

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 34**

**HEALTHBRIDGE MANAGEMENT, LLC; CARE REALTY, LLC; CARE ONE, LLC; 107 OSBORNE STREET OPERATING COMPANY II, LLC D/B/A DANBURY HCC; 710 LONG RIDGE ROAD OPERATING COMPANY II, LLC D/B/A LONG RIDGE OF STAMFORD; 240 CHURCH STREET OPERATING COMPANY II, LLC D/B/A NEWINGTON HEALTH CARE CENTER; 1 BURR ROAD OPERATING COMPANY II, LLC D/B/A WESTPORT HEALTH CARE CENTER; 245 ORANGE AVENUE OPERATING COMPANY II, LLC D/B/A WEST RIVER HEALTH CARE CENTER; 341 JORDAN LANE OPERATING COMPANY II, LLC D/B/A WETHERSFIELD HEALTH CARE CENTER**

**and**

**NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU, AFL-CIO**

**Case Nos. 34-CA-070823  
34-CA-072875  
34-CA-075226  
34-CA-083335  
34-CA-084717**

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S OPPOSITION TO REQUEST FOR SPECIAL PERMISSION TO APPEAL ALJ ORDER DENYING PETITION TO REVOKE SUBPOENA DUCES TECUM B-612873**

Respondent Care One LLC (Care One) has filed a Request for Special Permission to Appeal ALJ Kenneth Chu's October 17, 2012 Order denying its Petition to Revoke Subpoena Duces Tecum No. B-612873. That subpoena was served on Larson Allen, also referred to as CliftonLarsenAllen, LLP (CLA), which is Care One's auditor. CLA is not a party to these proceedings and is not represented by Counsel. The subpoenaed information sought from CLA

includes information also subpoenaed directly from Care One, which both the ALJ and the Board have previously determined to be relevant to the instant proceedings. Thus, there is no basis in either fact or law to grant this Special Appeal. Moreover, Care One's wholly unsubstantiated assertion in its Special Appeal that Counsel for the Acting General Counsel (CAGC) improperly obtained certain Care One financial records is not before the Board, because the ALJ specifically withheld ruling on that issue. Accordingly, and for the reasons set forth in detail below, the Request for Special Permission to Appeal should be denied and the ALJ's ruling affirmed.

## **I. FACTS**

On August 14, 2012,<sup>1</sup> a Third Amended Consolidated Complaint (the Complaint) issued in these cases (Exhibit A). On August 29, all Respondents were notified that the Complaint would be amended to allege Care One as a named Respondent, and the ALJ subsequently granted that motion on October 17. The Complaint, as amended, alleges that Care One and eight other named Respondents<sup>2</sup> are joint or single employers, thereby making them jointly and severally liable for the alleged unfair labor practices.

In anticipation of the opening of the hearing scheduled for September 10, CAGC served Care One and its related entities, including all named Respondents, with identical Subpoena Duces Tecums (Exhibit B, the Single and Joint Employer Subpoenas) relevant to the alleged joint or single employer status. The Single and Joint Employer Subpoenas sought tax returns, financial statements, balance sheets, and other financial records that were clearly relevant to the

---

<sup>1</sup> All dates are in 2012 unless specified otherwise.

<sup>2</sup> HealthBridge Management, LLC, herein called Respondent HealthBridge; Care Realty, LLC herein called Respondent Care Realty; Care One, LLC, herein called Care One; 107 Osborne Street Operating Company II, LLC d/b/a Danbury Health Care Center; 710 Long Ridge Road Operating Company II, LLC, d/b/a Long Ridge of Stamford; 240 Church Street Operating Company II, LLC d/b/a Newington Health Care Center; 245 Orange Avenue Operating Company II, LLC d/b/a West River Health Care Center; 1 Burr Road Operating Company II, LLC d/b/a Westport Health Care Center; 341 Jordan Lane Operating Company II, LLC d/b/a Wethersfield Health Care Center.

issue of Care One's common ownership, financial control and integrated operations with the named Respondents and its related entities. The ALJ denied Respondents' petitions to revoke the Single and Joint Employer Subpoenas, and the Board denied Respondents' special appeal from that denial by Order dated October 31 (Exhibit C). To date, there has been no compliance with any of the Single and Joint Employer Subpoenas covered by the Board's Order.

In addition to issuing the Single and Joint Employer Subpoenas, CAGC also issued the subpoena that is the subject of this Special Appeal. Subpoena Duces Tecum No. B-612873 (Exhibit D, the CLA Subpoena) was issued to CLA seeking many of the same records sought in the Single and Joint Employer Subpoenas. CLA is an independent certified public accounting firm providing professional services, including audits, for privately held businesses in the health care industry. CLA is Care One's auditor. The CLA Subpoena seeks the production of financial records relevant to Complaint Paragraphs 2(a), (b), (c), (d), 3(a), (b), 4(a), (b), (c), (d), which allege that Care One and the eight named Respondents are joint or single employers. The subpoenaed records are particularly relevant to common ownership, financial control, and integrated operations of Care One, its affiliates, and certain related entities.<sup>3</sup>

On September 4, a Petition to Revoke the CLA Subpoena was filed by an attorney claiming to represent Care One, who initially refused to enter a Notice of Appearance at that time on behalf of Care One. Moreover, at that time a different attorney from a different law firm was the attorney of record for Care One in the instant proceedings. On September 7, CAGC filed a Motion to Strike Non-Appearing Counsel's Petition to Revoke Third Party Subpoena Duces Tecum (Exhibit E). On October 10, after counsel formally appeared on Care One's

---

<sup>3</sup> These related entities, which are not named as Respondents in the Complaint, include Care One Management, Inc., Care Ventures, Inc., the asset manager for Care Realty, LLC; and THCI Company, THCI Holding Company, LLC, and THCI Mortgage Holding Company, LLC, the direct and indirect owners of the six named Respondent Health Care Centers.

behalf, Care One filed an opposition to the motion to strike, in which it asserted for the first time that Care One and its affiliates' combined financial statements for 2009 and 2010 had been improperly obtained by CAGC (Exhibit F). On October 16, CAGC filed a reply to Care One's opposition (Exhibit G). On October 17, ALJ Chu issued the following ruling in which he denied Respondent's Petition to Revoke the CLA Subpoena:

[I]n order for the Acting General Counsel to prove single employer status, the Board has stated there must be four factors, interrelations of operations, common management, three, centralized control labor relations and four, common ownership and financial control. Consistent with my earlier rulings on the other named entities, the Board decision has indicated that while common control of labor relations is critical, it must look at the totality of the circumstances and look at all four factors and all four factors must be considered, which also include the financial documents to determine financial control. Therefore, the subpoena for the financial records and other documents of Care One is necessary to determine the extent of financial control of Care One, along with the other named entities (Tr. 766).

With specific regard to the CAGC's alleged impropriety in receiving Care One's financial statements, the judge stated the following:

[M]y ruling on approving such document is independent on any allegation of any impropriety or alleged impropriety on the part of Acting General Counsel Roberts. If the Acting General Counsel decides when and if to introduce that piece of document for the record, I will at that time rule on the issue. (Tr. 767).

## II. ARGUMENT

### A. There is no factual or legal basis for overruling the ALJ's Order

An administrative law judge's evidentiary rulings should be "affirm[ed] unless it constitutes an abuse of discretion." See Aladdin Gaming, LLC, 345 NLRB 585, 587 (2005), petition for review denied sub nom. Local Joint Executive Board of Las Vegas v. NLRB, 515 F.3d 942 (9th Cir. 2008); see also Consumers Distributing, 274 NLRB 346, 346 (1985) (denying interim appeal of a judge's ruling under Sec. 102.26 because "the judge did not act

arbitrarily or capriciously or otherwise abuse his discretion”). There is no evidence or assertion by Care One that the judge abused his discretion or engaged in any improper exercise of authority in denying the Petitions. To the contrary, the judge’s evidentiary ruling on Care One’s petition to revoke the CLA Subpoena applied the correct standards because the CLA Subpoena sought documents germane to the issues raised in the pleadings and Respondents’ anticipated defenses. See NLRB v. GHR Energy Corp., 707 F. 2d 110 (5<sup>th</sup> Cir. 1982), 113 LRRM 3415; NLRB v. United Aircraft Corp., 200 F. Supp 48 (D. Conn. 1961), aff’d 300 F.2d 442 (2<sup>nd</sup> Cir. 1962). Furthermore, the judge did not act arbitrarily, capriciously or in any way abuse his discretion in denying Care One’s petition to revoke the subpoena. As such, the Judge’s evidentiary ruling must be affirmed.

Subpoenaed information must be produced if the evidence relates to any matter in question, or is likely to lead to potentially relevant evidence. Board’s Rules and Regulations, Section 102.31(b); Purdue Farms, 323 NLRB 345, 348 (1997), affd. in relevant part 144 F.3d 830, 833-834 (D.C. Cir. 1998). The Board has already decided in this proceeding that the financial records of all named Respondents, including Care One, are relevant to the issue of the alleged joint or single employer status. Such information does not lose its relevancy simply because the information is sought from Care One’s auditor.

Single employer status is established by demonstrating one of four factors: (1) functional integration of operations; (2) centralized control of labor relations; (3) common management, and (4) common ownership or financial control. Mammoth Coal Company, 358 NLRB No. 159 (September 28, 2012); Silver Court Nursing Ctr., Inc. & Health Care Services Group, Inc., 313 NLRB 1141, 1142 (1994) referencing Radio Union v. Broadcast Service of Mobile, Inc., 380 U.S. 255, 256 (1965). All four factors of single employer status are considered on a case-by-case

basis with no factor controlling, and all factors need not be present. Radio Local 1264, IBEW v. Broadcast Services of Mobile, 380 U.S. 255, 256 (1965). The trier of fact will analyze all four factors, based on all the circumstances, to determine the issue.

In the instant case, Complaint Paragraphs 2(a)(b)(c)(d), 3(a)(b), 4(a)(b)(c)(d), allege Care One and the eight named Respondents are joint or single employers. The CLA Subpoena seeks, in part, the “Combined Financial Statements for Care One, LLC and Affiliates” for a representative period, the entities included in the “Combined Financial Statements for Care One, LLC and Affiliates,” and their “relationship between Care One, LLC” and each of the named Respondents and related entities defined therein. The unnamed affiliates are believed to be some, if not all, of the named Respondents or related entities. Therefore, the documents subpoenaed from CLA are particularly relevant to the factor of common ownership and financial control involving Care One and its affiliates and related entities, as well as to whether Care One operates a financially integrated business enterprise with the named Respondents and related entities. The identity of the entities incorporated in Care One’s combined financial statement is important to determine whether Care One’s finances are integrated with the Respondents and other related entities of the business enterprise. It is further relevant as to whether Care One exerts financial control over such affiliates and entities to protect its own financial health. The Board will find a single-employer relationship where one entity exercises such control over the other entities finances. Silver Court Nursing Center, 313 NLRB 1141, 1142 (1994).

Nor is there any merit to Care One’s claim that the CLA Subpoenaed records are not relevant to this proceeding because “it is a holding company with no employees” and therefore cannot be a single employer under the Act. It is well established that the Board will find single employer status involving an employer that has no employees. See Three Sisters Sportswear

Co., 312 NLRB 853, 863 (1993); Mammoth Coal Company, 358 NLRB No. 159, 10-11 (September 28, 2012) (subsidiaries' holding company, with no employees or operations, found single employer where it acted through subsidiary).

**B. Care One's purported confidentiality concerns must also be rejected**

In the Special Appeal, Care One seeks to preclude production of the CLA subpoenaed records by merely asserting that they are "highly confidential", including such information as: the identity of the entities covered by the financial statement, their relationship with other entities, and "Care One's owners, members, and other investors, including their identities and the nature and extent of the financial interests they hold." It also claims, without any evidentiary support, that disclosure of the CLA subpoenaed information "would irreparably harm Care One in that it would allow competitors of Care One to gain an unfair competitive advantage over Care One . . . by acquiring non-public information". There is no merit to these claims.

The party that seeks to avoid production of relevant subpoenaed records based on confidentiality concerns bears the burden of establishing that such records are confidential, and that production would cause clearly defined and serious injury. See Ha Management and Oahu Publications, 2011 WL 826294. In denying the employer's petition to revoke the investigative subpoena in Ha Management, the Board noted that the employer had failed to identify "the specific documents that it sought to shield from disclosure and the specific harm that would flow from such disclosure." Thus, the ALJ's ruling on the CLA subpoena cannot be overturned simply because of Care One's confidentiality concerns. Rather, as noted by the Board in Ha Management, the proper method for addressing those concerns is for Care One to identify each document by name that it claims to be confidential. Only then, if its concerns can be

substantiated, Care One may seek, and, in its discretion, CAGC may enter into, an agreement protecting the information from disclosure. Care One has made no effort to identify any such confidential documents, so its confidentiality claims must be rejected.

Moreover, CAGC has offered to enter into a protective order, where appropriate, through an ALJ in-camera review of the disputed documents. These efforts were in consideration of Care One's confidentiality argument despite Care One's utter failure to meet the necessary requirements for a protective order. In this regard, a party seeking a protective order bears the burden of establishing that the information is confidential, and that "good cause" exists to protect the information from disclosure because such disclosure would result in "clearly defined and serious injury." See Fed. R. Civ. P. 26(c); Glenmede Trust Co. v. Thompson, 56 F.3d 476, 483 (3d Cir. 1995) citing Pansy v. Borough of Stroudsburg, 23 F.3d 772 (3d Cir. 1994)(court rejected issuance of umbrella protective order where party failed to satisfy "good cause" requirement). Accord, Lasher Service Corp., 332 NLRB 834 (2000). Furthermore, "[b]road allegations of harm, unsubstantiated by specific examples" is insufficient to support the need for a protective order. Pansy v. Borough of Stroudsburg, 23 F.3d 772, 786.

In light of the foregoing, Care One's unsubstantiated confidentiality concerns must be rejected.

**C. Care One's accusations of CAGC impropriety is not before the Board because the ALJ specifically reserved ruling on those accusations .**

In its Special Appeal, Care One accuses CAGC of alleged misconduct by "improperly" obtaining "Care One's Audited Financial Statements for 2009 and 2010". Care One's allegation of CAGC impropriety is based solely on its wholly unsupported claim that such information is confidential and not publically available. Moreover, it has presented no evidence at any time that

the document was improperly obtained, including the affidavit attached to the Special Appeal. To the contrary, the Special Appeal blatantly misrepresents the contents of that affidavit in support of its unfounded accusations. In this regard, the Special Appeal at page 4 asserts that the affidavit contains testimony showing that CAGC “acknowledged that she had not obtained copies of Care One’s financial statements through legitimate channels”. Contrary to this outrageous claim, the affidavit attributes no such “acknowledgement” to CAGC.

In any event, Care One’s allegation of CAGC impropriety has no bearing on this Special Appeal because the ALJ specifically withheld any ruling on the alleged “impropriety”, so there is nothing for the Board to review through this Special Appeal. Pursuant to Section 102.26 of the Board’s Rules and Regulations, a matter may be subject for Board review when there is a “ruling . . . by the administrative law judge on motions and/or . . . objections.” Here, there has been no ruling by the ALJ on the alleged impropriety, as he specifically reserved ruling on the matter until CAGC offers the documents into evidence. Accordingly, Care One’s claims in this regard must be rejected.

Moreover, at the appropriate time following the resumption of the hearing, CAGC intends to request that the ALJ address the “impropriety” issue, which will include a proffer of the disputed documents, as well as documentation establishing that the documents were obtained in an entirely lawful and proper manner.

### **III. CONCLUSION**

For the reasons set forth above, CAGC respectfully requests that the Board deny Care One’s request for special permission to appeal the judge’s October 17th Order denying Care One’s Petition to Revoke Subpoena B-612873.

Dated at Hartford, Connecticut this 20<sup>th</sup> day of November, 2012.

Respectfully submitted,

A handwritten signature in black ink, reading "Nicole Roberts", written over a horizontal line.

Nicole Roberts,  
Counsel for Acting General Counsel  
National Labor Relations Board  
Region 3  
Niagara Center Building  
130 S. Elmwood Ave., Suite 630  
Buffalo, New York 14202

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 34**

HEALTHBRIDGE MANAGEMENT, LLC; CARE REALTY, LLC; 107 OSBORNE STREET OPERATING COMPANY II, LLC D/B/A DANBURY HCC; 710 LONG RIDGE ROAD OPERATING COMPANY II, LLC D/B/A LONG RIDGE OF STAMFORD; 240 CHURCH STREET OPERATING COMPANY II, LLC D/B/A NEWINGTON HEALTH CARE CENTER; 1 BURR ROAD OPERATING COMPANY II, LLC D/B/A WESTPORT HEALTH CARE CENTER; 245 ORANGE AVENUE OPERATING COMPANY II, LLC D/B/A WEST RIVER HEALTH CARE CENTER; 341 JORDAN LANE OPERATING COMPANY II, LLC D/B/A WETHERSFIELD HEALTH CARE CENTER

and

NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU, AFL-CIO

Case Nos.	34-CA-070823
	34-CA-072875
	34-CA-075226
	34-CA-083335
	34-CA-084717

**ORDER FURTHER CONSOLIDATING CASES, THIRD AMENDED  
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT the Second Amended Consolidated Complaint and Notice of Hearing issued on July 6, 2012, in Case Nos. 34-CA-070823, 072875, 075226, and 083335, alleging that HealthBridge Management, LLC, (Respondent HealthBridge); Care Realty, LLC (Respondent Care Realty); 107 Osborne Street Operating Company II, LLC d/b/a Danbury Health Care Center (Respondent Danbury); 710 Long Ridge Road Operating Company II, LLC, d/b/a Long Ridge of Stamford, (Respondent Long Ridge); 240 Church Street Operating Company II, LLC d/b/a Newington Health Care Center (Respondent Newington); 245 Orange Avenue Operating Company II, LLC d/b/a West River Health Care Center (Respondent West River); 1 Burr Road Operating Company II, LLC d/b/a

EXHIBIT A

Westport Health Care Center (Respondent Westport); and 341 Jordan Lane Operating Company II, LLC d/b/a Wethersfield Health Care Center (Respondent Wethersfield) (collectively, Respondents) violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, is further consolidated with Case No. 34-CA-084717, which alleges that Respondents have engaged in further unfair labor practices within the meaning of the Act.

This Third Amended Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as follows:

1(a) The charge in Case No. 34-CA-070823 was filed by the Union on December 15, 2011, and a copy was served by facsimile transmission and regular mail on Respondent HealthBridge, Respondent Care Realty, and Respondent West River on December 16, 2011.

(b) The amended charge in Case No. 34-CA-070823 was filed by the Union on February 1, 2012, and a copy was served by facsimile transmission and regular mail on Respondents on February 2, 2012.

(c) The charge in Case No. 34-CA-072875 was filed by the Union on January 19, 2012 and a copy was served by facsimile transmission and regular mail on the Respondents on January 23, 2012

(d) The amended charge in Case No. 34-CA-070823 was filed by the Union on March 30, 2012, and a copy was served by facsimile transmission and regular mail on Respondents on April 4, 2012.

(e) The charge in Case No. 34-CA-075226 was filed by the Union on February 24, 2012 and a copy was served by facsimile transmission and regular mail on the Respondents on February 27, 2012

(f) The amended charge in Case No. 34-CA-075226 was filed by the Union on April 27, 2012 and was served by certified mail and regular mail on the Respondents on April 30, 2012.

(g) The charge in Case No. 34-CA-083335 was filed by the Union on June 18, 2012 and a copy was served by facsimile transmission and regular mail on the Respondents on June 19, 2012.

(h) The charge in Case No. 34-CA-084717 was filed by the Union on July 6, 2012, and was served by facsimile and post-paid regular mail on the Respondents on July 9, 2012.

(i) The amended charge in Case No. 34-CA-08474 was filed by the Union on July 11, 2012, and was served by facsimile and regular mail on the Respondents on July 12, 2012.

2(a) At all material times, Respondent Care Realty, a limited liability corporation, with its principal offices located at 173 Bridge Plaza North, Fort Lee, New Jersey (the Fort Lee facility) has been engaged in the ownership, leasing, management, financing and operation of real estate, and in the financing, operation and management of nursing homes and long-term care facilities in multiple States, including the following health care entities located in the State of Connecticut: Respondent Danbury, Respondent Long Ridge, Respondent Newington, Respondent West River, Respondent Westport, and Respondent Wethersfield (collectively, Respondent Health Care Centers).

(b) At all material times, Respondent HealthBridge, a limited liability corporation with its principal offices located at the Fort Lee facility, and regional offices in other states including Massachusetts and Connecticut, has been engaged in operating and managing nursing homes and health care facilities in multiple States, including the Respondent Health Care Centers.

(c) At all material times, Respondent Danbury, a limited liability corporation with an office and place of business located in Danbury, Connecticut (the Danbury facility); Respondent Long Ridge, a limited liability corporation with an office and place of business located in Stamford, Connecticut (the Long Ridge facility); Respondent Newington, a limited liability corporation with an office and place of business located in Newington, Connecticut (the Newington facility); Respondent West River, a limited liability corporation with an office and place of business located in Milford, Connecticut (the West River facility); Respondent Westport, a limited liability corporation with an

office and place of business located in Westport, Connecticut (the Westport facility); and Respondent Wethersfield, a limited liability corporation with an office and place of business located in Wethersfield, Connecticut (the Wethersfield facility); have each been engaged in the operation of nursing homes and long term care facilities which provide convalescent and skilled nursing care.

3(a) At all material times, Respondent HealthBridge, Respondent Care Realty and Respondent Health Care Centers have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations; and have held themselves out to the public as a single-integrated business enterprise.

(b) Based on the operations described above in paragraph 3(a), Respondent HealthBridge, Respondent Care Realty and Respondent Health Care Centers constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

4(a) At all material times, Respondent HealthBridge and each of the Respondent Health Care Centers have been parties to a contract or contracts which provide, among other things, that Respondent HealthBridge will supply management services to each of the Respondent Health Care Centers in connection with their ownership and operation.

(b) At all material times, Respondent Care Realty has provided oversight of the finances and management of the Respondent Health Care Centers.

(c) At all material times, Respondent HealthBridge and Respondent Care Realty have possessed and exercised control over the labor relations policy of the Respondent Health Care Centers, and administered a common labor policy with respect to the Respondent Health Care Centers, for the employees of the Respondent Health Care Centers.

(d) At all material times, Respondent HealthBridge, Respondent Care Realty, and Respondent Health Care Centers, have been joint employers of the employees of Respondent Health Care Centers.

5(a) During the twelve-month period ending March 31, 2012, Respondent HealthBridge, in conducting its business operations described above in paragraph 2, derived gross revenues in excess of \$100,000 and provided services valued in excess of \$5,000 in States outside the State of New Jersey.

(b) During the twelve-month period ending March 31, 2012, Respondent Care Realty, in conducting its operations described above in paragraph 2, derived gross revenues in excess of \$100,000 and provided services valued in excess of \$5,000 in States outside the State of New Jersey.

(c) During the twelve-month period ending March 31, 2012, each of the Respondent Health Care Centers, in conducting its business operations described above in paragraph 2, derived gross revenues in excess of \$100,000 and purchased and received at its Connecticut facility goods valued in excess of \$5,000 directly from points outside the State of Connecticut.

6(a) At all material times, Respondent Care Realty has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act, and a health care institution within the meaning of Section 2(14) of the Act.

(b) At all material times, Respondent HealthBridge has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act, and a health care institution within the meaning of Section 2(14) of the Act.

(c) At all material times, Respondent Health Care Centers have each been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act, and a health care institution within the meaning of Section 2(14) of the Act.

7. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

8. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondents within the meaning of Section 2(11) of the Act and agents of the Respondents within the meaning of Section 2(13) of the Act:

Kevin P. Breslin

Executive Vice President, Respondent HealthBridge; Executive Vice President, Respondent Danbury; Executive Vice President, Respondent Long Ridge; Executive Vice President, Respondent Newington; Executive

	Vice President, Respondent West River; Executive Vice President, Respondent Westport; Executive Vice President, Respondent Wethersfield
Albert Lugo, Esq.	Executive Vice President, General Counsel, Respondent HealthBridge
Lisa Crutchfield	Senior Vice President, Labor Relations Respondent HealthBridge
Daniel E. Straus	Member/ part owner, Respondent Care Realty
Moshael J. Straus	Member/part owner, Respondent Care Realty
Edmund Remillard	Regional Human Resources Director, Respondent HealthBridge
Larry Condon	Regional Director of Operations, Respondent HealthBridge; Administrator (former), Respondent Wethersfield; Administrator (former), Respondent Long Ridge; Administrator (former), Respondent Danbury
Polly Schnell	Administrator, Respondent Long Ridge
John Kelly	Administrator, Respondent Danbury
Michael Pescatello	Administrator (former), Respondent Danbury
Jarrett McClurg	Administrator (former), Respondent Newington
Joanne Wallak	Administrator, Respondent West River
Marion Najamy	Administrator, Respondent Westport
Kim Coleman	Administrator, Respondent Newington; Administrator (former), Respondent Westport
Cynthia Roessler	Administrator, Respondent Wethersfield
Stephen Roizen	Administrator (former), Respondent Wethersfield
Liz Carmichael	Administrator (former), Respondent Wethersfield
Robert Whitten	Administrator (former), Respondent Wethersfield
David Santoro	Administrator (former), Respondent Wethersfield

9. The following employees of Respondents at each of the Respondent Health Care Centers described below each constitute a unit (collectively, the Units) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

- (a) Danbury facility (the Danbury Unit):

All full-time, part-time and per diem/casual RNs, LPNs, and service and maintenance Employees, including certified nurses assistants, therapy aides, housekeeping employees, dietary employees, cooks, laundry employees, payroll clerks, rehabilitation aides, therapeutic recreation directors, receptionists, and maintenance employees employed by Respondent Danbury at its 107 Osborne Ave., Danbury, Connecticut location, but excluding the Director of Nurses, the Assistant Director of Nurses, the infection control nurse, the resident care coordinator, the staff development nurses, the employee health nurses, shift supervisors, unit coordinators, all other Employees, guards, other professional employees and supervisors as defined in the Act.

(b) Long Ridge facility (the Long Ridge Unit):

All full-time, part-time, and per diem/casual service and maintenance Employees, including certified nurses assistants (CNAs), therapy technicians, housekeeping aides, dietary Employees, laundry aides, central supply clerks, relief cooks, unit secretaries, receptionists, medical records clerks, maintenance Employees, Registered Nurses and Licensed Practical Nurses employed by Respondent Long Ridge, including any new or expanded locations of Respondent Long Ridge, but excluding all other Employees, cooks, guards, other professional employees and supervisors as defined in the Act, as amended to date.

(c) Newington facility (the Newington Unit):

All full-time, part-time, and per diem service and maintenance Employees including current categories and future new and changed jobs in the service and maintenance bargaining unit including certified nursing assistants, physical therapy aides, housekeeping Employees, dietary Employees, cooks, laundry Employees, central supply clerk, nursing office secretary, secretary-receptionist, receptionists, and medical records clerk-receptionist, maintenance Employees, social service designee, therapeutic recreational directors, recreation aides, Registered Nurses and Licensed Practical Nurses employed by Respondent Newington including any new or expanded locations of Respondent Newington but excluding all other Employees, guards, other professional Employees, and supervisors as defined in the Act, as amended to date.

(d) West River facility (the West River Unit):

All full-time, part-time, and per diem/casual service and maintenance and clerical Employees, including certified nursing assistants, occupational therapy aides, ward clerks, dietary aides, cooks, head cooks, housekeeping aides, laundry aides, assistant maintenance supervisor, recreation aides, physical therapy aides, central supply clerk, billing, collections and accounts receivable clerks and medical records clerks employed by Respondent West River at its 245 Orange Avenue, Milford, Connecticut facility, but excluding receptionists, payroll/accounts payable clerks, computer operators, data entry clerks, admissions clerks, licensed practical nurses, registered dietetic technicians, rehabilitation therapy technicians, therapeutic recreation directors, certified technicians, physical therapy assistants, registered nurses, physicians, registered physical therapists, dietitians, registered respiratory therapists, certified respiratory therapy technicians, speech pathologists, social workers, administrative assistants, marketing director, manager of case management, head receptionist/secretary, executive chef, managerial Employees, confidential Employees, technical Employees and all guards, professional employees and supervisors as defined in the Act.

(e) Westport facility (the Westport Unit):

All full-time, regular part-time service, and per diem/casual, service and maintenance Employees, including certified nurses aides (CNAs), dietary aides, cooks, head cooks, housekeeping, laundry and maintenance Employees, central supply clerks, scheduler, rehabilitations aides, recreation assistants and receptionists employed by Respondent Westport at its Westport facility, but excluding all other Employees, registered nurses (RNs), social workers, licensed practical nurses (LPNs), and other technical Employees, therapeutic recreation directors, medical records clerk, payroll clerk and guards, professional Employees and supervisors as defined in the Act.

(f) Wethersfield facility (the Wethersfield Unit):

All full-time, regular part-time, and per diem service and maintenance Employees including certified nurses assistants, nursing assistants, porters, activity assistants, housekeepers, dietary aides, cooks, cooks helpers, laundry

aides, and maintenance Employees, but excluding all professional Employees, all technical Employees, all business office clerical Employees and all guards and supervisors as defined in the National Labor Relations Act, employed at the Center, 341 Jordan Lane, Wethersfield, CT 06109.

10. At all material times, the Union has been the recognized exclusive collective bargaining representative of the Units. Such recognition has been embodied in separate collective bargaining agreements between each of the Respondent Health Care Centers and the Union, which were effective from December 31, 2004 to March 16, 2011 (the 2004-2011 Agreements).

11. At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective bargaining representative of the Units.

12. Since about January 25, 2011, Respondents and the Union have met for the purposes of negotiating successor collective-bargaining agreements to the 2004-2011 Agreements.

13(a) On March 21, 2011, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Case Nos. 34-CA-12715, 12732, 12765, 12766, 12767, 12768, 12769, 12770, and 12771 alleging, inter alia, that Respondents violated Sections 8(a)(1) and (5) of the Act (the March 21 Complaint).

(b) On about August 1, 2012, Administrative Law Judge Steven B. Fish issued a Decision on the Consolidated Complaint described above in paragraph 13(a), in which he found that Respondents HealthBridge, Danbury, Long Ridge, Newington, West River, Westport, and Wethersfield violated Section 8(a)(1) and (5) of the Act.

(c) The unfair labor practices found in the decision described above in paragraph 13(b) relate to the terms and conditions of employment of the Units, and such terms and conditions of employment were also the subject of negotiations between the Union and Respondents during the period described above in paragraph 12.

14(a) On September 30, 2011, a Complaint and Notice of Hearing issued in Case No. 34-CA-12964 alleging, inter alia, that Respondents violated Section 8(a)(1) of the Act (the September 30 Complaint).

(b) On July 20, 2012, Administrative Law Judge Stephen Davis issued a Decision on the Complaint described above in paragraph 14(a), in which he found that Respondents HealthBridge, Danbury, Long Ridge, Newington, West River, Westport, and Wethersfield had violated Section 8(a)(1) of the Act.

(c) The unfair labor practices found in the Decision described above in paragraph 14(b) relate to the terms and conditions of employment of the Units, and such terms and conditions of employment were also the subject of negotiations between the Union and Respondents during the period described above in paragraph 12.

15(a) On October 27, 2011, a Complaint and Notice of Hearing issued in Case No. 34-CA-13064 alleging, inter alia, that Respondents violated Section 8(a)(1) and (5) of the Act (the October 27 Complaint).

(b) The unfair labor practices alleged in the October 27 Complaint relate to the terms and conditions of employment of the Units, and such terms and conditions of employment were also the subject of negotiations between the Union and Respondents during the period described above in paragraph 12.

(c) On July 20, 2012, Administrative Law Judge Stephen Davis issued a Decision on the Complaint described above in paragraph 15(a), in which he found no violations. Exceptions will likely be filed to that Decision.

16. During the period of negotiations described above in paragraph 12, Respondents have engaged in the following conduct:

- (a) insisted upon proposals that were predictably unacceptable to the Union;
- (b) refused to engage in the reasoned discussion of its proposals;
- (c) threatened to lockout employees in each of the Units in support of its final bargaining proposals; and
- (d) locked out the employees in the West River Unit in support of its final bargaining proposals.

17. On about December 12, 2011, Respondents bypassed the Union and dealt directly with their employees in the Units regarding the resolution of the unfair labor practices alleged in the March 21 Complaint.

18. On the dates identified below, Respondents, by the individuals named below, threatened to close the Danbury, Long Ridge, Newington, West River and

Westport facilities unless the Union agreed to "concessions", including those referenced above in paragraph 16(a):

- (a) Michael Pescatello, by memorandum dated February 15, 2012;
- (b) Cynthia Roessler, by memorandum dated February 15, 2012;
- (c) Michael Pescatello, by letter dated February 15, 2012
- (d) Lizabeth Carmichael, by letter dated February 22, 2012;
- (e) Ed Remillard, by press release(s) in about February 2012.

19. On about April 24, 2012, the Respondents presented the Union with a set of proposals which together constituted a comprehensive proposal for successor collective bargaining agreements to the 2004-2011 Agreements in each of the Units.

20. The proposals described above in paragraph 19 relate to wages, hours, and other terms and conditions of employment of the Units and are mandatory subjects for purposes of collective bargaining.

21. By letter dated June 16, 2012, Respondents informed the Union that it would implement the proposals described above in paragraph 19.

22. On June 17, 2012, Respondents implemented the proposals described above in paragraph 19.

23. Respondent engaged in the conduct described above in paragraph 22 without first bargaining with the Union to a good-faith impasse.

24. By letters dated June 21, 2012, the Union provided Respondent with notice that, in protest of Respondent's unfair labor practices, the employees in the Units at the Danbury, Long Ridge, Newington, West River, and Westport facilities would begin a strike on July 3, 2012 at 6:00am.

25(a) Since about July 3, 2012, certain employees of Respondent represented by the Union and employed at the Danbury, Long Ridge, Newington, West River, and Westport facilities, ceased work concertedly and engaged in a strike.

(b) The strike described above in paragraph 25(a) was caused by Respondent's unfair labor practices described above in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

26. On the dates identified below, Respondents, by the individuals named below, threatened to permanently replace employees who engaged in the strike described above in paragraph 25:

- (a) Lizabeth Carmichael, by memorandum dated June 28, 2012;
- (b) John Kelly, by memorandum dated June 28, 2012;
- (c) Marion Najamy, by memorandum dated June 28, 2012;
- (d) Polly Schnell, by memorandum dated June 28, 2012; and
- (e) Joanne Wallak, by memorandum dated June 28, 2012.

27(a) By letter dated June 22, 2012, the Union, on behalf of the employees who engaged in the strike described above in paragraph 25, offered to rescind the strike notice described above in paragraph 24 if Respondents rescinded the implementation described above in paragraph 22.

(b) Respondents failed and refused to respond to the Union's June 22, 2012 letter.

28(a) By letter dated July 19, 2012, the Union, on behalf of the employees who engaged in the strike described above in paragraph 25, made an unconditional offer to return to their former positions of employment.

(b) By letter dated July 25, 2012, Respondent refused to reinstate the employees who engaged in the strike described above in paragraph 25.

28. By its overall conduct, including the conduct described above in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Respondents have failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Units.

29. By the conduct described above in paragraphs 16(c), 18, and 26, Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

30. By the conduct described above in paragraphs 16(d), 27 and 28, Respondents have been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Sections 8(a)(1) and (3) of the Act.

31. By the conduct described above in paragraphs 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, and 28, Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

32. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **REMEDY**

As part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks the following: (a) an Order requiring that the Notice be read to employees during working time by the Respondents; (b) an Order requiring Respondents to rescind the unilaterally implemented terms and conditions of employment described above in paragraphs 19-22, and to reimburse all employees for any lost wages and benefits they incurred as a result of the implementation; (c) an Order requiring that Respondents immediately reinstate the unfair labor practice strikers to their former positions, and to reimburse all unfair labor practice strikers for the lost wages and benefits they incurred since July 3, 2012 as a result of Respondent's refusal to reinstate them; (d) an Order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no unfair labor practice; and (e) an order requiring Respondents to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

### **ANSWER REQUIREMENT**

Each Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the third amended consolidated complaint. The answer must be **received by this office on or before August 28, 2012 or postmarked on or before August 27, 2012**. Respondent should

file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

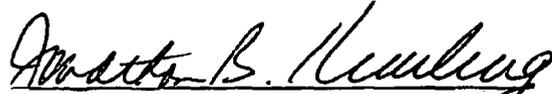
An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

#### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **September 10, 2012** at 10:00 a.m. at the A.A. Ribicoff Federal Building, 450 Main Street, Hartford, Connecticut and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any

other party to this proceeding have the right to appear and present testimony regarding the allegations in this third amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Hartford, Connecticut, this 14th day of August, 2012.



Jonathan B. Kreisberg, Regional Director  
National Labor Relations Board, Region 34  
A.A. Ribicoff Federal Building  
450 Main Street, Suite 410  
Hartford, CT 06103

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 34

HEALTHBRIDGE MANAGEMENT, LLC; CARE  
REALTY, LLC; 107 OSBORNE STREET  
OPERATING COMPANY II, LLC D/B/A  
DANBURY HCC; 710 LONG RIDGE ROAD  
OPERATING COMPANY II, LLC D/B/A LONG  
RIDGE OF STAMFORD; 240 CHURCH  
STREET OPERATING COMPANY II, LLC D/B/A  
NEWINGTON HEALTH CARE CENTER; 1  
BURR ROAD OPERATING COMPANY II, LLC  
D/B/A WESTPORT HEALTH CARE CENTER;  
245 ORANGE AVENUE OPERATING  
COMPANY II, LLC D/B/A WEST RIVER  
HEALTH CARE CENTER; 341 JORDAN LANE  
OPERATING COMPANY II, LLC D/B/A  
WETHERSFIELD HEALTH CARE CENTER

Cases 34-CA-070823  
34-CA-072875  
34-CA-075226  
34-CA-083335  
34-CA-084717

and

NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199, SEIU, AFL-CIO

*AFFIDAVIT OF SERVICE OF ORDER FURTHER CONSOLIDATING CASES,  
THIRD AMENDED CONSOLIDATED COMPLAINT AND NOTICE OF HEARING*

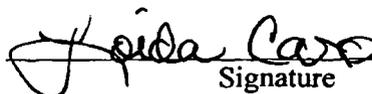
I, the undersigned employee of the National Labor Relations Board, state under oath that on August 14, 2012, I served the above-entitled document(s) by post-paid certified and regular mail upon the following persons, addressed to them at the following addresses:

SEE ATTACHED

August 14, 2012

Date

Loida Caro, Designated Agent of NLRB  
Name

  
Signature

**ATTACHMENT**

EDWARD REMILLARD , REGIONAL HUMAN  
RESOURCES MANAGER  
HEALTHBRIDGE MANAGEMENT  
341 JORDAN LN  
WETHERSFIELD, CT 06109-1128  
**CERTIFIED MAIL 7006 2760 0003 7599 7785**

CARE REALTY (A/K/A CAREONE)  
173 BRIDGE PLZ N  
FORT LEE, NJ 07024-7575  
**CERTIFIED MAIL 7006 2760 0003 7599 7792**

POLLY SCHNELL , ADMINISTRATOR  
710 LONG RIDGE OPERATING CO. II, D/B/A LONG  
RIDGE OF STAMFORD HEALTH CARE CENTER  
710 LONG RIDGE RD  
STAMFORD, CT 06902-1226  
**CERTIFIED MAIL 7006 2760 0003 7599 7808**

LIZ CHARMICHAEL, ADMINISTRATOR  
341 JORDAN LANE OPERATING COMPANY II,  
LLC, D/B/A WETHERSFIELD HEALTH CARE  
341 JORDAN LN  
WETHERSFIELD, CT 06109-1128  
**CERTIFIED MAIL 7006 2760 0003 7599 7815**

JARRETT MCCLURG, ADMINISTRATOR  
240 CHURCH STREET OPERATING COMPANY II,  
LLC D/B/A NEWINGTON HEALTH CARE CENTER  
240 CHURCH ST  
NEWINGTON, CT 06111-4806  
**CERTIFIED MAIL 7006 2760 0003 7599 7822**

MICHAEL PESCATELLO, ADMINISTRATOR  
107 OSBORNE STREET OPERATING COMPANY II,  
LLC D/B/A DANBURY HEALTH CARE CENTER  
107 OSBORNE ST  
DANBURY, CT 06810-6016  
**CERTIFIED MAIL 7006 2760 0003 7599 7839**

**ATTACHMENT**

MARION NAJAMY, ADMINISTRATOR  
1 BURR ROAD OPERATING CENTER II, LLC D/B/A  
WESTPORT HEALTH CARE CENTER  
1 BURRRD  
WESTPORT, CT 06880-4220  
**CERTIFIED MAIL 7006 2760 0003 7599 7846**

JOANNE WALLAK, ADMINISTRATOR  
245 ORANGE AVENUE OPERATING COMPANY, II,  
LLC D/B/A WEST RIVER HEALTH CARE  
245 ORANGE AVE  
MILFORD, CT 06461-2104  
**CERTIFIED MAIL 7006 2760 0003 7599 7853**

GEORGE W. LOVELAND II, ESQUIRE  
LITTLER MENDELSON, P.C.  
3725 CHAMPION HILLS DR  
STE 3000  
MEMPHIS, TN 38125-0500  
**REGULAR MAIL & E-MAIL**  
**gloveland@littler.com**

SUZANNE CLARK , VICE PRESIDENT  
NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199, SEIU  
77 HUYSHOPE AVE FL 1  
HARTFORD, CT 06106-7000  
**REGULAR MAIL& E-MAIL**  
**sclark@seiul199ne.org**

KEVIN A. CREANE , ESQ.  
LAW FIRM OF JOHN M. CREANE  
92 CHERRY ST  
P.O. BOX 170  
MILFORD, CT 06460-3413  
**REGULAR MAIL& E-MAIL**  
**kacreane@aol.com**

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To Care One, LLC  
Attn: CUSTODIAN OF RECORDS  
173 Bridge Plaza, North, Forth Fee, NJ 07024

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge  
\_\_\_\_\_ of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

\_\_\_\_\_  
\_\_\_\_\_

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612840**

Issued at Hartford, Connecticut



this 14<sup>th</sup> day of August 20 12

*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To HealthBridge Management, LLC  
Attn: CUSTODIAN OF RECORDS  
341 Jordan Lane, Wethersfield, CT 06109

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge  
\_\_\_\_\_ of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned  
or rescheduled date to testify in \_\_\_\_\_

HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

Case Nos. 34 CA 070823 et al  
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612838**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To Care Realty, LLC (a/k/a CareOne)  
Attn: CUSTODIAN OF RECORDS  
173 Bridge Plaza, North, Forth Fee, NJ 07024

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge  
of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned  
or rescheduled date to testify in

HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)

Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612841**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To Care One Management, LLC  
Attn: CUSTODIAN OF RECORDS  
173 Bridge Plaza, North, Forth Fee, NJ 07024

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge  
\_\_\_\_\_ of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned  
or rescheduled date to testify in \_\_\_\_\_

HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

\_\_\_\_\_  
\_\_\_\_\_

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612842**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To 710 Long Ridge Operating Co. II, d/b/a Long Ridge of Stamford Health Care Center  
Attn: CUSTODIAN OF RECORDS  
710 Long Ridge Road, Stamford, CT 06902

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge  
of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612844**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To 341 Jordan Lane Operating Company II, LLC, d/b/a Wethersfield Health Care  
Attn: CUSTODIAN OF RECORDS  
341 Jordan Lane, Wethersfield, CT 06109

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

\_\_\_\_\_ of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612846**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To 240 Church Street Operating Company II, LLC d/b/a Newington Health Care Center  
Attn: CUSTODIAN OF RECORDS  
240 Church Street, Newington, CT 06111

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

\_\_\_\_\_ of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

\_\_\_\_\_  
\_\_\_\_\_  
**See attached**  
**Instructions and Documents**

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612848**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To 1 Burr Road Operating Center II, LLC d/b/a Westport Health Care Center  
Attn: CUSTODIAN OF RECORDS  
1 Burr Road, Westport, CT 06880

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

\_\_\_\_\_ of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612849**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Stephen A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To 245 Orange Avenue Operating Company, II, LLC d/b/a West River Health Care  
Attn: CUSTODIAN OF RECORDS  
245 Orange Avenue, Milford, CT 06461

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

\_\_\_\_\_ of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

\_\_\_\_\_  
\_\_\_\_\_

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

**B - 612851**

Issued at Hartford, Connecticut

this 14<sup>th</sup> day of August 20 12



*Joseph A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To 107 Osborne Street Operating Company II, LLC d/b/a Danbury Health Care Center  
Attn: CUSTODIAN OF RECORDS  
107 Osborne St, Danbury, CT 06810

As requested by John A. McGrath, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

\_\_\_\_\_ of the National Labor Relations Board,

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

Case Nos. <sup>(Case Name and Number)</sup> 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

\_\_\_\_\_

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

**B - 612854**

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Hartford, Connecticut



this 14<sup>th</sup> day of August 20 12

*Lesfer A. Neltzer*

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

## INSTRUCTIONS & DEFINITIONS

1. The term "document" as used herein shall include, but is not limited to, any electronically stored information, e-mail, paper, pamphlet, brochure, periodical, literature, letter, memorandum, magazine, telegram, telex, cable, facsimile transmission, other correspondence, report, record, newspaper article, study, note, diary, working paper, chart, book, graph, index, floppy disk, removable hard disk, computer generated tape, any magnetic medium, teletype, data sheet or data processing card, time sheet, computation, schedule, contract, analysis, summary, instruction, brief, pleading, or other litigation paper, transcript, or any accounting or draft or preliminary copy of any of the foregoing, together with any attachments, inclusions, enclosures, and annotations thereof or thereto, as well as any other tangible thing on which information is recorded in writing, sound, picture, punches, circuits, programs, or other manner, including supporting, underlying, or prefatory material, however produced or reproduced, to which you have had any access whether or not in your present possession, custody or control.

2. All requests for documents in your possession or control include those in the possession or control of or by your agents, servants, representatives and counsel. "Control" also includes all those documents that you can obtain that are responsive to this request. If a privilege is asserted with respect to any document, please identify that document and state the nature of the privilege.

3. Electronically stored information and e-mails should be produced in the form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

4. If you fail, refuse or are unable to produce any documents requested, please provide the following information relative to each document not produced, stating in writing and with particularity:

- a. the date and form of the document;
- b. the subject matter of the document;
- c. the identity of the person who created the document and any and all persons to whom it was distributed;
- d. the asserted grounds for failure, refusal or inability to produce the document, including citation of the statutory or decisional authority alleged to justify the failure or refusal to produce on grounds of privilege, or an account of the unsuccessful efforts made to locate documents as to which inability to produce is claimed;
- e. the identity, including address and telephone number(s), of the individual(s) having present custody of the document; and

f. the paragraph or paragraphs of this Subpoena to which the document is responsive.

5. This request seeks production of all documents described, including all drafts and non-identical or distribution copies.

6. This request seeks production of responsive documents in their entirety, without abbreviation, redaction, deletion or expurgation.

7. When used in this subpoena, the term "documents regarding" means all documents that, in whole or in part, discuss, describe, mention, pertain to, reflect, refer to, or relate to the subject of the subpoenaed item.

8. Whenever used in this subpoena, the singular shall be deemed to include the plural, and vice versa; the present tense shall be deemed to include the past tense, and vice versa; the masculine shall be deemed to include the feminine, and vice versa; the disjunctive "or" shall be deemed to include the conjunctive "and," and vice versa; and the words "each," "every," "any," and "all" shall be deemed to include each of the other words.

9. References to the parties or other named entities shall be deemed to include any of their officers, agents, and representatives.

10. All documents produced pursuant to this subpoena are to be organized according to the subpoena paragraph to which the documents are responsive. Labels referring to that subpoena paragraph are to be affixed to each document or set of documents.

11. Unless otherwise notes, this subpoena does not supersede, revoke, or cancel any other subpoena issued in this proceeding.

## DOCUMENTS

1. The Articles of Incorporation, Partnership Agreements, documents forming limited liability corporations, registration or bylaws, and any changes and amendments thereto, for each of the following entities (collectively, "the Entities"):
  - a. Care Realty, LLC a/k/a Care One ("Care Realty");
  - b. HealthBridge Management, LLC ("HealthBridge");
  - c. 107 Osborne Street Operating Company II, LLC d/b/a Danbury Health Care Center ("Danbury");
  - d. 710 Long Ridge Road Operating Company II, LLC d/b/a Long Ridge of Stamford ("Long Ridge");
  - e. 240 Church Street Operating Company II, LLC d/b/a Newington Health Care Center ("Newington");
  - f. 1 Burr Road Operating Company II, LLC d/b/a Westport Health Care Center ("Westport");
  - g. 245 Orange Avenue Operating Company II, LLC d/b/a West River Health Care Center ("West River");
  - h. 341 Jordan Lane Operating Company II, LLC d/b/a Wethersfield Health Care Center ("Wethersfield");
  - i. Care One, LLC ("Care One");
  - j. Care One Management, LLC ("Care One Management");
  - k. Care Ventures, LLC ("Care Ventures");
  - l. THCI Company, LLC ("THCI Company");
  - m. THCI Holding Company, LLC ("THCI Holding Company"); and
  - n. THCI Mortgage Holding Company, LLC ("THCI Mortgage Holding Company").
  
2. For each of the Entities, those documents, including but not limited to annual reports, public offering statements, financial statements, balance sheets, minutes of director's meetings and public filings (including but not limited to filings with the State of Connecticut, the State of Delaware, the Commonwealth of Massachusetts, and the State of New Jersey), which show the following information for each of the Entities for the period from January 1, 2009 to the present:

- a. The identity of all corporate, partnership or other business entity officers, directors, managers and managing members;
- b. The identity of all shareholders, partners, members or owners, and the extent of their interest;
- c. The corporate, partnership or other business entity structure of each Entity, including the identity of all subsidiaries or affiliated business entities;
- d. The location of facilities where business is conducted and a description of the business conducted at each facility; and
- e. The extent of ownership interest of each Entity held by any of the other Entities or corporate or partnership officers, directors, members or managers of the other Entities, the date or dates such ownership was acquired, and the consideration paid for such ownership.

3. For each of the Entities, those documents showing the relationship between or among the corporations and individuals listed or referenced in paragraphs 1 and 2 above, for the period from January 1, 2009 to the present.

4. For each of the Entities, those documents, including but not limited to pamphlets, brochures and Internet communications or websites, setting forth a description of the services provided by the Entity, properties owned or managed by the Entity, the nature of the business of the Entity, and the nature of the relationship of the Entity to any other Entity or other businesses, for the period from January 1, 2009 to the present.

5. For each of the Entities, those documents, including corporate, payroll, personnel or other records, books, reports, manuals, notes, correspondence, tables of organization and other writings memorializing, relating or referring to the supervisory and/or managerial hierarchy and structure of each of the Entities, for the period from January 1, 2009 to the present.

6. For each of the Entities, those documents regarding the ownership and management of HealthBridge which will show the following, for the period from January 1, 2009 to the present:

- a. The nature of the business relationship and/or ownership interest between each of the Entities and HealthBridge; and
- b. The date upon which the business relationship and/or ownership interest commenced between each of the Entities and HealthBridge.

7. For each of the Entities, those documents regarding the ownership and management of Danbury, Long Ridge, Newington, West River, Westport and

Wethersfield (collectively, "the Health Care Centers"), which show the following, for the period from January 1, 2009 to the present:

- a. The nature of the business relationship and/or ownership interest between each of the Entities and each of the Health Care Centers; and
- b. The date upon which the business relationship and/or ownership interest commenced between each of the Entities and each of the Health Care Centers.

8. For each of the Entities, those documents showing the complete address (including building floor) of its principal office and ownership of the buildings in which those offices are located, the leases for the space occupied by those offices, and any shared office services, including but not limited to telephone, fax, utilities and personnel, as well as the identity of the provider of such services, for the period from January 1, 2009 to the present.

9. For each of the Entities, those documents, including but not limited to contracts, agreements and invoices, showing all personnel, services or products which are sold, shared or provided by each of the Entities (or any of the owners or principals of the Entities) to any other Entities, for the period from January 1, 2009 to the present.

10. For each of the Entities, those documents, including but not limited to contracts, memoranda of understanding, account statements, and filings with governmental agencies, showing financial resources pooled, exchanged, or shared between any Entity and any other of the Entities, including but not limited to the following, for the period from January 1, 2009:

- a. Health insurance, vision insurance, disability insurance, worker's compensation insurance, life insurance, liability insurance, and any other insurance provided or offered to the employees, officers, or directors of the Entities;
- b. Retirement plans or funds, including but not limited to 401(k) plans, provided or offered to the employees, officers, or directors of the Entities;
- c. Bank accounts, funds, expense accounts, or discount or rewards programs to which any two (or more) Entities have access, authority or control;
- d. Letters of credit, lines of credit, guarantees, bonds, security, or any other source of credit to which any two (or more) Entities have access;
- e. The debt of any Entity held, serviced, guaranteed, or co-signed by any other Entity; and

- f. Agreements, contracts, applications, statements, instruments, certifications, or filings by any Entity and guaranteed, warranted, insured, co-signed, or endorsed by any other Entity.

11. Those documents, including titles, deeds, leases, contracts, purchase agreements and memoranda of understanding, indicating or relating to the purchase, lease, possession, sale, ownership and management of the Health Care Centers and the properties on which they are situated, for the period from January 1, 2009 to the present.

12. Those documents, including titles, deeds, leases, contracts, purchase agreements and memoranda of understanding, indicating or relating to the purchase, possession, sale, ownership and management of HealthBridge, for the period from January 1, 2009 to the present.

13. Those documents showing the operating plans for the Health Care Centers, for the period from January 1, 2009 to the present.

14. Those documents showing all applications for licenses or permits filed by any of the Entities with the local, state or federal governments, with respect to the ownership and operations of the Health Care Centers or HealthBridge Management, and any licenses or permits issued, for the period January 1, 2009 to the present.

15. Those documents showing all filings and applications by any Entity with the State of Connecticut's Department of Public Health or Department of Social Services, regarding the ownership and operations of the Health Care Centers (or their predecessor licensees) or of HealthBridge Management (or its predecessor HealthBridge Management, Inc.), and any licenses issued by, and agreements reached with those agencies, for the period January 1, 2009 to the present.

16. Those documents which show the following for each of the Entities, for the period January 1, 2009 to the present:

- a. The names and addresses of attorneys and accountants who provided service to any of the Entities;
- b. The Entity holding and paying accounts with utility, telephone/fax, and internet providers;
- c. All advertisements to the public for the Health Care Centers or HealthBridge which reference Care Realty or Care One or Care One Management;
- d. The logos maintained by each of the Entities;
- e. All letterheads or fax cover sheets bearing the logo of more than one Entity.

17. Those documents, including but not limited to emails, correspondence, minutes of meetings, notes, memorializations of oral communications, and

memoranda, showing the following information for any businesses (including, but not limited to, Care Realty, Care One, Care Management, and Care Ventures) which provided direct or indirect oversight of the operations management or financial management of HealthBridge and the Health Care Centers, for the period January 1, 2009 to the present:

- a. The name of the Entity for which oversight was provided;
- b. The name of the business providing the oversight;
- c. The names of the owners, members, or shareholders of the business;
- d. The names of the individual who represented the business in providing the oversight;
- e. The reasons for any changes in the identity of the businesses providing such oversight, and the dates of such changes.

18. Those documents setting forth for HealthBridge, the organizational structure, including all departments, the supervisory and managerial structure for each department, the names of the individuals who occupied those positions, the dates they occupied those positions, the business which pays them, and the positions they hold with any other Entity, for the period from January 1, 2009 to the present.

19. Those documents including but not limited to emails, internal memoranda and reports, notes, and communications between and among officers, agents, or representatives of any of the Entities, pertaining to any group (including but not limited to the Entities bargaining team, bargaining committee, or executive committee) tasked with formulating, designing, implementing, maintaining or monitoring labor relations at the Health Care Centers, which show the following, for the period from January 1, 2009 to the present:

- a. The identity the members of any such group by name, employer(s), title(s), job description(s), and the Entities which provide them with compensation;
- b. The name of the group and the responsibilities of the group;
- c. Agendas of all the group's meetings;
- d. The scheduling and attendance of the group's meetings, including attendance by individuals not members of the group;
- e. Labor relations decisions, or other operational or financial decisions affecting labor relations, made by the group.

20. Those documents setting forth the organizational structure of the Health Care Centers, including all departments, and the supervisory and managerial structure for each department, for the period from January 1, 2009 to the present.

21. Those documents that show the state of each Entity's financial condition, including, but not limited to, the following documents, for the period from January 1, 2009 to the present:

- a. All financial statements, balance sheets and profit and loss statements;
- b. All forms or sources of debt, credit, equity, or financial resources;
- c. All state and federal tax returns.

22. For each of the Entities, those documents relating to ownership, directorship, officership, membership, service in an advisory or decision-making capacity, or employment of the following individuals by or for any of the Entities listed or referred to in paragraphs 1 and 2 above, which will show their position(s) held, any written description for such position, the individuals to whom they report, the Entities which compensate them, any authority held by them to act in the interest of any of the Entities, for the period from January 1, 2009 to the present:

- a. Kevin P. Breslin
- b. Albert Lugo, Esq.
- c. Lisa Crutchfield
- d. Edmund Remillard
- e. Daniel E. Straus
- f. Moshael J. Straus
- g. Warren D. Cole
- h. Larry Condon
- i. Dinette Manzi
- j. Anne Stuart
- k. Tim Hodges
- l. Elizabeth Straus
- m. David Wilson
- n. Pat Leja

23. Those documents, including employee manuals, code of conduct, and other rules and procedures, issued to newly hired or rehired employees at each of the Health Care Centers, for the period from January 1, 2009 to the present.

24. The orientation handbook issued to newly hired or rehired employees at the Health Care Centers, for the period from January 1, 2009 to the present.

25. The human resources policies and procedures manuals used by supervisors or managers at the Health Care Centers, for the period from January 1, 2005 to the present.

26. Those documents, including but not limited to emails, internal memoranda and reports, notes, and communications between and among officers, agents, or representatives of any of the Entities, and documents received from or provided to the State of Connecticut, pertaining to the closure of Wethersfield Health Care Center.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**HEALTHBRIDGE MANAGEMENT, LLC;  
CARE REALTY, LLC; CAREONE, LLC;  
107 OSBORNE STREET OPERATING  
COMPANY II, LLC d/b/a DANBURY HCC;  
710 LONG RIDGE ROAD OPERATING COMPANY II, LLC  
d/b/a LONG RIDGE OF STAMFORD;  
240 CHURCH STREET OPERATING COMPANY II, LLC  
d/b/a NEWINGTON HEALTH CARE CENTER;  
1 BURR ROAD OPERATING COMPANY II, LLC  
d/b/a WESTPORT HEALTH CARE CENTER;  
245 ORANGE AVENUE OPERATING COMPANY II, LLC  
d/b/a WEST RIVER HEALTH CARE CENTER;  
341 JORDAN LANE OPERATING COMPANY II, LLC d/b/a  
WETHERSFIELD HEALTH CARE CENTER**

and

**Cases 34-CA-070823  
34-CA-072875  
34-CA-075226  
34-CA-083335  
34-CA-084717**

**NEW ENGLAND HEALTH CARE EMPLOYEES  
UNION, DISTRICT 1199, SEIU, AFL-CIO**

**ORDER**

The Petitioners' Requests for Special Permission to Appeal Administrative Law Judge Kenneth Chu's ruling denying their petitions to revoke the Acting General Counsel's Subpoenas Duces Tecum are denied in part and granted in part. The Petitioners are directed to provide all responsive documents and communications available without resort to analysis of the email backup tapes, subject to the Acting General Counsel thereafter having the opportunity to establish that an additional search of the email backup tapes is necessary, and the Petitioners having the opportunity to

demonstrate that it would be unduly burdensome.<sup>1</sup>

Dated, Washington, D.C., October 31, 2012.

MARK GASTON PEARCE,	CHAIRMAN
BRIAN E. HAYES,	MEMBER
RICHARD F. GRIFFIN, JR.,	MEMBER

---

<sup>1</sup> Member Hayes would grant the special appeal of non-respondent CareOne Management, LLC, subject to the Acting General Counsel having the opportunity, after reviewing the information provided pursuant to the other subpoenas, to persuade the judge that some or all of the subpoenaed material from CareOne Management, LLC is necessary to prosecute the allegations of the complaint.

SUBPOENA DUCES TECUM

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

To Larsen Allen, LLP

Attn: MATTHEW CLAEYS, PARTNER or CUSTODIAN OF RECORDS  
610 West Germantown Pke, Suite 400, Plymouth Meeting, PA 19462

As requested by Nicole Roberts, Counsel for the Acting General Counsel

whose address is A. A. Ribicoff Federal Building, 450 Main Street, Suite 410 Hartford, CT 06103  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

of the National Labor Relations Board

at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410

in the City of Hartford, Connecticut

on the 10<sup>th</sup> day of September 20 12 at 10:00 (a.m.) (p.m.) or any adjourned

or rescheduled date to testify in HEALTHBRIDGE MANAGEMENT, LLC, ET AL.

(Case Name and Number)  
Case Nos. 34-CA-070823, et al.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

See attached  
Instructions and Documents

In accordance with the Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings), objections to the subpoena must be made by a petition to revoke and must be filed as set forth therein. Petitions to revoke must be received within five days of your having received the subpoena. 29 C.F.R. Section 102.111(b) (3). Failure to follow these regulations may result in the loss of any ability to raise such objections in court.

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

B - 612873

Issued at Hartford, Connecticut

this 28<sup>th</sup> day of August 20 12



*Lesfer A. Neltzer*

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

## INSTRUCTIONS & DEFINITIONS

1. The term "document" as used herein shall include, but is not limited to, any electronically stored information, e-mail, paper, pamphlet, brochure, periodical, literature, letter, memorandum, magazine, telegram, telex, cable, facsimile transmission, other correspondence, report, record, newspaper article, study, note, diary, working paper, chart, book, graph, index, floppy disk, removable hard disk, computer generated tape, any magnetic medium, teletype, data sheet or data processing card, time sheet, computation, schedule, contract, analysis, summary, instruction, brief, pleading, or other litigation paper, transcript, or any accounting or draft or preliminary copy of any of the foregoing, together with any attachments, inclusions, enclosures, and annotations thereof or thereto, as well as any other tangible thing on which information is recorded in writing, sound, picture, punches, circuits, programs, or other manner, including supporting, underlying, or prefatory material, however produced or reproduced, to which you have had any access whether or not in your present possession, custody or control.

2. All requests for documents in your possession or control include those in the possession or control of or by your agents, servants, representatives and counsel. "Control" also includes all those documents that you can obtain that are responsive to this request. If a privilege is asserted with respect to any document, please identify that document and state the nature of the privilege.

3. Electronically stored information and e-mails should be produced in the form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

4. If you fail, refuse or are unable to produce any documents requested, please provide the following information relative to each document not produced, stating in writing and with particularity:

- a. the date and form of the document;
- b. the subject matter of the document;
- c. the identity of the person who created the document and any and all persons to whom it was distributed;
- d. the asserted grounds for failure, refusal or inability to produce the document, including citation of the statutory or decisional authority alleged to justify the failure or refusal to produce on grounds of privilege, or an account of the unsuccessful efforts made to locate documents as to which inability to produce is claimed;
- e. the identity, including address and telephone number(s), of the individual(s) having present custody of the document; and
- f. the paragraph or paragraphs of this Subpoena to which the document is responsive.

5. This request seeks production of all documents described, including all drafts and non-identical or distribution copies.

6. This request seeks production of responsive documents in their entirety, without abbreviation, redaction, deletion or expurgation.

7. When used in this subpoena, the term "documents regarding" means all documents that, in whole or in part, discuss, describe, mention, pertain to, reflect, refer to, or relate to the subject of the subpoenaed item.

8. Whenever used in this subpoena, the singular shall be deemed to include the plural, and vice versa; the present tense shall be deemed to include the past tense, and vice versa; the masculine shall be deemed to include the feminine, and vice versa; the disjunctive "or" shall be deemed to include the conjunctive "and," and vice versa; and the words "each," "every," "any," and "all" shall be deemed to include each of the other words.

9. References to the parties or other named entities shall be deemed to include any of their officers, agents, and representatives.

10. All documents produced pursuant to this subpoena are to be organized according to the subpoena paragraph to which the documents are responsive. Labels referring to that subpoena paragraph are to be affixed to each document or set of documents.

11. Unless otherwise notes, this subpoena does not supersede, revoke, or cancel any other subpoena issued in this proceeding.

## **DOCUMENTS**

1. The Combined Financial Statements for Care One, LLC and Affiliates for years ending 2009, 2010 and 2011.

2. Those documents showing the entities described by the terms "Care One, LLC and Affiliates" as used in the Combined Financial Statements for Care One, LLC and Affiliates, for the years ending 2009, 2010 and 2011.

3. Those documents, including source data, showing the relationship between Care One, LLC and each of the following (collectively, the Entities) for the years ending 2009, 2010 and 2011:

- a. Care Realty, LLC ("Care Realty");
- b. HealthBridge Management, LLC ("HealthBridge");
- c. 107 Osborne Street Operating Company II, LLC d/b/a Danbury Health Care Center ("Danbury");

- d. 710 Long Ridge Road Operating Company II, LLC d/b/a Long Ridge of Stamford (“Long Ridge”);
- e. 240 Church Street Operating Company II, LLC d/b/a Newington Health Care Center (“Newington”);
- f. 1 Burr Road Operating Company II, LLC d/b/a Westport Health Care Center (“Westport”);
- g. 245 Orange Avenue Operating Company II, LLC d/b/a West River Health Care Center (“West River”);
- h. 341 Jordan Lane Operating Company II, LLC d/b/a Wethersfield Health Care Center (“Wethersfield”);
- i. Care One Management, LLC (“Care One Management”)
- j. THCI Company, LLC (“THCI Company”);
- k. THCI Holding Company, LLC (“THCI Holding Company”); and
- l. THCI Mortgage Holding Company, LLC (“THCI Mortgage Holding Company”).

4. Those documents showing equity interests or other ownership interests of Care One, LLC and Affiliates in each of the Entities listed above, for the years ending 2009, 2010, 2011, and 2012.

5. Those documents showing any debt secured by Care One, LLC and Affiliates for any of the Entities listed above during the years ending 2009, 2010, 2011, and 2012.

6. Those documents that identify the members of Care One, LLC and Affiliates for the years 2009, 2010, 2011, and 2012.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 34**

**HEALTHBRIDGE MANAGEMENT, LLC; CARE REALTY, LLC a/k/a Care One; 107 OSBORNE STREET OPERATING COMPANY II, LLC D/B/A DANBURY HCC; 710 LONG RIDGE ROAD OPERATING COMPANY II, LLC D/B/A LONG RIDGE OF STAMFORD; 240 CHURCH STREET OPERATING COMPANY II, LLC D/B/A NEWINGTON HEALTH CARE CENTER; 1 BURR ROAD OPERATING COMPANY II, LLC D/B/A WESTPORT HEALTH CARE CENTER; 245 ORANGE AVENUE OPERATING COMPANY II, LLC D/B/A WEST RIVER HEALTH CARE CENTER; 341 JORDAN LANE OPERATING COMPANY II, LLC D/B/A WETHERSFIELD HEALTH CARE CENTER**

**and**

**NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU, AFL-CIO**

**Case Nos. 34-CA-070823  
34-CA-072875  
34-CA-075226  
34-CA-083335  
34-CA-084717**

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S MOTION TO STRIKE NON-  
APPEARING COUNSEL'S PETITION TO REVOKE THIRD PARTY SUBPOENA  
DUCES TECUM**

On August 29, 2012, a Subpoena Duces Tecum (No. B-612873) was served on Larsen Allen LLP, a third-party to the above-captioned matter. A copy of the Subpoena is attached hereto as Exhibit A. On September 4, 2012, Attorney Rosemary Alito filed a Petition to Revoke attached hereto as Exhibit B. For the following reasons, Counsel for the Acting General Counsel seeks to strike the Petition and urges the Administrative Law Judge to find the Petition null and void.

## **Background**

Larsen Allen LLP, also referred to as Clifton Larsen Allen, LLP, is the auditor for Care One LLC (herein "Care One"). Attorney Alito (herein "Petitioner") filed the Petition on behalf of Care One, a named Respondent in the Third Consolidated Amended Complaint, as modified by the Notice of Intent to Amend<sup>1</sup> (collectively, the Complaint). The Complaint alleges that Care One and eight other named Respondents are joint and single employers. The attorney of record for Care One and all of the named Respondents is George Loveland II of Littler Mendelson, P.C. As such, Loveland filed Petitions to revoke subpoenas duces tecums served on Care One and each of the named Respondents. However, Loveland has not filed, on behalf of Care One, a Petition to Revoke the third-party Subpoena served on Larsen Allen, LLP.

On August 29, 2012, Petitioner, by letter to the undersigned, claimed to represent Care One in "certain matters", but she failed to assert that she represented Care One in matters before the National Labor Relations Board. She further concluded, without any proof or explanation, that Care One's combined financial statements were obtained through "improper channels" and demanded their return.

On August 30, 2012, Counsel for the Acting General Counsel requested that Petitioner submit to Region 34 a Notice of Appearance to permit further communication about the case. Petitioner was also informed that another attorney represented the Respondents in this matter. On the same date, Petitioner, by letter, refused to submit a Notice of Appearance, and threatened legal action for what she concluded was the "improper possession" of her clients' confidential records. On August 31, 2012, Counsel

---

<sup>1</sup> On August 29, 2012, Counsel for the Acting General Counsel filed a Notice of Intent to Amend the Third Consolidated Amended Complaint to include Care One, LLC. The Notice of Intent to Amend the Complaint and the Complaint are attached hereto as Exhibits C and D. Care One has been a named party to the consolidated case since the charges were filed (Case 34-CA-075226), and was plead in the Third Amended Consolidated Complaint as Care Realty, LLC "aka Care One."

for the Acting General Counsel responded to Petitioner that her inquiry involved a matter pending for trial in Region 34 of the NLRB, and that the attorneys' assigned to the hearing will only communicate about case related matters with attorneys who represent the parties. Lastly, Petitioner was told that the Attorney of Record for Care One can raise any concerns on behalf of Care One during the administrative proceedings.

### **Grounds to Strike Petition to Revoke**

1. Petitioner failed to comply with the Board's notice requirement for represented parties. Case Handling Manual, Unfair Labor Practice Proceedings, Section 10058.1(b). In this regard, Petitioner is not the attorney of record for Care One in the matter pending before Region 34 of the National Labor Relations Board. Therefore it is improper to recognize the Petition because doing so would grant "defacto" representation to Petitioner who refuses to accept the full responsibility attributed to a formal appearance. Although Care One would have standing to file a petition to revoke a third-party subpoena that seeks Care One documents, only the attorney of record for Care One may do so. Therefore, Counsel for the Acting General Counsel urges the Administrative Law Judge to strike the Petition in its entirety.

2. Petitioner has failed to demonstrate that the Subpoenaed information is in fact confidential or otherwise protected. The party that seeks to avoid production of subpoenaed records bears the burden of establishing such records are confidential, and that production would cause clearly defined and serious injury. See e.g. Ha Management and Oahu Publications, Case 37-CA-8074 (2011) WL 826294. Petitioner is unlikely to meet such a burden primarily because the Subpoenaed information, at least in part, is available pursuant to the Freedom of Information Act (FOIA), despite

Petitioner's claim that the information is "non-public." Thus Petitioner's unsupported and conclusory accusation that Counsel for the Acting General Counsel obtained Care One's combined financial statements through "improper channels" is wholly without merit.

3. In the event Care One's attorney of record raises a confidentiality interest in the Subpoenaed documents, such matters are best addressed by a motion for a protective order rather than a wholesale revocation of the Subpoena. If the confidential nature of the documents are specified and established, Counsel for the Acting General Counsel will consider what if any protective measures may be necessary to permit the forum to see the information while protecting Care One's confidentiality interests.

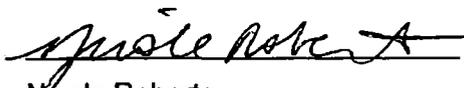
4. Petitioner asserts that the Subpoenaed documents have "absolutely no conceivable relevance to any of the claims in this case." However, Petitioner ignores Complaint Paragraphs 2(a),(b),(c)(d), 3(a)(b), 4(a)(b)(c)(d), as modified by the Notice of Intent to Amend, that alleges Care One and the eight named Respondents are joint and single employers. The combined financial statements include unspecified "affiliates." It is believed that these affiliates include some, if not all, of the eight Respondents. To establish single employer status, the Board considers whether there is common ownership or financial control. Silver Court Nursing Ctr., Inc. & Health Care Services Group, Inc., 313 NLRB 1141, 1142 (1994); referencing Radio Union v. Broadcast Service of Mobile, Inc., 380 U.S. 255, 256 (1965). In this regard, the financial records of Care One and "affiliates" are germane to the issues raised in the pleadings and Respondents' anticipated defenses, and thus the Subpoena is relevant under the standard applied to Board subpoenas. GHR Energy Corp., 707 F.2d 110, 114 (5<sup>th</sup> Cir.

1982); NLRB v. United Aircraft Corp., 200 F. Supp. 48, 50 (D. Conn. 1961), aff'd 300 F.2d 442 (2<sup>nd</sup> Cir. 1962).

For the reasons noted above, Counsel for the Acting General Counsel respectfully urges the Administrative Law Judge to strike Petitioner's Petition to Revoke Third Party Subpoena in its entirety.

Dated at Hartford, Connecticut this 7<sup>th</sup> day of September, 2012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Roberts", with a horizontal line drawn underneath it.

Nicole Roberts  
Counsel for Acting General Counsel  
National Labor Relations Board  
Region 34

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 34

HEALTHBRIDGE MANAGEMENT, LLC; CARE REALTY, LLC a/k/a Care One; 107 OSBORNE STREET OPERATING COMPANY II, LLC D/B/A DANBURY HCC; 710 LONG RIDGE ROAD OPERATING COMPANY II, LLC D/B/A LONG RIDGE OF STAMFORD; 240 CHURCH STREET OPERATING COMPANY II, LLC D/B/A NEWINGTON HEALTH CARE CENTER; 1 BURR ROAD OPERATING COMPANY II, LLC D/B/A WESTPORT HEALTH CARE CENTER; 245 ORANGE AVENUE OPERATING COMPANY II, LLC D/B/A WEST RIVER HEALTH CARE CENTER; 341 JORDAN LANE OPERATING COMPANY II, LLC D/B/A WETHERSFIELD HEALTH CARE CENTER

and

NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU, AFL-CIO

Case Nos. 34-CA-070823  
34-CA-072875  
34-CA-075226  
34-CA-083335  
34-CA-084717

**AFFIDAVIT OF SERVICE OF COUNSEL FOR ACTING GENERAL COUNSEL'S  
MOTION TO STRIKE NON-APPEARING COUNSEL'S PETITION TO REVOKE THIRD  
PARTY SUBPOENA DUCES TECUM**

I, the undersigned employee of the National Labor Relations Board, state under oath that on September 6, 2012, I served the above-entitled document(s) by certified mail upon the following persons, addressed to them at the following addresses:

ROSEMARY ALITO  
ONE NEWARK CENTER, TENTH FLOOR  
NEWARK, NJ 07102-5285  
Certified Mail  
70103090000339331073

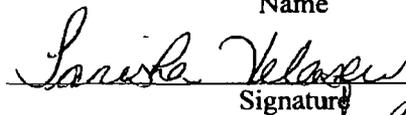
George W. Loveland II, Esquire  
Littler Mendelson, P.C.  
3725 Champion Hills Dr  
Ste 3000  
Memphis, TN 38125-0500  
Certified Mail  
70103090000339330892

September 6, 2012

Date

Tanisha Velasquez, Designated Agent of  
NLRB

Name

  
Signature

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

---

**In the matter of:**

**HealthBridge Management, LLC, et al.**

**Case Nos.   34-CA-070823  
                  34-CA-072875  
                  34-CA-073303  
                  34-CA-075226  
                  34-CA-083335**

---

**CARE ONE, LLC'S OPPOSITION TO MOTIONS OF COUNSEL FOR THE ACTING  
GENERAL COUNSEL TO STRIKE PETITION TO REVOKE SUBPOENA DUCES  
TECUM B-612873, AND FOR LEAVE TO AMEND COMPLAINT TO ADD CARE ONE,  
LLC AS A RESPONDENT**

---

**PRELIMINARY STATEMENT**

Care One, LLC ("Care One") submits this opposition to the motions of Counsel for the Acting General Counsel ("AGC") (i) seeking to strike Care One's Petition to Revoke the Subpoena Duces Tecum B-612873 addressed to CliftonLarsenAllen LLP (hereinafter "CLA"), and (ii) for leave to amend the Complaint to add Care One as a respondent. As demonstrated further below, the AGC's motion to strike should be denied and Care One's Petition to Revoke should be granted. Moreover, since Care One is not a joint or single employer with the named Respondents, it should not be added as a party to this proceeding.<sup>1</sup>

**COUNTER-STATEMENT OF FACTS RELEVANT TO THE MOTIONS**

**A.   The Nature of the Financial Statements at issue in the Petition to Revoke**

Care One is a privately owned family business with no employees. Its financial information, including its audited financial statements, contain confidential statistical data and

---

<sup>1</sup> The Administrative Law Judge has conditionally added Care One as a party, subject to further briefing on this issue.

data concerning the amounts and sources of income, profits, and losses of Care One; as well as non-public information about the nature and scope of investments made by Care One. They also contain extremely sensitive and private personal information about Care One's owners, members, and other investors, including their identities and the nature and extent of the financial interests they hold.

As Care One is not a public company, its audited financial statements are not publicly available. Care One takes careful steps to preserve the confidentiality of its audited financial statements. Copies are made available only to certain of its owners and outside auditors and other tax and legal advisors. All recipients of these statements are provided these statements in confidence and are legally obligated to safeguard the confidentiality of these statements.

Public disclosure of Care One's audited financial statements would result in irreparable harm to Care One and its owners, members, and investors. Among other things, it would allow competitors of Care One to gain an unfair competitive advantage over Care One by acquiring non-public information about Care One's income, profits, losses, and investments. It would also allow members of the public to obtain highly sensitive and private information about Care One's owners, members, and other investors.

**B. The AGC Improperly Obtains Care One's Audited Financial Statements for 2009 and 2010**

Sometime prior to August 24, 2012, Nicole Roberts ("Roberts") counsel for the AGC, came into possession of copies of Care One's 2009 and 2010 financial statements through an as-yet unidentified source that was not entitled to possess them. Instead of notifying Care One that she had these documents, Roberts telephoned CLA, Care One's outside auditors, on August 24, 2012, seeking additional information regarding these documents. Roberts spoke with Matthew Claeys, a partner of CLA, at approximately 4:10 p.m. on August 24, 2012. During this call,

Roberts described herself as a “prosecutor” with the Board in connection with a case against Care One and various affiliates in Connecticut. Roberts told Mr. Claeys that she wanted information regarding Care One and its affiliates and asked if Mr. Claeys could provide information. Roberts said that if Mr. Claeys did not provide the requested information, she would serve a subpoena for this information. Roberts stated that there was a trial starting on September 10, 2012, and that it would be quicker if Mr. Claeys simply gave her the information she sought and answered her questions.

Roberts informed Mr. Claeys that she was in possession of copies of Care One’s audited financial statements for 2009 and 2010 and wanted additional details regarding these statements. As noted above, these audited financial statements contain extremely sensitive and confidential financial information regarding Care One and various individual owners of Care One, and they are non-public documents. CLA maintains these records in strict confidence and does not disclose them to third parties without its clients’ express authorization or compulsory legal process. Roberts did not explain to Mr. Claeys how she had come into possession of these financial statements.

Roberts then stated that she wanted to know whether HealthBridge Management, LLC (“HealthBridge”), Care Realty, LLC (“Care Realty”), Osborn Street LLC and a number of other entities were covered within the scope of the financial statements. After listing several entities, Roberts told Mr. Claeys that she was inquiring about many entities and would email him the list of the entities. Mr. Claeys informed Roberts that she could email Mr. Claeys her list. Roberts never did so.

Mr. Claeys told Roberts that he would have to inform Care One and CLA’s in-house counsel about Roberts’s inquiry and that he would get back to her. Mr. Claeys was not prepared

to provide information regarding his client's highly sensitive and confidential financial statements without first speaking with counsel and receiving his client's consent. In response, Roberts was adamant that Mr. Claeys not tell Care One about her inquiry, claiming it would only "slow down the process." In this call, Roberts acknowledged that she had not obtained copies of Care One's financial statements through legitimate channels, noting that the AGC had previously served a subpoena upon Care One seeking this information, but that Care One had objected.

Mr. Claeys stated that he needed to consult with his firm's in-house counsel. Roberts insisted that after Claeys did so, he should call Roberts back before 5:00 p.m. that afternoon, or else over the weekend on her cell phone number if he could not return her call by 5:00 p.m. Mr. Claeys did not call Roberts back or provide any additional information to her, but instead, notified CLA's in-house counsel. Roberts thereafter served the subpoena at issue in the Petition to Revoke on CLA.

**C. The AGC Refuses to Return the Improperly-Obtained Financial Statements**

On August 29, 2012, Care One, through the undersigned counsel, e-mailed Roberts a letter demanding the immediate return of the improperly obtained Care One financial statements that Roberts referenced in her August 24 telephone call with Mr. Claeys. Care One's counsel also demanded that Roberts disclose how she obtained the statements and refrain from using them in any way. (Exhibit A). On August 30, 2012, Roberts responded by e-mailed letter stating that she would not address the issue of the improperly-obtained documents until Care One's counsel entered an appearance in the above-referenced proceedings. (Exhibit B). Care One's responded by letter emailed on August 30, 2012, stating that Care One was not required to enter an appearance to address Roberts' improper possession of Care One's financial statements. (Exhibit C). Roberts responded by letter emailed on August 31, 2012, reiterating her

refusal to address the issue of the improperly-obtained documents with Care One's counsel and stating that the AGC and its attorneys would only communicate about case-related matters with attorneys who represent the parties in the administrative case before the Board. (Exhibit D).

After the AGC filed the instant motion to strike, the undersigned entered an appearance in this matter. (Exhibit E). Thereafter, by letter dated October 5, 2012, the undersigned renewed its demand that Roberts return the improperly-obtained financial statements. (Exhibit F). To date, Roberts has ignored this letter.

### **LEGAL ARGUMENT**

#### **I. THE PETITION TO REVOKE SHOULD BE GRANTED**

##### **A. The AGC's Motion to Strike Should be Denied**

The AGC's motion to strike Care One's Petition to Revoke should be denied. The AGC baselessly claims that "Petitioner failed to comply with the Board's notice requirement for represented parties." The only authority Petitioner cites in support of this notice requirement is Section 10058.1(b) of the Board's Case Handling Manual, Unfair Labor Practice Proceedings ("Manual"). However, it is well-established that the Manual is not binding authority but merely a set of instructions to regional personnel. *See, e.g. CMI-Dearborn Inc.*, 327 NLRB 771, 780 n.27 (1999). The Manual itself contains a disclaimer that states that it "is not a form of binding authority, and the procedures and policies set forth in the Manual do not constitute rulings or directives of the General Counsel or the Board." Moreover, neither the pertinent statute nor Board regulation addressing petitions to revoke requires the filing of a formal notice of appearance before the filing of a Petition to Revoke. *See* 29 U.S.C. § 161(1); 29 C.F.R. § 102.31(b). The applicable statute governing such petitions merely sets out the requirement that the petition be filed within five days after service. *See* 29 U.S.C. § 161(1). The relevant Board

regulation merely sets forth the requirement that the petition be in writing. 29 C.F.R. § 102.31(b) (any person seeking to revoke a subpoena “shall, within 5 days after the date of service of the subpoena, petition in writing to revoke the subpoena”).

The AGC makes the curious assertion that it would be “improper to recognize the Petition because doing so would grant ‘defacto’ [sic] representation to Petitioner who refuses to accept the full responsibility attributed to a formal appearance.” The AGC does not specify what “the full responsibility attributed to a formal appearance” would entail. Contrary to the AGC’s position, the Board’s “Notice of Appearance” Form 4701 does not set forth a representative’s responsibilities. It merely provides a form on which the representative can set forth his or her name, address, and contact information, and it allows the representative to specify whether he or she is an attorney. However, Care One previously furnished all of this information to the Board when it electronically filed the Petition to Revoke using the Board’s website. In any event, Care One has since filed the “Notice of Appearance” Form 4701 on September 19, 2012 (See Exhibit E). Thus, any purported concerns the AGC has about the undersigned’s “full responsibility attributed to a formal appearance” are no longer viable. The motion to strike should be denied.

**B. The Information Sought in the Subpoena is Highly Confidential**

The AGC conclusorily asserts that Care One “has failed to demonstrate that the Subpoenaed information is in fact confidential or otherwise protected.” To the contrary, as demonstrated in the Petition to Revoke, the subpoena seeks highly confidential financial details about Care One including: (1) its combined financial statements; (2) all other entities covered by the financial statements; (3) relationships with other entities; (4) equity and ownership interests; (5) debt secured by Care One for any of these entities; and (6) all of its members. Indeed, the financial statements sought in the Subpoena contain highly confidential statistical data and data

concerning the amounts and sources of income, profits, and losses of Care One; as well as non-public information about the nature and scope of investments made by Care One. They also contain extremely sensitive and private personal information about Care One's owners, members, and other investors, including their identities and the nature and extent of the financial interests they hold. As Care One is a privately-owned family business, none of this information is publicly available. Moreover, disclosure of this information would irreparably harm Care One in that it would allow competitors of Care One to gain an unfair competitive advantage over Care One, inter alia, by acquiring non-public information about Care One's income, profits, losses, and investments, as well as highly sensitive and private information about Care One's owners, members, and other investors.

The AGC asserts, without support, that the subpoenaed information "at least in part, is available pursuant to the Freedom of Information Act (FOIA)." The AGC fails to specify what "part" of the information covered by the subpoena is publicly available under FOIA, nor does it specify how the AGC actually acquired the confidential financial statements to which Roberts referred in her telephone conversation with Mr. Claeys on August 24, 2012. Contrary to the AGC's position, none of the information called for in the subpoena is available through FOIA. FOIA's exemption 4 protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." 5 U.S.C. § 552(b)(4). All of the information covered by the Subpoena clearly falls within that category. Moreover, to the extent that there could be any argument that any of this information was not exempt from disclosure, the Board's own regulations required it to provide Care One with reasonable notice and an opportunity to object before releasing information that it reasonably believed contains information protected from disclosure by FOIA, including "commercial or financial information obtained by the

Agency from a submitter that may be protected from disclosure under Exemption 4 of the FOIA.” 29 C.F.R. § 102.117(c)(2)(iv). The AGC never provided Care One with any notice that it had Care One’s audited financial statements or that it intended to use them in connection with this consolidated matter. Thus, the AGC’s unsupported claim that the information is available “in part” through FOIA does not undermine the confidentiality of the documents sought in the subpoena.<sup>2</sup> Since the documents are clearly confidential documents, and since public disclosure of the documents would irreparably harm Care One, the Petition to Revoke should be granted.

**C. The Information Sought in the Subpoena is Irrelevant**

Finally, and contrary to the AGC’s position, the documents sought in the subpoena are not relevant to any disputed issue in this case. The AGC argues that Care One is a “joint and single employer” with the eight named respondents in this case. However, Care One is a holding company with no employees and, therefore, cannot be an “employer” under the Act. Operating Engineers Local 487 Health Fund, 308 NLRB 805 (1991). Accordingly, Care One cannot be a joint or single employer (see Point II, *infra*), and the requested financial records are not relevant to determining joint or single employer status.

In order to establish that Care One is a joint employer with one or more of the respondents, the AGC must show that the entities “share or codetermine those matters governing the essential terms and conditions of employment.” Aim Royal Insulation, Inc. and Jacobson Staffing, L.C. and International Association of Heat & Frost Insulators & Allied Workers, AFL–

---

<sup>2</sup> The AGC alternatively argues that the Administrative Law Judge should consider a protective order in lieu of wholesale revocation to protect Care One’s confidential financial information. However, as the Subpoenaed information lacks relevance to any disputed issue in this case (see Part I.C, *infra*), there is no need for the ALJ to reach the issue of whether a protective order would sufficiently protect Care One’s confidentiality interests. In any event, given Roberts’s conduct in surreptitiously contacting Care One’s outside auditors on August 24 and then asking one of those auditors to keep that contact a secret from Care One, there is no reason to believe that the AGC would even honor any protective order that the ALJ may enter in this case.

CIO, Local No. 73, 358 NLRB No. 91, slip op. at 7-8 (Jul. 30, 2012) (citing Laerco Transportation, 269 NLRB 324, 325 (1984)). There must be evidence that one employer “meaningfully affects matters relating to the employment relationship such as hiring, firing, discipline, supervision, and direction of the other employer’s employees.” Id.

Financial statements are, at best, minimally relevant to this test. Historically, the Board has applied four criteria in determining whether separate entities constitute a single employer: (1) interrelation of operations, (2) common management, (3) centralized control of labor relations, and (4) common ownership or financial control. Hydrolines, Inc., 305 NLRB No. 40 (1991); Continental Radiator Corp., 283 NLRB 234 at n. 4 (1987). However, the Board has stressed that the first three criteria are more critical than common ownership. Airport Bus Service, 273 NLRB 561 (1984), disavowed on other grounds in St. Marys Foundry Co., 284 NLRB 221 n. 4 (1987). As shown in Point II below, Care One cannot be considered a joint or single employer under this test since it is a holding company with no employees. Given this, there is no need to allow the AGC to engage in a fishing expedition into Care One’s highly confidential financial information in possession of its outside auditors. For this additional reason, the Subpoena to CLA should be revoked.

**II. THE AGC SHOULD NOT BE PERMITTED TO AMEND THE COMPLAINT TO ADD CARE ONE LLC AS A RESPONDENT**

**A. The AGC Never Investigated the Issue of Care One’s Potential Liability before Filing a Complaint**

The Administrative Law Judge also should deny the AGC’s request to join Care One as a Respondent. Until filing its Notice of Intent to Amend the Complaint on August 28, 2012 – less than two weeks before the start of the hearing in this case – the AGC never sought to amend the Complaint to add Care One as a respondent. Indeed, before proceeding to move to amend the

complaint in this case, the AGC never even investigated the issue of Care One's liability.

According to the Manual, during the investigative stage:

(c) *Identification of Other Parties and Derivative Liability*: The Board agent should also explore with the charging party whether any entities other than those already named in the charge may be liable to remedy the alleged unfair labor practices. Thus, in certain circumstances where an unnamed party, such as an alter ego, successor, partner, individual or trustee in bankruptcy, may be derivatively liable for remedying the alleged unfair labor practices, amendment of the charge should be sought to reflect such party as derivatively liable. . . .

NLRB, Casehandling Manual, Part One, Unfair Labor Practice Proceedings (Dec. 2011), Section 10054.2(c). Moreover, “[a]ny issues of potential inability to remedy the alleged unfair labor practices should be promptly and thoroughly investigated.” Id. at Section 10056. The Manual provides that the AGC should amend the complaint to add additional parties only “when events subsequent to the issuance of complaint disclose the existence of an alter ego, successor, individual, trustee in bankruptcy, or other party which should be alleged as derivatively liable for remedying the alleged unfair labor practices.” Id. at Section 10274.4 (emphasis added) (citations and internal cross-references omitted).

Here, there have been no “events subsequent to the issuance of the complaint” that could have given rise to a finding that Care One might be liable in this case. Although, as noted above, the Manual is not binding authority, it clearly demonstrates that the Board had the practical ability to explore the issue of Care One's possible liability long before it issued any of the four (4) separate Complaints issued in this consolidated matter. It never did so. In fact, the Union never named Care One as a respondent on the face of any of its Charges in this consolidated matter.<sup>3</sup> The AGC should not be permitted to add Care One as a new respondent at this late date, particularly absent any justification for failing to investigate the issue of Care One's alleged

---

<sup>3</sup> While the Union listed Care One on its service sheet, the Region never asked Care One to respond to the Charges during its investigations, and Care One never did so.

liability long before issuance of a Complaint. For this reason alone, the AGC's motion to add Care One as a respondent should be denied.

**B. Care One is Not a Joint or Single Employer**

Even if the AGC had timely investigated the issue of Care One's liability, its request to join Care One as a respondent still should be denied. As noted above, in order to establish that Care One is a joint employer with one or more of the named respondents, the AGC must show that the entities "share or codetermine those matters governing the essential terms and conditions of employment." Aim Royal Insulation, 358 NLRB No. 91, slip op. at 7-8. Care One is not a joint employer under this test. In fact, it is not an employer at all since it is a holding company with no employees. Operating Engineers Local 487 Health Fund, *supra*. Without any employees, Care One simply cannot share or co-determine matters governing essential terms and conditions of employment with any of the named respondents. For this additional reason, the ALJ should deny the AGC's request to add Care One as a respondent.

**C. Care One is Not the Alter Ego of the Respondents**

Finally, although the AGC does not argue that Care One is the alter ego of any of the named respondents, there would be no basis to add Care One as a respondent under an alter ego theory. The AGC has the burden of establishing alter ego status. US Reinforcing, Inc., 350 NLRB 404, 404 (2007). Factors relevant to alter ego status include whether two entities have substantially identical ownership, management and supervisors, business purpose, operation, customers, and equipment. Id. "The Board also looks to whether the purpose behind the creation of the alleged alter ego was legitimate or whether, instead, its purpose was to evade responsibilities under the Act." Id.

Here, the AGC cannot show that Care One is an alter ego of any of the named Respondents. First, as noted above, Care One is a holding company with no employees. As

such, it cannot have common management or supervision with any of the named Respondents. Moreover, as a holding company, its business purpose is different from those of Respondents – a management company that provides services to assisted living facilities in Connecticut, special purpose limited liability companies that operate various assisted living facilities in Connecticut, and a no-employee holding company that owns indirectly the assisted living facilities in Connecticut. Furthermore, the Board cannot claim that Care One was created to evade responsibilities under the Act, because it has been in existence long before any of the issues in this case arose. Thus, there would be no basis to join Care One as a respondent in this matter under an alter ego theory.

### **CONCLUSION**

For each of the foregoing reasons, Care One respectfully requests that the AGC's motion to strike should be denied and Care One's Petition to Revoke the subpoena to its outside auditors, CLA, should be granted. Moreover, since Care One is not a joint or single employer with the named Respondents, Care One respectfully submits that it should not be added as a party to this proceeding

Respectfully submitted

**K&L GATES LLP**  
Attorneys for Care One, LLC

By:     /s/ Rosemary Alito      
Rosemary Alito

DATED: October 10, 2012

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that copies of the aforesaid Opposition to Motions of Counsel for the Acting General Counsel to Strike Petition to Revoke Subpoena Duces Tecum B-612873, and for Leave to Amend Complaint to Add Care One, LLC as a Respondent, were served on October 10, 2012, in the manner set forth below:

Kenneth Chu, Administrative Law Judge  
National Labor Relations Board, Division of Judges  
120 West 45th Street  
New York, New York 10036

E-Filing on Agency Website

Jennifer F. Dease  
John McGrath  
Counsel for the Acting General Counsel  
NLRB - Region 34  
A.A. Ribicoff Federal Building  
450 Main Street, Suite 410  
Hartford, CT 06103

E-Mail: [Jennifer.dease@nlrb.gov](mailto:Jennifer.dease@nlrb.gov)  
[john.mcgrath@nlrb.gov](mailto:john.mcgrath@nlrb.gov)

Kevin A Creane, Esq.  
Law Firm of John M. Creane  
92 Cherry Street  
P.O. Box 170  
Milford, CT 06460

E-Mail: [KACreane@aol.com](mailto:KACreane@aol.com)

/s/ George P. Barbatsuly

\_\_\_\_\_  
George P. Barbatsuly

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 34

HEALTHBRIDGE MANAGEMENT, LLC; CARE REALTY, LLC; 107 OSBORNE STREET OPERATING COMPANY II, LLC D/B/A DANBURY HEALTH CARE CENTER; 710 LONG RIDGE ROAD OPERATING COMPANY II, LLC D/B/A LONG RIDGE OF STAMFORD; 240 CHURCH STREET OPERATING COMPANY II, LLC D/B/A NEWINGTON HEALTH CARE CENTER; 1 BURR ROAD OPERATING COMPANY II, LLC D/B/A WESTPORT HEALTH CARE CENTER; 245 ORANGE AVENUE OPERATING COMPANY II, LLC D/B/A WEST RIVER HEALTH CARE CENTER; 341 JORDAN LANE OPERATING COMPANY II, LLC D/B/A WETHERSFIELD HEALTH CARE CENTER

and

NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU, AFL-CIO

Case Nos. 34-CA-070823  
34-CA-072875  
34-CA-075226  
34-CA-083335  
34-CA-084717

THE ACTING GENERAL COUNSEL'S REPLY TO CARE ONE, LLC'S OPPOSITION TO THE ACTING GENERAL COUNSEL'S MOTION TO STRIKE AND OPPOSITION TO LEAVE TO AMEND THE COMPLAINT TO ADD CARE ONE LLC AS A RESPONDENT

I. Introduction

On October 10, 2012, Care One LLC ("Care One") submitted an Opposition to the Motions of Counsel for the Acting General Counsel (the "AGC") seeking to (1) strike Care One's Petition to Revoke the Subpoena Duces Tecum B-612873 addressed to CliftonLarsenAllen LLP (CLA), and (2) amend the Complaint to name Care One, LLC as

a Respondent. Because Care One has been alleged by the Acting General Counsel (the AGC) to be a single and joint employer, it should be added as a party to the proceeding so that allegation can be freely and fairly litigated.

**II. Care One's allegation that Counsel for the AGC possesses "improperly-obtained financial records" is unfounded.**

Care One's accusation that the Counsel for the AGC is in possession of "improperly-obtained financial statements" appears to be based on no more than unrestrained suspicion and allegations of fact unhinged from reality. Counsel for the AGC is happy to present these so-called "improperly-obtained financial statements" to the ALJ for an ex-parte, in camera review, and is willing, as part of that review, to satisfy all of the ALJ's questions regarding how those documents came to its possession. Counsel for the AGC is confident that the ALJ will be entirely satisfied that Care One's allegations that the documents were improperly obtained are unjustified and unwarranted.<sup>1</sup>

Counsel for the AGC is unwilling to provide these documents to Respondent at this time, as Counsel for the AGC has an understandable suspicion that the tone and tenor of Care One's Opposition may have been calculated to induce Counsel for the AGC to tip its proverbial hand. Counsel for the AGC may or may not attempt to enter the documents into evidence. Until then, Counsel for the AGC has important interests in keeping the sources of its information confidential. Furthermore, Counsel for the AGC has an important interest in preserving civility and decorum in its investigations and

---

<sup>1</sup> On pages 2 – 4 of its Opposition, Care One's counsel describes in detail a conversation to which she was not a party. The entire account is hearsay, and inaccurate in its descriptions and characterizations of what was said. Counsel for the AGC need not defend itself against attempts to malign its conduct or character through such hearsay. Counsel for the Acting General Counsel is confident that the in-camera review of the documents will clearly and objectively show that Ms. Alito's allegations need not, and should not, be mistaken for fact.

these proceedings. Counsel for the AGC feels that it should not be forced to indulge baseless accusations.

Counsel for Respondents has raised as an issue Region 34's insistence that Ms. Alito file an appearance before Counsel for the AGC would communicate with her about ongoing proceedings involving Care One. The Region's insistence that Ms. Alito file an appearance was not meant to impede the ability of any attorney to represent his or her client. To the contrary, it was because the Region found itself in a good-faith predicament. At the time Ms. Alito contacted Counsel for the AGC, Region 34 had a good faith belief that Mr. Loveland had appeared as the attorney of record for Care One. This was based on (1) appearances filed by Mr. Loveland in cases such as Case No. 34-CA-075226 (Exhibit A), and (2) the fact that Mr. Loveland had already filed a Petition to Revoke on behalf of Care One.<sup>2</sup>

Counsel for the AGC agrees that Care One has every right to choose its attorney, to change its attorney, or to be represented by multiple attorneys. However, for both ethical and practical reasons, the Region must be informed of whom it should treat as a party's representative.<sup>3</sup> After the Region was contacted by Ms. Alito, the Region informed Mr. Loveland of the situation, and requested that his representational status be clarified. However, this was never done. The Region requested that Ms. Alito file an appearance, but she refused. What was the Region supposed to do? Simply put, Counsel for the AGC cannot investigate or litigate cases without knowing with certainty who represents whom.

---

<sup>2</sup> Previously, in Case No. 34-CA-12715, a subpoena duces tecum was served on Care One, LLC on July 20, 2011, and that on July 27, 2011, a petition to revoke was filed by Care One, LLC through Jonathan Kaplan, who is Respondents' representative in these proceedings as well as Mr. Loveland's law partner.

<sup>3</sup> Indeed, Mr. Loveland's appearances requested that all communications be directed to him.

Now that Care One's representative has been firmly established, and that Care One's counsel has brought its concerns about allegedly "improperly-obtained financial statements" to the ALJ's attention, the issue can finally be resolved. Again, Counsel for the AGC suggests that the documents be presented for an in camera review. This will expediently resolve the issue, and the case can proceed.

**III. Care One, LLC should be named as a Respondent in the Complaint so that the AGC's allegations that Care One constitutes a joint and single employer with the other named Respondents can be fully and fairly litigated.**

The Complaint should be amended to add Care One as a Respondent in this proceeding because the General Counsel has alleged that Care One is a joint and single employer with the other named Respondents. The General Counsel is not required to prove its case prior to making such an allegation. Rather, the purpose of the allegation in the Complaint is for the party to be on notice of the allegation and to respond to it. Care One denies the allegation that it is a joint and single employer with the other Respondents. However, Care One's protests are no reason to prevent the Regional Director from pleading Care One in the Complaint and providing evidence in support of the allegation.

Here, amending the Complaint will enable the AGC to present its case, during which the evidence will show that Care One exerts control over its wholly owned subsidiary, HealthBridge Management, LLC, as well as over the operating companies named as Respondents in this case. The attached document, available from the Connecticut Secretary of State's public records website ([www.concord-sots.ct.gov](http://www.concord-sots.ct.gov)) shows that Care One LLC is listed as the principal and "manager" of HealthBridge Management, LLC. (Exhibit B.) The attached code of conduct (Exhibit C) shows that

Care One, LLC was involved with other entities in developing a code of conduct that applied to, among others, employees of HealthBridge Management, Inc.<sup>4</sup> The attached employee emergency contact form, from the file of an employee at Westport Health Care Center, suggests that Care One's presence is not so remote from employees. (Exhibit D.)

The end of Mr. Kevin Breslin's employment with Care One and with other Respondents illustrates the interrelationship of employment decisions between those entities. Attached is the copy of a civil complaint filed by Care One against Mr. Breslin (Exhibit E, the "Breslin Complaint"). The Breslin Complaint alleges that Breslin breached his fiduciary duties to Care One, LLC. It further alleges that "Plaintiff terminated Mr. Breslin for 'cause' on May 18, 2012. On that same date, Mr. Breslin was also terminated for 'cause' from his employment and other positions with all other related and affiliated businesses." (Breslin Compl. at ¶ 11.) The Breslin Complaint also appears to admit that Breslin received a beneficial ownership in Care One LLC as compensation for his services to Care One, LLC "and its subsidiaries." (Breslin Compl. at ¶ 7.)

While the Breslin Complaint does not name Care One's "related and affiliated businesses," Respondents' answers indicated that Respondents HealthBridge, Danbury, Long Ridge, Newington, West River, Westport, and Wethersfield fall under that definition. Specifically, each of those entities, in its May 11, 2012 Answer to the First Amended Consolidated Complaint, admitted that Breslin was its Executive Vice President. (At ¶ 8.) However, in the July 19, 2012 Answers to the Second Amended Consolidated Complaint, Respondents HealthBridge, Danbury, Long Ridge, Newington,

---

<sup>4</sup> To the extent that Care One argues, repeatedly, that it is a holding company with no employees, finding Care One's name on a code of conduct suggests differently.

West River, Westport, and Wethersfield, denied that Kevin Breslin was the Executive Vice President of those entities. (At ¶ 8.) Most likely because, as described in the Breslin Complaint, Breslin had been fired on May 18, 2012 from his employment with Care One LLC and its subsidiaries and affiliates.<sup>5</sup> Evidently, Care One, LLC exerts some degree of control over (or at least coordination with) the other Respondents in whom they hire and fire – at least as far as executive vice presidents go.

Needless to say, this is not the entirety of the AGC's case against Care One: additional evidence of Respondent Care One's status as a joint and single employer will be introduced at trial. But Care One's opposition should not be read to require the AGC to present its case in the order Respondents prefer. This evidence is sufficient to make a threshold showing of a dispute of a material issue for hearing. As such, Care One's Opposition should be denied so that the issue can be freely and fairly litigated at hearing. To deny the AGC leave to amend the Complaint would be unjust in that it would prevent the AGC from fully litigating this allegation.

Care One has argued that it is a holding company with no employees, and therefore cannot be an "employer" under the Act. First, Counsel for the AGC does not know that necessarily to be the case. Care One has produced no evidence to support its claim that it has no employees, and has not yet produced even a single document in response to the subpoena issued to it in August. Rather, it wants the allegation pitched from the Complaint based only on its word. But, to the contrary, the Breslin Complaint

---

<sup>5</sup> As Care One's pleadings in federal court, and Respondents' answers to the First Amended Consolidated Complaint show, Kevin Breslin was simultaneously the Executive Vice President of both Care One and several Respondents. That would suggest that Care One and Respondents do share *some* common management or supervision. Thus, Care One's claim that "...Care One is a holding company with no employees. As such, it cannot have common management or supervision with any of the named Respondents" appears inaccurate. If Counsel for the AGC is wrong, however, the swift production of those relevant documents subpoenaed from Care One should clear that right up.

described Breslin as “an employee and/or officer of Plaintiff [Care One].” (Breslin Compl. at ¶15.) Second, even if it is true that Care One has no employee on its own payroll, that is not dispositive of the issue. A holding company with no “operations” of its own, but which acted through its subsidiaries, has been held to be a single employer with one of those subsidiaries. *Mammoth Coal Company*, 358 NLRB No. 159, 10-11 (September 28, 2012). The absence of an arm’s length relationship between two companies is the hallmark of a single employer. *Covanta Energy Corp.*, 356 NLRB No. 98, at 35 (2011). “A single-employer analysis is appropriate where two ongoing businesses are coordinated by a common master.” *Id.* at 34. “[T]he fundamental inquiry is whether there exists overall control of critical matters at the policy level. *Id.* (citations and internal quotations omitted).

Care One’s citation to *Operating Engineers Local 487 Health Fund*, 308 NLRB 805 (1991), misses the mark here. There, after examining a record fully developed before the ALJ, the Board found that the respondent at issue (the Fund) was not an employer because the General Counsel had failed to prove that it exerted control over any employees, as opposed to independent contractors. 308 NLRB at 806 (“Applying the right-of-control test to the facts of this case, we find, contrary to the judge, that Michael and/or American Administrators is not an employee of the Fund.”). Care One simply cannot cite to that case to support the proposition that the AGC is at this time incapable of proving its allegation that Care One is an employer under the Act.

**IV. Care One’s claim that the AGC never investigated Care One’s liability is untrue.**

Respondent claims that “the Union never named Care One as a respondent on the face of any charges in this consolidated matter” and that “while the Union listed

Care One on its service sheet, the Region never asked Care One to respond to the Charges during its investigations, and Care One never did so.” (At 10.) This claim is without merit. First of all, Care One was identified on the face of several charges as “Care Realty (aka CareOne).” Semantics aside, Care One cannot claim that “Care One” cannot be found on the face of the charges. Second, as the formal papers show, box 1(a) of the charge lists several entities as Charged Parties and then states “see attached.” Care One calls the attached sheet a “service sheet,” but clearly the Union intended the sheet not to be a mere service sheet, but a continuation of the list of charged employers. Even if the Union had typed each employer's name into box 1(a) of the charge, it would not have been able to clearly identify the employer's addresses and other contact information on the face of the charge, as there simply was not enough room. As such, the attached sheets clearly were a continuation of the charge, and not something to be ignored.<sup>6</sup>

Attached as Exhibit F is a copy of the Docketing letter, Charge, and §10(j) letter sent specifically to Care One, LLC in Case No. 34-CA-070823. These letters, contrary to Care One's assertion, requests a response. Also attached is the docketing letter in Case No. 34-CA-083335, which is addressed to Care One. (Exhibit G.) To the extent that Care One claims that it has not responded to any of the charges, Care One has no one to blame but itself. Simply put, Care One has cited to no legal authority to show that

---

<sup>6</sup> Further, it should be noted that service on one member of a single, integrated employer is service on all other members. *Tragniew, Inc.*, 185 NLRB 962, 969 (1970).

an employer's failure to respond to a charge somehow prohibits the Regional Director from issuing a complaint against that employer.<sup>7</sup>

Care One's claim that "the AGC never even investigated the issue of Care One's liability" is simply wrong. The best way for Counsel for the AGC to disprove that naked allegation is by presenting its case against Care One.

**V. Care One's Petition to Revoke the Third Party Subpeona issued to CliftonLarsenAllen LLP should be denied on the merits.**

Even though Counsel for the AGC believes that Care One's Petition to Revoke should be struck, absent that, Care One's Petition to Revoke the Larsen Allen Subpoena should be denied on the merits because the documents responsive to that subpoena are likely to produce evidence relevant to the AGC's allegations that Care One and the other Respondents constitute a single integrated employer. Petitioner has failed to demonstrate that the Subpoenaed information is in fact confidential or otherwise protected. The party that seeks to avoid production of subpoenaed records bears the burden of establishing such records are confidential, and that production would cause clearly defined and serious injury. See e.g. *Ha Management and Oahu Publications*, Case 37-CA-8074 (2011) WL 826294. Petitioner is unlikely to meet such a burden, and has made no effort to do so. Rather, it has made mere assertions of confidentiality.

Matters of confidentiality are best addressed by a motion for a protective order rather than a wholesale revocation of the Subpoena. If the confidential nature of the documents are specified and established, Counsel for the AGC will consider what if any

---

<sup>7</sup> Indeed, as the docketing letter warns, the failure to fully cooperate during the investigation may result in litigation.

protective measures may be necessary to permit the forum to see the information while protecting Care One's confidentiality interests.

Care One asserted that the Subpoenaed documents have "absolutely no conceivable relevance to any of the claims in this case." However, Petitioner ignores Complaint Paragraphs 2(a),(b),(c)(d), 3(a)(b), 4(a)(b)(c)(d), as modified by the Notice of Intent to Amend, that alleges Care One and the eight named Respondents are joint and single employers. The combined financial statements include unspecified "affiliates." It is believed that these affiliates include some, if not all, of the eight other Respondents. To establish single employer status, the Board considers whether there is common ownership or financial control. *Silver Court Nursing Ctr., Inc. & Health Care Services Group, Inc.*, 313 NLRB 1141, 1142 (1994). In this regard, the financial records of Care One and "affiliates" are germane to the issues raised in the pleadings and Respondents' anticipated defenses, and thus the Subpoena is relevant under the standard applied to Board subpoenas. *GHR Energy Corp.*, 707 F.2d 110, 114 (5th Cir. 1982); *NLRB v. United Aircraft Corp.*, 200 F. Supp. 48, 50 (D. Conn. 1961), *affd.* 300 F.2d 442 (2d Cir. 1962).

For the reasons noted above, Counsel for the Acting General Counsel respectfully urges the Administrative Law Judge to (1) deny Care One's Opposition to the amendment of the Complaint to include Care One as a Respondent; and (2) strike or deny Care One's Petition to Revoke Third Party Subpoena in its entirety.

Dated Hartford, Connecticut this 16<sup>th</sup> day of October, 2012.

Respectfully submitted



John A. McGrath  
Counsel for the Acting General Counsel  
National Labor Relations Board – Region 34  
450 Main Street, Suite 410  
Hartford, CT 06110

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that copies of the aforesaid Reply was served on October 16, 2012, in the manner set forth below:

Kenneth Chu, Administrative Law Judge  
National Labor Relations Board, Division of Judges  
120 West 45th Street  
New York, New York 10036

e-file

George W. Loveland, II  
Nicole H. Bermel  
Littler Mendelson, P.C.  
3725 Champion Hills Drive, Suite 3000  
Memphis, TN 38125  
gloveland@littler.com

e-mail

Rosemary Alito  
K&L Gates, LLP  
One Newark Center, 10<sup>th</sup> Floor  
Newark, NJ 07102  
rosemary.alito@klgates.com

e-mail

Kevin A Creane, Esq.  
Law Firm of John M. Creane  
92 Cherry Street  
P.O. Box 170  
Milford, CT 06460  
kacreane@aol.com

e-mail

/s/ Elizabeth C. Person  
Agent for NLRB



Littler Mendelson, P.C.  
3725 Champlon Hills Drive  
Suite 3000  
Memphis, TN 38125

March 1, 2012

George W. Loveland, II  
901.322.1218 direct  
901.531.8357 fax  
gloveland@littler.com

**VIA FACSIMILE 860-240-3564**

Jonathan B. Kreisberg, Regional Director  
NLRB - Region 34  
A.A. Ribicoff Federal Building  
450 Main Street, Suite 410  
Hartford, CT 06103

**Re: HealthBridge Management, et al  
Case No. 34-CA-075226**

Dear Mr. Kreisberg :

Our Firm represents HealthBridge Management, LLC (correct name) and all other Respondents listed in the Charge. Please direct all communications regarding the Charge to my attention. Thank you for your cooperation.

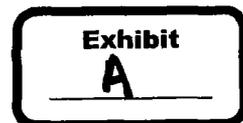
Sincerely,



George W. Loveland II

GWL/kat

Firmwide:109609767.1 070487.1127



UNITED STATES OF AMERICA  
 NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case No. 34-CA-075226	Date Filed Feb. 24, 2012

**INSTRUCTIONS**

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer: <b>HealthBridge Management, Care Realty (aka CareOne), Danbury HC, Golden Hills HC, Highlands HC, Long Ridge HC, Newington HC, River Glen HC, Westport HC, West River HC, Wethersfield HC (see also attached)</b>	b. Number of workers employed	
c. Address (street, city, state, ZIP code) see attached	d. Employer Representative see attached	e. Telephone No./Facsimile No see attached
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Nursing Home</b>	g. Identify principal product or service <b>Health Care</b>	
h. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3), (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

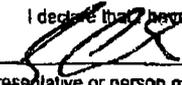
- Since on or about October 18, 2011 and continuing, the above Employer(s) has, at its Wethersfield Health Care Center, in writing, threatened, intimidated and coerced employees in the exercise of employees' rights by threatening to close Wethersfield Health Care Center. This conduct is in addition to and in furtherance of their bad faith bargaining exhibited in 34-CA-070823.
- Since on or about Feb 15, 2012 and continuing, the above Employer(s) has, in writing, threatened, intimidated and coerced employees in the exercise of employees' rights by threatening to close five of its unionized homes (Danbury Health Care Center, Long Ridge of Stamford, Newington Health Care Center, Westport Health Care Center, and West River Health Care Center) unless the they agreed to the Employer's demands with respect to their final contract proposal. This conduct is in addition to and in furtherance of their bad faith bargaining exhibited 34-CA-070823.
- Since on or about Feb 15, 2012 and continuing, the above Employer(s) has, in writing, threatened, intimidated, and coerced employees at its non-union facilities (Highlands Health Care, Golden Hill Health Care, River Glen Health Care) in the exercise of employees' rights by implying that the Employer's six Unionized homes could be closing because of employees in Union homes exercising their rights to collectively bargain and engage in concerted activity. This conduct is in addition to and in furtherance of their bad faith bargaining exhibited 34-CA-070823.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)  
**New England Health Care Employees Union, District 1199-SEIU**

4a. Address (street and number, city, state and ZIP code) <b>77 Huyshope Avenue, First Floor, Hartford, CT 06106</b>	4b. Telephone No. <b>(860) 549-1199 / 251-6049 (fax)</b>
---	---

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). **Service Employees International Union**

6. DECLARATION  
 I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  Title **Vice President** Date **2/24/12**  
 Signature of representative or person making charge (Suzanne Clark )

Address **77 Huyshope Ave., Hartford, CT 06106** Telephone: **(860) 251-6026 / (860) 251-6049 (fax)**

**Attachment**

HealthBridge Management  
Edward Remillard, Regional Human Resource Manager  
341 Jordan Lane, Wethersfield, CT 06109  
860-257-6174 / Fax: 860/257-6107

107 Osborne Street Operating Company II, LLC, d/b/a Danbury Health Care Center  
Michael Pescatello, Administrator  
107 Osborne Street, Danbury, CT 06810  
203-792-8102 / Fax: 203/731-5306

2028 Bridgeport Ave Operating Company II, LLC, d/b/a Golden Hill Health Care Center  
James Dahl, Administrator  
2028 Bridgeport Ave, Milford, CT 06460  
203-877-0371 / Fax: 203-878-3964

745 Highland Ave Operating Company II, LLC, d/b/a Highlands Health Care Center  
John Fazzaro, Administrator  
745 Highland Ave, Cheshire, CT 06410  
203-272-7285 / Fax: 203-250-6066

710 Long Ridge Operating Company II, LLC, d/b/a Long Ridge of Stamford Health Care Center  
Polly Schnell, Administrator  
710 Long Ridge Road, Stamford, CT 06902  
203-329-4026 / Fax 203-329-4039

240 Church Street Operating Company II, LLC, d/b/a Newington Health Care Center  
Liz Charmichael, Administrator  
240 Church Street, Newington, CT 06110  
860-667-2256 / Fax 860-667-6367

162 South Britain Road Operating Company II, LLC, d/b/a River Glen Health Care Center  
Linda Odaynik, Administrator  
162 South Britain Road, Southbury, CT 06488  
203-264-9600 / fax: 860-264-9603

1 Burr Road Operating Company II, LLC, d/b/a Westport Health Care Center  
Marion Najamy, Administrator  
1 Burr Road, Westport, CT  
203-226-0726 / Fax: 203-227-7540

245 Orange Avenue Operating Company II, LLC d/b/a West River Health Center  
Joanne Wallak, Administrator  
245 Orange Avenue, Milford, CT 06460  
203-876-5123 / Fax 203-876-5129

341 Jordan Lane Operating Company II, LLC, d/b/a Wethersfield Health Center  
Cynthia Roessler, Administrator  
341 Jordan Lane, Wethersfield, CT 06109  
860-563-0101 / Fax: 257-6107

Care Realty (a/k/a Care One)  
173 Bridge Plaza North, Fort Lee, NJ 07024  
201-242-4000 / Fax: 201-242-4010

Care One LLC  
173 Bridge Plaza North, Fort Lee, NJ 07024  
201-242-4000 / fax 201/242-4010

# Business Inquiry

HOME HELP

## Business Inquiry Details

Business Name: **HEALTHBRIDGE MANAGEMENT, LLC** Business Id: **0944447**

Business Address: **173 BRIDGE PLAZA NORTH, FORT LEE, NJ, 07024** Mailing Address: **173 BRIDGE PLAZA NORTH, FORT LEE, NJ, 07024**

Citizenship/State Inc: **Foreign/NJ** Last Report Year: **2012**

Business Type: **Foreign Limited Liability Company** Business Status: **Active**

Date Inc/Register: **Jul 18, 2008**

Commence Business Date: **Jul 24, 2006**

## Principals

Name/Title:	Business Address:	Residence Address:
CARE ONE, LLC MANAGER	173 BRIDGE PLAZA NORTH, FORT LEE, NJ, 07024 .	173 BRIDGE PLAZA NORTH, FORT LEE, NJ, 07024

## Business Summary

Agent Name: **CORPORATION SERVICE COMPANY**

Agent Business Address: **C/O CORPORATION SERVICE COMPANY, 50 WESTON STREET, HARTFORD, CT, 06120-1537**

Agent Residence Address: **NONE**

## OTHER ADDRESSES:

Address in the State of Formation: **173 BRIDGE PLAZA NORTH, FORT LEE, NJ, 07024**

[View Filing History](#)

[View Name History](#)

[View Charts](#)

[Back](#)



u

## CODE OF CONDUCT

FOR CARE ONE, LLC; CARE ONE MANAGEMENT, INC; CARE REALTY, LLC;  
HEALTHBRIDGE MANAGEMENT, INC; CARE VIRGINIA MANGEMENT, LLC  
("THE COMPANIES")

### I. OUR MISSION AND VALUES STATEMENT

Care One, LLC, Care One Management, Inc., Care Realty, LLC, Healthbridge Management, Inc, and Care Virginia Management, LLC (collectively "The Companies") are a group of affiliated companies with a family based tradition of owning and operating skilled nursing and rehabilitation centers for over 30 years. With a focus on quality patient care and strong management principles, The Companies have developed a superlative reputation as one of the finest and most highly regarded group of healthcare companies in the country.

We strive to maximize outcomes of the residents we serve while maintaining dignity and quality of life through exceptional care in gracious, well managed senior care facilities. Backed by our strong history in senior care services, our mission is to continue to define excellence in all aspects of the nursing and rehabilitation industry while maintaining an unwavering respect for and commitment to the highest standards of ethical conduct and compliance with all applicable federal and state regulatory requirements governing the health care industry.

#### The Companies' Values

We are committed to fostering and maintaining a Culture of Excellence in everything we do based on the following fundamental principles.

- Respect for our residents - Quality of care, compassion and respect for the needs, dignity and quality of life of our residents, and their families are our paramount focus.
- Respect for our co-workers – We are committed to a team concept in upholding our Companies' Mission and Values.
- Respect for the law - We strive for the highest level of integrity and a commitment to always do the right thing in the care of our residents, in our relationships with state and federal regulators, and in our transactions with vendors or other providers.
- Personal Responsibility and Accountability – It takes the commitment of every one of us as individuals to realize our Companies' objectives.

**Exhibit**

**C**

## II. PURPOSE OF OUR CODE OF CONDUCT

It is the goal of The Companies to ensure that we meet and comply with all applicable laws and regulations that affect our business. The Companies promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law. In addition, The Companies have retained expert outside counsel, Post and Schell, P.C., to guide and advise them as to the various laws, regulations, policies and procedures applicable to this commitment. With that guidance and advice, The Companies have created this Code of Conduct to explain to their employees and agents how The Companies expect them to do their jobs. By adoption and dissemination of this Code, The Companies hereby state their expectation that all Personnel and agents who work for and with The Companies, and all vendors or Contractors who provide services to The Companies or their residents, comply with state and federal laws governing the health care industry and behave at all times in accordance with all applicable ethical standards of that industry.

This Code is written in non-technical terms so that The Companies' Personnel and vendors or Contractors will understand its mandates. Explanations and examples are also included to assist in the understanding of the intended meaning. As The Companies grow and laws change, we will continue to consult with counsel regarding new elements and interpretations of compliance requirements and will amend the Code accordingly. The Companies expect that all of their employees and agents will recognize the dynamic nature of our compliance commitment and will consult the Code from time to time as our responsibilities evolve.

The Companies' require all Personnel to read, understand and comply with this Code. All Personnel are required to complete an annual attestation to this effect as the success of our compliance effort depends on the personal commitment of all Personnel to vigilance in upholding and enforcing the principles set forth herein. While we will make every reasonable attempt to ensure that all of The Companies' staff, vendors and agents understand and conduct their affairs in accordance with these principles, we understand that compliance issues can arise from time to time despite the best efforts to avoid them. When questions or concerns do arise, staff are strongly encouraged to review this Code and its related policies to recall their basic principles and guidance, to discuss the issues with their immediate colleagues as appropriate under the circumstances, and to bring any such issues or concerns they may have to the Chief Compliance Officer, any member of the Companies' Compliance Committee (see Appendix I) or any other appropriate member of senior management either directly or through The Companies' Compliance Hotline (1-800-362-1059). Any such concerns will be treated confidentially to the greatest extent possible and all Personnel can be assured that there will be no retribution of any kind against any individual who reports such a concern.

## III. LEADERSHIP RESPONSIBILITIES

While all Personnel are obligated to follow our Code, we expect our leaders to set the example, to be a model for all staff and for our business partners in every respect. They must ensure that everyone on their team has sufficient information to comply with the laws, regulations and policies governing our industry, and the resources to resolve any ethical dilemmas that do arise. They must help create a culture within The Companies which promotes the highest standards of ethics and compliance. This culture must encourage everyone in the organization to raise concerns with their colleagues when they arise. We will never sacrifice ethical and compliant behavior in pursuit of business objectives.

#### IV. GENERAL PRINCIPLES

This Code of Conduct sets forth a series of principles that state The Companies' basic policies for how employees are expected to carry out their jobs professionally, responsibly, ethically, and in accordance with the laws and regulations that govern our industry. Each principle states a corporate policy and is followed by guidance on how that particular principle applies to various aspects of the Companies' business.

Everyone shares responsibility for ensuring that their behavior and activity is consistent with our Code. Sharing responsibility also means that everyone has an obligation not only to follow the Code, but to encourage their colleagues to follow the Code as well and to report violations of the Code as they become aware of them. This policy is important because it is the only way The Companies can be sure they find out about problems that require attention. Reporting of violations is not intended to foster suspicion or distrust among Personnel but to ensure that we help each other understand what is required of us and to encourage a company wide cooperative effort on the education and enforcement of compliance requirements. As with all of The Companies' initiatives, compliance is a team effort.

This Code is a critical component of our Compliance Program and was developed to help ensure that we meet our ethical standards and comply with applicable laws and regulations; however, The Code is neither exclusive nor complete. All individuals are required to comply with all applicable laws, whether or not specifically addressed in the Code or in The Companies' policies. Both violations of the Code or other laws, and failures to report violations may result in discipline or other appropriate adverse action against offenders. While The Companies expect all Personnel to be familiar with the principles that govern ethical behavior in the conduct of our business, the best policy to adopt is, when in doubt, ask questions. Our compliance objectives are assisted immeasurably by encouraging discussion and inquiry between company Personnel.

When questions arise, you should discuss them with your supervisor or contact The Companies' Chief Compliance Officer or any member of the Compliance Committee. Likewise, if you know or are aware of someone who fails to follow this Code, you should feel free to make a report to the Compliance Hotline (800-362-1059) or to the Chief Compliance Officer or any other member of the Compliance Committee without fear of retaliation or intimidation. While The Companies encourage and welcome the participation of all Personnel in the compliance process, please keep in mind that not all day to day operational concerns necessarily rise to the level of

compliance issues. For example, please refer questions that relate strictly to job performance, ratings, promotions or discipline to the appropriate Human Resource contact.

The Companies expect individuals at all levels of the company, including owners, officers, corporate staff, regional staff, facility staff, and independent Contractors who are not technically The Companies' employees, to be bound by the principles in this Code in the conduct of all Company business. The Code uses the term "Personnel and Contractors" to include more than just The Companies' employees. **Employees who fail or refuse to conduct themselves in accordance with the principles and guidance set forth in this Code, who fail to take reasonable measures to prevent, detect, or report people they know or should know are in violation of these standards or who otherwise fail to conduct themselves in an ethical manner in carrying out the Companies' business place all of us in jeopardy and may be subject to discipline up to and including termination.** The Companies will take whatever appropriate actions are available with respect to Contractors or other agents who they learn fail to uphold these standards. Please remember the following:

- The Companies can change parts or all of the Code of Conduct at any time, so you need to make sure you have the current version.
- Nothing in the Code of Conduct is intended to, or should be interpreted to, provide employment rights to anyone.
- The Companies may administer discipline for violations of the Code of Conduct.

The Code of Conduct covers many situations that apply to your job. Please read it carefully and refer back to it when you have questions about doing the right thing. If you still have questions, please contact The Companies' Chief Compliance Officer or any member of the Compliance Committee. **Compliance is a fundamental component of our Culture of Excellence. It is a serious matter and the Companies want all Personnel to take it seriously and to encourage their colleagues to do so as well.**

## V. PRINCIPLE 1 — LEGAL AND ETHICAL COMPLIANCE

**The Companies, their Personnel and Contractors comply with all applicable federal and state laws and regulations and conduct themselves ethically in carrying out The Companies' business.**

This principle explains in broad terms how to comply with some of the most important laws and regulations that commonly apply to The Companies' business. The Companies do not want any of their Personnel and Contractors to do anything they believe would violate any statute, rule, or regulation. No Code of Conduct can substitute for an individual's own internal sense of fairness, honesty and integrity. If you encounter a situation or are considering a course of action that does not feel right, please discuss the situation with your supervisor or The Companies' Chief Compliance Officer or any member of the Compliance Committee.

### A. Medicare and Medicaid

1. At its core, a functional compliance program implicates our relationship with any health care program paid for in whole or in part by federal or state funds, principally, Medicare and Medicaid. There are federal and state laws and regulations concerning the Medicare and Medicaid programs that prohibit fraud and abuse, false claims, certain patient referrals from physicians and other practices that could impact the government programs. The Companies will separately provide all employees with a more in depth training on these laws and regulations; however, in essence, they generally prohibit the following:

(a) Offering, requesting, giving or receiving any payment or gift of any kind or any other thing of value (remuneration) in return for a patient referral or the purchase, lease, or order of a good or service paid for by Medicaid or Medicare. Similarly, when making patient referrals to another healthcare provider, it is prohibited to take into account the volume or value of referrals that the provider has made or may make to The Companies.

(b) Submitting false, fraudulent or misleading claims to the government or a Third Party Payor. Such claims include claims for services no one performed, claims for more services than what someone actually performed, claims that are not medically necessary or that misrepresent the scope or the nature of the services rendered, and claims for services that the programs do not cover.

(c) Making false or misleading statements in order to get paid for a service or to participate in Medicare, Medicaid or a related government program.

2. In accordance with 1 (a) above, The Companies' Personnel and Contractors may not pay cash, offer discounts or provide anything else of value, for example gifts, entertainment, meals, free office space, etc., to anyone in return for a resident referral. Similarly, when making resident referrals to another healthcare provider, The Companies' Personnel and Contractors may not accept any such gifts or discounts from any other person or take into account the volume or value of referrals that the provider in question has made or may make to us. These restrictions can significantly impact The Companies' marketing efforts and all Personnel engaged in marketing or patient referral matters are particularly encouraged to review the training materials and specific policies on this subject. Marketing activities that may be considered routine in other businesses can lead to criminal sanctions in the health care industry. In that regard please see Section VII A. Gifts, below. If you have any question at all about the propriety of any marketing activity please refer your concerns to The Chief Compliance Officer or any member of the Compliance Committee.

3. The Companies' Personnel and Contractors may not pay cash to prospective residents, agree to waive resident co-pays or deductibles without making diligent and appropriate attempts to collect these fees, or offer anything else of value to induce someone to seek admission to a nursing facility owned or managed by The Companies.

4. The Companies' Personnel and Contractors may not submit any bill or claim to any Third Party Payor, including but not limited to Medicare or Medicaid, for any item or service that was not actually provided to a resident or on behalf of the resident. All bills or claims submitted for reimbursement to any Third party Payor including but not limited to

Medicare or Medicaid must be prepared and submitted in accordance with the applicable Company policy on reimbursement and applicable federal and state laws and regulations.

5. By law, all claims that are made to Medicare, Medicaid, other public health programs and Third Party Payors must be true and correct. The Company's Personnel and Contractors must know or believe the information contained in claims and statements they submit on behalf of The Companies is correct. The Companies' Personnel and Contractors cannot, either deliberately or carelessly, ignore questionable information contained in claims The Companies submit. Whether information is true and correct includes making reasonably sure that all essential facts are accurate, and that no essential fact is omitted.

State and federal laws provide civil and criminal penalties for making false claims against the government. Under federal law, false claims against the government can carry a penalty of \$5,000 - \$10,000 plus three times the amount of damages which the government sustains because of the false claim. In addition, if a person or entity is convicted of filing a false claim against the federal government, the Office of the Inspector General may seek to exclude that person or entity from participation in the federal health care programs. The Companies will develop and distribute a False Claims Prevention Policy that will provide a more detailed discussion of applicable state laws on false claims.

The Companies use regular audits and their compliance policy and procedures to prevent and detect false claims. Under The Companies compliance policies, all Personnel have an individual responsibility to comply with the law and to report a good faith belief of any violation thereof. Any Personnel who has a good faith belief, based on objective information, that a false claim has been made must report it to his or her supervisor, the Chief Compliance Officer, any member of the Compliance Committee or to The Companies' Compliance Hotline at 1-800-362-1059. Failure to report a good faith belief that a false claim will or has been made will result in disciplinary action up to and including termination.

Personnel who lawfully report false claims are protected from retaliation by The Companies' policy and federal and state law.

#### **B. Billing Third Party Payors**

The Companies' Personnel and Contractors do not misrepresent charges to, or on behalf of, a resident or payor.

1. The Companies' Personnel and Contractors do not make false statements to a government agency or any other payor.
2. The Companies expect that all bills submitted to Residents or Third Party Payors will be accurate, honest and will comply with federal and state laws and regulations.
3. As with all other aspects of The Companies' compliance program, failure to comply with applicable laws regarding billing of third party payors can subject individuals to significant penalties.

### **C. Documentation**

The Companies expect that all records, including medical records, will provide reliable documentation of services rendered and that all individuals who contribute, including physicians, provide timely and accurate information and do not destroy or alter any information considered part of the those records. In particular, it is the Companies' policy to maintain records which are required by law to be maintained in order to support a claim submitted to or a payment received from a Third Party Payor.

#### **1. Program Cost Reports**

The Companies' Personnel and Contractors provide accurate, reliable, and honest information for their cost reports.

Our business involves reimbursement under government programs which require the submission of certain reports of our costs of operation. The regulations of these government programs define what costs are allowable and outline the appropriate methodologies to claim reimbursement for the cost of services provided to program beneficiaries. The Companies expect that all of our cost reports are accurate, honest, and comply with all applicable federal and state laws and regulations, including those relating to related party transactions. Given their complexity, all issues related to the completion and settlement of cost reports must be communicated through or coordinated with our Finance Department.

### **D. Facility Licensure and Certification Surveys**

The Companies' Personnel and Contractors cooperate and comply with all Medicare and Medicaid surveys and surveyors in a direct and honest manner regarding the conduct of licensure and certification surveys.

The Companies' Personnel and Contractors do not mislead a Medicare, Medicaid or other governmental agency surveyor in any way, either directly or indirectly.

### **E. Quality of Care**

Our mission is to provide quality healthcare to all of our residents. We treat all residents with respect and dignity and provide care that is both necessary and appropriate. We make no distinction in the admission, transfer or discharge of patients or in the care we provide based on race, religion, color, sex or national origin. Clinical care is based on identified resident healthcare needs, not on resident payment source or organization economics. Upon admission, each resident is provided with a written statement of resident rights and facility charges. This statement includes the rights of the resident to make decisions regarding medical care and conforms to all applicable state and federal laws.

We assure residents' involvement in all aspects of their care and obtain informed consent for treatment. As applicable, each resident or resident representative is provided with a clear explanation of care including, but not limited to, diagnosis, treatment plan, right to refuse or accept care, care decision dilemmas, advance directive options and organ donation and procurement. Residents also receive an explanation of healthcare benefits to which they may be entitled and an explanation of risks and alternatives concerning the care the facility anticipates they will receive.

Residents are informed of their right to make advance directives. Resident advance directives will be honored within the limits of the law and the organization's mission, philosophy, and capabilities.

Residents and their representatives will be accorded appropriate confidentiality, privacy, security and protective services, opportunity for resolution of complaints, and pastoral counseling. Any restrictions on a resident's visitors, mail, telephone, or other communications must be evaluated for their therapeutic effectiveness and fully explained to and agreed upon by the resident or resident representative. Residents have the right to refuse to perform tasks in or for the facility.

Residents are treated in a manner that preserves their dignity, autonomy, self-esteem, civil rights, and involvement in their own care. All staff receive training about resident rights in order to clearly understand their role in supporting them.

Compassion and care are part of our commitment to the community we serve. We strive to provide health education, health promotion, and illness-prevention programs as part of our efforts to improve the quality of life of our residents and our community.

#### **F. Responding to Government Investigations**

The Companies fully cooperate with all government investigations. All responses to inquiries will be honest and truthful. To ensure that The Companies protect the privacy of residents, and proprietary or privileged information that should not be disclosed, The Companies have established the following guidance.

##### **1. Company Personnel must:**

(a) Wherever possible, before producing any materials, documents, statements or witnesses, politely inform the investigators that Company policy requires you to immediately inform the most senior official in the entity being investigated to ensure the investigation is monitored from the beginning (i.e. the Facility administrator, the Regional Vice President that oversees the Region, or the V.P. of Operations, and the Chief Compliance Officer) and that Company Personnel fully cooperate in the investigation in accordance with all applicable Company and government policies. Please note that before responding to any request for materials, documents, statements or witnesses staff should also consult The Companies' Risk Management Manual for applicable guidance.

(b) Be polite and courteous to the investigators.

(c) Obtain the name, agency and phone numbers of the investigator.

(d) Request the purpose of the investigator's visit and inquire with whom they specifically wish to speak.

2. **Company Personnel must not:**

(a) Hide, destroy, or change any documents to conceal them from investigators.

(b) Lie or make misleading statements to government representatives.

(c) Assist in any attempt to provide inaccurate or misleading information or obstruct, mislead or delay the communication of information or records relating to a possible violation of law.

3. Any time The Companies' Personnel and Contractors receive an inquiry, subpoena or other legal documents concerning The Companies please follow the process set forth in 1 (a) above. As indicated above, notification of the appropriate Company Supervisory Personnel is important for protecting resident confidentiality and ensuring the information is properly released. It also protects The Companies' legal rights by responding to legal notices in a timely and consistent manner.

4. Nothing in this policy is intended to:

(a) Prevent, obstruct, mislead, or delay the communication of information or records relating to a violation of a federal or state healthcare offense to a criminal investigator.

(b) Prevent employees from making appropriate reports to government agencies.

(c) Discourage employees from truthfully participating in a governmental investigation.

On occasion, state or federal investigators may approach The Companies' employees for interviews in the course of an investigation about matters that could have criminal or civil consequences. Examples of these investigations include inquiries into Medicare/ Medicaid fraud and abuse, illegal kickbacks for patient referrals, inappropriate third party billing, etc. "Investigations" for the purposes of this section do not include routine surveys from regulatory agencies in response to a patient care complaint or other regulatory requirement that requires inspections at regular intervals. "Investigations" for the purposes of this section also do not include routine personal injury or employment related inquiries from private attorneys which should be handled in accordance with the Companies' applicable risk management policy. If confronted by an investigator, The Companies' Personnel and Contractors need to understand their legal rights as well as The Companies' legal rights.

5. Employees may:

(a) Decline to be interviewed by investigators until they have reviewed their legal rights with an attorney.

(b) Schedule interviews for a future day or time that is mutually agreed upon or during business hours.

(c) Request assistance of their own counsel or The Companies' counsel who will determine whether representation is appropriate.

Former employees are requested to notify The Companies' Chief Compliance Officer if an investigator interviews them regarding a matter related to The Companies.

#### **G. Discrimination**

The Companies are committed to providing an equal opportunity work environment where everyone is treated with fairness, dignity and respect. The Companies' Personnel and Contractors are expected to follow The Companies' policy and procedures concerning discrimination.

1. The Companies' Personnel and Contractors, who believe they are the subject of discrimination or observe discrimination that violates any Company policy, should report it immediately in writing to their supervisor, their supervisor's supervisor, or the appropriate Human Resources Personnel.

2. The Companies' policy against unlawful discrimination is set forth in detail in the Human Resources Manual. The Companies expect all of their employees to follow the policy. The Companies will investigate allegations of harassment or discrimination, and, if appropriate, discipline offenders. For additional information about this policy, please refer to the Human Resources Manual or contact the appropriate Human Resources Personnel.

3. The Companies support the principle that every employee or contractor has the right to work in an environment conducive to equal opportunity and free from discriminatory practices.

#### **H. Confidentiality of Resident Records**

The Companies' Personnel keep residents' records confidential according to the applicable legal and ethical standards of the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable state and federal standards. Questions regarding specific confidentiality issues should be directed to the Companies' HIPAA Manual or the Companies' legal staff.

1. The Companies' Personnel and Contractors are required to keep Personal Health Information (PHI), Electronic PHI ("EPHI") and other records confidential in accordance with federal, state, legal and ethical standards.

2. The Companies' Personnel and Contractors possess or have access to a wide variety of confidential and proprietary information. Releasing resident information without the appropriate consent and/or authorization is strictly prohibited.

3. Information can be disclosed only when:

(a) The requester is an employee of The Companies or other healthcare partner and who needs to know the information and it is limited to that which is necessary to do his/her job. The Companies' HIPAA policies and procedures should be consulted for additional guidance.

(b) The resident has given written consent/authorization for release of the information.

(c) A federal, state or local law or regulation requires the release of information.

**If there is any doubt about whether you should release information, *DO NOT RELEASE IT*. Please consult The Companies' HIPAA Manual, the Companies' legal staff, or any member of the Compliance Committee.**

## **VI. PRINCIPLE 2 -- BUSINESS PRACTICES**

Company Personnel and Contractors are expected to accurately and honestly represent The Companies when conducting any business on The Companies' behalf.

### **A. Honest Communication**

The Companies expect the Personnel and Contractors who work for them to tell the truth when doing their jobs. They must be honest with The Companies' attorneys, auditors, outside consultants and all others who do business with The Companies.

### **B. Misappropriation or Inappropriate Disclosure of Proprietary Information**

This standard applies to intellectual property and proprietary information. Intellectual property is a broad term that includes ideas, inventions, software, books, music, and new ways of doing things. Proprietary Information is information that belongs to someone. It can be intellectual property. It can also be financial statements, plans, discussions, lists of customers or anything else that a business would not want a competitor to know.

1. The Companies' Personnel and Contractors only share The Companies' proprietary information (information about The Companies' finances, business plans and strategies, payment and business negotiations) with individuals who work for The Companies and who need to know the information to do their jobs.

2. The Companies' Personnel and Contractors do not use or disclose another business' proprietary information without permission from that business.

3. The Companies expect their Personnel and Contractors to honor any confidentiality agreement between The Companies and a third party regarding that third party's proprietary information.

4. The Companies expect their Personnel and Contractors to respect the privacy of others.

#### **C. Financial Reporting**

The Companies expect that their financial records will reflect transactions honestly and accurately in accordance with generally accepted accounting principles.

1. The Companies expect their Personnel and Contractors to complete and file expense reports, time sheets and other financial reports accurately and timely, according to The Companies' policies and procedures.

2. The Companies' Personnel and Contractors do not pay people or entities for any purpose not fully and accurately covered in the supporting documentation.

#### **D. Use of The Companies' Property**

The Companies' Personnel and Contractors do not conduct non-Company business during working hours without prior approval from a supervisor.

1. The Companies' Personnel and Contractors do not use The Companies' property for personal business.

2. The Companies' Personnel and Contractors follow the specific Company policies related to the use of software, Internet access and telephones.

#### **E. Respectful Behavior**

The Companies expect their Personnel and Contractors to treat people with whom they do business in a respectful and courteous manner.

1. The Companies further expect their Managers and Supervisors to treat Personnel for whom they are responsible in a courteous and respectful manner.

2. The Companies' Personnel and Contractors behave professionally and courteously with residents, customers, vendors and others they meet while on the job.

### **VII. PRINCIPLE 3 -- BUSINESS RELATIONSHIPS**

The Companies and their Personnel are expected to deal with vendors, Contractors and other parties at arms-length and avoid transactions that appear improper.

**Company Personnel do not request, give or accept any gifts, favors or inducements of any kind in exchange for a referral or to influence a referral of business.**

This Principle and the guidance which follows provides boundaries to help The Companies' Personnel decide whether certain relationships involving residents, customers, vendors, providers, Contractors, third party payors and the government are appropriate. Consistent with these principles and guidelines, The Companies' Personnel and Contractors should use common sense and good judgment in accepting or refusing gifts, gratuities and other inducements offered to or by The Companies' vendors, Contractors and customers.

**If there is any doubt about whether a specific activity or transaction is ethical or otherwise appropriate, you need to discuss it with your colleagues, your supervisors The Companies' Chief Compliance Officer or any member of The Companies' Compliance Committee. As indicated in Section IV above, while The Companies expect all Personnel to be familiar with the principles that govern ethical behavior in the conduct of our business, the best policy to adopt is, when in doubt, ask questions. Our compliance objectives are assisted immeasurably by encouraging robust discussion and inquiry between company Personnel.**

#### **A. Gifts**

**1. Rules Regarding Gifts by Residents - Company Personnel do not solicit, request or accept cash tips, personal gratuities or gifts of any kind from residents, resident family members or any other parties acting on behalf of a resident.**

(a) From time to time, residents or their representatives may offer Company Personnel gifts to express appreciation for the care they receive. **Although the gift might have been offered with the best of intentions, Personnel need to refuse such gifts.** The practice of accepting gifts can lead to a perception that residents who give gifts receive better care than those who do not give gifts. That perception in turn can create an appearance of impropriety that makes The Companies look corrupt, and it can pressure residents into offering gifts they might not have otherwise given in order to receive care they deserve. Accepting gifts can also lead to conflicts with family members or residents who do not have reliable short-term memories. If a resident or family member offers a gift, the appropriate response is to politely decline the gift and inform the offerer that The Companies have a policy against receiving gifts from residents to reassure people that everyone gets the same level of quality care. If flowers or other perishables are delivered to a facility and it is not possible to decline them, they should be used in resident areas. If the resident or the resident's representatives insist on making such gifts please contact your supervisor or the facility administrator for assistance.

**2. Rules Regarding Business Gifts - The Companies compete fairly for business. The Companies do not tolerate unfair business practices based upon influencing decision-makers by giving them or accepting from them, benefits that are not a part of an official documented business transaction conducted at fair and reasonable market prices for the service or product in question.**

(a) **Accordingly, The Companies' Personnel and Contractors do not solicit, offer or accept gifts, favors, services, entertainment or any other thing of value that they know or have reason to believe is made or offered to influence or arrange for a referral of business, resident admission or service.**

(b) That said, The Companies view gifts to or from vendors and other business partners or potential partners as different from gifts from residents. There is an established and commonly accepted practice of providing small gifts and gratuities among business partners, although that practice has been decreasing as businesses have become increasingly concerned with anti-kickback laws. Still, small, inexpensive, customary and usual marketing gifts provided to business partners or potential partners without regard to the nature or volume of business provided to or from them, are common courtesies that typically do not raise an appearance of impropriety. However, whenever someone could reasonably conclude that a person did something he or she would not have otherwise done to benefit someone who recently gave a gift, there is an appearance of impropriety. Even small gifts, if given frequently, in large quantity over time, or linked to the scope or volume of business provided (e.g. a bouquet of flowers for every 10 patients referred to a home health agency or every ten residents referred from a hospital or physician office), can create an appearance of impropriety.

(c) Subject to the foregoing, Company Personnel in general may accept and Company Personnel engaged in marketing may offer gifts from or to current or potential business partners that are of "nominal" value, that is usual and customary marketing items such as inexpensive pens, small pads of paper, calendars, flowers, fruit or candy on special occasions valued at about \$25.00 or less per gift, and totaling no more than \$100 in value per business partner per year. Above all, Company Personnel may offer or accept such gifts only when they are confident that doing so will not create an appearance of impropriety. In no case should Company Personnel offer or accept cash or cash equivalent gifts in any business context. If you are unsure of the appearance that acceptance of any gift might create it is probably best not to accept it. If need assistance in reaching that determination please consult this Code or any member of the Compliance Committee.

(d) In addition, The Companies recognize that meals and social events are important to developing healthy business relationships. Accordingly, Company Personnel and Contractors may accept or may provide meals, refreshments, or other social events such as occasional attendance at a local theater or local sporting event to or from current or potential business partners but only when offering or accepting these things does not create an appearance of impropriety. As with all other business gifts, however, people who frequently offer or accept meals and social events from or to the same business partner risk appearing as though they are abusing their job with The Companies for their personal benefit or otherwise create an appearance of impropriety that adversely impacts The Companies. While there is no fixed number of meals or social events that is considered "Occasional," and while the reasonable monetary value of such social events may necessarily require more flexibility than that of other business gifts, Company Personnel must always use good judgment and consider surrounding circumstances when deciding whether to offer or accept any such gift. One important factor to consider that decreases the appearance of impropriety at such events is if there is a representative from the business partner that accompanies Company Personnel and Contractors to the event and whether the event includes a legitimate educational component that can help The Companies provide better service to their residents.

(e) As with all aspects of compliance, it is incumbent on the individual and his or her colleagues to use their own common sense and good judgment regarding the offer or acceptance of any gifts from or to existing or potential new business partners. In evaluating the propriety of any such gift, The Companies will make business decisions based on what will benefit The Companies and its residents. To that end, The Companies expect the people who work for them to put The Companies' interests first and to avoid situations that look like an employee does something for a business associate more out of concern for his or her own gain or that otherwise compromise The Companies' interests by violating the principles set forth in this Code. As a general rule, in all business gift situations, if it doesn't feel right, don't do it and as always, never be afraid to ask questions if you feel you need guidance.

3. **Rules Regarding Charitable Donations** – While contributions by The Companies or Company Personnel to *bona fide* charitable organizations which are organized for purposes consistent with The Companies' mission are an important community obligation and encouraged, The Companies recognize that contributions to charitable organizations which are also in a position to refer residents or any other business to The Companies can easily raise an appearance of impropriety. Any contributions to such organizations or entities cannot in any way be related to the nature or volume of business or potential business referred from that entity. In order to minimize the risk of any such adverse appearance, before making any charitable contribution to an organization or entity that refers business of any kind to The Companies or is in position to refer business of any kind to The Companies, Company Personnel should consult with The Companies' Chief Operating Officer, Chief Financial Officer and Chief Compliance Officer.

4. Nothing in this Code of Conduct prevents a business unit or supervisor from establishing stricter rules concerning gifts. Anyone who violates this Principle or its Standards or who does not report a violation may be disciplined. **Anyone with questions about gifts and whether they create an actual impropriety or an appearance of impropriety should contact their supervisor for guidance, The Companies' Chief Compliance Officer or any member of The Companies' Compliance Committee.**

#### **B. Workshops, Seminars and Training Sessions**

Company Personnel may attend local workshops, seminars and training sessions paid for by vendors or other business partners only if the training is based on the product or service offered by the vendor and the appropriate Company supervisor approves it in advance.

The qualification that training must be "local" is to prevent situations where vendors or business partners sponsor individuals for attendance at distant or exotic locations that could appear to be more of a vacation than a training event. If there is a question about whether a training event is local, it should be directed to The Companies' Compliance Committee prior to acceptance.

#### **C. Contracting**

All contracts with any party seeking to do business with The Companies must be in writing and approved by the Chief Financial Officer or such other member of The Companies' Senior Management as he may designate.

1. There are to be no unwritten deals, "handshake" or verbal agreements made that modify or conflict with written contracts. If contract modifications are necessary, they must be in writing and coordinated with The Companies' legal counsel.

2. Company Personnel and Contractors do not use "insider" information for any Company business. The Companies conduct all business with Contractors at arm's length and avoid transactions that appear improper or that might otherwise compromise The Companies' integrity.

3. Company Personnel disclose to their supervisor personal relationships and business activities with contractor Personnel that could create an appearance of impropriety. Company Personnel need to let their supervisor know when one of their family members, a significant other, or close friend works for a contractor that they do business with in order to avoid any appearance of impropriety. Company Personnel also need to inform their supervisor, in writing, if they have a financial interest in a contractor they do business with on behalf of The Companies.

#### **D. Business Inducements**

Company Personnel and Contractors must not seek to gain a business advantage over competitors by paying or offering bribes, unreasonable discounts, business courtesies or making any other improper payments to any vendor, customer or other business partner.

1. Fully disclosed commissions, rebates, discounts and allowances are customary and acceptable business practices as long as they have been approved by appropriate senior management and they do not violate a law or regulation. Such payments are appropriate when they are reasonable in value, competitively justified, properly documented, and made to the business entity to which the original agreement or invoice was made or issued. Appropriate payments are not made to individual employees or agents of business entities. Anyone with a question about whether a payment is appropriate should contact The Companies' Chief Compliance Officer or any member of the Compliance Committee before paying or accepting it.

2. Subject to the guidance set forth in Section VII A above, Company Personnel may in appropriate circumstances provide gifts of "nominal value," entertainment and meals to Company customers, and current or prospective business partners and other persons when such activities have a legitimate business purpose, are reasonable and consistent with all applicable laws and regulations, and will not otherwise raise an appearance of impropriety that might compromise or jeopardize The Companies. These gifts will *never* be included on a Medicare or Medicaid cost report without written approval from The Companies' Chief Compliance Officer. Anyone who includes gifts on a cost report will face disciplinary action and may face criminal prosecution. Anyone with questions about whether a payment is a gift or a legitimate expense should contact their supervisor The Companies' Chief Compliance Officer or any member of The Companies' Compliance Committee.

**VIII. PRINCIPLE 4 -- CONFLICTS OF INTEREST, WORKPLACE CONDUCT AND EMPLOYMENT PRACTICES**

Company Personnel are loyal to The Companies and do not use their positions to profit or assist others to profit at The Companies' expense.

From time to time, circumstances may arise during the course of a proposed or existing business relationship which could create a conflict between the best interests of The Companies' Personnel or Contractors and The Companies. While Company Personnel and Contractors are responsible for managing their personal affairs to avoid conflicts of interest with The Companies, sometimes potential apparent or actual conflicts occur. In general, whenever a conflict of interest does arise, The Companies' Personnel and Contractors must disclose it. The following standards give more guidance about what constitutes a conflict of interests and how it should be handled.

**A. Outside Financial Investments**

Company Personnel and Contractors must disclose to their supervisors (or in case of Contractors, to their appropriate Company contact) their or their immediate family's participation or ownership in or employment with any contractor or party with which The Companies' do business.

## B. Examples of Conflict of Interest.

Conflicts of interest may involve Company Personnel and Contractors or their immediate family members.

1. Ownership or Employment Interests. Participation or ownership in, or employment by any outside concern that either competes or does business with The Companies may create a conflict of interests. This does not apply to stock or other investment held in a publicly held corporation as long as the stock or investment value does not exceed five percent (5%) of the corporation's stock. The Companies may, after reviewing the situation, permit ownership interests that exceed these amounts if The Companies management concludes the interests will not adversely affect The Companies' business interests.

2. Conduct of Outside Business. Conducting any business not on behalf of The Companies with any of its vendors, suppliers, Contractors, agencies, or any of their officers or employees can create a conflict of interests.

3. Interested Transactions. Company Personnel and Contractors who represent The Companies in any transaction in which they or an immediate family member has a substantial personal interest have a conflict of interest.

4. Use of Proprietary Information. Company Personnel or Contractors who disclose or use confidential, special, or inside information on or about The Companies, for the personal benefit of themselves or others not specifically authorized by The Companies have a conflict of interest.

5. Competition for Opportunities. Company Personnel or Contractors who compete with The Companies, directly or indirectly, to purchase, sell, or own property, property rights or interests, or business investment opportunities have a conflict of interests.

6. Non-Financial Interests. Company Personnel or Contractors who manage or oversee any outside concern that does business or competes with the services The Companies may have a conflict of interests.

7. Appearance of Impropriety. Company Personnel or Contractors who make public disclosures or publicize their personal views regarding Company Personnel or any other Company matters may have a conflict of interests. Company Personnel should also be aware that personal relationships with the staff of vendors, other providers, referral sources or any other entity that does business with The Companies could in some circumstances create an appearance of impropriety and should conduct themselves accordingly.

## C. Services for Competitors/Vendors

Company Personnel or Contractors do not work, provide services or consult for competitors or vendors (actual or potential) without disclosure to and specific authorization from, their supervisor and the appropriate senior management of The Companies.

#### **D. Participation on Outside Boards of Directors**

Company Personnel must obtain the written permission of their supervisor and the appropriate senior management of The Companies before agreeing to serve as a member of the board of directors or a trustee, officer or agent for any organization whose interests may conflict with those of The Companies.

1. Unless otherwise specifically approved in writing by the appropriate member of senior management, Company Personnel must pay The Companies any fees or compensation, except for reimbursed out-of-pocket expenses, which they receive for services they perform for another entity during their normal work hours for The Companies.

2. Company Personnel must disclose in their annual Conflict of Interest Disclosure Statement, all activities conducted as a trustee, officer, agent or member of the board of director's for any other entities.

#### **E. Holding Political Office**

Company Personnel must inform their supervisor and the Chief Executive Officer of The Companies if they intend to run for or hold public office in a jurisdiction where The Companies do business.

1. The Companies encourage their Personnel to pursue public office and to carry out their civic responsibility. In order to avoid conflicts of interest, or even an appearance of impropriety, The Companies want to know if any their Personnel intend to run for or hold these offices so it can appropriately address potential issues before they become problems.

#### **F. Harassment and Workplace Violence**

Company Personnel have the right to work in an environment free from harassment and disruptive behavior. The Companies do not tolerate harassment by anyone based on the diverse characteristics or cultural backgrounds of those who work with us. Degrading or humiliating jokes, slurs, intimidation, or other harassing conduct is not acceptable. Sexual harassment is prohibited. Workplace violence is prohibited. Company Personnel who observe or experience any form of harassment or violence should report the incident to their supervisor, the Human Resources Department or the Compliance Hotline without fear of intimidation or retaliation.

#### **G. Ineligible Persons**

The Companies do not contract with, employ or bill for services rendered by an individual or entity that they know of have reason to know is excluded or ineligible to participate in federal healthcare programs; suspended or debarred from federal government contracts; or has been convicted of a criminal offense related to the provision of healthcare items or services and has not been reinstated in a federal health care program after a period of exclusion, suspension, debarment or ineligibility.

1. The Companies routinely search the Department of Health and Human Services' Office of Inspector General and General Services Administration's lists of such excluded and ineligible persons.

2. Company Personnel and Contractors are required to report to The Companies' Human Resources Department if they become excluded, debarred, or ineligible to participate in federal healthcare programs; or have been convicted of a criminal offense related to the provision of healthcare items or services.

3. Company Personnel and Contractors who hold professional licenses, certifications, or other credentials are responsible for maintaining the current status of their credentials and shall comply at all times with federal and state requirements applicable to their respective disciplines. The Companies do not knowingly allow any Personnel or Contractors to conduct business on The Companies' behalf without valid, current licenses or credentials.

#### **IX. PRINCIPLE 5 – OFFICER RESPONSIBILITY**

This Code of Conduct applies to the officers of The Companies in carrying out their respective duties. Officers of The Companies are mindful of their fiduciary duty when acting on behalf of The Companies and have been provided with a copy of the Corporate Responsibilities and Corporate Compliance guidance issued by the Office of the Inspector General of the U.S. Department of Health and Human Services and the American Health Lawyers Association ("Guidance").

This Code of Conduct, the policies and procedures of The Companies, their compliance infrastructure, including without limitation, the roles and responsibilities of the Chief Compliance Officer and The Companies' training and education programs, are intended to address generally the issues raised in the "Guidance" documents referred to above, and to provide a meaningful framework for an effective compliance program.

The Companies are committed to the highest standards of ethics and compliance. The Companies' ethics and compliance program will include the following elements: setting standards (this Code of Conduct and other Policies and Procedures); communicating the standards, providing a mechanism for reporting potential exceptions, monitoring and auditing, and maintaining an organizational structure that supports the furtherance of the program. These are set forth in The Companies' policies and procedures.

## **X. PRINCIPLE 6 – PERSONAL OBLIGATION TO COMPLY**

The Companies are committed to ethical and legal conduct that is compliant with all relevant laws and regulations and to correcting wrongdoing wherever it may occur. The Companies' Personnel and Contractors have an individual responsibility for reporting any activity that appears to violate applicable laws, rules, regulations or standards of practice. The Companies' Personnel and Contractors can report any concerns to the Compliance Hotline anonymously 24 hours a day. The Companies are committed to investigating all reported concerns promptly and confidentially to the extent possible and to taking corrective actions as necessary, including disciplinary action.

No person shall intimidate or retaliate against someone who reports an alleged breach of conduct.

## **XI. THE COMPANIES ETHICS AND COMPLIANCE PROGRAMS**

### **A. Program Structure**

The Companies' Ethics and Compliance Program is intended to demonstrate in the clearest possible terms the absolute commitment of the organization to the highest standards of ethics and compliance. That commitment permeates all levels of the organization. There is a Compliance Committee, a Compliance Officer, and an anonymous Compliance Hotline. All of these individuals or groups are prepared to support you in meeting the standards set forth in this Code. A list of these individuals with their phone numbers and e-mail addresses, is attached as Appendix I. This list will be updated periodically and distributed.

#### **1. Training and Evaluation**

The proper education and training of corporate officers, managers, employees, physicians and other health care professionals, and the continual retraining of current Personnel at all levels, are significant elements of an effective compliance program. As part of our compliance program, Personnel shall be required to attend specific training on a periodic basis, including appropriate training in Federal and State statutes, regulations and guidelines, and the policies of private payors, and training in corporate ethics, which emphasizes our commitment to compliance with these legal requirements and policies.

Attendance and participation in such training programs shall be a condition of continued employment and failure to comply with training requirements shall result in disciplinary action, including possible termination, when such failure is serious. Adherence to the provisions of the compliance program shall be a factor in the annual evaluation of each employee.

### **B. Resources for Guidance and Reporting Violations**

To obtain guidance on an ethics or compliance issue or to report a suspected violation, you may choose from several options. It is an expected good practice, when you are comfortable with it and think it appropriate under the circumstances, to raise concerns first with your supervisor. If this is uncomfortable or inappropriate, another option is to discuss the situation

with another member of management. You are always free to contact the Compliance Officer, Human Resources, or any member of the Compliance Committee.

The Companies will make every effort to maintain, to the fullest extent possible and within the limits of the law, the confidentiality of the identity of any individual who reports possible misconduct. **There will be no retribution or discipline for anyone who reports a possible violation in good faith.** Any individual who deliberately makes a false accusation with the purpose of harming or retaliating against another colleague will be subject to discipline.

#### **C. Non-Retribution Policy**

Because discovering potential problems before they become larger is essential to The Companies' success, we have a strong Non-Retribution Policy covering anyone who reports a compliance problem in good faith through any channel. **No supervisor, manager or employee is permitted to engage in retaliation, retribution or any form of harassment directed against an employee who reports a concern in good faith. All reported concerns are presumed to be made in good faith.** Only if investigation reveals strong evidence that someone reported a concern that had no factual basis and the concern was reported to embarrass or otherwise defame an employee or other entity might adverse action be appropriate. Any manager, supervisor or employee who engages in retribution, retaliation or harassment is subject to discipline up to and including dismissal on the first offense. **All substantiated instances of retaliation, retribution or harassment against reporting employees will be brought to the attention of the President/CEO who will determine appropriate discipline.**

#### **D. Internal Investigation of Reports**

We are committed to investigate all reported concerns promptly and confidentially to the extent possible. The Compliance Committee will coordinate any findings from the investigations and immediately recommend corrective action or changes that need to be made. We expect all individuals to cooperate with investigation efforts.

#### **E. Corrective Action**

Where an internal investigation substantiates a reported violation, it is the policy of the organization to initiate corrective action, including, as appropriate, making prompt restitution of any overpayments amounts, notifying the appropriate governmental agency, instituting whatever disciplinary action is necessary, and implementing systemic changes to prevent a similar violation from recurring in the future.

#### **F. Discipline**

All violators of the Code will be subject to disciplinary action. The precise discipline utilized will depend on the nature, severity, and frequency of the violation and applicable Human Resources policies but may result in any of the following actions:

1. Verbal warning;
2. Written warning;

3. Written reprimand;
4. Suspension;
5. Restitution;
6. Termination.

#### **G. Internal Audit and Other Monitoring**

The Companies are committed to the aggressive monitoring of compliance with their policies. Much of this monitoring effort is reported through the Performance Improvement process and through the internal monitoring components of the various functions within The Companies, e.g. clinical outcomes, clinical reimbursement, finance, etc., which routinely conduct internal audits of issues that have regulatory or compliance implications. The Companies also routinely seek other means of ensuring and demonstrating compliance with laws, regulations, and The Companies' policies.

#### **H. Acknowledgment Process**

The Companies require all individuals to sign an acknowledgment confirming they have received the Code and understand it represents mandatory policies of The Companies. New employees will be required to sign this acknowledgment as a condition of employment.

All individuals will also be required to attest, on an annual basis, that they have not witnessed or learned of conduct that would violate this Code, or that if they have witnessed such conduct, they have reported it to the appropriate Company official.

Adherence to and support of The Companies' Code of Conduct and participation in related activities and training will be considered in decisions regarding hiring, promotion, and compensation for all candidates and colleagues.

**CODE OF CONDUCT**

**FOR CARE ONE, LLC; CARE ONE MANAGEMENT, INC; CARE REALTY, LLC;  
HEALTHBRIDGE MANAGEMENT, INC; CARE VIRGINIA MANGEMENT, LLC  
("THE COMPANIES")**

**APPENDIX I - CORPORATE COMPLIANCE COMMITTEE**

**Gregory Hook, Esq., Senior Vice President, Regulatory Affairs & Chief Compliance Officer  
(Chairman)**

**173 Bridge Plaza North, Fort Lee, NJ 07024**  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Sharon Donaghue, Vice President, Clinical Reimbursement**

**Concord Health Care Center  
57 Old Road to Nine Acre Corner  
Concord, Ma. 01742**  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Mary Gillette, Director, Performance Improvement**

**173 Bridge Plaza North, Fort Lee, NJ 07024  
Phone: 201-242-4919**  
[REDACTED]  
[REDACTED]

**Alberto Lugo, Esq., Senior Vice President & Counsel**

**173 Bridge Plaza North, Fort Lee, NJ 07024**  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Donna Pollens, Vice President, Clinical Services**

**Concord Health Care Center  
57 Old Road to Nine Acre Corner  
Concord, Ma. 01742**  
[REDACTED]  
[REDACTED]

[REDACTED]

Jeffrey Rubin, Executive Vice President, Business Development  
173 Bridge Plaza North, Fort Lee, NJ 07024

[REDACTED]

[REDACTED]

[REDACTED]

Deborah Scher, Chief Administrative Officer  
173 Bridge Plaza North, Fort Lee, NJ 07024

[REDACTED]

[REDACTED]

[REDACTED]

Rick Speas, Vice President, Professional Services  
173 Bridge Plaza North, Fort Lee, NJ 07024

**CAREONE  
PERSONNEL UPDATE  
EMERGENCY CONTACT**



WESTPORT 000288  
12033418550

WESTPORT HEALTH CARE

PAGE 27/45

JACQUELINE BELIAZ

5/17/10

EMPLOYEE NAME

DATE

WESTPORT HCC

ENVIRONMENTAL

COMPANY

DEPARTMENT

IN CASE OF A SERIOUS EMERGENCY, THE FOLLOWING INFORMATION IS NECESSARY FOR EACH EMPLOYEE. FILL OUT BOTH (SPOUSE/OTHER) IF APPROPRIATE.

SPOUSE

OTHER:

RELATIONSHIP:

NAME:

NAME:

ADDRESS:

ADDRESS:

PHONE #:

PHONE #:

MOBILE #:

MOBILE #:

**PLEASE RETURN TO THE PERSONNEL DEPARTMENT.**

PASHMAN STEIN, P.C.

Court Plaza South  
21 Main Street, Suite 100  
Hackensack, NJ 07601  
(201) 488-8200

SUPERIOR COURT BERGEN COUNTY  
FILED

JUL - 6 2012

DATE FILED	7.6.12
BATCH #	009
PAYMENT #	141905
CA CK CC MO	CC
PAYOR	
AMOUNT	200
OVER	

K&L GATES LLP

One Newark Center, Tenth Floor  
Newark, NJ 07102-5285  
(973) 848-4000

*[Signature]*  
DEPUTY CLERK

Attorneys for Plaintiff,  
Care One, LLC

CARE ONE, LLC, a Delaware Limited  
Liability Company,

Plaintiff,

v.

KEVIN P. BRESLIN,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION - BERGEN COUNTY  
DOCKET NO.: C-205-12

Civil Action

COMPLAINT

Plaintiff, Care One, LLC ("Plaintiff"), through its undersigned counsel, Pashman Stein, P.C. and K&L Gates, LLP, avers as follows:

**INTRODUCTION**

1. For more than ten years, Kevin P. Breslin ("Breslin") was a trusted officer and/or advisor of Plaintiff and other entities which are subsidiaries, affiliates, or related companies of Plaintiff. Mr. Breslin has breached the trust and confidence bestowed upon him by engaging in reckless and grossly negligent misconduct materially injurious to Plaintiff and its related and affiliated businesses, and has breached fiduciary duties owed to Plaintiff and its related and affiliated businesses. As a result of that wrongful conduct, Plaintiff terminated Mr. Breslin's employment on May 18, 2012.

Exhibit  
E

Through this action, Plaintiff seeks a declaration that, as a result of his termination for "cause," Mr. Breslin has been completely divested of his equity interest in Plaintiff. Plaintiff also seeks other relief arising from Mr. Breslin's wrongful conduct, including damages proximately caused by Mr. Breslin's breaches of fiduciary duties.

#### **THE PARTIES**

3. Plaintiff, a family-owned business, is a Delaware Limited Liability Company with its principal place of business in Fort Lee, New Jersey. Plaintiff, through its subsidiaries, is engaged in the business of owning, operating, managing, developing, leasing, financing and otherwise dealing with healthcare facilities, including long-term care, skilled nursing and assisted living facilities in the State of New Jersey.

4. Upon information and belief, Mr. Breslin is a New Jersey resident and a former employee and/or officer of Plaintiff and related and affiliated businesses.

#### **BACKGROUND**

5. From approximately April 2002 to May 2012, Mr. Breslin was an employee and/or officer of Plaintiff and various other companies that are related to or affiliated with Plaintiff. Mr. Breslin served in a variety of senior management roles during his tenure with Plaintiff and its related and affiliated companies.

6. By virtue of his position as a trusted officer and/or advisor of Plaintiff and its subsidiaries, Mr. Breslin was privy to sensitive and highly confidential information regarding Plaintiff, as well as confidential personally identifiable information about individuals associated with Plaintiff.

7. On September 15, 2006, in consideration of services rendered and to be rendered to Plaintiff and its subsidiaries, as well as Mr. Breslin's promise and agreement to abide by the

terms of a Restrictive Covenant and Nondisclosure Agreement dated the same date (the "Restrictive Covenant Agreement"), Mr. Breslin was issued and granted a relative interest of 0.35% in Plaintiff (the "Care One Class C Membership Interest") pursuant to that certain Class C Participation Certificate dated the same date (the "Care One Certificate").

8. The Care One Certificate provides, among other things, that Mr. Breslin's Care One Class C Membership Interest would terminate automatically if he were terminated for "cause" (as defined in the Care One Certificate).

9. The Care One Certificate defines "cause" as, *inter alia*:

(ii) The engaging by [Mr. Breslin] in reckless or grossly negligent conduct materially injurious to any of the Companies or any related or affiliated business; [or]

...

(iv) [Mr. Breslin's] willful participation in criminal conduct, fraud, embezzlement, breach of fiduciary duty or the misappropriation of funds or property[.]

10. In the months leading up to his termination, Mr. Breslin engaged in multiple reckless or grossly negligent actions that materially injured Plaintiff and its related or affiliated businesses, and engaged in multiple breaches of his fiduciary duties owed to Plaintiff and its related or affiliated businesses.

11. Plaintiff terminated Mr. Breslin for "cause" on May 18, 2012. On that same date, Mr. Breslin also was terminated for "cause" from his employment and other positions with all other related and affiliated businesses.

12. Upon information and belief, Mr. Breslin continues to breach his fiduciary duties owed to Plaintiff and its related or affiliated businesses.

13. Under the terms of the Restrictive Covenant Agreement and by virtue of his position as a senior executive and trusted advisor, Mr. Breslin had, and continues to have, a contractual,

ary, and statutory obligation to maintain the confidentiality of all confidential information he learned by virtue of his employment.

14. Following Mr. Breslin's termination, Plaintiff has learned that certain of this sensitive and highly confidential information that Mr. Breslin, and few other individuals, had access to has been released and misused.

**COUNT I**  
**(DECLARATORY JUDGMENT WITH RESPECT TO DEFENDANT'S CARE ONE**  
**CLASS C MEMBERSHIP INTEREST)**

15. Plaintiff repeats and realleges each and every allegation contained in the Complaint and incorporates the same as if fully set forth herein.

16. Plaintiff terminated Mr. Breslin for "cause," as that term is defined in the Care One Certificate. Mr. Breslin's Care One Class C Membership Interest therefore automatically terminated.

17. Mr. Breslin continues to assert that he is entitled to his Care One Class C Membership Interest.

18. An actual and justiciable controversy exists as to whether Mr. Breslin holds any interest in Plaintiff as a result of the termination of his Care One Class C Membership Interest.

19. Plaintiff requests that this Court determine and adjudicate the rights, interests and liability of the parties with respect to this issue.

**COUNT II**  
**(BREACH OF FIDUCIARY DUTIES)**

20. Plaintiff repeats and realleges each and every allegation contained in the Complaint and incorporates the same as if fully set forth herein.

21. By virtue of his high-level employment status and/or position as an executive of Plaintiff and its related and affiliated businesses, Mr. Breslin owed, and continues to owe, a duty of loyalty and care to Plaintiff and its related and affiliated businesses.

22. Through his wrongful actions, Mr. Breslin violated his fiduciary duties, including his duties of loyalty and care, to Plaintiff and its related and affiliated businesses.

23. Plaintiff has suffered and will continue to suffer damages as a result of Mr. Breslin's actions and/or omissions.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against Mr. Breslin as follows:

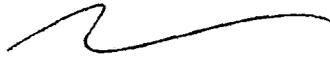
On Count 1, awarding declaratory relief, finding that (i) Mr. Breslin's Care One Class C Membership Interest was properly terminated and forfeited to Plaintiff; and (ii) Mr. Breslin no longer holds any interest in Plaintiff;

On Count 2, awarding Plaintiff all damages proximately caused by Mr. Breslin's breaches of fiduciary duties, as well as punitive damages;

On all Counts, directing Mr. Breslin to pay the attorneys' fees and costs incurred by Plaintiff associated with the preparation and the prosecution of the action; the costs of suit; and granting any other relief as this Court deems just and equitable.

DATED: July 6, 2012

Respectfully submitted,

By: 

**MICHAEL S. STEIN**  
**PASHMAN STEIN, P.C.**  
Court Plaza South  
21 Main Street, Suite 100  
Hackensack, NJ 07601  
(201) 488-8200

**ROSEMARY ALITO**  
**K&L GATES LLP**  
One Newark Center, Tenth Floor  
Newark, NJ 07102-5285  
(973) 848-4000

**NOTICE OF DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, notice is given that Michael S. Stein is hereby designated as trial  
counsel in the within matter.

DATED: July 6, 2012

By: 

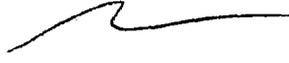
**MICHAEL S. STEIN**  
**PASHMAN STEIN, P.C.**  
Court Plaza South  
21 Main Street, Suite 100  
Hackensack, NJ 07601  
(201) 488-8200

**ROSEMARY ALITO**  
**K&L GATES LLP**  
One Newark Center, Tenth Floor  
Newark, NJ 07102-5285  
(973) 848-4000

**CERTIFICATION PURSUANT TO RULE 4:5-1**

Pursuant to R. 4:5-1, it is hereby certified that this matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated by plaintiff. It is further certified that Plaintiff and its counsel are unaware at this time of any other party that should be joined in this action; however, Plaintiff reserves the right to add parties whose identities and/or culpability may be revealed through discovery.

DATED: July 6, 2012

By: 

MICHAEL S. STEIN  
PASHMAN STEIN, P.C.  
Court Plaza South  
21 Main Street, Suite 100  
Hackensack, NJ 07601  
(201) 488-8200

ROSEMARY ALITO  
K&L GATES LLP  
One Newark Center, Tenth Floor  
Newark, NJ 07102-5285  
(973) 848-4000



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 34  
450 MAIN ST STE 410  
HARTFORD, CT 06103-3078

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (860)240-3522  
Fax: (860)240-3564

December 16, 2011

Edward Remillard, Regional Human  
Resources Manager  
Healthbridge Management  
341 Jordan Lane  
Wethersfield, CT 06109-1128

Joanne Wallak, Administrator  
West River Health Care  
245 Orange Ave  
Milford, CT 06461-2104

Care Realty (A/K/A CareOne)  
173 Bridge Plaza North  
Fort Lee, NJ 07024-7575

Care One, LLC  
173 Bridge Plaza North  
Fort Lee, NJ 07024-7575

Re: HEALTHBRIDGE MANAGEMENT,  
CARE REALTY (a/k/a Care One) WEST  
RIVER HC  
Case 34-CA-070823

Ladies and Gentlemen:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney JOHN A. MCGRATH whose telephone number is (860)240-3527. If JOHN A. MCGRATH is not available, you may contact Deputy Regional Attorney TERRI A. BLUE whose telephone number is (860)240-3532.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

Exhibit

F

December 16, 2011

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

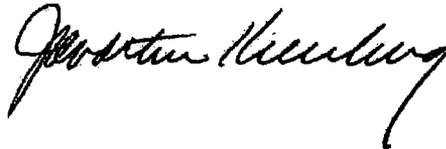
HealthBridge Management Care Realty  
(a/k/a Care One) West River HC  
Case 34-CA-070823

- 3 -

December 16, 2011

We can provide assistance for persons with limited English proficiency or disability.  
Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



Jonathan B. Kreisberg  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

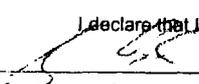
cc: George W. Loveland, Esq.  
Kiesewetter Wise Kaplan Prather, PLC  
3725 Champion Hills Dr., Ste 3000  
Memphis, TN 38125-0500

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case No. 34-CA-070823	Date Filed Dec. 15, 2011

**INSTRUCTIONS**

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>		
a. Name of Employer: <b>HealthBridge Management, Care Realty (aka CareOne), West River HC (see also attached)</b>		b. Number of workers employed
c. Address (street, city, state, ZIP code) see attached	d. Employer Representative see attached	e. Telephone No./Facsimile No see attached
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Nursing Home</b>	g. Identify principal product or service <b>Health Care</b>	
h. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3), (5)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, and the Postal Reorganization Act.		
<b>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</b>		
<p>1. <b>Since on or about July 1, 2011, the Employer has engaged in overall bad faith bargaining, as evidenced by:</b></p> <ul style="list-style-type: none"> <li>a. Surface bargaining;</li> <li>b. Proposing as final offers numerous predictably unacceptable changes in existing economic and non-economic terms and conditions of employment;</li> <li>c. Unilaterally changing numerous terms and conditions of employment, both prior to and following the expiration of the most recently expired collective bargaining agreements ("cbas"), prior to bargaining and/or reaching impasse with the Union;</li> <li>d. Threatening to implement other unilateral changes in terms and conditions of employment prior to reaching impasse with the Union;</li> <li>e. By-passing the employees' certified collective bargaining representative and engaging in direct dealing with employees regarding proposed terms and conditions of employment;</li> <li>f. Threatening, coercing and intimidating employees for exercising their rights protected under the Act;</li> <li>g. Since on or about December 12, 2011, locking employees out in order to unlawfully retaliate against them for engaging in protected activity and to exert economic pressure in support of the Employer's bad faith bargaining demands and tactics.</li> </ul> <p><b>Because the Employer's significant and escalating unlawful activities threaten to irreparably damage the Union's ability to effectively represent employees if left unremedied pending processing and prosecution of the above referenced unfair labor practice charges, the Union requests that the Regional Director immediately seek 10(j) injunctive relief in this case.</b></p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) <b>New England Health Care Employees Union, District 1199-SEIU</b>		
4a. Address (street and number, city, state and ZIP code) <b>77 Huyshope Avenue, First Floor, Hartford, CT 06106</b>	4b. Telephone No. <b>(860) 549-1199 / 251-6049 (fax)</b>	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). <b>Service Employees International Union</b>		
<b>6. DECLARATION</b>		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By <u></u> Signature of representative or person making charge (Suzanne Clark )	Title <u>Vice President</u>	Date <u>12/15/11</u>
Address <b>77 Huyshope Ave., Hartford, CT 06106</b> Telephone: <b>(860) 251-6026/ (860) 251-6049 (fax)</b>		

***Attachment***

HealthBridge Management  
Edward Remillard, Regional Human Resource Manager  
341 Jordan Lane, Wethersfield, CT 06109  
860-257-6174 / Fax: 860/257-6107

245 Orange Avenue Operating Company II, LLC d/b/a West River Health Center  
Joanne Wallak, Administrator  
245 Orange Avenue, Milford, CT 06460  
203-876-5123 / Fax 203-876-5129

Care Realty (a/k/a Care One)  
173 Bridge Plaza North, Fort Lee, NJ 07024  
201-242-4000 / Fax: 201-242-4010

Care One LLC  
173 Bridge Plaza North, Fort Lee, NJ 07024  
201-242-4000 / fax 201/242-4010



United States Government  
**NATIONAL LABOR RELATIONS BOARD**  
Region 34  
A.A. Ribicoff Federal Building  
450 Main Street, Suite 410  
Hartford, CT 06103-3022

Telephone (860) 240-3557  
Facsimile (860) 240-3564  
[www.nlrb.gov](http://www.nlrb.gov)

**VIA FACSIMILE**

December 16, 2011

Edward Remillard, Regional Human  
Resources Manager  
Healthbridge Management  
341 Jordan Lane  
Wethersfield, CT 06109-1128

Joanne Wallak, Administrator  
West River Health Care  
245 Orange Ave  
Milford, CT 06461-2104

Care Realty (A/K/A CareOne)  
173 Bridge Plaza North  
Fort Lee, NJ 07024-7575

Care One, LLC  
173 Bridge Plaza North  
Fort Lee, NJ 07024-7575

Re: **HEALTHBRIDGE MANAGEMENT, CARE  
REALTY (a/k/a Care One) WEST RIVER HC  
Case 34-CA-070823**

Ladies and Gentlemen:

This is to advise you that injunctive relief under Section 10(j) of the Act has been requested in the instant case. You are hereby requested to promptly submit to the undersigned any evidence or arguments relevant to whether such injunctive relief is appropriate herein.

Very truly yours,

*John A. McGrath*

John A. McGrath  
Attorney

JAM:tlg

MODE = MEMORY TRANSMISSION

START=DEC-16 15:18

END=DEC-16 15:23

FILE NO. = 007

STN NO.	COM	ABBR NO.	STATION NAME/TEL. NO.	PAGES	DURATION
001	OK	#	812012424010	001/001	00:00'29"
002	OK	#	819017951646	001/001	00:00'33"
003	OK	#	88602576107	001/001	00:00'36"
004	OK	#	812012424010	001/001	00:00'29"
005	OK	#	812038765129	001/001	00:00'30"

-NLRB

\*\*\*\*\* -REGION 34

- \*\*\*\*\* -

34- \*\*\*\*\*



United States Government  
**NATIONAL LABOR RELATIONS BOARD**  
Region 34  
A.A. Ribicoff Federal Building  
450 Main Street, Suite 410  
Hartford, CT 06103-3022

Telephone (860) 240-3557  
Facsimile (860) 240-3564  
[www.nlrb.gov](http://www.nlrb.gov)

VIA FACSIMILE

December 16, 2011

Edward Remillard, Regional Human  
Resources Manager  
Healthbridge Management  
341 Jordan Lane  
Wethersfield, CT 06109-1128

Joanne Wallak, Administrator  
West River Health Care  
245 Orange Ave  
Milford, CT 06461-2104

Care Realty (A/K/A CareOne)  
173 Bridge Plaza North  
Fort Lee, NJ 07024-7575

Care One, LLC  
173 Bridge Plaza North  
Fort Lee, NJ 07024-7575

Re: **HEALTHBRIDGE MANAGEMENT, CARE  
REALTY (a/k/a Care One) WEST RIVER HC  
Case 34-CA-070623**

Ladies and Gentlemen:

This is to advise you that injunctive relief under Section 10(j) of the Act has been requested in the instant case. You are hereby requested to promptly submit to the undersigned any evidence or arguments relevant to whether such injunctive relief is appropriate herein.

Very truly yours,

*John A. McGrath*

John A. McGrath  
Attorney

JAM:tlg



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 34  
450 MAIN ST STE 410  
HARTFORD, CT 06103-3078

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (860)240-3522  
Fax: (860)240-3564

June 19, 2012

Edward Remillard, Regional HR Manager  
Healthbridge Management  
341 Jordan Ln  
Wethersfield, CT 06109-1128

Michael Pescatello, Administrator  
107 Osborne Street Operating Co. II, LLC  
d/b/a Danbury Health Care Center  
107 Osborne St  
Danbury, CT 06810-6016

Polly Schnell, Administrator  
710 Long Ridge Operating Co. II, d/b/a  
Long Ridge of Stamford Health Care Center  
710 Long Ridge Rd  
Stamford, CT 06902-1226

Joanne Wallak, Administrator  
245 Orange Avenue Operating Company, II, LLC  
d/b/a West River Health Care  
245 Orange Ave  
Milford, CT 06461-2104

Cynthia Roessler, Administrator  
341 Jordan Lane Operating Company II, LLC,  
d/b/a Wethersfield Health Care  
341 Jordan Ln  
Wethersfield, CT 06109-1128

Liz Charmichael, Administrator  
240 Church Street Operating Company II, LLC  
d/b/a Newington Health Care Center  
240 Church St  
Newington, CT 06111-4806

Marion Najamy, Administrator  
1 Burr Road Operating Center II, LLC  
d/b/a Westport Health Care Center  
1 Burr Rd  
Westport, CT 06880-4220



Care Realty (A/K/A CareOne)  
173 Bridge Plz N  
Fort Lee, NJ 07024-7575

Care One, LLC  
173 Bridge Plz N  
Fort Lee, NJ 07024-7575

Re: HEALTHBRIDGE MANAGEMENT, ET AL.  
Case 34-CA-083335

Dear Sir and Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney JOHN A. MCGRATH whose telephone number is (860)240-3527. If this Board agent is not available, you may contact Deputy Regional Attorney TERRI A. BLUE whose telephone number is (860)240-3532.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent.

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

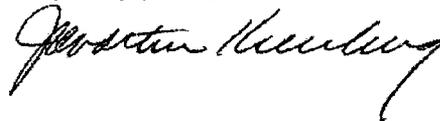
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



Jonathan B. Kreisberg  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

cc: George W. Loveland, II, Esq.  
Littler, Mendelson P.C.  
3725 Champion Hills Dr., Ste 3000  
Memphis, TN 38125-0500