IN THE SUPREME COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CHIEF EXECUTIVE OFFICE, etc. Plaintiff and Appellant, v. LOS ANGELES COUNTY EMPLOYEE RELATIONS COMMISSION, Defendant and Respondent; SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, Real Party in Interest and Respondent.	S191944 Ct.App. 2 B217668 Los Angeles County Super. Ct. No. BS116993 Hon. James C. Chalfant

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INTRODUCTION

When the people of California added the privacy initiative to their Constitution in 1972, the drafters explained the initiative as follows: "The right of privacy is the right to be left alone. It is a fundamental and compelling interest. It protects our homes, our families, our thoughts, our emotions, our expressions, our personalities, our freedom of communion, and our freedom to associate with the people we choose."[1] This case involves a union's demand that a public employer intrude on that right to be left alone by giving employees' home addresses and phone numbers to the union without notice to the employees and without their consent. The union's demand raises the following issues:

1. The Meyers-Milias-Brown Act requires employers to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment. The County has consistently given the SEIU all the information it has requested about the terms and conditions of County employment. Did the Act require the County to also turn over its employees' home addresses and phone numbers?

2. The constitutional right to be left alone includes the substantial interest in keeping home addresses and phone numbers private. Many County employees have declined to provide their home addresses and phone numbers to the union. Is it a violation of the non-members' privacy to give that information to the union?

3. The union claims to need home addresses and phone numbers to act as the collective bargaining representative for County employees. While declining to provide that information, the County provides work contact information, bulletin board space, and access to mailings through the Employee Relations Commissions for the SEIU to communicate with

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[1] *People v. Privitera* (1979) 23 Cal.3d 697, 728.

non-members. Does the additional contact that the SEIU claims it would gain from having home addresses and phone numbers outweigh the employees' right to be left alone?

STATEMENT OF THE CASE

Summary of facts

The agency shop environment

SEIU Local 721 is the certified representative for about 20 County bargaining units, most of which have agency shop provisions in their Memoranda of Understanding (MOUs) with the County.[2] Under an agency shop provision, the employees in the bargaining unit have four options: (1) join the union and pay union dues, (2) decline to join the union and pay the fair share fee (which is equal to the union dues), (3) decline to join the union, object to the fair share fee and pay the agency shop fee (which is a percentage of the fair share fee), or (4) decline to join the union, claim a religious exemption from the fee requirement and pay the agency shop fee to a non-religious, non-labor charitable fund.[3]

When a bargaining unit is subject to an agency shop provision, the employees in the unit must receive an annual *Hudson* notice, which informs those who have not joined the union about their options, the fee to be paid and the reasons for the fee.[4] In Los Angeles County, the practice has been for the SEIU to prepare the *Hudson* notice packets, stuff the mailing envelopes, and deliver the material to the Los Angeles County Employee Relations Commission (ERCOM). ERCOM is the independent body that regulates the relations between the County and its employees under the Meyers-Milias-Brown Act, as the Public

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[2] AA 25.

[3] AA 181-182; 1 AR 70-73, 230-231, 3 AR 742.

[4] AA 182. *Hudson* refers to *Chicago Teachers Union, Local No. 1 v. Hudson* (1986) 475 U.S. 292, which laid down the constitutional standards for determining how much non-union members must contribute for union activities that are for their benefit. See also *Cumero v. Public Employment Relations Bd.* (1989) 49 Cal.3d 575 (applying the principles to public employees in California).

Employment Relations Board (PERB) does for other public employers.[5] The County prepares mailing labels, which it delivers to ERCOM, which in turn has the mailing labels affixed to the envelopes and the packages put into the mail.[6] The County and the union have followed this procedure for distributing the *Hudson* notice at least since 1994.[7]

Before it filed its charge with ERCOM, the SEIU bargained with the County over the procedure for providing the *Hudson* notice.[8] The SEIU requested that the following be added to the MOU provision: "To facilitate the carrying out of this responsibility, each year the County shall furnish the Union with the names and home addresses of employees in bargaining units covered by agency shop provisions."[9] The County responded that it would not provide the information because of confidentiality and privacy concerns, but that it would continue to do what it had done in the past—to send information on the SEIU's behalf to the individuals for whom the union did not have addresses.[10] There was discussion about establishing an authorization procedure for obtaining employee releases of personal contact information, but the union rejected it as too burdensome.[11]

Ultimately, the SEIU withdrew its proposal to modify the provision about *Hudson* notices, and accepted the existing language (which did not require the County to provide home addresses and phone

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[5] Gov. Code, § 3509, subd. (d).

[6] AA 29.

[7] 2 AR 574-580.

[8] 2 AR 473; 3 AR 832-863.

[9] AA 25-26; 1 AR 31, No. 15.

[10] AA 26-27; 2 AR 493-494.

[11] AA 27-28; 1 AR 27; 2 AR 538-539; 4 AR 889-892, 976.

numbers).[12] The final MOU continued the prior language without change.[13]

Means for the SEIU to communicate with non-members

The *Hudson* notice packets that ERCOM mails each year to all employees whom the SEIU represents include (1) a solicitation for non-members to join the union, and (2) a "Non-Member's Fee Designation," which asks each non-member for his or her home address and phone number.[14] (We have included a copy of the *Hudson* notice packet as Attachment 1 to the brief.) The County distributes the same documents to new employees during their orientation process.[15] As of May 2007, the SEIU had home addresses for about 7,290 of the 14,512 non-members in its bargaining units.[16] The remaining 7,222 had declined to provide that information despite repeated opportunities to do so.[17] With the information that it has from its members, the union has contact information for about 46,000 of the County employees that it represents.[18] The County has never provided the union with home addresses and phone numbers.[19]

The County also provides other ways for the union to communicate with non-members who have not given the union their home addresses and phone numbers. The County provides the names of

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[12] AA 28-29; 4 AR 958.

[13] 1 AR 37, 72-74; 3 AR 661.

[14] 1 AR 197-205, 230-236; 2 AR 581; 3 AR 653-659.

[15] 2 AR 286-315, 437-438, 545-546; 3 AR 601. See also 1 AR 75, 104.

[16] AA 30-31, 182.

[17] AA 182.

[18] AA 147:17-21.

[19] 2 AR 534; 4 AR 936.

all non-member employees, along with their work site locations, office addresses, cubicles and supervisors.[20] The County was willing to send information that the union wanted to non-members for whom the union did not have home addresses.[21] The SEIU may also communicate with non-member employees through bulletin boards at their work locations.[22] The Court may take judicial notice of the existence of the SEIU's website at http://www.seiu721.org/, where it posts information for all those in the bargaining units that it represents.[23]

Exchange of information on terms and conditions of employment

The County routinely provides the SEIU with budget information, information about the workload, and salary information from other jurisdictions to the extent that it has it. The County also provides information from its employment records, including the name, employee number, bargaining unit, item number, salary, leave information, employing department, date of hire and shift. To the extent available, the County provides information on race or ethnic group or gender.[24]

For the bargaining that took place in 2006, the SEIU requested 17 items of information for "purposes of considering and costing salary

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[20] 3 AR 596-597, 607-609, 678-680, 752-757.

[21] 2 AR 494.

[22] 1 AR 115-116; 3 AR 597-601; 4 AR 986.

[23] *Shaw v. People ex rel. Chiang* (2009) 175 Cal.App.4th 577, 606, fn. 10 (judicial notice of Department of Transportation website); *Moehring v. Thomas* (2005) 126 Cal.App.4th 1515, 1524 , fn. 5 (judicial notice of Forest Service's website); *In re White* (2004) 121 Cal.App.4th 1453, 1469 , fn. 14 (judicial notice of State Bar website); *Gentry v. eBay, Inc.* (2002) 99 Cal.App.4th 816, 821 , fn. 1 (judicial notice of eBay's website as support for demurrer); *Walt Rankin & Associates, Inc. v. City of Murrieta* (2000) 84 Cal.App.4th 605, 623-624 , fn. 12 (judicial notice of Insurance Commissioner's website).

[24] 1 AR 269-285; 2 AR 583 – 3 AR 585; 3 AR 621-624.

proposals, and other compensation issues."[25] It has been the County's practice to provide all that information, except for home addresses and phone numbers.[26] The MOU gives the SEIU the right to a computer tape listing of all employees' names, employee numbers, item numbers, item titles, department numbers and pay locations.[27]

Summary of proceedings below

The SEIU asked ERCOM to find that the County had committed an unfair employee relations practice by failing to provide home addresses and phone numbers of represented employees who are not union members. The SEIU's petition claimed the County had violated its Employee Relations Ordinance.[28] The parties, the hearing officer and the Superior Court treated the charge as also involving an interpretation of the meet and confer provision of the Meyers-Milias-Brown Act.[29]

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[25] 1 AR 23; 2 AR 435-436, 483.

[26] 2 AR 529-530, 532, 584-586; 4 AR 881-884.

[27] 1 AR 104.

[28] 1 AR 1. Section 12(a)(3) (codified at section 5.04.240 of the Los Angeles County Code) provides that it is an unfair employee relations practice for the County "to refuse to negotiate with representatives of certified employee organizations on negotiable matters." Section 15 (codified at section 5.04.060) provides: "To facilitate negotiations, the county shall provide to certified employee organizations concerned the published data it regularly has available concerning subjects under negotiation, including data gathered concerning salaries and other terms and conditions of employment provided by comparable public and private employers, provided that when such data is gathered on a promise to keep its source confidential, the data may be provided in statistical summaries but the sources shall not be revealed." The Employee Relations Ordinance appears in the Administrative Record at 1 AR 207.

[29] Union's Post-Hearing Brief [4 AR 1063-1070]; County Management Post-Hearing Brief [4 AR 1087-1089]; Hearing Officer Report [AA 34-36]; Superior Court Decision [AA 187-189].

ERCOM agreed with the SEIU. The hearing officer, relying on National Labor Relations Act (NLRA) and Public Employment Relations Board (PERB) precedent, based his recommended decision on the union's role as a bargaining agent and the need to communicate with unit employees effectively.[30] The fact that the SEIU had other means of communicating with bargaining unit employees did not matter.[31] The Commission adopted the hearing officer's decision, and reaffirmed its decision in response to the County's motion for reconsideration.[32]

The County filed a petition for writ of administrative mandate.[33] The Superior Court ruled that the County had not sufficiently raised employee privacy during the Commission proceedings.[34] The administrative record belied the Superior Court's ruling, because the County's witnesses and advocates did present the issue to the hearing officer,[35] who acknowledged that the County's defenses included "privacy and confidentiality concerns."[36] The SEIU does not press the exhaustion issue in this Court.[37]

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[30] AA 36.

[31] AA 42.

[32] 5 AR 1174-1175, 1211-1216.

[33] AA 1.

[34] AA 178.

[35] See, for example, AA 30 (County witness testified that the County had "concerns regarding employee privacy and safety"), 40 (the County advanced "claims of confidentiality and privacy"); 4 AR 920 (County's position that "privacy rights of non-members" would be violated by disclosure).

[36] AA 38-41.

[37] Opening Brief, p. 13, fn. 11.

In the alternative, the Superior Court ruled that non-members had a privacy interest in their home addresses and phone numbers, but that their interest was outweighed by the union's interest in the information.[38]

The Court of Appeal reversed and remanded with directions. Although it stated that the Meyers-Milias-Brown Act required disclosure of home addresses and phone numbers, it did not conduct an independent analysis. It adopted the NLRA and PERB interpretations, without any discussion.

It determined that the non-member employees had a reasonable expectation of privacy, which could be accommodated by an opt-out procedure that would allow employees to object to provision of their home addresses and phone numbers to the union. ERCOM would resolve any dispute about disclosure of that information.

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[38] AA 189-192.

ARGUMENT

The Court need not decide whether the union may intrude on the employees' right to be left alone, because there is no rule that requires the County to turn over home addresses and phone numbers

This Court "should decide a constitutional question only if it is absolutely necessary to do so."[39] There is no need to consider whether it is lawful to intrude on the non-members' right to be left alone unless the County is required to provide home addresses and phone numbers to the union. The County would prefer to respect its employees' privacy and not turn over that information.

The County's Employee Relations Ordinance does not require disclosure of home addresses and phone numbers

Although the SEIU relied on the Los Angeles County Employee Relations Ordinance in its charge,[40] the cited provisions do not compel disclosure of home addresses and phone numbers. Section 15 requires the County to provide "the published data it regularly has available concerning subjects under negotiation."[41] Home addresses and phone

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[39] *Johnson v. Bradley* (1992) 4 Cal.4th 389, 412. See also *Thompson v. Department of Corrections* (2001) 25 Cal.4th 117, 128-129 (acknowledging "the well-established rule that we do not address constitutional questions unless necessary"); *Santa Clara County Local Transportation Authority v. Guardino* (1995) 11 Cal.4th 220, 230 ("this Court will not decide constitutional questions where other grounds are available and dispositive of the issues of the case"); *People v. Leonard* (1983) 34 Cal.3d 183, 187; *People v. Williams* (1976) 16 Cal.3d 663, 667.

[40] See 1 AR 1. The Employee Relations ordinance appears at 1 AR 207.

[41] 1 AR 209.

numbers were not published, and did not concern any subject under negotiation.[42]

Section 12(a)(3) makes it an unfair employee relations practice for the County to refuse to negotiate.[43] The evidence established that the County negotiated, and that the parties in fact reached an agreement with respect to use of home addresses for sending the *Hudson* notice.

Because the evidence did not establish a violation of any provisions of the Employee Relations Ordinance, ERCOM could only have found an unfair practice under its obligation to act "consistent with and pursuant to the policies of [the Meyers-Milias-Brown Act]."[44]

The text of the Meyers-Milias-Brown Act does not require disclosure of home addresses and phone numbers

The Meyers-Milias-Brown Act does not by its terms require public employers to give home addresses and phone numbers to unions. The SEIU relies on the section of the Act that provides: "The governing body of a public agency ... *shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment* with representatives of such recognized employee organizations."[45] "Meet and confer in good faith" means that the agency and the employee organizations "shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public

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[42] 3 AR 605-607.

[43] 1 AR 213.

[44] Gov. Code, § 3509, subd. (d).

[45] Gov. Code, § 3505.

agency of its final budget for the ensuing year."[46] From the context, the information to be freely exchanged must be related to the public agency's obligation to meet and confer regarding the terms and conditions of employment. The evidence established that the County provided all the information the SEIU requested during the collective bargaining process except for home addresses and phone numbers. The SEIU has not explained how that personal information relates to bargaining over matters within the scope of its representation.

Another provision directly treats the subject of confidential information. Section 3507 authorizes public employers to establish rules providing for "[f]urnishing nonconfidential information pertaining to employment relations to employee organizations."[47] By limiting the rules to the furnishing of "nonconfidential" information, the Legislature must have meant to bar furnishing confidential information, such as home addresses and phone numbers. This is an application of the expressio unius canon of statutory construction.[48] As this Supreme Court has explained, "The expression of some things in a statute necessarily means the exclusion of other things not expressed."[49] That canon applies unless

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[46] Gov. Code, § 3505.

[47] Gov. Code, § 3507, subd. (a)(8). See 3 AR 828-829.

[48] See Black's Law Dictionary (8th ed. 2004), expressio unius est exclusio alterius ("A canon of construction holding that to express or include one thing implies the exclusion of the other, or of the alternative. For example, the rule that 'each citizen is entitled to vote' implies that noncitizens are not entitled to vote").

[49] *Gikas v. Zolin* (1993) 6 Cal.4th 841, 852. See also *International Federation of Professional & Technical Engineers, Local 21, AFL-CIO v. Superior Court* (2007) 42 Cal. 4th 319, 343 ("Ordinarily, the enumeration of one item in a statute implies that the Legislature intended to exclude others")

the Legislature expresses a contrary intent.[50] Here, it means that the Meyers-Milias-Brown Act does not require disclosure of non-members' home addresses and phone numbers, because they are confidential.

The NLRA and PERB precedents that the SEIU relies on are neither binding nor convincing

To find a duty to provide home addresses and phone numbers, the SEIU relies on PERB decisions, which in turn rely on federal cases interpreting the NLRA. While PERB decisions are due some deference, it is "the duty of this court, when ... a question of law is properly presented, to state the true meaning of the statute ... even though this requires the overthrow of an earlier erroneous administrative construction."[51] PERB's reliance on the NLRA precedents is not appropriate:

1. The NLRA, by its own terms, does not apply to public employee relations, or even to the federal government's relations with its own employees.[52] As explained below at page 20, the organizations representing federal employees do not have access to home addresses and phone numbers.

2. The language of the statutes is different. The NLRA states only that it is an unfair labor practice for the employer "to refuse to bargain collectively,"[53] on which the duty to provide home addresses was engrafted many years after the NLRA was enacted. The Meyers-Milias-

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[50] *CPF Agency Corp. v. Sevel's 24 Hour Towing Service* (2005) 132 Cal.App.4th 1034, 1049.

[51] *Cumero, supra*, 49 Cal.3d at p. 587.

[52] See 29 U.S.C. § 152(2) : "The term 'employer' ... shall not include the United States or any wholly owned Government corporation, or any Federal Reserve Bank, or any State or political subdivision thereof."

[53] 29 U.S.C. § 158, subd. (a)(5).

Brown Act contains a much more elaborate definition of the duty to bargain (set forth above, at page 11), no part of which suggests a right to home addresses and phone numbers.

3. The legislative history of the Meyers-Milias-Brown Act shows that there was no intent to incorporate a right to home addresses and phone numbers. When the California legislature began considering what would become the Meyers-Milias-Brown Act, there was substantial opposition to importing NLRA collective bargaining into public sector employee relations at all. As one commentator has explained:

> "It soon became apparent, however, that the private sector labor law model could not answer all the questions raised by the transplantation of collective bargaining to the public sector. For one thing, the public sector came to the bargaining process carrying a baggage of customs, institutions, and expectations that were to some extent resistant to total transplantation."[54]

The commentator's conclusion is buttressed by the legislative history. When Assemblyman Brown (the original draftsman of the legislation) wrote to Governor Brown in June 1961 to urge approval, he noted: "I think that the acceptability of this bill to public agencies has been in large part because of the fact that it recognizes that there are differences between public employment and private employment, which precludes the extension of collective bargaining as it applies in private enterprise to the field of public activity."[55] Committee reports issued during the gestation of the Act confirm the widespread opposition to

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[54] Grodin, *Author's Comments to Public Employee Bargaining in California: The Meyers-Milias-Brown Act in the Courts* (1999) 50 Hastings L.J. 761, 765.

[55] 1 JN 31.

importing the private labor relations model wholesale into public employee relations.[56]

When the Legislature amended section 3505 during its 1968 session to adopt the current meet and confer in good faith standard,[57] the Assembly Committee that considered the bill noted that "in good faith" had been construed by courts applying the NLRA to require sincere attempts to reach agreement. It also emphasized that it did not intend the amendment to import NLRA standards into the Act:

> It should be noted that this bill's provisions do not—and are not intended to—result in the same kind of procedure and end-product as obtains in collective bargaining negotiations in the private sector. "Meet and confer in good faith" in SB 1228 is intended to further formalize and improve communication and provide genuine attempts to iron out the issues which can arise between employees and employers in the public sector.[58]

There was no mention of an intent to import a requirement to provide home addresses and phone numbers—a requirement that the National Labor Relations Board (NLRB) had only adopted a couple of years earlier.

When the NLRB changed its prior stance in the *Excelsior Underwear* decision in 1966, it did so because the unions had no other effective way of communicating with employees.[59] When the federal

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[56] See Final Report of the Assembly Interim Committee on Industrial Relations [3 JN 587-589]; Report of the Assembly Interim Committee on Civil Service and State Personnel [4 JN 624-625].

[57] Before the amendment, the Act had only required the public agency to "meet and confer." The amendment added the requirement of "good faith," and provided the definition of good faith that currently appears in section 3505. See 5 JN 862.

[58] 5 JN 893.

[59] *Excelsior Underwear, Inc.* (1966) 156 NLRB 1236, 1240-1241 (noting that "without a list of employee names and addresses, a labor

courts endorsed the rule, they had the same concern—that, without such a rule, the union would not be able to communicate with employees at all.[60] In the agency shop environment that obtains in the units the SEIU represents, there is no such concern. The union has ready access to non-members at the workplace, and at their home addresses through the mailings managed by ERCOM.

There is no basis in the text, legislative history or underlying policy of the Meyers-Milias-Brown Act for importing the NLRA requirement into public relations law in California. The SEIU can act as a collective bargaining representative without that information.

County employees who declined to give their home addresses and phone numbers to the SEIU would suffer an invasion of privacy if the County were required to give that information to the union

A party proves an invasion of privacy by establishing "(1) a legally protected privacy interest, (2) a reasonable expectation of privacy under the circumstances, and (3) a serious invasion of the privacy interest."[61] Giving home addresses and phone numbers to the SEIU would invade the privacy of the County employees who have declined to provide that information to the union.

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organization, whose organizers normally have no right of access to plant premises, [footnote omitted] has no method by which it can be certain of reaching all the employees with its arguments in favor of representation, and, as a result, employees are often completely unaware of that point of view").

[60] *Prudential Ins. Co. of America v. N.L.R.B.* (2d Cir. 1969) 412 F.2d 77, 83 (noting that the union had no other effective way to communicate with nonmembers).

[61] *International Federation, supra*, 42 Cal.4th at p. 338; *Pioneer Electronics (USA), Inc. v. Superior Court* (2007) 40 Cal.4th 360, 370-371 ; *Hill v. National Collegiate Athletic Assn.* (1994) 7 Cal.4th 1, 35-37 .

County employees have a legally protected privacy interest in their home addresses and phone numbers

Here, there is no question that there is a legally protected privacy interest in home addresses and phone numbers. This Court has recognized that individuals generally have some level of privacy interest in controlling the dissemination of information regarding personal matters, such as their home addresses.[62] The Courts of Appeal have held that the constitutional right to be left alone includes the "substantial" interest in keeping home addresses and phone numbers private.[63]

County employees who have declined to give their home addresses and phone numbers to the SEIU have a reasonable expectation of privacy in that information

Based primarily on decisions from other jurisdictions, the SEIU argues that there is a pervasive expectation that unions will have access to nonmembers' home addresses and phone numbers—an expectation that the SEIU claims reaches into the ranks of Los Angeles County employees. The argument fails for three reasons:

1. For California public employees, the requirement only finds expression in PERB decisions. There is no statute or court decision that

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[62] *Commission On Peace Officer Standards And Training v. Superior Court* (2007) 42 Cal.4th 278, 300 (*POST*); *International Federation*, *supra*, 42 Cal.4th at p. 339 (distinguishing the privacy interest in "home addresses or telephone numbers" from that in salary information).

[63] *Planned Parenthood Golden Gate v. Superior Court* (2000) 83 Cal. App. 4th 347, 359 (reversing order to disclose staff addresses and phone numbers because of their "substantial" interest in the privacy of their homes); *City of San Jose v. Superior Court* (1999) 74 Cal.App.4th 1008, 1019 ("individuals have a substantial privacy interest in their home addresses and in preventing unsolicited and unwanted mail"). See also *Life Technologies Corp. v. Superior Court* (2011) 197 Cal.App.4th 640 (noting the special privacy protection for "employee/former employee residential addresses and phone numbers").

endorses that view. By contrast, California law is replete with provisions that protect home addresses and phone numbers from disclosure, in addition to the privacy protection in the California Constitution. For example, the Information Practices Act of 1977 declares that "all individuals have a right of privacy in information pertaining to them."[64] In enacting that law, the Legislature found that "[i]n order to protect the privacy of individuals, it is necessary that the maintenance and dissemination of personal information be subject to strict limits." The Act generally prohibits state agencies from disclosing personal information, including home addresses and phone numbers.[65] Other examples are set forth in the footnote.[66]

2. The SEIU's reliance on decisions from other states is misplaced. Each one arises from a statutory scheme unique to that

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[64] Civ. Code, § 1798.1.

[65] Civ. Code, §§ 1798.3, subd. (a) ("personal information" includes "home address" and "home telephone number"), 1798.24 (prohibiting disclosure of personal information except upon specified conditions).

[66] All home addresses and phone numbers in voter registration records are deemed confidential, and disclosure is strictly regulated. (Elec. Code, §§ 2194, 2195, 18109; Gov. Code, § 6254.4.) There is similar protection for home addresses and phone numbers in Department of Motor Vehicles records. (Gov. Code, § 6254.3; Veh. Code, § 1808.21.) Government Code section 6215 protects the home addresses of those who provide reproductive health care services. Health and Safety Code section 18081 allows registered owners of manufactured homes, mobile homes, commercial coaches, truck campers and floating homes to keep their home addresses confidential by providing a nonconfidential address that may be released to the public. Penal Code section 964 requires protection for confidential personal information in police reports. The Safe at Home program allows victims of domestic violence, stalking and sexual assault to exclude their home addresses from public records. (Code Civ. Proc., § 1277; Elec. Code, § 2166.5; Gov. Code, §§ 6206, 6206.4, 6207, 6207.5, Veh. Code, § 1808.21.)

jurisdiction. Those schemes fall short of establishing a uniform rule that would defeat the expectation of privacy in home addresses and phone numbers of Los Angeles County employees. Some of the SEIU's authorities applied rules that specifically required disclosure of home addresses,[67] unlike the Meyers-Milias-Brown Act, which contains no such requirement. The Michigan Supreme Court has changed its position since the decisions from the 1980's cited in the SEIU's brief.[68] After the Louisiana Supreme Court decided the *Webb* case that the SEIU cites, the Louisiana Legislature changed the statute to exempt home addresses and phone numbers from disclosure.[69] There was no claim of privacy in the cited case from Ohio.[70] When such a claim was raised in a later case, the Ohio Supreme Court was more protective of public employee home

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[67] *Greater Community Hosp. v. Public Employment Relations Bd.* (Iowa 1996) 553 N.W.2d 869, 872 ; *Council 74, American Federation of State, County and Mun. Employees v. Maine State Employees Ass'n* (Maine 1984) 476 A.2d 699, 703 , fn. 7; *In re State Employees' Ass'n of New Hampshire* (N.H. 2007) 938 A.2d 895, 897.

[68] See *Michigan Federation of Teachers & School Related Personnel, AFT, AFL-CIO v. University of Michigan* (Mich. 2008) 753 N.W.2d 28, 43 (denying union's request, because "disclosure of employees' home addresses and telephone numbers to plaintiff would reveal 'little or nothing' about a governmental agency's conduct")

[69] See *Angelo Iafrate Const., L.L.C. v. State ex rel. Dept. of Transp. and Development* (La.App. 2004) 879 So.2d 250, 255 , fn. 4.

[70] *State ex rel. District 1199 Health Care & Social Service Union v. Lawrence County General Hosp.* (Oh. 1998) 699 N.E.2d 1281, 1283 ("Respondents do not assert the applicability of any exemption to disclosure").

addresses.[71] The Alaska case likewise did not address any privacy interest the employees may have had.[72]

3. Although the NLRA has been interpreted to require giving the information to unions, the statute that regulates the federal government's relations with its own employees has not.[73] Like the Meyers-Milias-Brown Act, the Federal Service Labor-Management Relations Statute requires federal agencies to negotiate "in good faith" with labor unions.[74] But, federal agencies are not required to provide home addresses and phone numbers to the unions, by operation of the federal privacy statute.[75]

While the federal statutory scheme is different from California's, the public employee privacy interest is the same:

> The privacy interest protected by Exemption 6 "encompass[es] the individual's control of information concerning his or her person." [Citation omitted] An individual's interest in controlling the dissemination of information regarding personal matters does not dissolve simply because that information may be available to the public in some form. Here, for the most part, the unions seek to obtain the addresses of nonunion employees who have decided not to reveal their addresses to their exclusive representative. [Citation omitted] Perhaps some of these individuals have failed to join the union that represents them due to lack of familiarity with the union or its services. Others may be opposed to their union or to

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[71] *State ex rel. Keller v. Cox* (Ohio 1999) 707 N.E.2d 931, 934 (police officers' home addresses protected by the constitutional right of privacy).

[72] *Carter v. Alaska Public Employees Ass'n* (Alaska 1983) 663 P.2d 916.

[73] 5 U.S.C. §§ 7101 et seq.

[74] 5 U.S.C. § 7116(a).

[75] *United States Dept. of Defense v. Federal Labor Relations Authority* (1994) 510 U.S. 487.

> unionism in general on practical or ideological grounds. Whatever the reason that these employees have chosen not to become members of the union or to provide the union with their addresses, however, it is clear that they have some nontrivial privacy interest in nondisclosure, and in avoiding the influx of union-related mail, and, perhaps, union-related telephone calls or visits, that would follow disclosure. [Footnote omitted]
>
> Many people simply do not want to be disturbed at home by work-related matters. Employees can lessen the chance of such unwanted contacts by not revealing their addresses to their exclusive representative. Even if the direct union/employee communication facilitated by the disclosure of home addresses were limited to mailings, this does not lessen the interest that individuals have in preventing at least some unsolicited, unwanted mail from reaching them at their homes. We are reluctant to disparage the privacy of the home, which is accorded special consideration in our Constitution, laws, and traditions.[76]

This Court's 2007 decisions on the privacy rights of public employees do not require a different conclusion. The *International Federation* decision held that the public was entitled to the names, job titles and gross salaries of all municipal employees who earned at least $100,000 per year. The constitutional right of privacy did not bar disclosure, because "public employees do not have a reasonable expectation of privacy in the amount of their salaries."[77] The *POST* decision held that the public was entitled to the names, employing agency and date of employment of peace officers. While the decision focused on the California Public Records Act and the Public Safety Officers Procedural Bill of Rights Act, it concluded that peace officers

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[76] 510 U.S. at pp. 500-501.

[77] *International Federation*, *supra*, 42 Cal.4th at p. 338.

did not have a reasonable expectation of privacy in the requested information.

The information deemed not private in those cases related directly to the employees' duties for their public employers. As the *International Federation* decision explained, the California Constitution gives the public "the right of access to information concerning the people's business."[78] For many years, the Attorney General had opined that a public employee's name and salary "is a matter of public record," a position that was consistent with "the widespread practice of federal, state and local governments."[79] Therefore, it was not reasonable for public employees to expect that their salaries would remain a private matter.[80] The Court acknowledged that disclosure of personal information that would reveal "little, if anything, about the operations of the employing entity" could reasonably be considered "an unwarranted invasion of personal privacy."[81] It also noted that the public employer in that case "has not been asked to disclose any contact information for these employees, such as home addresses or telephone numbers."[82] Other courts have noted that public employees' home addresses and phone numbers have greater privacy protection than other information that relates directly to the workings of government.[83]

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[78] *Id.* at p. 329.

[79] *Id.* at p. 331.

[80] *Ibid.*

[81] *Id.* at p. 345.

[82] *Id.* at p. 339.

[83] *See, e.g., Sheet Metal Workers Intern. Ass'n, Local Union No. 19 v. United States Dept. of Veterans Affairs* (3rd Cir. 1998) 135 F.3d 891, 904 (noting that disclosure of home addresses "will not contribute significantly to the public's understanding of government activities"); *State ex rel. Dispatch Printing Co. v. Johnson* (Ohio 2005) 833 N.E.2d

The Court drew the same distinction in the *POST* decision. A category of information that included home addresses was "the type of information that is not generally known to persons with whom officers interact in the course of performing their official duties," and, therefore, was exempt from disclosure. "On the other hand, an officer's name and employing agency is information that ordinarily is made available, even to a person who is arrested by the officer."[84] The Court acknowledged that "individuals generally have some level of privacy 'interest in controlling the dissemination of information regarding personal matters,'" but concluded that "the fact of an individual's public employment" was not "a personal matter."[85]

When public employees go to work, they should expect that much of their work life will be on public view. When they leave work and go home, they can reasonably expect that their personal lives will remain their own. There is no reason for them to expect that their employers will give out their home addresses and phone numbers. In Los Angeles County, the union has never had home addresses and phone numbers for those employees who declined to provide that information. Therefore, it was reasonable for those employees to expect that the County would keep their personal information private.

274, 281 ("Disclosure of the home addresses of state employees 'would reveal little or nothing about the employing agencies or their activities'"); *Pennsylvania State Educ. Ass'n ex rel. Wilson v. Com., Dept. of Community and Economic Development* (Pa. Cmwlth 2009) 981 A.2d 383, 386 ("the disclosure of personal information, such as home addresses, reveals little, if anything, about the workings of government").

[84] *POST*, *supra*, 42 Cal.4th at p. 296.

[85] *Id.* at p. 300.

Requiring the County to give the SEIU their home addresses and phone numbers would be a serious invasion of the nonmembers' privacy

The Court requires a potential invasion to be sufficiently serious "to constitute an egregious breach of the social norms underlying the privacy right."[86] That is because "anyone who is not a hermit must expect and endure the ordinary incidents of the community life of which he is a part."[87] Here, one of the social norms underlying the privacy right is that people expect to be left alone in their homes. Even people who are not hermits would expect not to be bothered at home about matters related to their employment. The Courts of Appeal have ruled that disclosure of home addresses and phone numbers is a serious invasion of privacy.[88]

Although this Court stated in *Pioneer Electronics* that customers who had complained about product defects did not suffer a serious invasion of privacy when their home addresses were disclosed in a product defect class action, the circumstances are not comparable. As the Court explained in that case, there was a reduced expectation of privacy. Those whose addresses were to be disclosed had voluntarily disclosed them to the manufacturer of the product in question in the hope of obtaining some sort of relief. The trial court had ordered the

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[86] *Hill*, *supra*, 7 Cal.4th at p. 37.

[87] *Ibid.*

[88] *Planned Parenthood*, *supra*, 83 Cal.App.4th at p. 360 ("*disclosure carries with it serious risks* which include, but are not limited to: the nationwide dissemination of the individual's private information, the offensive and obtrusive invasion of the individual's neighborhood for the purpose of coercing the individual to stop constitutionally protected associational activities and the infliction of threats, force and violence"); *Life Technologies*, *supra* (disagreeing that disclosure of addresses and phone numbers of former employees was not a "serious invasion of privacy interests").

manufacturer to mail a notice before any disclosure, and provided the customers a right to object to disclosure. Under those circumstances, it seemed "unlikely" to the Court

> that these customers, having already voluntarily disclosed their identifying information to that company in the hope of obtaining some form of relief, would have a reasonable expectation that such information would be kept private and withheld from a class action plaintiff who possibly seeks similar relief for other Pioneer customers, unless the customer expressly consented to such disclosure. If anything, these complainants might reasonably expect, and even hope, that their names and addresses would be given to any such class action plaintiff.[89]

Further, the trial court order that this Court endorsed had provided some protection for the complaining customers by offering them an opportunity to opt out before the information was turned over to the plaintiffs' attorneys.

By contrast, here, the nonmembers did not voluntarily disclose their information to the County in order to get some sort of relief that the union might assist them in securing.[90] The County compelled them to disclose the information.[91] There is no reason to believe they would reasonably expect the County to give the information to the union. ERCOM's decision did not provide for any notice before the County would be required to give the SEIU the home addresses and phone numbers, or an opportunity to opt out.

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[89] *Pioneer Electronics*, *supra*, 40 Cal.4th at p. 372.

[90] See *Life Technologies*, *supra* ("Nor are these employees/former employees potential class members who previously self-identified").

[91] *Puerto v. Superior Court* (2008) 158 Cal.App.4th 1242, 1252 ("It is most probable that the employees gave their addresses and telephone numbers to their employer with the expectation that they would not be divulged externally except as required to governmental agencies or to benefits providers").

The other decisions that the SEIU relies on are similarly distinguishable:

Puerto was a wage and hour case, in which the employer identified a number of employees as potential witnesses in interrogatory responses, but refused to tell the plaintiffs how to find them. The Court of Appeal found that not disclosing the addresses would be a misuse of the discovery process:

> This is basic civil discovery. These individuals have been identified by Wild Oats as witnesses. Nothing could be more ordinary in discovery than finding out the location of identified witnesses so that they may be contacted and additional investigation performed.[92]

The Court of Appeal also analogized to the circumstances of the complaining customers in *Pioneer Electronics*.

> Just as dissatisfied Pioneer customers could be expected to want their information revealed to a class action plaintiff who might obtain relief for the defective DVD players ... , if any of the current and former Wild Oats employees are similarly situated to the plaintiffs, they may reasonably be supposed to want their information disclosed to counsel whose communications in the course of investigating the claims asserted in this lawsuit may alert them to similar claims they may be able to assert.[93]

Here, the County has not identified the nonmembers as witnesses in civil litigation, and the nonmembers have declined to give their home addresses and phone numbers to the union when given the chance to do so. It is not reasonable to suppose that the nonmembers want the union to have that information.

In like vein, *Crab Addison* was a wage and hour case in which the employer sought to prevent the plaintiffs from obtaining contact

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[92] *Puerto*, *supra*, 158 Cal.App.4th at p. 1254.

[93] *Id.* at p. 1253.

information for class members. The Court of Appeal again found that the employees in question would not want their contact information withheld "from plaintiffs seeking relief for violations of employment laws in the workplace they shared."[94]

Lee was also a putative class action alleging wage and hour violations in the classification of independent contractors. The Court of Appeal ruled that the trial court had abused its discretion by denying the plaintiffs' motion for disclosure of names and addresses through the use of an opt-out procedure like the one endorsed in *Pioneer Electronics*. It relied on the assumption stated in *Puerto* that those whose contact information was sought "may reasonably be supposed to want their information disclosed to counsel."[95]

In this case, the reasonable assumption is that the nonmembers would not expect the County to give their contact information to the union (because it had never done so before), and would not want the union to have that information (because they had repeatedly declined to provide that information when invited to do so). Therefore, it would be a serious invasion of their privacy to require the County to turn that information over without notice.

Because the County provided the SEIU with all the information it has asked for about the subjects of bargaining and with means for communicating with non-members, the non-members' privacy interests in their home addresses and phone numbers outweigh the union's interest

Once the privacy proponent has identified a serious invasion of a protected area as to which there is a reasonable expectation of privacy,

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[94] *Crab Addison, Inc. v. Superior Court* (2009) 169 Cal.App. 4th 958, 973.

[95] *Lee v. Dynamex, Inc.* (2008) 166 Cal.App.4th 1325, 1337.

the Court should weigh the competing interests.[96] Here, those are the nonmembers' interest in being left alone at home, and the SEIU's interest in acting as a collective bargaining representative.

In this Court's recent informational privacy cases, the Court had to pick one interest over the other. In *Pioneer Electronics*, counsel for the putative class could not contact the potential class members without their home addresses. In *International Federation*, the newspapers could not explore the public compensation issues they were interested in without the employees' names and salaries. In *POST*, the newspaper could not pursue its interest in trends in the movement of police officers from one department to another without the officers' names and employment information.

Here, by contrast, there is no direct conflict between the SEIU's interest and that of the nonmembers. The County provided all the information that the SEIU requested concerning terms and conditions of employment. Through union memberships and responses to *Hudson* notices, the SEIU already has home addresses for 46,000 of the 53,000 employees whom it represents. The SEIU has alternate means for communicating with the nonmembers who declined to provide home addresses and phone numbers, at work and through mailings coordinated by ERCOM. The SEIU can pursue its interest without invading the right of the nonmembers to be left alone.

To the extent that the Court may wish to balance the interests, that of the nonmembers is much stronger than that of the SEIU. The right to be left alone at home has a long history under federal and state law.[97] It

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[96] *International Federation*, *supra*, 42 Cal.4th at pp. 338-339.

[97] *McDonald v. City of Chicago* (2010) 130 S.Ct. 3020, 3105 ("our law has long recognized that the home provides a kind of special sanctuary in modern life").

is enshrined in the California Constitution, expressed in state statutes, and recognized in judicial decisions.

By contrast, the union's claimed right to nonmembers' home addresses and phone numbers is not expressed in the California Constitution, any state statute, or any judicial decision. It rests on an interpretation by PERB, an administrative body that does not have jurisdiction over the relationship between the County and its employees. Further, as the Superior Court noted, the SEIU has "never explained how providing home addresses corresponding with employee names would aid with salary and compensation issues."[98] It may be that the SEIU really wants the information, because, as one of its negotiators admitted in testimony cited by the Superior Court, "[i]f we had the chance to talk to [the non-members], we could have them as members."[99]

In the recent informational privacy cases where this Court came down on the side of disclosure over privacy, there was a well established right on the side of disclosure. In *International Federation* and *POST*, it was the public's right to know, which is expressed in the California Constitution and in the California Public Records Act. In *Pioneer Electronics*, it was a litigant's interest in the identity and location of persons having discoverable knowledge (which is expressly provided for in Code of Civil Procedure section 2017.010), and the judicial system's interest in making sure that litigants are treated evenhandedly.[100]

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[98] AA 182.

[99] AA 182.

[100] *Pioneer Electronics*, *supra*, 40 Cal.4th at p. 374 ("Pioneer would possess a significant advantage if it could retain for its own exclusive use and benefit the contact information of those customers who complained regarding its product").

The union does not point to any such well established right in this case. Further, the information that the County has already put at the SEIU's disposal enables it to communicate with nonmembers and fulfill its responsibilities as a collective bargaining representative. The union did not provide any evidence that the existing practices have limited its ability to fulfill those responsibilities.

CONCLUSION

The County's refusal to invade its employees' privacy by giving their home addresses and phone numbers to the SEIU was not an unfair employee relations practice. Therefore, this Court should reverse the Court of Appeal's judgment, and direct it to remand to the trial court with instructions to grant the County's petition.

The County agrees with the SEIU that the Court of Appeal overstepped by directing ERCOM to administer an opt-out procedure that is not referenced in the statutes that it administers. However, Code of Civil Procedure section 1094.5 allows the court to order reconsideration in light of its opinion. This Court should direct the Court of Appeal to have the Superior Court issue such an order when it grants the County's petition upon remand.

September 15, 2011

Calvin House
Gutierrez, Preciado & House, LLP

CERTIFICATE OF WORD COUNT

This certifies that this brief contains 9,327 words, as computed by the word count function of Microsoft Word 2010, which was used to prepare the brief.

September 15, 2011

Calvin House
Gutierrez, Preciado & House, LLP

ATTACHMENT 1: *Hudson* Notice Packet

[1 AR 230-236]

II

RX 5 — 3/8/07

LOCAL 660 SEIU

LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
(Non-Profit Corporation)

April 1, 2006

NOTICE TO NON-MEMBERS REGARDING AGENCY FEES

Dear Represented Employee:

SEIU, Local 660 and your Employer negotiated a collective bargaining agreement that requires employees in your bargaining unit who have not joined the Union to pay a Fair Share or Agency Fee. This fee is legal and enforceable under state law and is binding pursuant to the terms of the collective bargaining agreement.

We strongly urge you to join our Union as a Member. Dues paying members have the right to participate fully in the internal activities of the Union (such as voting to accept or reject the collective bargaining agreement covering wages, benefits and working conditions), development of contract proposals and the election of Union officers. Union members are entitled, if qualified, to receive the privileges of the union sponsored credit card program, legal services, travel and recreation, and insurance benefits. And finally, the more members in the Union, the greater our bargaining strength in negotiating collective bargaining agreements that provide you with better wages, fringe benefits and working conditions. A membership application is included in this packet.

If you do not wish to join the Union or you fail to respond to this notice, you are required to pay a Fair Share Fee equal to the regular dues and general assessment amounts paid by Members. However, Fair Share payers are not members of the Union and, therefore, are not eligible to participate in Membership privileges of the Union. Fair Share payers do pay a Fair Share Fee equal to the regular Member dues (1.5% of base salary per month), and any general assessments that may be levied.

If you object to paying the Fair Share Fee as described above, you must return the Nonmember's Fee designation Form enclosed herewith to the Union office within 30 days of the date of this notice. An objector is required to pay an Agency Fee that has been determined by the Union to be 62.9% of the regular dues and general assessments amount paid by the Members. Therefore, the current Agency Fee rate for full-time, permanent employees is .94% (1.5% x .629) of base salary per month.

AR 0230

AgencyShop2006

The Agency Fee calculation is based on the Union's expenditures related to collective bargaining, grievances, arbitrations, contract administration, representation, and other relevant matters affecting the terms and conditions of your employment. The criteria for determining chargeable expenses have been approved by the courts and are listed in the enclosed report. Upon receipt of an appropriately executed Nonmember's Fee Designation Form, we will instruct your Employer to deduct the Agency Fee amount from your paycheck. You have the right to challenge the Agency Fee criteria and expenditures that can be charged to you. If you wish to file a Challenge you must complete and return the "Objectors Challenge to the Agency Fee Amount" form enclosed herewith to the Union no later than 30 days from the date of this notice.

We again urge you to become a full Member and to fill out the enclosed membership application card today. If you have any questions, please call this office and ask for the Business and Benefits Department.

Very truly yours,

Alejandro Stephens
President

Enclosures:

- Verified Auditor's Report on Calculation of Chargeable and Non-chargeable Expenses to Agency Fee Payers for FY ending June 30, 2004.
- Audited Service Employees International Union, US Division, Alternative Schedule of Chargeable and Non-chargeable Expenses FY ending December 31, 2003 (latest available).
- Membership Application Form
- Notice of Agency Shop Fee Designation
- Nonmember's Fee Designation Form
- Statement of Religious Objections Form
- Notice to Nonmembers Regarding Challenges
- Objector's Challenge to the Agency Fee Amount Form

NOTICE OF AGENCY SHOP FEE DESIGNATION

As part of the collective bargaining contract between your Employer and Local 660, it was agreed that the Union could request an election to permit all employees covered by the Bargaining Unit vote on whether to establish agency shop. A secret ballot election was conducted and unit members elected to institute agency shop.

Agency shop requires each employee represented by Local 660 in your Bargaining Unit to choose one of the following options:

1. Join the Union (dues =1.5% of monthly salary) or pay a Fair Share (equal to dues).

OR

2. Pay an Agency Fee to the Union equal to 62.9% of dues (.94% of monthly salary).

OR

3. Execute a written declaration claiming a religious exemption from this requirement and contribute to a qualified non-religious, non-union charity an amount equal to the Agency Fee. (.94% of monthly salary).

All three options will be financed through a payroll deduction.

Within 30 calendar days of receiving this notice each employee who is not already a Local 660 member must complete and return the enclosed form to:

SEIU LOCAL 660, AFL-CIO
500 South Virgil Ave.
Los Angeles, CA 90020

Any employee who does not return this form will automatically begin paying a Fair Share Fee equal to 1.5% of monthly salary. If you are already a Local 660 member, you do not need to return this form.

If you have questions, contact the Union at (213) 368-8660.

NOTICE TO NON-MEMBERS REGARDING CHALLENGES

If you wish to file a challenge, you must so indicate on the enclosed "Objector's Challenge to the Agency Fee Amount" form enclosed herein. This form must be mailed to the Union within 30 days of the date on the cover letter to this Notice. Please indicate what you believe to be the appropriate amount of the Agency Fee. Amounts that are reasonably in dispute will be placed in an interest bearing escrow account until an impartial arbitrator decides the issue.

A challenge means you disagree with the amount of the Agency Fee as calculated by the Union and independently audited. The Union has established a third party procedure with the American Arbitration Association whereby an impartial arbitrator, following a hearing, will determine any challenges as to the criteria, expenditures and conclusion as to the Agency Fee amount.

The arbitrator will be selected by the American Arbitration Association. All challenges will be consolidated for a single hearing and there shall be only one agency fee arbitration hearing each year. If you file a challenge as provided herein, you will receive further Notice from the American Arbitration Association as to the date, time, and place of the hearing. The arbitrator's fees and expenses will be paid by the Union. An employee filing a challenge shall bear his or her own costs and legal expenses.

The arbitrator shall have authority to determine the appropriate amount of the Union's determination of the Agency Fee and order any adjustments therein and refunds to the challenging employees or the Union from the interest bearing escrow account.

The Union will provide a verbatim transcription of the hearing and pay for a copy of the transcript for the arbitrator, as well as a copy for the Union. If the challenging employee(s) desire to obtain copies of the transcript of the hearing, they shall have the right to do so, but at their own expense. An employee filing a challenge will have the right to inspect any of the financial records at the offices of the Union that formed the basis for the Union's calculations.

The non-member(s) who file a challenge to the amount of the Agency Fee will receive a copy of the Rules of the American Arbitration Association, when you receive notice of the date and location of the arbitration hearing.

NON-MEMBER'S FEE DESIGNATION

(Please Print or Type)

Name_____

Home Address_____

City, State, Zip_____

Social Security#_____ Employee #_____

Home Phone_____ Work Phone _____

Work Address _____

I authorize my Employer or his agents to deduct monthly from salary earned by me in one of the following (check one):

( ) Regular union dues amount – currently one and one tenth percent (1.2%) on monthly salary. (If you wish to join SEIU Local 660, please complete the enclosed Membership Application Form).

( ) Agency Fee (.89% of monthly salary).

( ) Contribution to non-religious, non-labor charity (.89% of monthly salary). MUST BE ACCOMPANIED BY THE COMPLETED STATEMENT OF RELIGIOUS OBJECTIONS FORM.

If any portion of this deduction authorization includes insurance premiums and/or employee organization dues, I authorize the Employer to adjust from time-to-time the amount of this deduction as may be required to comply with adjustment in Employer subsidy amounts or in premiums under existing contracts with said insurance plans, or to comply with dues schedules determined by said employee organization's governing body in accordance with such organization's constitution, charter, bylaws or other applicable legal requirements.

I expressly understand and agree that my Employer, or his agents acting under this authorization shall not be liable in any manner for failure or delay in making the deduction or payments here authorized.

_____ _____

Employee Signature Date

OBJECTORS CHALLENGE TO THE AGENCY FEE AMOUNT

(Please print or type)

Name_____

Home Address_____

City, State, Zip_____

Social Security#_____ Employee #_____

Home phone_____ Work phone_____

Work address_____

_____

( ) Challenge to Agency Fee. I challenge the amount of the Agency Fee because of the criteria or calculations used to determine the fee as follows:

_____

_____

_____.

I believe the appropriate amount of the Agency Fee to be: _____.

Further, I understand that I will receive Notice of the Arbitration on Challenge to the Agency Fee amount and the opportunity to participate therein.

I understand that any amount reasonably in dispute based on my challenge will be held in escrow until after an arbitrator decides this issue.

_____ _____

Employee Signature Date

Help Working Families Gain a Stronger Voice

Contribute to SEIU Local 660's Committee on Political Education

I am volunteering to contribute to the SEIU Committee on Political Education (COPE) to help elected officials stand up for working people.

I authorize my union, SEIU Local 660, to file this payroll deduction with my employer and for my employer to forward that amount specified to SEIU Local 660 COPE.

I understand that: 1) I am not required to sign this form or make COPE contributions as a condition of my employment by my employer or membership in the union; 2) I may refuse to contribute without any reprisal; 3) Only union members and executive/administrative staff who are U.S. Citizens or lawful permanent residents are eligible to contribute to SEIU Local 660 COPE; 4) The amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the union or my employer; 5) SEIU Local 660 COPE uses the money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections.

Contributions to SEIU Local 660 COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

Please sign the reverse side of this form to indicate that you have read and agree with these terms.

ID:dho opeiu 537, afl-cio 12/04

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 38740 LOS ANGELES CA
POSTAGE WILL BE PAID BY ADDRESSEE

SEIU LOCAL 660 AFL-CIO
500 S VIRGIL AVE
PO BOX 76808
LOS ANGELES CA 90076-9823

AR 0236

SEIU

Join SEIU Local 660

Who We Are

SEIU Local 660 represents over 53,000 Los Angeles County, Orange County, and Special District employees. Local 660 members maintain beaches, care for the sick, protect the quality of drinking water, keep records in the courts, administer benefits for the poor and homeless, maintain libraries, help run jails, work with parolees and perform many other tasks that keep our government running and serving its citizens. Our members are dedicated to providing quality public services and to improving the lives of all of the residents in our community.

The Benefits of Membership

When you join SEIU Local 660 you will be joining with thousands of your coworkers who comprise a strong force for protecting and improving our jobs, our working conditions and the lives of our families. You'll be joining an organization with a firm commitment to fight for the rights of working people and to improve the community in which we live.

As an SEIU Local 660 member, you have a voice and a vote in the running of your union. You are also eligible for a variety of benefits and discounts available only to members.

To join SEIU Local 660, please complete the Membership Application. To voluntarily contribute (optional) to the SEIU Local 660 Committee on Political Education, please complete the COPE Contribution Form. Fold in thirds so that the Business Reply Address is completely visible. Secure with tape (please do not use staples) and mail (no postage necessary). Please be sure to type or print in black ink if available.

PROOF OF SERVICE BY MAIL

In re: ANSWER BRIEF; Case No. S191944
Caption: County of Los Angeles v. L.A. County Employee Relations Commission
Filed: Supreme Court of California

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am a citizen of the United States and a resident of the City of Pasadena, County of Los Angeles; I am over the age of eighteen years and not a party to the within action; my business address is 3020 E. Colorado Blvd., Pasadena, California 91107. On this date, I served the persons interested in this action by placing one copy of the above-entitled document in a sealed envelope and prepared for Federal Express, overnight mail, addressed as follows:

David A. Rosenfeld, Bar No. 058163
Alan G. Crowley, Bar No. 203438
Weinberg, Roger & Rosenfeld
1001 Marina Village Parkway, Suite 200
Alameda, CA 94501

CLERK
Los Angeles Superior Court
For: Hon. James Chalfant, Dept. 85
111 North Hill St.
Los Angeles, CA 90012

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 15, 2011, at Pasadena, California

Margaret Bennici