CALIFORNIA
LABOR & EMPLOYMENT LAW
UPDATE

February/March 2004

United States Supreme Court

NLRB

The ADEA Does Not Prohibit "Reverse Discrimination" Where The Old Are Favored Over The Young. General Dynamics provided health care benefits only to retirees who were over 50 years old or had 30 years of service. Approximately 200 employees, 40-to-49-years old, brought a reverse-discrimination action. The 6th U.S. Circuit Court of Appeals held General Dynamics discriminated on account of age. The U.S. Supreme Court rejected the reverse age discrimination analysis, holding that General Dynamics did not violate the ADEA by limiting retiree health benefits to employees aged 50 and above. The Court held that the ADEA does not prohibit an employer from favoring an older employee over a younger one. *General Dynamics Land Sys., Inc. v. Cline*, 2004 U.S. LEXIS 1623 (Feb. 24, 2004).

Supreme Court Refuses To Hear Circuit City's Arbitration Cases. The U.S. Supreme Court has decided to let stand two 9th Circuit rulings in which the Court found Circuit City's arbitration agreements were unenforceable because they were procedurally and substantively unconscionable. Circuit City wanted to compel arbitration of one former employee's sex and disability discrimination and retaliation claims and another employee's age discrimination, contract and tort claims. *Circuit City Stores, Inc. v. Ingle*, 2004 U.S. LEXIS 839 (Jan. 26, 2004); *Circuit City Stores, Inc. v. Mantor*, 2004 U.S. LEXIS 840 (Jan. 26, 2004).

The Supreme Court Refuses To Hear Solicitation And Distribution Case. Stanford Hospital sought review of an appellate decision finding that the hospital could bar solicitation and distribution in "patient rooms, operating rooms, and places where patients receive treatment," but could not bar them in hallways and lounges outside patient units (sitting areas where patients and their families wait for, receive, and reflect on medical advice and counseling). The Supreme Court declined to review the decision. *Stanford Hosp. & Clinics v. NLRB*, 2004 U.S. LEXIS 47 (Jan. 12, 2004).

Federal Law and Individual Rights

FLSA

Electric Utility Employees Residing On Employer's Remote Premises Not Entitled To Overtime Pay For Full 24-Hour Period They Are On-Call. Employees of an electric utility who reside on their employer's remote premises alleged they were wrongfully denied overtime pay for time spent on-call. They worked four-day weeks, usually three "maintenance" shifts and one 24-hour "duty" shift weekly. During the 24-hour duty shift, the worker had responsibilities from 6:30 a.m. to 12:00 p.m., had to remain on site, and had to be available for emergency phone or radio contact ("call-outs").

The employees were scheduled for six hours of work, paid for 10 hours, and received double-time pay for any call-out that lasted over 15 minutes. The workers were also given free housing, utilities, satellite television, and a bus driver to transport their children to school. The Appellate Court held some of the on-call time should have been paid as overtime. The law is clear that employees who are "engaged to wait" should be compensated, while employees "waiting to be engaged" should not be compensated.

The main factors that determine if on-call waiting time is compensable are: (1) the degree to which an employee is free to engage in personal activities; and (2) the agreements between the parties. The court concluded the first factor weighed narrowly in the employees' favor because they had to be "tethered" to their homes during their on-duty shifts although they were free to engage in personal activities while waiting.

As for the second factor, the court found it was "eminently reasonable" that the parties agreed to treat the otherwise formally uncompensated duty shift on-call time as the equivalent to four hours of actual work time. The court held that they were entitled to double-time for working more than 40 hours a week, but not entitled to overtime for the full 24-hour shift. *Brigham v. Eugene Water & Electric Board*, 2004 U.S. App. LEXIS 1562 (9th Cir. Feb. 3, 2004).

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RICO Claim (Mail Fraud) Fails. An employee alleged the company's misrepresentations to him (that he was salaried and not entitled to overtime) amounted to a fraudulent scheme, which the company furthered through the use of the mail (paycheck-related mailings). He filed a 22-count complaint in state court against his employer, which included two counts for RICO violations (mail fraud). The company removed the case to federal court because of the RICO actions. Finding no basis for the federal RICO claims, the federal court remanded the case to state court. The federal court declined to "expand RICO's reach to transform the federal courts into a general venue for ordinary state wage disputes." *Miller v. Yokohama Tire Corp*., 2004 U.S. App. LEXIS 309 (9th Cir. Jan. 12, 2004).

NLRB

Stand-Alone Grocery Store May Prohibit Handbilling By Union Organizers In Its Parking Lot. WinCo owned and operated a stand-alone grocery store with an adjacent parking lot. Other than allowing Girl Scouts to sell cookies soon after it opened, the store had prohibited solicitors. In April 1999, union organizers distributed handbills to customers in the store's parking lot urging them not to patronize the store. The handbillers had finished and left by the time the police, called by the store manager, arrived. The NLRB ruled that the store could not prohibit non-employee union representatives from engaging in customer handbilling. Winco appealed. The Appellate Court disagreed finding the union organizers had no right under California law to engage in handbilling on the privately-owned parking lot. As in the Supreme Court case, *Lechmere, Inc. v. NLRB*, the union organizers were trespassers on private property and, as such, the company did not violate the NLRA by excluding them from its property. Note: This case is the D.C. Circuit Court of Appeals construing California law, not a California court decision. *Waremart Foods v. NLRB*, 2004 U.S. App. LEXIS 642 (D.C. Cir. Jan. 16, 2004).

Title VII - Gender Discrimination

Employee Discharged Four Months After Making Gender Inequality Complaints May Pursue A Wrongful Discharge Claim. The 9th U.S. Circuit Court of Appeals reinstated an employee's retaliation claim, finding the employee had presented sufficient evidence to warrant a trial. In September 1998, the employee complained to her manager about gender discrimination. She complained a second time in January 1999, following up her second oral complaint with a written memorandum. She was fired four months later in May 1999 for attendance problems. The employee claimed she was wrongfully terminated because she had complained about discrimination. Although her manager stated he noticed her attendance problems in June 1998, he did not discuss them with her until December 1998 — after she made her discrimination complaints. Her manager did not consult with HR until March 1999. According to the court, "[a] reasonable fact-finder could conclude based on the evidence that [the manager], frustrated or threatened by [the employee's] gender discrimination complaints, discovered concerns about over-concentration and office presence and created unnecessary attendance requirements to manufacture a pretextual justification for her termination." *Reszetylo v. Morgan Stanley Dean Witter & Co*., 2003 U.S. App. LEXIS 25643 (9th Cir. Dec. 17, 2003). This case highlights the importance of documenting performance issues and dealing with them in a timely fashion.

Title VII - Religious Discrimination

No Religious Bias Where Employee Fired For Displaying Anti-Gay Bible Passages In Response To Diversity Campaign Poster About Tolerance Toward Homosexuals. A 21-year employee of Hewlett-Packard (H.P.) with satisfactory job performance was terminated after he displayed biblical passages in his workspace. The employee posted the passages in response to the company displaying posters as part of its diversity campaign. The employee, a self-described "devout Christian," was offended by the poster that read "gay" which was hung near his cubicle. The employee's direct supervisor removed the passages from the employee's cubicle. After several meetings with management, the employee was given time off with pay. H.P. did not remove the diversity posters, and when the employee returned, he again posted the passages. The employee was terminated for insubordination. The employee filed a complaint alleging religious discrimination.

On appeal, the court held that the employee's disparate treatment count was properly dismissed. He was terminated because he violated the harassment policy by attempting to generate a hostile and intolerant work environment and was insubordinate. He was not fired because of his religious beliefs. The court also found his "failure-to-accommodate" theory was properly dismissed.

The first accommodation (leaving up the poster and its biblical passages) would have permitted an employee to post messages intended to demean and harass co-workers. The second accommodation (removing the poster and passages) would have forced the company to exclude homosexuality in its diversity campaign. The court concluded either option would have inflicted undue hardship on H.P., thus, no reasonable accommodation was possible. *Peterson v. Hewlett-Packard Co*., 2004 U.S. App. LEXIS 72 (9th Cir. Jan. 6, 2004).

Wrongful Termination

Placing Critical Letter In Employee's Personnel File Constitutes a Publication Sufficient to Trigger Liberty Interest Under 14th Amendment Where State Law Mandates Release of Letter Upon Request. The county received complaints that the company selected for road repairs was overcharging. Plaintiff, a friend of the owner of the repair company, had selected it to complete the repairs. A formal investigation was launched, and plaintiff was placed on administrative leave and terminated. His termination letter stated he was fired for mishandling the claims and poor managerial judgment. A copy of the letter was placed in plaintiff's personnel file, and released to a newspaper after it made a public records request.

Plaintiff filed a complaint alleging wrongful discharge and deprivation of property and liberty interests (plaintiff's reputation). The Appellate Court stated it is well-settled a terminated employee has a constitutionally based liberty interest in clearing his name when stigmatizing information about the reasons for a termination is publicly disclosed. The county's failure to provide a "name-clearing" hearing violated plaintiff's 14th Amendment due process rights. It was critical to the court's decision that under Washington state law, once the stigmatizing letter was placed in the file it became public record mandating disclosure upon request. *Cox v. Roskelly*, 2004 U.S. App. LEXIS 3015 (9th Cir. Feb. 20, 2004).

WARN Act

Two Companies Were Considered A Single Employer For Purposes Of The 100-Employee Requirement Of The WARN Act. Darby Lumber, Inc. (DLI) operated a lumber mill, manufacturing, marketing and selling finished lumber. Bob Russell Construction (BRC) operated a construction company building log roads, hauling timber and managing the log yard for DLI which had acquired 100% of BRC shares in 1996.

Between September 1997 and September 1998, DLI employed 88 workers and BRC employed 18 workers. On September 24, 1998, the mill's general manager placed a notice in paychecks stating there would be major layoffs. The next day the mill closed and the mill workers were laid off. Other DLI employees were laid off over the next several weeks and BRC employees were laid off over the next several months. DLI employees filed suit alleging that DLI violated the WARN Act by failing to give them a 60-day notice of their layoffs, and the two companies were a single employer under the Act.

Both DLI and BRC argued the Act did not apply to them because it only applies to employers of 100 or more full-time employees. They further argued that, even if the Act did apply, either the "faltering company," "unforeseeable business circumstances," and/or "good faith" exceptions applied barring any recovery.

The court held that the two companies were a single employer, the Act applied, none of the exceptions were applicable, and they violated the Act by failing to provide a 60-day notice. The Appellate Court agreed.

Among other things, BRC was a wholly owned subsidiary of DLI and they shared common directors and officers. The good-faith exception did not apply because as DLI presented no evidence that the company honestly tried to follow the Act or believed they were in compliance. Nor were there sufficient unforeseeable business circumstances, as the mill closing was not sudden or unexpected but due to a variety of factors that accumulated over time. The "faltering company exception" was inapplicable because the company provided no evidence of a reasonable and good faith belief that giving the employees notice during negotiations with the bank for a line of credit would have precluded them from obtaining the loan. *Childress v. Darby Lumber, Inc.*, 2004 U.S. App. LEXIS 1845 (9th Cir. Feb. 6, 2004).

State Law and Individual Rights

Wrongful Termination

Temporary Agency And Client Are Dual Employers For Purposes of Employee's Sexual Harassment Claim Under FEHA. Norrell, a temporary employment agency, placed plaintiff with Gulfstream. Plaintiff's former boyfriend, Richard Fluck, also was employed at Gulfstream. For close to six months, Fluck taunted and harassed plaintiff and made it difficult for her to turn in assignments. Plaintiff delayed in reporting the harassment to Norrell. Norrell learned from Gulfstream that the harassment had been addressed following which, the plaintiff no longer complained about any problems. Shortly thereafter, plaintiff was released from her assignment.

Norrell contacted Gulfstream to express plaintiff's concerns that she was fired in retaliation for complaining about Fluck. Norrell was told plaintiff was released for economic reasons. Plaintiff brought an action against Gulfstream, Fluck and Norrell. Before trial, plaintiff settled with Gulfstream and Fluck. On appeal from the entry of summary judgment in favor of Norrell, the court determined that Gulfstream and Norrell were dual employers of plaintiff for purposes of liability for sexual harassment and retaliation.

The court concluded the purposes of FEHA are promoted if both Norrell and Gulfstream are treated as the employer. Thus, the claim would be analyzed as one of harassment by a coworker, not harassment by a third party. Reaching the merits of the claim, the court found that although Norrell had acted properly with respect to plaintiff's initial complaint of sexual harassment, there were triable issues of fact as to whether plaintiff was terminated in retaliation for making a sexual harassment complaint. *Mathieu v. Norrell Corp.*, 2004 Cal. App. LEXIS 194 (Feb. 19, 2004).

Preemptive Wrongful Termination Case Was Properly Brought Where Employee Was Not Denied Leave, But Was Terminated At The Prospect Of Taking Leave To Care For Wife After Brain Surgery. A manager with mixed performance reviews received a raise in May 2000 and an offer to transfer to San Diego. Soon after, the employee's wife learned she had a brain aneurysm and needed surgery. The employee reported for his new assignment in San Diego in June 2000. With his supervisor's permission, he returned to Portland 10 days later for his wife's surgery. He was told to take as much time as he needed. On July 18, 2000, he was terminated.

The employee claimed he was fired because his employer did not want to provide him with the time he needed to care for his wife. The trial court dismissed the employee's complaint. The Appellate Court reversed and reinstated the claim for trial, stating this is not the classic discrimination or retaliatory discharge case where one is deprived of leave. Rather, it is a preemptive termination case because it was the prospect of providing the leave that motivated an employer to fire an employee. In such a case, the employee need only show his need for leave was a reason he was fired, it need not be the only rea-

son. *Kale v. Cover-All, Inc*., 2003 Cal. App. Unpub. LEXIS 11712 (Dec. 16, 2003).

Wrongful Termination Claim Fails Because Ample Evidence Existed That Lawyer Was Fired for Incompetence And Rudeness. A lawyer who worked for the California Association of Realtors (CAR), helped staff a "legal hotline" that realtors could call. From 1989 through 1996 his reviews were positive, and he received bonuses and salary increases.

However, in 1996, CAR members began complaining about the lawyer's demeanor and competence. The lawyer did not receive any bonuses or raises after 1996. In 1998, the lawyer suffered a heart attack and took leave. When he returned, so did the complaints. The lawyer sued CAR claiming his termination was discriminatory (age and medical disability) and violated public policy.

The trial court dismissed his discrimination claims finding that CAR had a valid, nondiscriminatory business reason to terminate him. The court also dismissed the public policy claim since there was no evidence that the lawyer was terminated for "whistleblowing." The lawyer appealed. The Appellate Court agreed the lawyer's claims were without merit. The lawyer acknowledged, at one of his performance reviews, there were complaints against him. Additionally, a few isolated ageist comments from non-supervisory co-workers were not sufficient to show the company's reason for firing him was pretextual. Nor was there any direct or circumstantial evidence to support his medical-disability discrimination claim. The company made every effort to accommodate the lawyer's medical needs. The court concluded the only reasonable inference from the evidence was that the lawyer was fired because he failed to competently and courteously perform his job. *Burk v. CAL. Ass'n of Realtors*, 2003 Cal. App. Unpub. LEXIS 11632 (Dec. 12, 2003).

Retaliation

Expert Testimony As To Motive/Retaliation Held Unduly Prejudicial, Invasive of Province of Jury. A Lawrence Livermore Laboratories employee claimed she was retaliated against for assisting with a fellow employee's sexual harassment claim. At trial, an industrial psychologist testified on the plaintiff's behalf that certain conduct on the part of the employer (failure to interview employee about sexual harassment suit; evidence that employee was the instigator of the sexual harassment suit; statement by employer's counsel that employee was a hostile witness at her own deposition; lack of investigation into employee's retaliation complaints) was indicative of retaliation.

In reversing the judgment for the plaintiff, the Appellate Court held that such expert opinion testimony invaded the province of the jury to draw conclusions from the evidence and was unduly prejudicial in light of evidence of a non-retaliatory reason for termination. The court made clear that it was not fashioning a general rule precluding the use of human resources experts in employment cases, rather, its concern was with the expert testimony as to motivation, a determination the jury was capable of making itself. *Kotla v. Regents of the University of California*, 2004 Cal.App.LEXIS 109 (Jan. 28, 2004).

Discrimination

State Not Liable Under FEHA to African-American Firefighter For Alleged Discriminatory Enforcement By Local Fire Department of Regulations Governing Facial Hair. An African-American firefighter for the City of Berkeley sued the State of California after being terminated from his firefighter's position, based on a state law precluding anyone with visible facial hair from using a respirator.

Plaintiff suffers from a painful skin disorder making it necessary to refrain from shaving. The respirator preclusion disqualified him from his firefighter position, so the City terminated his employment after the State denied his request for a variance. Plaintiff argued that because his skin disorder is suffered only by African-American men, the State ordinance has a discriminatory racial impact on them without any business necessity. Further, plaintiff argued that the ordinance discriminates against him based on his physical condition, and the State failed to provide him with a reasonable accommodation for that disability.

In denying plaintiff relief, the court held that the State was neither an indirect employer nor an aider-and-abettor in any discriminatory practice, and thus could not be held liable for plaintiff's employment-based claims as the FEHA prohibits only discrimination by an employer. *Vernon v. State of California*, 04 C.D.O.S. 1670 (Feb. 27, 2004).

Arbitration

Arbitration Agreement Was Unenforceable Because Cost-Splitting Provision Violated Public Policy And Unfair And Oppressive Provisions Violated Basic Contract Law. After being fired, plaintiff filed a lawsuit alleging breach of contract and wrongful termination. In his complaint, plaintiff also alleged an arbitration agreement he signed prior to his employment was unenforceable. The court ordered arbitration and dismissed his complaint.

During the next two years, the parties argued over how to proceed with arbitration, primarily over the cost-sharing provisions. The employer eventually moved for summary judgment based on the employee's failure to exhaust his arbitration remedy. The court granted the motion, citing plaintiff's failure to establish he was unable to pay the arbitration fees.

The Appellate Court reinstated plaintiff's claim concluding that the cost-splitting provision was unenforceable on public policy grounds. The court explained, "an employee seeking to vindicate unwaivable [public] rights may not be compelled to pay forum costs that are unique to arbitration."

The court also found that, based on ordinary contract grounds, the arbitration provision was procedurally unconscionable because of its oppressiveness (it was presented on a take it or leave it basis) and substantively unconscionable because it lacked mutuality and basic fairness. The court found the agreement was wholly unenforceable as a matter of law, since "[t]he taint of illegality and unconscionability cannot be removed from this arbitration agreement by severing or restricting the objectionable terms." *Abramson v. Juniper Networks, Inc*., 2004 Cal. App. LEXIS 151 (Feb. 6, 2004).

Fraud, Negligent Misrepresentation

Employee Stated Actionable Fraud Claim Where Company Induced Him To Leave Long Term Employment And Relocate By Promising Permanent Employment, Then Fired Him After The Project Ended. Plaintiff, a 12-year employee with Raytheon in New Jersey, was approached by Fluor Enterprises to work on a "high priority" project in California. The plaintiff indicated he would only be interested in permanent not project-based employment.

Fluor assured plaintiff a suitable financial management position would be available following the project assignment. After plaintiff accepted the position and gave notice to Raytheon, Fluor presented him with a written employment agreement indicating his employment was "at will." Fluor refused to change the "at will" status, but again assured plaintiff the provision would not be enforced. Plaintiff signed the agreement and moved (with his family) to California.

Two years later, when the project was winding down, plaintiff was told his job was ending and no position could be found for him within Fluor, so he was terminated. Plaintiff sued for fraud and negligent misrepresentation. Fluor did not dispute that it had told plaintiff he would have long-term employment. Nevertheless, it claimed that it had made no "knowingly" false representations.

Fluor argued and the trial court agreed that the employee's claims were barred, based on the parol evidence rule (terms set forth in writing intended by the parties to be the final expression of their agreement cannot be contradicted by evidence of a contemporaneous oral agreement).

However, the Appellate Court reversed. The court highlighted that when the plaintiff was first presented with the three-page, single-spaced employment contract, he had already given notice to Raytheon based on Fluor's representations that permanent employment would be available. The court determined plaintiff deserved a trial on whether, by promising long-term employment, Fluor obtained a benefit it would not likely have obtained otherwise. Also, the plaintiff had detrimentally relied upon Fluor's promise when he resigned his prior long-term employment with Raytheon. *Blitz v. Fluor Enters., Inc.*, 2004 Cal. App. LEXIS 96 (Jan. 26, 2004).

Evidence

Union-Representative/Union-Member Evidentiary Privilege Does Not Exist. A former aircraft mechanic sued American Airlines and eleven of his supervisors for wrongful termination, harassment and discrimination under the FEHA. The employee identified R. DiMarco as having knowledge to support his claims. Besides being a co-worker, DiMarco was a union vice-president who represented the mechanics.

DiMarco investigated the grievance filed by the employee after being fired. He even provided some information at his deposition, but refused to name names, claiming a "union-representative/union-member privilege."

American filed a motion with the court to force him to answer the questions. The trial judge refused to grant American's motion to compel finding it was a valid privilege. The Appellate Court reversed, stating evidentiary privileges are statutory. This case presented "a backdrop of competing social policies:

- a union member's right to organize and collectively bargain,
- a union's obligations to its members,
- an employer's duty to ferret out discriminatory practices, and
- its right to defend itself in litigation and a search for truth in the adversarial process."

The court did not create a new union member privilege leaving it for the legislature to decide. *American Airlines Inc. v. Sup. Ct. of L.A.*, 2003 Cal. App. LEXIS 1923 (Dec. 29, 2003).

Workers' Compensation

Generalized Concern About Employer's Viability in Tenuous Market Cannot Support Workers' Compensation Claim For Psychiatric Injury From Job-Related Stress. An employee had worked for PG&E for 30 years. By 2000, his stress level at work increased due to company-wide downsizing. In 2001, PG&E filed for Chapter 11 bankruptcy. Plaintiff was concerned because his retirement in stock was losing value.

In October 2001, PG&E sent the employee for a psychiatric evaluation. The doctor concluded he was experiencing emotional difficulties but attributed only 35-40% of them to his work. The employee's own physician concluded his condition was "entirely industrial."

The workers' compensation judge concluded the employee was not entitled to benefits because work stress was not the predominant cause of his psychiatric injury. The Workers' Compensation Appeals Board disagreed, finding he was entitled to benefits. On appeal, the court found that the employee was not entitled to benefits because three of the four factors the Board had relied upon were improper. Benefits for a psychiatric injury must be supported by factors that are "events of employment."

The Board considered four factors as "events of employment" in awarding benefits: PG&E's downsizing; the employee's customer service assignment; stock losses; and, concern over the company's future and his retirement funds. Experiencing generalized anxiety over a company's struggle to survive during difficult economic times is too broad to support an award of benefits. The employee's stock loss also was not an event. The employee voluntarily invested in PG&E stock so his stress was no different from that experienced by the general investing public. The same was true for his concern over the future of the company because it was not peculiar to the employee's work experience but would be common to all PG&E employees. *PG&E v. WCAB*, 2004 Cal. App. LEXIS 22 (Jan. 9, 2004).

Workplace Violence

Providing Names of Potential Suspects Following A Supervisor's Receipt of a Threatening Letter Does Not Support Tort Claims Relating to Employee's Criminal Arrest and Charges. A Verizon supervisor received a threatening anonymous letter. Subsequently, the supervisor gave police some names,

including that of F. Garcia, with whom the supervisor had work-related problems. Verizon suspended Garcia during the pending investigation and obtained a temporary restraining order (TRO) on the supervisor's behalf. Although a police investigator and a handwriting expert both believed Garcia authored the threat, the prosecution dismissed a criminal complaint against him because of insufficient evidence. Garcia sued Verizon and the supervisor for various torts stemming from his arrest, prosecution and the TRO. The trial court dismissed the complaint. The appellate court agreed, finding that naming a possible suspect for an investigation does not support claims for malicious prosecution, intentional infliction of emotional distress or negligence. *Garcia v. Verizon Media Ventures, Inc*., 2003 Cal. App. Unpub. LEXIS 12013 (Dec. 22, 2003).

Other Individual Rights

The California Supreme Court Lets Stand Appellate Court Decision That School Districts Can Bar Teachers From Wearing Union Buttons During Instructional Activities. In October, 2003, the 5th Appellate District concluded that, under the Education Code, wearing union buttons was a political activity that may be restricted by the District during instructional activities. Thus, the Board can bar teachers from wearing union buttons during instructional activities. The California Supreme Court declined to review the decision. *Turlock Joint Elementary School Dist. v. Public Employment Relations Bd*., 2004 Cal. LEXIS 455 (Jan. 22, 2004).

Legislative Update

California Developments

Ballot Initiative To Repeal New Health Care Law. A ballot initiative to repeal the new law requiring employers to provide health insurance to their employees will appear on the November 2004 general election ballot, following an Appellate Court's decision that signatures on petitions were valid. Daily Lab. Rpt. No. 15, (Jan. 26, 2004), A-5.

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