

September 14, 2017

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Via First Class Mail and Electronic Mail (pglaser@glaserweil.com)

Patricia L. Glaser
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10250 Constellation Blvd., 19th Floor
Los Angeles, CA 90067

**Re: Your August 29, 2017 Demand to NUHW's Chief Labor
Negotiator Dennis Dugan to Take Down Posting on the
Briuswatch Website**

Dear Ms. Glaser:

I and this firm represents the National Union of Healthcare Workers (NUHW or the Union). On the Union's behalf, we write in response to your August 29, 2017 correspondence to Mr. Dennis Dugan and regarding the Union's online labor communication titled *Brius Healthcare's Insider Transactions*.

As a preliminary matter, we note the context in which the Union's labor communication was made. As you must know, NUHW is a labor organization. Approximately two hundred NUHW members work at two Brius nursing homes, where they seek improved standards for residents and caregivers as part of their ongoing collective-bargaining negotiations with Brius officials. The online labor communication you have identified was written in this context, in good faith, and as a fair exercise of the Union's rights of public participation. Furthermore, in this ongoing collective bargaining process, the Union recently filed an unfair labor practice charge alleging that a representative of a Brius home violated federal labor law by conduct including unlawfully demanding, as a condition of settling a collective bargaining agreement that the Union take down its *Briuswatch* website. Thus, as we understand, your letter in effect—albeit applying different reasoning—makes the same demand, that the Union take down a particular online post on the *Briuswatch* website, that is encompassed within the demand presently alleged to be unlawful and the subject of an Unfair Labor Practice charge pending before Region 20 of the National Labor Relations Board. Thus, we are concerned that your correspondence which is notably addressed specifically to Mr. Dugan, the Union's Lead Negotiator at the collective bargaining tables at two Brius facilities, appears to seek a result that Brius representatives know cannot lawfully be demanded through collective bargaining.

Nonetheless, we respond to your correspondence in good faith, in hopes of better understanding the basis for assertions made in your correspondence, what exact statements you believe warrant a retraction, and why. We hope that increased dialogue will allow us to adequately assess your assertions, so we may determine whether a clarification, retraction, or other action is appropriate.

Turning to the Union's labor communication at issue, we believe it to be factual and accurate, but without conceding otherwise are willing to consider any information you will share with us that may warrant clarification. Your August 29 correspondence claims that the Union's labor communication contains many "false and defamatory statements" but as we understand, your correspondence provides only two specific examples. In order to adequately consider whether or not a retraction or even a clarification is warranted, we need to know exactly what statement or statements you believe are defamatory. Your correspondence is vague and ambiguous, and does not identify the sentences or facts you assert to be false and defamatory. Thus, if you wish to make a demand for retraction of any statement contained in the Union's labor communication, please do so by specifically identifying each statement, and provide us with any information you would like us to consider regarding each statement.

One of the two examples provided in your correspondence is based on what you claim to be an assumed statement, rather than a statement actually made in the Union's communication. In this regard, your correspondence states: "To begin, the "report" falsely assumes and asserts that, for each related party transaction, Mr. Rechnitz and Brius Healthcare were compensated in full by Medicare or Medicaid for that transaction." We have reviewed the Union's communication in full, and do not see language that supports your statement. Please identify all language in the Union's communication that you believe states (or supports an assumption) that for each related party transaction, Mr. Rechnitz and Brius Healthcare were compensated in full by Medicare or Medicaid for that transaction. For each such statement you identify, if any, please also provide any information you wish us to consider that would demonstrate that the identified statement is false and/or defamatory.

The second example in your correspondence relates to rental costs at the Eureka Rehabilitation and Wellness Center (Eureka). Your correspondence cites language in the Union's labor communication about an increase in rent, and asserts "in fact that increase was caused by a third party, Genesis." As evident in the Union's labor communication, we understand that in the facility's Long-Term Care Facility Integrated Disclosure and Medi-Cal Cost Reports, Eureka self-reported that its rental payments jumped from \$333,530 in 2010, to \$827,751 in 2012. If you believe this facility-reported information is incorrect, or if you have evidence that Genesis was responsible for this full rental increase, please provide us with that information so we may consider whether it warrants further action on our part.

As stated, we believe the Union's labor communication to be fair, accurate, and in support of the Union's rights of public participation, and expressly reserve all related rights and remedies. However, we write in hopes of better understanding your concerns, and remain amenable to amending our communication, including issuing a retraction, if warranted, and have thus chosen to engage with you

substantively, regarding your claims. We hope you share this spirit of cooperation, and will choose to identify that which you believe to be false, and will share with us any information that supports your position, so that we may perhaps find more common ground.

If you wish to discuss this matter, please don't hesitate to contact Jonathan Siegel, NUHW General Counsel, or me. Thank you.

Very truly yours,


Latika Malkani

LM/maw

Encl.

cc: Dan Martin, Assistant to the President, NUHW *(via email)*
Dennis Dugan, Coordinator and Chief Negotiator, San Rafael Health and
Wellness Center and Novato Healthcare Center, NUHW *(via email)*
Jonathan Siegel, Esq., NUHW General Counsel *(via email)*