

July 17, 2015

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ATTORNEY GENERAL
WASHINGTON

Dear Messrs. Ferguson and Satterberg,

Pursuant to RCW 42.17A.765(4), I write to report multiple violations of the Public Disclosure Act (hereinafter, “PDA”), RCW 42.17A, by Service Employees International Union Healthcare 775NW (hereinafter “SEIU 775” or “union”), and by David Rolf, Adam Glickman, and Sterling Harders in their respective capacities as President, Secretary-Treasurer, and Vice President of SEIU (hereinafter “the SEIU officers”).

The first violation. SEIU 775 is a political committee pursuant to RCW 42.17A.005(37). The union both expects to receive contributions and makes expenditures to support or oppose candidates or ballot propositions in elections. *See also Utter v. Bldg. Indus. Ass'n of Washington*, 182 Wn.2d 398, 427 (2015). Thus, SEIU 775 has failed to file with the Public Disclosure Commission (hereinafter “PDC”) a “statement of organization” required by RCW 42.17A.205(1). Additionally, SEIU 775 has failed to meet any of the reporting requirements for political committees set forth in RCW 42.17A.235.

The second violation. SEIU 775 violated RCW 42.17A.630(2) by failing to make legally required filings for the entire duration of its existence. These omissions include L3C forms that report the union’s in-kind contributions to its continuing political committee, SEIU 775 Quality Care Committee (hereinafter, “SEIU 775 PAC”).

The third violation. SEIU 775 and its officers sent a political advertising letter to Individual Providers (hereinafter “IPs”) who were nonmembers of the union, soliciting them to both join the union and donate to the union’s political action committee. *See* the attached letter, **Exhibit I**, which SEIU 775 sent to an individual who is an IP and *not* a member of SEIU 775. They failed to make several legally required reports of expenditures and contributions in relation to this mailing, thus committing multiple violations of the PDA.

A. Violations of RCW 42.17A.205, & RCW 42.17A.235.

SEIU 775 is purportedly a labor organization. However, by its own admissions, it is **also** a political committee as defined by Washington law. RCW 42.17A.005(37) sets forth the definition of political committee:

"Political committee" means any person (except a candidate or an individual dealing with his or her own funds or property) having the expectation of receiving contributions or making expenditures in support of, or opposition to, any candidate or any ballot proposition.

If an organization meets this definition of a political committee, it must file with the PDC a statement of organization. RCW 42.17A.205. Additionally, every political committee must file regular monthly reports with the PDC detailing each contribution it receives and each expenditure it makes, which SEIU 775 has not done. RCW 42.17A.235. In *Utter v. BIAW*, 182 Wn.2d at 427, the Washington Supreme Court adopted an additional "purpose" test that an organization must satisfy before it may be considered a "political committee" for PDC reporting purposes. The Court held that an organization is a political committee subject to the PDA's reporting requirements if "a primary purpose" of the organization is "electioneering[.]" *Utter*, 182 Wn.2d at 426. The evidence clearly demonstrates that a primary purpose of SEIU 775 is to do just that.

Before the U.S. Supreme Court's decision in *Harris v. Quinn*, 134 S.Ct. 2618 (2014), individual providers who were nonmembers of SEIU 775 were forced to pay a reduced union fee that contributed only to chargeable/representational services that the union performed. *Abood v. Detroit Bd. of Ed.*, 431 U.S. 209 (1977). To protect nonmember fee payers' rights, the unions must annually provide them, inter alia, an audited financial report detailing how the union calculated its agency fee. *Chicago Teachers Union V. Hudson*, 475 U.S. 292 (1986). Essentially, these reports, or *Hudson* reports, explain the percentage of union dues that are chargeable and must be paid by nonmembers in the form of agency fees. SEIU 775's 2012-2014 ***Hudson* reports explain that 40% of the union's activities are nonchargeable.** See **Exhibit A**, a true and accurate copy of SEIU 775's 2014 *Hudson* report, at 9. In an ongoing federal court case, SEIU 775's Secretary-Treasurer and Director of Public Affairs, Adam Glickman, corroborated this rate in sworn testimony. See **Exhibit B**, a true and accurate copy of Declaration of Adam Glickman, at ¶15. This means that 40 percent of the union's activities are devoted to election-influencing activities. 40 percent—or even significantly smaller percentages—certainly qualifies as "a primary purpose" within the meaning of RCW 42.17A.005(37) and *Utter*. 182 Wn.2d at 427. Additionally, much of the 60% allegedly spent on representational activities is also spent to influence elections, which means much more than 40% of the union's activities are election-oriented.

SEIU 775's political contributions further support the fact that a primary purpose of the union is to influence elections. For instance, over the past three years, SEIU 775 paid Moxie Media,

a political consulting company, over \$400,000 to accomplish the union's electoral goals.¹ Over that same time period, the union contributed approximately \$150,000 to the Truman Fund, a Political Action Committee that supports Democrat candidates for the Washington House of Representatives and approximately \$75,000 to the Washington Democrat Party.² SEIU 775 contributed **\$1,736,500** (2012, a presidential and gubernatorial election year), **\$750,381** (2013), and **\$671,959** (2014) to Working Washington, a political "labor and community coalition" that, by its own description, has led the fight to enact specific labor legislation in Washington.³ Working Washington is a political organization created and funded by SEIU 775, and does not report any of its contributions or expenditures.⁴ Working Washington's mission is to support or oppose candidates and ballot propositions, which it does directly and through its PAC, "Working Washington PAC."⁵ In this way, SEIU 775 is able to spend millions electioneering without reporting contributions or expenditures.

Further, SEIU 775's self-reported officer salaries also demonstrate that a primary purpose of the union is to influence elections. Take for instance, the union's top-paid officers. **SEIU 775 President David Rolf was paid a 2014 salary of \$183,237.** According to the union, **40%** of Rolf's time and salary were devoted to political activities and lobbying.⁶ Thus, SEIU 775 paid Rolf **\$73,294.80** to influence elections and legislation.

Likewise, SEIU 775 Vice President **Sterling Harders was paid a 2014 salary of \$120,404.** **24%** of Harders' time and salary were devoted to political activities and lobbying.⁷ Thus, SEIU 775 paid Harders **\$28,896.96** to influence elections and legislation.

Finally, **SEIU 775 Secretary-Treasurer Adam Glickman was paid a 2014 salary of \$131,318.** **61%** of Glickman's time and salary were devoted to political activities and lobbying.⁸ Thus, SEIU 775 paid **\$80,103.98** to influence elections and legislation.

The evidence supports the fact SEIU 775 is a political committee pursuant to both RCW

¹ See SEIU 775's 2012-2014 LM-2 reports filed with the U.S. Department of Labor at the following links: (2012: <http://seiuoptout.com/docs/SEIU%20775%202012%20LM-2.pdf>), (2013: <http://seiuoptout.com/docs/SEIU%20775%202013%20LM-2.pdf>), (2014: <http://seiuoptout.com/docs/SEIU%20775%202014%20LM-2.pdf>). It should be noted that while the mandatory LM-2 forms provide an overview of the union's political activities, it by no means details all of its political and electioneering activities.

² *Id.*

³ See Press Kit, [www.WORKINGWA.ORG](http://www.workingwa.org), available at <http://www.workingwa.org/press-kit/> (last visited (July 15, 2015), a true and accurate copy of which is attached as **Exhibit C**.

⁴ Working Washington, itself, is also a political committee and should file the required public disclosure reports.

⁵ See **Exhibit D**, a true and accurate copy of the PDC's list of Working Washington PAC's reported financial contributors. Working Washington has funded its PAC in the approximate amount of **\$222,000**.

⁶ SEIU 775 LM-2 (2014), *supra* n. 1, at p. 17.

⁷ *Id.* at 15.

⁸ *Id.* at 15.

42.17A.005(37) and *Utter*, 182 Wn.2d at 427. Accordingly, SEIU 775 failed to file a statement of organization with the PDC pursuant to RCW 42.17A.205 and has failed to make the numerous detailed PDC filings required by RCW 42.17A.235. The Attorney General should investigate the union, and prosecute the union's failure to identify itself as a political committee and fulfill the PDA's obligations. The people of Washington have the right to shine the light on their political processes and to know who and what is spending vast sums to affect their lives. SEIU 775 operates as a political committee but fails to meet the requirements imposed on political committees by law. The Attorney General should correct this abuse of public rights.

B. Violation of RCW 42.17A.630.

SEIU 775, as a lobbyist employer (*see Exhibits E and F*), also makes unreported in-kind contributions to the union's political action committee, SEIU 775 PAC, in violation of RCW 42.17A.630(2). This failure to report dates back well beyond the statute of limitations set forth in RCW 42.17A.770. A search of the PDC database indicates that, in the history of both the union and SEIU 775 PAC, the union has failed to ever complete and file a L3C form. When a lobbyist employer donates its staff's time and energy, its office materials, and other overhead costs to its continuing political committee, such behavior constitutes in-kind contributions that must be reported on Form L3C. *See* RCW 42.17A.630(2). WAC 390-20-111. For example, Adam Glickman is the contact person listed on SEIU 775 PAC's C1PC form. *See Exhibit G*. Adam Glickman, an employee of the union, conducts services for the SEIU 775 PAC including filing reports with the PDC. *See Exhibit H*. Despite the ongoing practice of operating a very large and multifaceted political action committee, SEIU 775, a lobbyist employer, has failed to report its in-kind contributions on any L3C forms. SEIU 775NW's failure violates RCW 42.17A.630.

C. The Political Advertising Letter.

SEIU 775 and SEIU 775 officers committed hundreds, and perhaps thousands, of violations of RCW 42.17A each time they mailed the attached letter to a nonmember of SEIU 775. SEIU 775 sent the attached letter on or about August 12, 2014, although SEIU 775 commonly sends substantially identical letters to IPs who are union nonmembers. **Exhibit I**, which solicits donations to "SEIU Committee on Political Education" (hereinafter ("SEIU COPE")), a continuing political action committee registered with the Federal Elections Commission (FEC Committee ID: C00004036), constitutes political advertising to non-union members. RCW 42.17A.005(36) defines political advertising as:

. . . any advertising displays, newspaper ads, billboards, signs, brochures, articles, tabloids, flyers, letters, radio or television presentations, or other means of mass communication, used for the purpose of appealing, directly or indirectly, for votes or for financial or other support or opposition in any election campaign.

The political advertisement SEIU 775 sent out contained the following language, *inter alia*:

“Yes! I want to hold politicians accountable to working families and I know we can only do that if we stand together. I hereby authorize my employer to withhold the indicated amount per month to forward to SEIU Healthcare 775NW as a contribution to SEIU Committee on Political Education (SEIU COPE). My signature shows that I agree with the terms below.”

The form contains three boxes where a recipient of the political advertising letter may check to affirm a regular donation of \$20, \$15, or \$10. There is then contained spaces in which a recipient may give his or her signature, the date, first and last name, and then fill in the name of her employer. The political advertising letter then goes on to spell out the terms described in the excerpt above:

“I understand that 1) No employer or labor organization may discriminate against an officer or employee in the terms or conditions of employment for contributing or not contributing to a political committee or supporting or opposing a candidate, ballot measure, or political party. 2) Contributions are not required as a condition of employment or union membership and I may refuse to contribute without any reprisal. 3) The amount of \$20, \$15, or \$10 per month are merely suggested guidelines, and I am free to contribute more or less than these amounts by some other means. 4) *SEIU COPE will use the money it receives to make political expenditures including addressing issues important to working families and contributing to and spending money in connection with federal, state, and local elections.* 5) Only union members and staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE. Contributions to SEIU COPE are not deductible as charitable contributions for federal income tax purposes. This authorization shall remain in effect until revoked by me in writing.”

(Emphasis added.) The failure of SEIU 775 and its officers to properly report the political advertising letter constitutes several PDA violations, each of which apply to each and every letter SEIU 775 sent (and continues to send) to IPs who are union nonmembers.

With the solicited funds SEIU 775 collects and ostensibly forwarded to SEIU COPE, SEIU COPE frequently makes contributions to political action committees registered and operating in the State of Washington, including SEIU 775’s political action committee. SEIU 775 apparently forwards money obtained from its political advertising letter to COPE, a national PAC, which subsequently returns the money to Washington PACs and campaigns. *See* the attached PDC documentation attached as **Exhibit J**.

a. Violations based on the Political Advertising Letter.

The political advertising letter provides evidence of several violations, each of which apply to each non-union member of the bargaining unit to whom SEIU 775 sent the political advertising letter.

1. RCW 42.17A.235(1) & RCW 42.17A.005(37)

In its political advertising letter (Exhibit I), SEIU 775 explicitly acknowledges that it expects to receive contributions toward electoral goals. SEIU 775 will receive the contributions before forwarding them to SEIU COPE, who will use the contributions to affect state and local elections. *See* Exhibit A. Under RCW 42.17A.005(37), this unambiguous expectation of receiving contributions toward electoral goals places SEIU 775 firmly within the statutory definition of a political committee. RCW 42.17A.005(37). Because SEIU 775 is a political committee, and influencing elections is certainly a primary purpose of the organization, SEIU 775 should have met the PDA’s reporting requirements in RCW 42.17A.235. *See Utter v. Bldg. Indus. Ass’n of Washington*, 182 Wn.2d 398, 416, 341 P.3d 953, 962 (2015). Those reporting requirements required SEIU 775, an entity meeting the statutory definition of “political committee” and having electioneering as a primary organizational purpose, to report its received contributions at statutorily defined intervals—an obligation it failed to do.

2. RCW 42.17A.270

RCW 42.17A.270 requires a political committee to report contributions earmarked for the benefit of a candidate or another political committee. SEIU 775, a political committee as defined by RCW 42.17A.005(37), and its officers violate RCW 42.17A.270 because, as clearly indicated in its political advertising letter, SEIU 775 receives contributions earmarked for the benefit of a candidate or another political committee; namely, SEIU COPE (and other Washington political committees and candidate committees).

First, SEIU 775 acts as a political committee at least with respect to the contributions it receives which are earmarked for SEIU COPE. *See* Exhibit A. According to SEIU 775’s own political advertising letter, the union receives “the indicated amount per month . . . as a contribution to SEIU Committee on Political Education (SEIU COPE).” Second, SEIU 775 clearly expects to receive contributions in support of candidates and ballot propositions. Their political advertising letter specifically states that the money contributed will be used to make political expenditures and support candidates and/or issues in state and local elections. *See* Exhibit A at § 2, Item #4.⁹ Therefore, SEIU 775’s receipt of contributions resulting from its political advertising letter triggers the reporting requirements in RCW 42.17A.270(1)-(4). SEIU 775 has failed to report these contributions.

Additionally, SEIU COPE commonly contributes large sums back to SEIU 775’s *own political committee*, “SEIU Healthcare 775 Northwest Quality Care Comm” (hereinafter, “SEIU 775 PAC”). *See Exhibit J*, at 2. As Exhibit J shows, SEIU 775 paid to develop and distribute its political advertising letter in order to solicit contributions earmarked for its own political committee. Exhibit J clearly demonstrates that at least a portion of the money received in response to the political advertising letter is routinely redistributed to SEIU 775 PAC. Essentially, SEIU

⁹ This presumes that SEIU 775 actually forwards the PAC contributions to SEIU COPE.

775 is soliciting contributions to its own PAC, and skirting the reporting requirements for both its solicitation efforts and the resulting contributions. The only record of these contributions is reported by SEIU 775's PAC as coming from SEIU COPE, rather than the actual source of the contribution, i.e. the persons checking the boxes in SEIU 775's political advertising letter and/or SEIU 775, itself. This process conceals the origin of the money and frustrates the PDA's policy favoring transparency in campaign finance.

3. RCW 42.17A.255

This violation is alleged in the alternative, should your office conclude that SEIU 775 is not a political committee under RCW 42.17A.005(37) and thus bears no reporting requirements under RCW 42.17A.235(1). SEIU 775 and its officers had a duty under RCW 42.17A.255 to report their political advertising letter (Exhibit I) as an independent expenditure because its creation, production, and distribution was an expenditure made in support of or in opposition to any candidate or ballot proposition and is not otherwise required to be reported under sections RCW 42.17A.220, 235, or 240. RCW 42.17A.255. The money collected from this political advertisement is earmarked specifically for state and local elections, as #4 above indicates.

Further, this political advertising letter is not an internal political communication primarily limited to the contributors of a labor organization; it is aimed at non-union members of the bargaining unit in an effort to get them to join the union and donate money to a political action committee.¹⁰ Therefore, this political communication is not "primarily limited to the contributors" of SEIU. David Rolf, President of SEIU 775, authors the letter and uses language such as, "We want you standing with us," "Please join with us," and finally appeals to the recipients of the political advertising letter to join the union. The next page is a form in which recipients of the political advertising letter may join the union. The letter even contains a pre-filled form which the nonmember recipient can simply sign and return. The letter, according to its own terms, contains a political advertisement, the unreported inclusion of which violates RCW 42.17A.255.

4. RCW 42.17A.260

RCW 42.17A.260 states:

The sponsor of political advertising who, within twenty-one days of an election, publishes, mails, or otherwise presents to the public political advertising supporting or opposing a candidate or ballot proposition that qualifies as an independent expenditure with a fair market value of one thousand dollars or more shall deliver,

¹⁰ See *Harris v. Quinn*, 134 S.Ct. 2618 (2014). On June 30, 2014, the U.S. Supreme Court ruled that state laws and union contracts which seek to force home healthcare providers or individual providers to pay fees to a union even if they choose to disassociate from the union unconstitutionally violate the First Amendment rights of those providers. Thus, after the date of the *Harris* decision (June 30, 2014), any union communications targeting nonmembers of the bargaining unit could not be an internal communication to members of a labor organization.

either electronically or in written form, a special report to the commission within twenty-four hours of, or on the first working day after, the date the political advertising is first published, mailed, or otherwise presented to the public.

First, as discussed *supra*, Exhibit I is a political advertisement. Second, the 2014 primary election in Washington State was August 4, 2014. SEIU 775 mailed, published, or presented this political advertising letter on or about August 12, 2014. Third, as discussed *supra*, this political advertising letter is supporting or opposing candidates or ballot propositions.

Fourth, the political advertising letter is an independent expenditure according to RCW 42.17A.005(26). The letter was made in support of candidates for office by SEIU 775, which is not a candidate for any office, not an authorized committee of a candidate for any office, and not a person who has received the candidate's encouragement or approval to make the expenditure, if the expenditure pays in whole or in part for political advertising supporting that candidate or promoting the defeat of any other candidate or candidates for that office.” RCW 42.17A.005(26)(a)(i-iii).

The political advertisement “clearly and beyond any doubt” identifies candidates without using their names. RCW 42.17A.005(26)(b). Namely, the letter identifies candidates to whom the union has contributed, as well as candidates it opposes, with the language, “SEIU COPE will use the money it receives to make political expenditures including addressing issues important to working families and contributing to and spending money in connection with federal, state, and local elections.” Over the past decade, SEIU 775 has established through its political activities that when it refers to “addressing issues important to working families,” it means taking electoral action in favor of or against those candidates who either support or vote against the collective bargaining agreements it negotiates and/or supports or opposes legislation for which it employs lobbyists to promote or oppose in the Washington Legislature.

Fifth, when considering that SEIU 775 produced and sent this letter to hundreds of union nonmembers and sends substantially identical letters to union nonmembers several times each year, the expenditures, in the aggregate, almost certainly exceed \$800. There are no reports available from the PDC that reflect that SEIU 775 or its officers are in compliance with this statute.

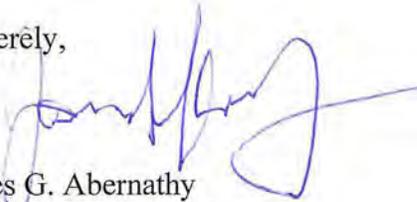
5. RCW 42.17A.305

SEIU 775 and its officers failed to report any of the contributions received from these political advertising letters pursuant to this statute. According to the political advertising letter, SEIU 775 receives contributions from those who donate as a result of this mailer. Because this money is earmarked for use in elections, SEIU 775 has the responsibility to report its expenditures incurred by developing and mailing the political advertisement at the time it made those expenditures. SEIU 775 failed to do so, and thus violated RCW 42.17A.305.

D. Conclusion.

SEIU 775's conduct constitutes previous, ongoing, and pervasive violations of the PDA. We respectfully request that the Washington Attorney General's Office perform an investigation into these allegations as expeditiously and efficiently as possible. Please do not hesitate to contact me at 360.956.3482 or JAbernathy@myfreedomfoundation.com if I can be of assistance. Thank you for your time and consideration.

Sincerely,



James G. Abernathy
David M.S. Dewhirst
FREEDOM FOUNDATION
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45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit A

**NOTICE TO SEIU HEALTHCARE 775NW REPRESENTED EMPLOYEES
IN HOME CARE AND ADULT DAY HEALTH BARGAINING UNITS SUBJECT TO UNION SECURITY OBLIGATIONS**

- Для получения этого извещения на русском языке, пожалуйста, напишите секретарю-казначее по адресу: SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- 이 정보를 한국어로 원하시면 저희 총무부장님에게 편지를 보내주세요 SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- Kung kailangan ninyo itong abiso sa tagalog, sumulat po kayo sa tresurera/sekretarya nang SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- Nếu quý vị có cần bức thư này bằng tiếng việt xin gửi một lá thư cho Tổng Giám Đốc Tài Chánh của công đoàn SEIU Healthcare 775NW ở địa chỉ 215 Columbia St, Seattle, WA 98104.
- Para obtener esta notificación en español, por favor escriba a la: Secretaria-Tesorera, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.

Your obligations under a union security clause: If the collective bargaining agreement between SEIU Healthcare 775NW ("Union") and your employer contains a union security clause that requires as a condition of employment that you remit full monthly membership dues (or the monetary equivalent of full membership dues) to the Union within the 30 days following either the first pay period or the effective date of employment, whichever is later, this notice applies to you. This union security obligation applies to you as a private sector employee subject to the National Labor Relations Act, 29 U.S.C. §151 et seq., or as an Individual Provider subject to Washington's Public Employees' Collective Bargaining Act, and specifically RCW 41.56.113. This notice and the accompanying materials are applicable to "agency fees" (which are the monetary equivalent of full membership dues) collected for the period January 1 through December 31, 2014 (the "2014 fee year"). The purpose of this notice is to provide you with an explanation of the basis for the agency fee, your right to object to paying for certain expenditures and to challenge the calculation of the fee before a neutral decision-maker. It also informs you of the procedures for exercising these rights. Please read this notice carefully.

Your right to be a member of SEIU Healthcare 775NW: SEIU Healthcare 775NW's Constitution and Bylaws automatically grants you membership in the Union if you are employed in a bargaining unit for which the Union is the recognized bargaining agent for matters relating to wages, hours and other terms and conditions of employment. While you need not sign a membership card, we strongly encourage you to do so. Signing a card shows your active participation in the Union. The greater the participation of all Union employees, the stronger the Union; the stronger the Union, the better we can negotiate better wages, benefits and working conditions. Enclosed is a membership form for you to fill out, sign and return to SEIU Healthcare 775NW. To remain a member in good standing, you need only meet the financial obligations established by the Union's Constitution and Bylaws. Membership in SEIU Healthcare 775NW is valuable. Only members have the right to participate fully in the internal affairs of the Union, vote for union officers, run for union office, be involved in collective bargaining and vote to reject or ratify the collective bargaining agreement for your bargaining unit. Only members are entitled to receive the privileges of the union member-only benefits package including: discounted insurance, exclusive access to educational scholarships, discount programs for computers, health, dental, vision care and pharmacy prescriptions, access to low rate credit card and loan programs, free and discounted legal services, and other benefits. You can find more information at <http://www.seiu.org/a/members/benefits.php>. You are not required to be a member of the Union. To resign your membership, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.. The letter should include your name, address, phone number, employer and work location, and state clearly that you wish to resign your membership. You may resign your membership at any time. You will lose all of the rights of Union membership described above. The Union will continue to represent you fairly. If you choose to resign your membership, you are still obligated to pay an agency fee to the Union. As a non-member agency fee payer, you will be entitled to choose between paying the full agency fee (the monetary equivalent of full membership dues) and paying a reduced objector agency fee, as discussed below.

Objector agency fee payer: As an agency fee payer, you have the right to object to providing financial support to union activities not germane to collective bargaining. Forty percent of the Union's expenditures in the most recently audited accounting year were devoted to activities not germane to collective bargaining. Those who object will be charged an objector agency fee which reflects only activities germane to collective bargaining, and thereby forfeit their membership in the Union. The basis for calculating the objector agency fee is explained below. If you wish to limit your obligation to paying the objector agency fee, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. The letter should include your name, address, phone number, employer and work location, and state clearly that you object to paying for expenses that are not germane to collective bargaining. If your objection is postmarked more than 40 days after this notice was mailed, you will remain obligated to pay the full, unreduced monthly agency fee incurred between the date on which this notice was mailed and the date on which your objection is received by the Union. If your objection is received after the 15th day of any month, it will not be processed until the following month.

How the objector agency fee was calculated: If you elect to object to those portions of the agency fee not attributable or germane to collective bargaining, you will be charged an objector agency fee equal to the proportionate share of the costs of collective bargaining, enforcement of the contract, and related activities. Both federal and state law provides for the collection of such fees and their collection has been upheld by the United States Supreme Court.

In calculating the objector agency fee, the Union has included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called chargeable activities: (1)

Governing the Union, including union elections; (2) membership meetings and conventions; (3) gathering information in preparation for the negotiation of collective bargaining agreements; (4) gathering information from employees concerning proposals in collective bargaining; (5) negotiating collective bargaining agreements; (6) handling grievances of employees under collective bargaining agreements, enforcing collective bargaining agreements and representing employees under collective bargaining and related laws; (7) ratification of negotiated agreements; (8) public advertisement of the Union's position on the negotiation, ratification or implementation of collective bargaining agreements; (9) purchasing books, reports and periodical subscriptions used in negotiating and administering collective bargaining agreements; (10) lobbying for the ratification or implementation of collective bargaining agreements; (11) paying for the services of experts in labor law, economics, and other subjects used in negotiating and administering collective bargaining agreements; (12) conducting and sending staff and members to conferences and meetings concerning collective bargaining, contract administration and other matters relating to wages, hours and working conditions; (13) publishing those portions of newsletters and other literature distributed to employees relating to collective bargaining, contract administration and related matters; (14) preparation for and participation in impasse procedures including fact finding, mediation and arbitration, and other economic actions designed to secure favorable terms in collective bargaining, so long as the actions are legal; (15) the prosecution and defense of arbitration and litigation to obtain interpretation, implementation or enforcement of collective bargaining agreements and other litigation concerning bargaining unit employees normally conducted by an exclusive representative; (16) professional services, such as paying attorneys' fees for enforcing collective bargaining agreements and auditors' fees for conducting independent audits; (17) social and recreational activities open to all represented employees; and (18) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

In calculating the objector agency fee, the Union has not included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called non-chargeable activities: (1) Voter registration, get-out-the-vote efforts, and political campaigning; (2) supporting and contributing to not-for-profit or charitable organizations; (3) supporting and contributing to political organizations and candidates for public office; (4) supporting and contributing to ideological causes and committees, including ballot measures; (5) the public advertisement of the Union's position on issues other than negotiation, ratification, or implementation of collective bargaining agreements; (6) providing benefits available only to members; (7) organizing aimed at defending or obtaining the right to serve as the exclusive representative of bargaining units of employees, except where they are rendered directly relevant to collectively bargaining wages and benefits by statute or agreed-upon contract language that bases a represented bargaining unit's wage and benefits levels, in whole or in part, on wage and benefit levels prevailing in comparator jurisdictions including ones in which organizing activities are being conducted; (8) publishing those portions of newsletters and other literature distributed to employees relating to non-chargeable activities, including but not limited to those described above; and (9) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

A more detailed description of these categories of chargeable and non-chargeable expenditures is provided in the notes to SEIU Healthcare 775NW's "schedule of expenses and allocation between chargeable and non-chargeable expenses -- modified cash basis December 31, 2012" and the SEIU's "consolidated statement of expense and allocation between chargeable expenses and non-chargeable expenses year ended December 31, 2012" (hereinafter the "year-end financial statements"). These year end financial statements itemize and describe the major categories of expenditures by SEIU Healthcare 775NW and by SEIU during calendar year 2012, and allocate those expenditures between chargeable and non-chargeable categories. Independent certified public accounting firms audited the financial statements and verified what percentage of the SEIU Healthcare 775NW and SEIU's expenditures in each of its major categories of expenditure were for chargeable and non-chargeable activities. The independent auditors issued reports containing unqualified opinions as to the year-end financial statements. The complete year-end financial statements (including the notes thereto) and audit reports thereon are enclosed with this notice.

According to the calculations contained in the auditors' reports and year-end financial statements, the Union may collect an objector agency fee equal to no more than 60% of the standard dues rate. Your standard union dues rate currently equals 3.2% of gross wages each month with a minimum dues charge of \$29.00 per month,¹ and is subject to change. Reflecting the above calculations, the Union has set the objector agency fee rate at 1.92% of gross wages each month, with a minimum objector agency fee, where applicable under the standards for the minimum dues charge (see fn. 1), in the amount of \$17.40 per month. This objector agency fee percentage shall remain in effect until December 31, 2014. If you submit an objection, as described above, you will be charged the objector agency fee equal to no more than 60% of the standard membership dues rate during the 2014 fee year or applicable portion thereof (as determined by when you submit your objection, as discussed above). If you do not submit an objection, you will be charged the equivalent of the standard union dues rate, including the minimum dues charge if applicable, during the 2014 fee year.

For Individual Providers paid directly by Washington State under DSHS-administered home care programs such as COPES, Medicaid Personal Care, and the Cap Waiver, the agency fee or the objector agency fee, whichever is applicable, will be automatically deducted by the state pursuant to RCW 41.56.113 and 41.56.122. As a private employee, the agency fee or the objector agency fee can be deducted from your paycheck by your employer pursuant to 29 U.S.C. § 158(a)(3). Private employees wishing to pay their financial obligation through an automatic payroll deduction must sign an authorization pursuant to 29 U.S.C. §186(c)(4). A signed membership card allows dues to automatically come out of your paycheck.

¹ The minimum dues rate applies to all regular members who work forty (40) hours or more in any given month, associate members, and members who are out of work due to lay-off.

Otherwise, you should arrange to make monthly payments in some other fashion. Call our Member Resource Center toll-free at 1-866-371-3200 to make arrangements.

You have the right to challenge the calculation of the objector agency fee. You must comply with the following procedures in order to do so. If you submit an objection but do not submit a timely challenge, as defined below, you will be charged the objector agency fee rate during the 2014 fee year.

A. Challenges. In order to challenge the amount of the objector agency fee, you must inform the Union in writing of your decision and send it to Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. Your challenge to the Union's calculation of the fee must be postmarked no later than 40 days after this notice was mailed and may be included in the same letter stating an objection to the fee. The letter must include your address, phone number, employer and work location and state that you are challenging the calculation of the objector agency fee. Challengers are requested, but not required, to include the grounds for the challenge and identify the categories of expenditure whose categorization by SEIU Healthcare 775NW as chargeable they wish to challenge, so that the Union may consider the basis for the challenge and determine whether it agrees that any further reduction in the fee is warranted.

B. Escrow. Upon receipt of a timely challenge, SEIU Healthcare 775NW will reduce the challenger's agency fee to the level of the objector fee and will place one-hundred percent of the challenger's objector agency fee into an interest-bearing escrow account, pending the resolution of the challenge. Although the Union believes the amount of the fee was correctly calculated, it will escrow that amount to insure that none of a challenger's funds are used for a non-chargeable purpose. The challenger's funds shall remain in the account until an arbitration award is issued or until SEIU Healthcare 775NW has resolved the challenge in favor of the challenger, and shall then be distributed to the Union and the challenger in accordance with the award or resolution.

C. Arbitration procedure. Challenges to the calculation of the objector agency fee shall be resolved by an independent arbitrator, unless SEIU Healthcare 775NW has resolved the pending challenges by determining that a further reduction in the fee is warranted, as requested by the challenger. The arbitrator shall be selected by the American Arbitration Association (AAA) and the arbitration shall be scheduled and conducted in accordance with the AAA's rules for impartial determination of union fees. The Union may consolidate all challenges into a single arbitration hearing. Upon receipt of a challenge, the Union will send the challenger a copy of these rules as well as any additional information concerning the challenge procedure. Challengers will be given written notice of the date, time and location of the hearing, and will have an opportunity to appear and state their objections to SEIU Healthcare 775NW's calculation of the agency fee. The Union will have the burden of proving that the calculation of the agency fee was proper. SEIU Healthcare 775NW will bear the entire administrative cost of the arbitration and the *per diem* fee of the arbitrator. Challengers choosing to be represented before the arbitrator shall bear the cost of such representation. The arbitrator shall have the authority to affirm or decrease the calculation of the objector agency fee. The decision shall issue within 30 days after submission of final arguments.

If you have any questions about this notice, about the agency fee, about resigning your Union membership or about your rights as a Union member, please call the Member Resource Center toll-free at 1-866-371-3200.

SEIU HEALTHCARE 775NW

**STATEMENT OF EXPENSES AND ALLOCATION
BETWEEN CHARGEABLE AND NONCHARGEABLE
EXPENSES – MODIFIED CASH BASIS**

YEAR ENDED DECEMBER 31, 2012

**SEIU HEALTHCARE 775NW
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CliftonLarsonAllen LLP
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INDEPENDENT AUDITORS' REPORT

Officers and Members
SEIU Healthcare 775NW
Seattle, Washington

We have audited the accompanying financial statement of SEIU Healthcare 775NW (the Union) which comprise the statement of expenses and allocation between chargeable and nonchargeable expenses – modified cash basis for the year ended December 31, 2012, and the related notes to the statement of expenses and allocation between chargeable and nonchargeable expenses – modified cash basis.

Management's Responsibility for the Statement of Expenses

Management is responsible for the preparation and fair presentation of the statement of expenses and allocation between chargeable and nonchargeable expenses in accordance with the modified cash basis of accounting described in Note 2; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statement of expenses and allocation between chargeable and nonchargeable expenses that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the statement of expenses and allocation between chargeable and nonchargeable expenses – modified cash basis based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of expenses and allocation between chargeable and nonchargeable expenses – modified cash basis is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the statement of expenses and allocation between chargeable and nonchargeable expenses, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the statement of expenses and allocation between chargeable and nonchargeable expenses in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statement of expenses and allocation between chargeable and nonchargeable expenses.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the statement of expenses and allocation between chargeable and nonchargeable expenses – modified cash basis referred to above presents fairly, in all material respects, the total expenses resulting from the modified cash basis of accounting of the Union and the allocation of expenses between chargeable expenses and nonchargeable expenses for the year ended December 31, 2012, based on the descriptions, significant factors, and assumptions based on the definitions described in the Note 3.

Basis of Accounting

As described in Note 2 to the statement of expenses and allocation between chargeable and nonchargeable expenses, this statement was prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Other Matter

The total expenses presented agree to the expenses included in the audited financial statements of the Union for the year ended December 31, 2012, upon which we expressed an unmodified opinion in our report dated April 9, 2013. The allocations of expenses between chargeable and nonchargeable were made by the Union based on the definitions described in Note 3. The accompanying statement was prepared for the purpose of determining the fair share portion of the cost of services rendered by the Union for employees represented by SEIU Healthcare 775NW. The accompanying statement is not intended to be a complete presentation of the Union's financial statements.

Restriction on Use

This report is intended solely for the information and use of the executive board and management of the Union and its fee objectors and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Bellevue, Washington
November 25, 2013

SEIU HEALTHCARE 775NW
STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
YEAR ENDED DECEMBER 31, 2012

	<u>Total Expenses</u>	<u>Chargeable Expenses</u>	<u>Nonchargeable Expenses</u>
Salaries	\$ 6,844,180	\$ 5,173,557	\$ 1,670,623
Payroll Taxes	641,982	485,278	156,704
Employee Benefits	2,716,677	2,053,552	663,125
Reimbursed Expenses	1,266,994	976,268	290,726
Per Capita	6,565,341	2,493,944	4,071,397
Meetings and Organizing Expense	271,650	248,674	22,976
Consulting	660,311	344,410	315,901
Legal	337,128	151,683	185,445
Audit	51,165	38,676	12,489
Contract Programming	64,492	48,750	15,742
Advertising	58,193	54,693	3,500
Insurance	73,184	55,320	17,864
Rent - Offices	164,032	123,993	40,039
Telephone	326,875	247,087	79,788
Office Supplies and Expenses	80,975	61,209	19,766
Postage and Delivery	182,123	137,668	44,455
Maintenance and Repairs	34,995	26,453	8,542
Printing	295,996	234,531	61,465
Donations	1,313,074	-	1,313,074
Copier Expense	42,356	32,017	10,339
Property Taxes	32,236	24,367	7,869
Interest	60,165	45,479	14,686
Janitorial and Utilities	123,909	93,664	30,245
Training	364,868	275,806	89,062
Bank Charges	3,921	2,964	957
Depreciation	313,960	237,324	76,636
	<u>\$ 22,890,782</u>	<u>\$ 13,667,367</u>	<u>\$ 9,223,415</u>
Total	100%	60%	40%

See accompanying Notes to Statement of Expenses and Allocation Between Chargeable and Nonchargeable Expenses – Modified Cash Basis.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 1 NATURE OF ORGANIZATION

SEIU Healthcare 775NW (the Union), affiliated with the Service Employees International Union, is a nonprofit organization formed for the purpose of furthering and protecting the rights of its members. These members are employed by various employers signatory to collective bargaining agreements.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

The accompanying statement of expenses and allocation between chargeable and nonchargeable expenses – modified cash basis was prepared for the purpose of determining the fair share cost of services rendered by the Union for members and agency fee payers of the Union. The accompanying statement is not intended to be a complete presentation of the Union's financial position, changes in its net assets, or its cash flows in accordance with the modified cash basis of accounting.

The financial statement of the Union have been prepared on the modified cash basis of accounting. That basis differs from accounting principles generally accepted in the United States of America primarily because the Union has not recognized balances, and the related effects on earnings, of accounts payable to vendors and balances due to employees for payroll earned through the end of the year.

Income Taxes

The Union is exempt from federal income taxes under Section 501(c)(5) of the Internal Revenue Code. The Union follows Financial Accounting Standards Board *Accounting Standards Codification* Topic 740, *Income Taxes* (Topic 740). Topic 740 clarifies the accounting for uncertainty in income taxes. Management evaluated the Union's tax positions and concluded that the Union had taken no uncertain tax positions that require adjustments to the statement to comply with the provisions of this guidance. Should that status be challenged in the future, the Union's tax returns for 2009 and through current tax years are open for examination by the Internal Revenue Service.

Depreciation

Provision for depreciation is computed by the straight-line method using the estimated lives of 3 to 7 years.

Use of Estimates

The preparation of the statement requires management to make estimates and assumptions that affect the reported amounts of expenses during the reporting period. Actual results could vary from the estimates that were used.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Commencement of Operations

The Union began independent operations effective January 1, 2003, as an affiliate of the Service Employees International Union.

Subsequent Events

The Union has evaluated subsequent events through November 25, 2013, the date the financial statement was available to be issued.

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE EXPENSES

CHARGEABLE ACTIVITIES

The following are examples of germane, representational activities that are fully chargeable to all employees represented by the Union, except those that are allocated between chargeable and nonchargeable as specified. Chargeability is dependent on an "equal eligibility" requirement. For an expense to be germane and chargeable, the objector must be eligible to enjoy the benefit obtained by the expense.

1. **Contract Negotiation**

- a. Preparing for negotiations: background reading and research or discussions concerning bargaining subjects; formulating bargaining goals, priorities and proposals; drafting contract language; preparing supporting arguments for bargaining positions; developing any computer-based or other information retrieval research files for bargaining; designing and conducting surveys of employee bargaining goals and priorities; and preparing and distributing materials.
- b. Negotiating the contract: negotiations; compiling and maintaining information on the status of negotiations; draft reports; any work or expenses relating to contract ratification; all expenses related to printing and distributing the contract.
- c. Economic action: strikes, picketing, boycotts, demonstrations, leafleting and other publicity about wages, hours and working conditions; includes strike committee meetings, visiting picket lines, strike assistance and benefits, or any efforts to enhance and maintain a united front, allegiance and commitment among employees represented by the Union.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE EXPENSES (CONTINUED)

2. Contract Administration, Grievance Adjustment, Arbitration

- a. Handling employee questions and complaints about working conditions, contract rights, or benefits available to all those represented by the Union; handling any work-related questions and complaints from employees and Union representatives; any work-site meetings regarding employment related matters.
- b. Preparation for, attending, and following up on workplace leadership development meetings.
- c. Preparation for, attending, and following up on meetings with employer representatives to discuss the contract generally or to discuss a particular grievance (including all telephone calls and conversations).
- d. All grievance-related activities and expenses, including preparation, participation, and follow-up; arbitration hearings, including preparation for and representation of the grievant at hearing, and all costs associated with the hearing.
- e. Post-grievance settlement/post-arbitration efforts to secure compliance with agreements and awards.
- f. Developing a computer-based or other information retrieval research system to assist in grievance-arbitration and to provide research and technical assistance and staff support to this activity.

3. Activities Ancillary to Collective Bargaining to Maintain and Promote Cohesiveness Among Represented Employees

This category includes those activities normally engaged in by unions that are principally directed to employees and are designed to strengthen the Union as a cohesive and effective bargaining agent or to otherwise promote closer ties among employees. Examples include:

- a. Social activities open to members and nonmembers alike.
- b. Human relations and diversity efforts primarily directed at unit employees, including conducting conferences and educational programs, and producing and distributing materials.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE EXPENSES (CONTINUED)

3. Activities Ancillary to Collective Bargaining to Maintain and Promote Cohesiveness Among Represented Employees (Continued)

- c. Any efforts to communicate Union policy to represented employees, as well as other efforts designed to build a sense of cohesion and pride among represented employees. For example: pens, pencils, buttons, emblems, etc.
- d. Community services liaison activities that provide represented employees with information and assistance regarding governmental services to which they are entitled.
- e. All activities intended to provide information and background information related to wages, hours, working conditions, industry developments, and legislative developments, directly relevant to the working lives of represented employees; includes all background reading, research, phone calls, and conferences.
- f. Public relations, if nonpolitical and directly related to the terms and conditions of employment of represented employees, such as communications in support of collective bargaining.

4. Internal Governance and Administration

This category includes all activities and expenses related to the following:

- a. Electing officers and conducting Union meetings, executive board and representative assembly meetings, conventions. Includes all preparation, materials, and backup. Applies to all expenses on both the international and local union level.
- b. Formulating and communicating internal Union policy.
- c. Union judicial administration: interpretation and enforcement of the international's and the local unions' constitutions, rules and bylaws.
- d. International - affiliate relations: coordinating all staff activities and maintaining liaisons between the international and local unions; chartering and overseeing local unions; administering trusteeships; conducting internal Union hearings.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE EXPENSES (CONTINUED)

4. Internal Governance and Administration (Continued)

- e. Union financial administration: payroll, clerical, bookkeeping, accounting, auditing and data processing expenses; developing and maintaining a computer-based or other information retrieval system for monitoring membership status and dues and per capita transmittal; all expenses related to per capita and dues, including administration of any rebate procedure; expenses of investment planning are allocated between chargeable and nonchargeable on the basis of salary expenses.
- f. Union affiliate relations: resolving jurisdictional disputes and other controversies and providing coordination between local unions on matters related to their statutory duties as bargaining representatives.
- g. Office management and administrative expenses: all general administrative functions, staff meetings, general routine staff reports; negotiation and administration of staff Union contracts are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.
- h. Office expenses, such as rent, utilities, and janitorial services are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.
- i. General clerical, bookkeeping and membership service-related salaries; taxes and benefits are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.
- j. Insurance is allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.
- k. Taxes are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.
- l. Rent on meeting rooms for purposes related to Union administration or terms and conditions of employment of represented employees.
- m. Salaries, employee benefits and payroll taxes of Union officers and staff are allocated according to an estimate by the Union of time spent on chargeable and nonchargeable activities.
- n. Travel, meetings, auto and reimbursed expenses of Union officers, staff and members are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE
ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE
EXPENSES (CONTINUED)

4. Internal Governance and Administration (Continued)

- o. All supplies, freight, office equipment.
- p. Telephone expenses are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.
- q. Bank charges are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.
- r. Advertising is considered to be 100 percent chargeable, except for expenses directly related to nonchargeable activities.
- s. Depreciation is allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.

5. Training

- a. Education and training programs and conferences related to contract negotiation, grievance handling and arbitration or other representational duties.
- b. Leadership training programs and conferences used to teach leadership skills, promote harmonious group interaction, or to provide informed leaders.
- c. Other training activities and expenses meant to assist in providing employees with better representation regarding wages, hours, and working conditions.

6. Lobbying Activities

Legislative or administrative lobbying activities are chargeable when the effort is to secure the ratification or implementation of a collective bargaining agreement.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE EXPENSES (CONTINUED)

7. Litigation, Administrative, and Agency Proceedings

SEIU Healthcare 775 NW litigation expenses are chargeable if they are related to:

- a. Internal Union governance or administration.
- b. The Union's rights and responsibilities as a bargaining representative (for example, duty of fair representation issues, unit clarifications, jurisdictional issues.)
- c. The negotiation and administration of a collective bargaining agreement, or other matters concerning represented employees' working conditions and terms of employment.
- d. A Legal counsel's retainer is fully chargeable.

8. Publications

- a. Contracts, training manuals, constitution and bylaws, administrative or operating materials, convention materials, internal Union election materials, or any other materials relating to internal Union administration or governance, to collective bargaining activities, or to representational duties.
- b. Except for those printing expenses identified in 8(a), printing expenses are allocated between chargeable and nonchargeable on the basis of the allocation of salary expenses.

9. Any Other Activity Directly Related to Negotiation, Administration, or Enforcement of Collective Bargaining Agreements.

NONCHARGEABLE ACTIVITIES

The following are examples of nongermane, nonrepresentational activities that are fully nonchargeable to fee objectors, except those that are allocated between chargeable and nonchargeable as specified.

10. Per Capita Taxes

Per capita payments paid to SEIU are allocated between chargeable and nonchargeable according to the calculations set forth in the SEIU audit.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE EXPENSES (CONTINUED)

11. Political Activities, Partisan or Nonpartisan:

- a. Voter registration drives.
- b. Political education fundraising and related activities; political action committee contributions, activities and expenses.
- c. Attending political dinners, conferences, and similar gatherings.
- d. All political contributions of any kind to any political campaign, whether it be a financial contribution, free use of Union staff, data processing support, or the use of Union equipment or facilities.
- e. Training sessions and conferences related to political action.

12. Activities Primarily Directed to Persons Not Represented by the Union:

- a. Contributions to any organization outside the International and its affiliated locals, including charitable contributions, contributions to outside activities carried out for general social welfare.
- b. Affiliation fees, contributions, and per capita payments to all labor organizations other than SEIU.
- c. Dues to outside organizations.
- d. International or foreign affairs, including hosting foreign visitors, international trade union activity or international relief.
- e. Public information and public relations, news releases, and similar efforts not in support of collective bargaining. For example, public relations directed primarily at persons not represented by the Union and activities seeking community goodwill.
- f. Meetings and conventions of other labor organizations, except to the extent they provide information directly related to the working conditions of represented employees, to Union administration, or to the rights and responsibilities of the International and its locals as bargaining representatives.
- g. Public affairs conferences, community organizing activities, media events, committees, meetings, seminars, educational programs, if political, ideological, or unrelated to employee representation or Union administration.

SEIU HEALTHCARE 775NW
NOTES TO STATEMENT OF EXPENSES AND ALLOCATION BETWEEN CHARGEABLE
AND NONCHARGEABLE EXPENSES – MODIFIED CASH BASIS
DECEMBER 31, 2012

NOTE 3 DESCRIPTIONS, SIGNIFICANT FACTORS, AND ASSUMPTIONS USED IN THE ALLOCATION OF EXPENSES BETWEEN CHARGEABLE AND NONCHARGEABLE EXPENSES (CONTINUED)

13. Organizing:

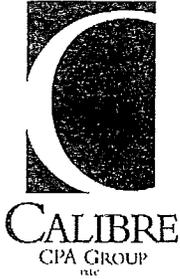
All organizing expenses aimed at defending or obtaining the right to serve as the exclusive representative of units of employees, except where they are rendered directly relevant to collectively bargaining wages and benefits by statute or agreed-upon contract language that bases a represented bargaining unit's wage and benefits levels, in whole or in part, on wage and benefit levels prevailing in comparator jurisdictions including ones in which organizing activities are being conducted.

14. Expenses of Legislative or Lobbying Activities Not Meeting the Standard of Paragraph 6 Above.

15. Litigation, Administrative and Agency Proceedings Not Meeting the Standard of Paragraph 7 Above.

16. Members-only Benefits and Expenses:

Members-only events and members-only publications. The exceptions to this "members-only" rule include Union conventions, Union meetings, contract ratification activities and other activities of Union self governance which, although restricted to Union members, are necessary to the Union's maintenance of its associational existence. All such expenses are chargeable. See Paragraph 4 above.



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REPORT OF INDEPENDENT AUDITORS

The International Executive Board of the
Service Employees International Union, CTW, CLC

We have audited the accompanying consolidated statement of expenses and allocation between chargeable expenses and non-chargeable expenses - Series 2 of the Service Employees International Union, CTW, CLC - United States Division (the International Union) for the year ended December 31, 2012.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of this consolidated statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the consolidated statement that is free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the consolidated statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The total expenses reflected in Column A of the consolidated statement agree to the expenses in the audited consolidated financial statement of the International Union for the year ended December 31, 2012, as modified to remove certain expenses, as detailed on the consolidated statement of expenses and allocation between chargeable expenses and non-chargeable expenses - series 2. The allocation of expenses between chargeable (Column B) and non-chargeable (Column C) is based on the definitions and significant factors and assumptions described in Notes 2 and 3.

Opinion

In our opinion, the consolidated statement referred to above presents fairly, in all material respects, the consolidated expenses of the Service Employees International Union, CTW, CLC for the year ended December 31, 2012, modified as discussed in the preceding paragraph and the allocated expenses between chargeable and non-chargeable expenses, on the basis of the definitions and significant factors and assumptions described in Notes 2 and 3.

This report is intended solely for the information and use of the Service Employees International Union, CTW, CLC and its agency fee payers and is not intended to be and should not be used by anyone other than those specified parties

Calibre CPA Group, PLLC

Bethesda, MD
August 26, 2013

SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC
UNITED STATES DIVISION

CONSOLIDATED STATEMENT OF EXPENSE AND
ALLOCATION BETWEEN CHARGEABLE AND NON-CHARGEABLE EXPENSES
SERIES 2

YEAR ENDED DECEMBER 31, 2012

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>	
	Total Expenses	Chargeable Expenses	Non-chargeable Expenses	Note
EXPENSES				
Program expenses				
Representation and organizing program				
Organizing Fund	\$ 54,307,591	\$ 11,763,816	\$ 42,543,775	3a
Health Care Division	27,666,776	17,108,959	10,557,817	3a
Public Division	13,402,473	6,535,405	6,867,068	3a
Property Services Division	9,279,634	8,176,470	1,103,164	3a
South/Southwest Division	10,915,178	7,776,936	3,138,242	3a
Global organizing	1,107,294	232,163	875,131	3a
Research	2,934,138	1,857,898	1,076,240	3a
Capital stewardship	2,758,569	1,659,695	1,098,874	3a
Total representation and organizing	<u>122,371,653</u>	<u>55,111,341</u>	<u>67,260,312</u>	
Membership services:				
Politics	7,094,782	-	7,094,782	3b
Political Education	55,654,714	-	55,654,714	3c
Committee on Political Education	25,536,766	-	25,536,766	3d
Government Relations	11,482,646	2,534,146	8,948,500	3e
Field Information Services	3,507,855	2,734,837	773,018	3f
Contributions & Affiliate Support	8,467,511	6,906,758	1,560,753	3g
Member Leadership Program	4,377,111	-	4,377,111	3h
Union Communication	6,817,660	5,005,617	1,812,043	3i
Convention & Conferences	12,170,802	12,170,802	-	3j
Strike & Defense Fund	7,436,378	7,436,378	-	3k
SEIU Canada	9,043,071	9,043,071	-	3l
Total membership services	<u>151,589,296</u>	<u>45,831,609</u>	<u>105,757,687</u>	
Total program services	<u>273,960,949</u>	<u>100,942,950</u>	<u>173,017,999</u>	
Administrative expenses				
IEB and Leadership support	11,848,419	10,225,530	1,622,889	3m
Field operations support	3,084,793	2,718,266	366,527	3n
Legal	6,209,691	3,433,917	2,775,774	3o
Finance	4,959,024	2,108,109	2,850,915	3p
Information Technology	5,640,104	2,397,640	3,242,464	3q
Administrative Support	4,711,866	2,003,041	2,708,825	3r
Union Administration	9,310,238	3,957,835	5,352,403	3s
Building expenses	10,306,509	4,381,355	5,925,154	3t
Total administrative expenses	<u>56,070,644</u>	<u>31,225,692</u>	<u>24,844,952</u>	
Total operating expenses	<u>330,031,593</u>	<u>132,168,642</u>	<u>197,862,951</u>	
Less:				
Canadian expenses paid directly from Canadian per-capita taxes	(9,043,071)	(9,043,071)	-	
Political expenses paid from voluntary contributions	(25,536,766)	-	(25,536,766)	
Total expenses, as modified	<u>\$ 295,451,756</u>	<u>\$ 123,125,571</u>	<u>\$ 172,326,185</u>	
	<u>100.00%</u>	<u>41.67%</u>	<u>58.33%</u>	

See accompanying notes to statement.

**SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC
UNITED STATES DIVISION**

NOTES TO CONSOLIDATED STATEMENT OF EXPENSES AND
ALLOCATION BETWEEN CHARGEABLE EXPENSES
AND NON-CHARGEABLE EXPENSES
SERIES 2

DECEMBER 31, 2012

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Method of Accounting - The consolidated statements has been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Basis of Presentation - The accompanying consolidated statement of expenses and allocation between chargeable and non-chargeable expenses was prepared for the purpose of determining the fair share cost of services rendered by the Service Employees International Union, CTW, CLC - United States Division (the International Union) for employees represented by, but not members of, the International Union and its affiliated local unions. This statement is not intended to be a complete presentation of the International Union's financial position, or changes in its net assets and its cash flows in accordance with generally accepted accounting principles.

Consolidation - The accompanying consolidated statement includes the accounts of the United States Division and 1800 Massachusetts Avenue Corporation, a not-for-profit corporation formed to be a title-holding corporation for the International Union's existing headquarters building. All significant intercompany balances and transactions have been eliminated in consolidation.

Tax Status - The United States Division is exempt from Federal income taxes, except on net income, if any, from unrelated business activities, under Section 501(c)(5) of the Internal Revenue Code. 1800 Massachusetts Avenue Corporation is exempt from income tax, except on net income, if any, from unrelated business activities, under Section 501(c)(2) of the Internal Revenue Code.

Subsequent Events Review - Subsequent events have been evaluated through August 26, 2013, which is the date the financial statements were available to be issued. This review and evaluation revealed no new material event or transaction which would require an additional adjustment to or disclosure in the accompanying financial statements.

NOTE 2. DEFINITIONS

The following definitions of chargeable and non-chargeable expenses are based on existing law and the International Union's interpretation of court cases.

- a. Chargeable Expenses - Chargeable expenses are those incurred by the International Union that reflect the share of the costs of operations of the International Union which are considered necessarily and reasonably incurred for the purpose of assisting local unions in the performance of their duties as a representative of the employees in dealing with the employer on labor management issues, including the costs of: negotiating and administering the collective bargaining contract; settling grievances and disputes by mutual agreement, or in arbitration, court or otherwise; activities and undertakings normally and reasonably employed to implement the duties of the local union as representative of the employees in the bargaining unit; and the maintenance of the International Union's and local unions' existence. The following are examples of expenditures classified as chargeable: preparation for and negotiations of collective bargaining agreements; contract administration including investigating and processing grievances; meetings, conferences, administrative, arbitral and court proceedings and pertinent investigation and research in connection with work-related subjects and issues; handling work-related problems of employees; organizing employees of employers in competitive markets where SEIU already represents employees in the same markets; and providing legal, economic, and technical expertise on behalf of employees in all work-related matters.
- b. Non-Chargeable Expenses - Non-chargeable expenses are those expenses incurred by the International Union for the benefit and advancement of represented employees and their union which are not considered representational activities for non-members. Non-chargeable activities include those services that are ideological or political in nature; those that are exclusively for the benefit of full union members; and those that otherwise are not considered germane to the collective bargaining process.

Activities that are classified as non-chargeable include the following: legislative and government activities outside the limited context of contract ratification or implementation; public relations and other efforts directed towards functional activities that are not considered germane to the collective bargaining process; political activity expenses which include support at the Federal, state, or local level; donations; per capita tax fees paid to a labor organization; organizing employees of units of government, and employees of employers in markets where SEIU does not already represent employees; and the cost of benefits that are not available to non-members.

NOTE 3. SIGNIFICANT FACTORS AND ASSUMPTIONS USED IN THE ALLOCATION OF CONSOLIDATED EXPENSES BETWEEN CHARGEABLE AND NON-CHARGEABLE

- a. Representation and organizing expenses - Representation and organizing expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.
- b. Politics, government and community - Expenses related to politics have been determined to be fully non-chargeable.
- c. Political education - These expenses relate entirely to political and legislative activities and are considered to be fully non-chargeable.
- d. Committee on political education - Expenses incurred by the Committee on Political Education and the Political Education and Action Funds relate entirely to political and legislative activities and are considered to be fully non-chargeable. The total expenses as reported in the audited consolidated financial statement have been modified to remove from expenses the political expenses paid from voluntary contributions.
- e. Government relations - These expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.
- f. Field information services - These expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.
- g. Contributions and affiliate support - These expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.
- h. Member leadership program - These expenses related entirely to member-only activities and are considered to be fully non-chargeable.
- i. Union communication - These expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.

NOTE 3. SIGNIFICANT FACTORS AND ASSUMPTIONS USED IN THE ALLOCATION OF CONSOLIDATED EXPENSES BETWEEN CHARGEABLE AND NON-CHARGEABLE (CONTINUED)

- j. Convention Fund - Expenses for the International Union's convention are considered to be fully chargeable.
- k. Strike and Defense Funds - Expenses of the strike and defense funds include financial assistance to local unions involved in legitimate strikes and lockouts, in defending the integrity and welfare of the local unions, and in providing financial assistance for educational programs including advertisements, leaflets, handbills, and other media-based messages concerning contract ratification. All expenses of the strike and defense funds are considered to be fully chargeable.
- l. SEIU Canada - Expenses incurred by the SEIU Canadian Division.
- m. IEB and Leader Support - These expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.
- n. Field operation support- These expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.
- o. Legal - These expenses are allocated to chargeable and non-chargeable expenses based on either the allocation of personnel costs which have been determined through a time study or the nature of the expense for non-personnel costs.
- p. Finance - These expenses are allocated to chargeable and non-chargeable expenses based on the chargeable and non-chargeable percentages of the program service expenses, IEB and Leadership support, field operations support and legal expenses.
- q. Information Technology - These expenses are allocated to chargeable and non-chargeable expenses based on the chargeable and non-chargeable percentages of the program service expenses, IEB and Leadership support, field operations support and legal expenses.
- r. Administrative Support - These expenses are allocated to chargeable and non-chargeable expenses based on the chargeable and non-chargeable percentages of the program service expenses, IEB and Leadership support, field operations support and legal expenses.

NOTE 3. SIGNIFICANT FACTORS AND ASSUMPTIONS USED IN THE ALLOCATION OF CONSOLIDATED EXPENSES BETWEEN CHARGEABLE AND NON-CHARGEABLE (CONTINUED)

- s. Union Administration - These expenses are allocated to chargeable and non-chargeable expenses based on the chargeable and non-chargeable percentages of the program service expenses, IEB and Leadership support, field operations support and legal expenses.
- t. Building expenses - These expenses are allocated to chargeable and non-chargeable expenses based on the chargeable and non-chargeable percentages of the program service expenses, IEB and Leadership support, field operations support and legal expenses.

45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit B

The Honorable Marsha J. Pechman

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

PAMELA CENTENO, <i>et al.</i> ,)	Case No.: 2:14-cv-00200-MJP
)	
Plaintiffs,)	DECLARATION OF ADAM
)	GLICKMAN IN SUPPORT OF
v.)	SEIU HEALTHCARE 775NW'S
)	OPPOSITION TO PLAINTIFFS'
KEVIN QUIGLEY, <i>et al.</i> ,)	MOTION FOR CLASS
)	CERTIFICATION
Defendants.)	
<hr/>		NOTE DATE: MARCH 27, 2015

I, Adam Glickman, declare as follows based on personal knowledge:

1. I am the Secretary-Treasurer and Director of Public Affairs at SEIU Healthcare 775NW ("SEIU 775" or "Union"). I have been working with Washington state home care workers since 2001, when I was hired by the Service Employees International Union ("SEIU") to help run a legislative and ballot measure campaign to establish the Washington State Home Care Quality Authority. I remained on SEIU's staff until 2004 when I joined the staff of the newly formed SEIU 775. I served as the elected Vice President of the Union from 2007 through July 2012.

2. As Director of Public Affairs, my work includes directing the Union's political and lobbying activities.



1 3. As the Secretary-Treasurer, I am an elected, constitutional officer
2 of the Union. Some of my primary duties are maintaining the books and records of
3 the Union, including membership data, ensuring an accurate record of all dues
4 payments and other revenue, overseeing our annual audit reports and monthly
5 financial reports.
6

7 4. On November 6, 2001, the People of Washington approved the
8 Washington In-Home Care Services Initiative, Initiative Measure 775 (“Initiative
9 775”). Initiative 775 established a single statewide IP bargaining unit that now
10 bargains directly with the Governor through the Office of Financial Management.

11 5. In August 2002 the IP bargaining unit voted 84% for union
12 representation. The first IP collective bargaining agreement (“CBA”) was signed
13 in January 2003.
14

15 6. Until the Supreme Court’s decision in *Harris v. Quinn*, 134 S. Ct.
16 2618 (2014), article 4 of the CBA between SEIU 775 and the State included a
17 union security clause that required the State to deduct either member dues or non-
18 member agency fees from the paychecks of IPs, as authorized by RCW
19 41.56.122(1) and RCW 41.56.113(1)(a).
20

21 7. At the insistence of the State, all collective bargaining agreements
22 between the State and SEIU 775 since 2003 have contained an indemnification
23 provision regarding the deduction of dues.

24 8. At all times relevant to the plaintiffs’ complaint, SEIU 775 has
25 treated all IPs as Union members as long as they are paying full Union dues. There
26
27

1 is no requirement that an IP complete or sign any document to be a Union member
2 if the IP is paying monthly Union dues.

3 9. The State of Washington plays no role in SEIU 775's internal
4 membership decisions.

5 10. Attachment A is a true and correct copy of the portions of the SEIU
6 775 Constitution and By-Laws that set forth the requirements for Union
7 membership.

8 11. Approximately 28,000 of the 34,000 current IPs have signed formal
9 membership cards. This translates to 82 percent of the bargaining unit.

10 12. All SEIU 775 members enjoy the same rights and privileges of
11 Union membership, including the right to run for office; to vote in officer
12 elections; to vote on amendments to the Union Constitution and Bylaws; to vote to
13 ratify or reject proposed CBAs; and to determine SEIU 775's dues rates.

14 13. SEIU 775 does not differentiate among its members based on
15 whether they have filled out a membership application or card.

16 14. IPs have never been required to join SEIU 775 as a condition of
17 employment.

18 15. Up until the Supreme Court's decision in *Harris v. Quinn*, IPs who
19 did not wish to be Union members could (1) pay an agency fee that was the
20 equivalent of full monthly membership dues but decline membership; (2) object to
21 paying the full agency fee equivalent of dues and instead pay the reduced *Chicago*
22 *Teachers Union v. Hudson*, 475 U.S. 292 (1986), agency fee objector rate (which
23 is about 60 percent of membership dues); or (3) object to the agency fee based on
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1 religious objector grounds and pay the equivalent of full member dues to a charity
2 of his or her choice.

3 16. The Union passed on all money it received from religious objectors
4 to their designated charities.

5 17. Prior to the Supreme Court's decision in *Harris*, the Union sent
6 newly hired IPs a notice explaining their rights and obligations under the union
7 security clause including (1) their right to opt-out of union membership and pay an
8 agency fee and (2) their right to object to paying the full agency fee.

9 18. A true and correct copy of a typical example of the notice sent to
10 new hires with its *Hudson* notice before the *Harris* decision is Attachment B
11 hereto.

12 19. SEIU 775 members were annually sent notices informing of their
13 rights to withdraw from union membership using the membership resignation
14 process and pay agency fees instead.

15 20. True and correct copies of the notices sent in December 2012 for the
16 2013 year and in December 2013 for the 2014 year are Attachment C hereto.

17 21. The day after the U.S. Supreme Court decided *Harris v. Quinn*,
18 SEIU 775 asked the State of Washington to cease agency fee or religious objector
19 deductions for the 0.5% of the IP bargaining unit who had objected to paying dues.
20 This included plaintiffs Routh and Hoffman.

21 22. Because the applicability of the *Harris* decision to IPs in
22 Washington was unresolved, the State and SEIU 775 entered into a Memorandum
23

1 of Understanding (“MOU”) that modified certain articles of the operative 2013-
2 2015 CBA. A true and correct copy of that MOU is Attachment D thereto.

3 23. In August 2014, SEIU 775 notified all current IPs who had not
4 previously objected, regardless of whether they signed a membership card, that
5 they are not required to be Union members or to financially support the Union.
6

7 24. In January 2015, the Union repeated the notice to the 16 percent of
8 the IP bargaining unit who had not either signed a card or previously objected.

9 25. Since July 1, 2014, only 732 IPs have objected to joining or
10 financially supporting the Union – *just two percent of the IP unit*. Plaintiffs Eby
11 and Olson were among this 2%.
12

13 26. According to the Union’s records, of the 43,000 IPs who paid
14 membership dues during the proposed Class period without first signing a card, at
15 least 20,000 of them subsequently signed a card.

16 27. Over 1,100 of the more than Union 4,100 members who voted on
17 the 2011 CBA had not signed membership cards at the time of that election.

18 28. More than 1,200 of the over 5,700 Union members who voted on
19 the 2013 CBA had not signed membership cards at the time of that election.

20 29. These CBAs were overwhelmingly approved: 98.5% of voting
21 Union members approved the 2011 CBA and 99.3% voted in favor of the 2013
22 CBA.
23

24 30. More than 2,200 IPs who were Union members but had not signed
25 cards voted in the 2012 election to set the level of Union dues.
26
27

1 31. More than 2,400 IPs who were Union members but had not signed
2 cards voted in the 2011 Emergency Fund election.

3 32. About 20 percent of the members who voted in the 2011 and 2013
4 Union officer elections had not signed cards.

5 33. In the months following the *Harris* decision, the Union reached out
6 to members to request that they return signed membership cards. Approximately
7 5,300 people signed SEIU 775 membership cards for the first time during that
8 outreach.

9 34. Attachment E is a true and correct copy of the language that has
10 appeared on the SEIU 775 membership card since July 1, 2014.

11 35. For the years 2011-2014, approximately \$19.9 million in Union
12 dues came from members who had not previously signed cards.

13 36. Over this same period, the Union only collected about \$26,000 in
14 agency fees.

15 37. SEIU 775 received approximately \$17.6 million in IPs dues and
16 fees in 2014.

17 38. The only source of funds SEIU 775 would have to pay such a
18 judgment, if the action were successful, is the dues of current and future Union
19 members. Current and future members would also have to pay SEIU's legal fees in
20 defending a class action.

21 39. According to Union records, there are approximately 13,500
22 current IPs who, during the proposed Class period, paid Union dues without first
23 signing a card, who then subsequently signed a card.

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40. IPs frequently come in and go out of the bargaining unit.

41. The Union has substantially increased IP wages and improved their working conditions.

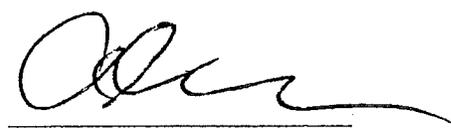
42. Wages for IPs have gone from \$7.18 before the union was organized in 2002 to an average of more than \$12/hour today.

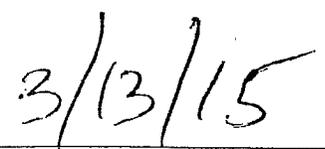
43. IPs now have a wage scale with automatic increases based on experience, paid time off, mileage reimbursement, and workers compensation coverage – none of which IPs had before they had a union contract.

44. IPs get high quality affordable health insurance if they work more than half-time.

45. If the SEIU 775 new contract is funded by the Legislature this spring, the average IP wage will go up to more than \$14/hour, and IPs will get a retirement benefit for the first time.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.


Adam Glickman


Date



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CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2015, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel/parties of record. I hereby certify that no other parties are to receive notice.

By: /s/ Michael C. Subit
Michael C. Subit, WSBA # 29189
Attorneys for Defendant SEIU
Healthcare 775NW
FRANK FREED SUBIT & THOMAS LLP
705 Second Avenue, Suite 1200
Seattle, WA 98104
msubit@frankfreed.com



ATTACHMENT A

SEIU Healthcare 775NW

Constitution and Bylaws

As adopted and ratified by the Founding Convention of SEIU 775, held on January 11, 2004 and approved by SEIU on February 27, 2004, and as amended

- at the second Annual Convention February 27, 2005;
- at the third Annual Convention January 15, 2006;
- by a vote of the membership on November 16, 2006;
- at the fourth Annual Convention February 19, 2007;
- by a vote of the membership on January 30, 2008;
- at the fifth Annual Convention on September 15, 2008;
- at the seventh Annual Convention September 11, 2010;
- at the eighth Annual Convention on September 11, 2011;
- at the ninth Annual Convention on September 8, 2012; and
- most recently amended at the tenth Annual Convention on September 7, 2013, and approved by SEIU on October 31, 2013.



2. Help workers form unions and other powerful organizations.
3. Hold politicians accountable.
4. Bargain strong contracts and provide quality services and benefits.
5. Advance pro-worker policy through influencing government, industry, and public opinion.
6. Build strategic partnerships.
7. Govern the Union democratically and use our resources responsibly.
8. Adapt. Innovate. Create.

Article 2 – Membership

2.1 Regular Membership. A regular member is any individual employed in a bargaining unit for which the Union is the recognized bargaining agent for matters relating to wages, hours and other term and conditions of employment, any health care worker covered by a service agreement between SEIU Healthcare 775NW and another SEIU Union, or any union officer or employee of SEIU Healthcare 775NW who is not represented for the purposes of collective bargaining by another Union.

By action of the Executive Board of SEIU Healthcare 775NW, the following individuals may be admitted to regular membership: persons employed by the Union's benefit funds and other Union-sponsored organizations, any worker who is actively engaged in an organizing campaign seeking recognition for SEIU Healthcare 775NW as the exclusive bargaining representative, and officers or employees of SEIU International.

2.2 Associate Membership. Associate Membership is open to other persons who support the mission, vision and values of SEIU Healthcare 775NW. Associate members shall enjoy all rights and bear all responsibilities outlined in this Constitution and Bylaws, except that they may not run for or hold elected union office, vote in union elections or vote on referenda of any kind, or file charges before a trial body, and may be suspended or expelled from membership by vote of the Executive Board without appeal. Associate members may attend and, when recognized by the Chair, participate in Union meetings as observers. The Executive Board may deny associate membership requests.

2.3 Other categories of membership. The Executive Board may designate other categories of membership so long as they are in accordance with the International Constitution.

2.4 Membership in Good Standing. In order to exercise the rights and privileges of union membership, members of the Union shall maintain their membership in good standing by remittance payment of full monthly dues, assessments and/or any other payments owed prior to the last business day of each month.

Members who are temporarily out of work due to lay-off by their employer may retain their membership in good standing by remittance payment of at least the minimum dues set by the International Union Constitution and Bylaws by the last business day of each month. Members who are out of work for longer than six full months shall no longer be eligible for Regular Membership under Article 2.1 of this Constitution and Bylaws, but, beginning the seventh calendar month from their lay-off, shall remain eligible for Associate Membership under the terms and conditions of Article 2.2, above, provided that they continue to pay the monthly dues required by Article 3.3 of this Constitution and Bylaws.

All members of the Union are under a positive duty to see that their dues, assessments and/or any other payments owed are remitted on or before the last day of the month in which the same are due at the main or designated office of the Union.

The failure of a steward, representative, or any officer of the Union to appear or to collect the dues, assessments and/or any other payments owed shall not in any manner excuse the member from his or her obligations to pay his or her obligation on or before the due date at the main or designated office of the Union.

A member who is not in good standing at the time the Union determines eligibility to vote or be elected to office in a union election shall not be unreasonably denied the right to vote if, through no fault of the worker, his or her employer has failed to deduct and transmit dues to the Union.

2.5 Suspension from and Readmission to membership. Any member failing to pay dues, assessments and/or any other payments owed to the Union on or before the last business day of the month in which the same are due, shall stand automatically suspended from membership in this Union, and from all rights and privileges of such membership.

Any suspended member may be readmitted to membership upon payment of back and current obligations, but in no event shall such readmission restore any privileges or benefits.

Any member who fails to pay dues, assessments and/or any other payments owed because he or she is not working and is suspended for such non-payment shall be readmitted without payment, but in no event shall such readmission restore any privileges or benefits.

A suspended member who is readmitted to membership shall, from the date of such readmission be considered the same as a new member.

2.6 Nondiscrimination. There shall be no discrimination against any member, or any applicant for membership by reason of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age, or disability.

2.7 Membership duties and obligations. Every member, by virtue of his or her membership in this Union is obligated to adhere to and follow the terms of the International Constitution, this

Constitution, and the working rules promulgated in accordance with this Constitution, with respect to his or her rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

2.8 Authorization to act as exclusive bargaining representative. Every member, by virtue of his or her membership in this Union, authorizes this Union to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her employer governing terms and conditions of employment, to determine the method for ratification or rejection of collective bargaining agreements, to determine the method for authorization of a strike or job action and to act for him or her and have final authority in presenting, processing, and adjusting any grievance, difficulty, or dispute arising under any collective bargaining agreement or out of his or her employment with such employer, in such manner as this Union or its officers deem to be in the best interests of this Union. This Union and its officers, representatives, and agents may decline to process any such grievance, complaint, difficulty, or dispute, if in their discretion and judgment such grievance, complaint, or dispute lacks merit.

2.9 Dual Unionism. No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, or shall slander or libel this Union, its members, or its officers, and shall not be a party to any activity to secure the disestablishment of this Union as the collective bargaining agent for any employee.

2.10 Bill of Union Member Rights and Responsibilities in the Union.

- The right to have opinions heard and respected, to be informed of Union activity, to be educated in union values and union skills.
- The right to choose the leaders of the Union in a fair and democratic manner.
- The right to a full accounting of Union dues and the proper stewardship over Union resources.
- The right to participate in the Union's bargaining efforts and to reject or to approve collective bargaining agreements.
- The right to have members' concerns resolved in a fair and expeditious manner.
- The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's co-workers and all workers.
- The responsibility to be informed about the internal governance of the Union and to participate in the conduct of the Union's affairs.
- The responsibility to contribute to the support of the Union.
- The responsibility to treat all workers and members fairly.
- The responsibility to offer constructive criticism of the Union.

2.11 Fines, Penalties, and Expulsion. No regular member of this Union shall be fined, penalized, or permanently expelled from membership except as a result of charges and penalties determined pursuant to Article 12 of this Constitution and Bylaws.

ATTACHMENT B



SEIU Healthcare 775NW

President: David Rolf • Secretary-Treasurer: Suzanne Wall
Vice President: Adam Glickman-Flora

Member Resource Center (toll-free): 1 (866) 371-3200
33615 First Way South • Ste. A • Federal Way, WA 98003
(253) 815-3700 • Fax: (253) 815-3701 • www.seiu775.org • mrc@seiu775.org

[Date]

Dear [First Name],

Welcome to SEIU Healthcare 775NW and to your new job as a union-represented long-term care worker with [Employer/WK Location]. Our union represents 43,000 long-term care workers throughout Washington State and Montana.

Join SEIU Healthcare 775NW today by mailing back the enclosed membership form.

Home care and nursing home workers have joined with SEIU Healthcare 775NW to have a stronger voice for living wages, good benefits, and quality care for our residents and clients.

By joining together, home care and nursing home workers have made a real difference – for example, we have won more than \$400 million in new funding for wage and benefit improvements for home care and nursing home workers.

We are working with nursing home owners and operators and our allies in the senior, disability, and advocacy movements to ensure quality care for nursing home residents, and jobs with living wages and benefits for nursing home workers. Workers in union-represented nursing homes have a voice in advocating for residents as well as for on-the-job improvements through our Labor-Management Committees.

But our work has just begun. We need to have a strong voice in advocacy until long-term care workers earn the wages and benefits we need and until the people we care for get the quality care they deserve. Our Annual Report has more information about our goals and victories. To do that, we need your help. Politicians and managers only listen when we are united together, raising our voices to hold them accountable and to demand change.

There are two ways you can help today:

- **Join SEIU Healthcare 775NW as a full member.** Long-term care workers have a stronger voice if we are united together. By signing a membership card, you will be adding your voice to the fight for living wages, good benefits, and quality care.
- **Register to Vote.** Politicians decide how much funding to provide to home care and programs for the elderly and people with disabilities. We can help hold politicians accountable if we register to vote. Please send your voter registration form to the Secretary of State's office.

Our mission is to unite the strength of all long-term care workers,
to improve the lives of working people, and lead the way to a more just and humane world.

New Employee Letter (U-1)
[Date]
Page 2 of 2

The collective bargaining agreement between SEIU Healthcare 775NW and [Employer] contains a union security clause that requires as a condition of your employment that you make monthly payments to the Union. Your union security fee is [Percent] of your gross monthly wages (\$[Converted Percent] for every \$100) or a minimum rate of \$[Minimum]/month and is determined by a constitutional vote of our membership.

Just by making these payments, SEIU Healthcare 775NW's Constitution and Bylaws automatically grants you membership in the union. Although you need not sign a membership card to be a member, we encourage you to do so.

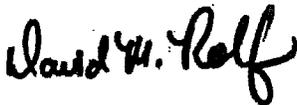
Signed membership cards will result in greater bargaining strength in negotiations, leading to higher wages and better benefits and working conditions. Information about union benefits, contracts, our Convention and Leadership Conference and other opportunities to participate may also be found online at www.seiu775.org. You need not be a member of SEIU Healthcare 775NW and may decline membership at any time. However, you are still obligated to make your monthly union security payment as a condition of your employment. Dues will start coming out of your paycheck soon.

If you have questions about SEIU Healthcare 775NW, or want to know how you can help build a strong voice for long-term care workers, call our Member Resource Center toll-free at (866) 371-3200, send us an email at mrc@seiu775.org. MRC representatives speak English, Russian, Spanish, Korean, and Vietnamese are available 7 am to 7 pm PST. Translation is also available in other languages. If you call, give the representative your Member ID number: [Member ID]. It's also located on the address label, above your name. Or visit our website at www.seiu775.org. You can also join us on Facebook at www.facebook.com/775nw.

Welcome to SEIU Healthcare 775NW. Together, we're stronger – for ourselves, for our families and communities, and for the people for whom we provide care

We look forward to hearing from you.

In solidarity,



David Rolf, President

**NOTICE TO SEIU HEALTHCARE 775NW REPRESENTED EMPLOYEES
IN HOME CARE AND ADULT DAY HEALTH BARGAINING UNITS SUBJECT TO UNION SECURITY OBLIGATIONS**

- Для получения этого извещения на русском языке, пожалуйста, напишите секретарию-назначеню по адресу: SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- 이 정보를 한국어로 원하시면 저희 총무부장님에게 편지를 보내주세요. SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- Kung kailangan ninyo itong abiso sa tagalog, sumulat po kayo sa tresurera/sekretarya nang SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- Nếu quý vị có cần bức thư này bằng tiếng Việt xin gửi một lá thư cho Tổng Giám Đốc Tài Chính của công đoàn SEIU Healthcare 775NW ở địa chỉ 215 Columbia St, Seattle, WA 98104.
- Para obtener esta notificación en español, por favor escriba a la: Secretaria-Tesorera, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.

Your obligations under a union security clause: If the collective bargaining agreement between SEIU Healthcare 775NW ("Union") and your employer contains a union security clause that requires as a condition of employment that you remit full monthly membership dues (or the monetary equivalent of full membership dues) to the Union within the 30 days following either the first pay period or the effective date of employment, whichever is later, this notice applies to you. This union security obligation applies to you as a private sector employee subject to the National Labor Relations Act, 29 U.S.C. §151 et seq., or as an Individual Provider subject to Washington's Public Employees' Collective Bargaining Act, and specifically RCW 41.56.113. This notice and the accompanying materials are applicable to "agency fees" (which are the monetary equivalent of full membership dues) collected for the period January 1 through December 31, 2014 (the "2014 fee year"). The purpose of this notice is to provide you with an explanation of the basis for the agency fee, your right to object to paying for certain expenditures and to challenge the calculation of the fee before a neutral decision-maker. It also informs you of the procedures for exercising these rights. Please read this notice carefully.

Your right to be a member of SEIU Healthcare 775NW: SEIU Healthcare 775NW's Constitution and Bylaws automatically grants you membership in the Union if you are employed in a bargaining unit for which the Union is the recognized bargaining agent for matters relating to wages, hours and other terms and conditions of employment. While you need not sign a membership card, we strongly encourage you to do so. Signing a card shows your active participation in the Union. The greater the participation of all Union employees, the stronger the Union; the stronger the Union, the better we can negotiate better wages, benefits and working conditions. Enclosed is a membership form for you to fill out, sign and return to SEIU Healthcare 775NW. To remain a member in good standing, you need only meet the financial obligations established by the Union's Constitution and Bylaws. Membership in SEIU Healthcare 775NW is valuable. Only members have the right to participate fully in the internal affairs of the Union, vote for union officers, run for union office, be involved in collective bargaining and vote to reject or ratify the collective bargaining agreement for your bargaining unit. Only members are entitled to receive the privileges of the union member-only benefits package including: discounted insurance, exclusive access to educational scholarships, discount programs for computers, health, dental, vision care and pharmacy prescriptions, access to low rate credit card and loan programs, free and discounted legal services, and other benefits. You can find more information at <http://www.seiu.org/a/members/benefits.php>. You are not required to be a member of the Union. To resign your membership, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. The letter should include your name, address, phone number, employer and work location, and state clearly that you wish to resign your membership. You may resign your membership at any time. You will lose all of the rights of Union membership described above. The Union will continue to represent you fairly. If you choose to resign your membership, you are still obligated to pay an agency fee to the Union. As a non-member agency fee payer, you will be entitled to choose between paying the full agency fee (the monetary equivalent of full membership dues) and paying a reduced objector agency fee, as discussed below.

Objector agency fee payer: As an agency fee payer, you have the right to object to providing financial support to union activities not germane to collective bargaining. Forty percent of the Union's expenditures in the most recently audited accounting year were devoted to activities not germane to collective bargaining. Those who object will be charged an objector agency fee which reflects only activities germane to collective bargaining, and thereby forfeit their membership in the Union. The basis for calculating the objector agency fee is explained below. If you wish to limit your obligation to paying the objector agency fee, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. The letter should include your name, address, phone number, employer and work location, and state clearly that you object to paying for expenses that are not germane to collective bargaining. If your objection is postmarked more than 40 days after this notice was mailed, you will remain obligated to pay the full, unreduced monthly agency fee incurred between the date on which this notice was mailed and the date on which your objection is received by the Union. If your objection is received after the 15th day of any month, it will not be processed until the following month.

How the objector agency fee was calculated: If you elect to object to those portions of the agency fee not attributable or germane to collective bargaining, you will be charged an objector agency fee equal to the proportionate share of the costs of collective bargaining, enforcement of the contract, and related activities. Both federal and state law provides for the collection of such fees and their collection has been upheld by the United States Supreme Court.

In calculating the objector agency fee, the Union has included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called chargeable activities: (1) Governing the Union, including union elections; (2) membership meetings and conventions; (3) gathering information in preparation for the negotiation of collective bargaining agreements; (4) gathering information from employees concerning proposals in collective bargaining; (5) negotiating collective bargaining agreements; (6) handling grievances of employees under collective bargaining agreements, enforcing collective bargaining agreements and representing employees under collective bargaining and related laws; (7) ratification of negotiated agreements; (8) public advertisement of the Union's position on the negotiation, ratification or implementation of collective bargaining agreements; (9) purchasing books, reports and periodical subscriptions used in negotiating and administering collective bargaining agreements; (10) lobbying for the ratification or implementation of collective bargaining agreements; (11) paying for the services of experts in labor law, economics, and other subjects used in negotiating and administering collective bargaining agreements; (12) conducting and sending staff and members to conferences and meetings concerning collective bargaining, contract administration and other matters relating to wages, hours and working conditions; (13) publishing those portions of newsletters and other literature distributed to employees relating to collective bargaining, contract administration and related matters; (14) preparation for and participation in impasse procedures including fact finding, mediation and arbitration, and other economic actions designed to secure favorable terms in collective bargaining, so long as the actions are legal; (15) the prosecution and defense of arbitration and litigation to obtain interpretation, implementation or enforcement of collective bargaining agreements and other litigation concerning bargaining unit employees normally conducted by an exclusive representative; (16) professional services, such as paying attorneys' fees for enforcing collective bargaining agreements and auditors' fees for conducting independent audits; (17) social and recreational activities open to all represented employees; and (18) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

In calculating the objector agency fee, the Union has not included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called non-chargeable activities: (1) Voter registration, get-out-the-vote efforts, and political campaigning; (2) supporting and contributing to not-for-profit or charitable organizations; (3) supporting and contributing to political organizations and candidates for public office; (4) supporting and contributing to ideological causes and committees, including ballot measures; (5) the public advertisement of the Union's position on issues other than negotiation, ratification, or implementation of collective bargaining agreements; (6) providing benefits available only to members; (7) organizing aimed at defending or obtaining the right to serve as the exclusive representative of bargaining units of employees, except where they are rendered directly relevant to collectively bargaining wages and benefits by statute or agreed-upon contract language that bases a represented bargaining unit's wage and benefits levels, in whole or in part, on wage and benefit levels prevailing in comparator jurisdictions including ones in which organizing activities are being conducted; (8) publishing those portions of newsletters and other literature distributed to employees relating to non-chargeable activities, including but not limited to those described above; and (9) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

A more detailed description of these categories of chargeable and non-chargeable expenditures is provided in the notes to SEIU Healthcare 775NW's "schedule of expenses and allocation between chargeable and non-chargeable expenses – modified cash basis December 31, 2012" and the SEIU's "consolidated statement of expense and allocation between chargeable expenses and non-chargeable expenses year ended December 31, 2012" (hereinafter the "year-end financial statements"). These year end financial statements itemize and describe the major categories of expenditures by SEIU Healthcare 775NW and by SEIU during calendar year 2012, and allocate those expenditures between chargeable and non-chargeable categories. Independent certified public accounting firms audited the financial statements and verified what percentage of the SEIU Healthcare 775NW and SEIU's expenditures in each of its major categories of expenditure were for chargeable and non-chargeable activities. The independent auditors issued reports containing unqualified opinions as to the year-end financial statements. The complete year-end financial statements (including the notes thereto) and audit reports thereon are enclosed with this notice.

According to the calculations contained in the auditors' reports and year-end financial statements, the Union may collect an objector agency fee equal to no more than 60% of the standard dues rate. Your standard union dues rate currently equals 3.2% of gross wages each month with a minimum dues charge of \$29.00 per month,¹ and is subject to change. Reflecting the above calculations, the Union has set the objector agency fee rate at 1.92% of gross wages each month, with a minimum objector agency fee, where applicable under the standards for the minimum dues charge (see fn. 1), in the amount of \$17.40 per month. This objector agency fee percentage shall remain in effect until December 31, 2014. If you submit an objection, as described above, you will be charged the objector agency fee equal to no more than 60% of the standard membership dues rate during the 2014 fee year or applicable portion thereof (as determined by when you submit your objection, as discussed above). If you do not submit an objection, you will be charged the equivalent of the standard union dues rate, including the minimum dues charge if applicable, during the 2014 fee year.

For Individual Providers paid directly by Washington State under DSHS-administered home care programs such as COPES, Medicaid Personal Care, and the Cap Waiver, the agency fee or the objector agency fee, whichever is applicable, will be automatically deducted by the state pursuant to RCW 41.56.113 and 41.56.122. As a private employee, the agency fee or the objector agency fee can be deducted from your paycheck by your employer pursuant to 29 U.S.C. § 158(a)(3). Private employees wishing to pay their financial obligation through an automatic payroll deduction must sign an authorization pursuant to 29 U.S.C. §186(c)(4). A signed membership card allows dues to automatically come out of your paycheck. Otherwise, you should arrange to make monthly payments in some other fashion. Call our Member Resource Center toll-free at 1-866-371-3200 to make arrangements.

You have the right to challenge the calculation of the objector agency fee. You must comply with the following procedures in order to do so. If you submit an objection but do not submit a timely challenge, as defined below, you will be charged the objector agency fee rate during the 2014 fee year.

A. Challenges. In order to challenge the amount of the objector agency fee, you must inform the Union in writing of your decision and send it to Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. Your challenge to the Union's calculation of the fee must be postmarked no later than 40 days after this notice was mailed and may be included in the same letter stating an objection to the fee. The letter must include your address, phone number, employer and work location and state that you are challenging the calculation of the objector agency fee. Challengers are requested, but not required, to include the grounds for the challenge and identify the categories of expenditure whose categorization by SEIU Healthcare 775NW as chargeable they wish to challenge, so that the Union may consider the basis for the challenge and determine whether it agrees that any further reduction in the fee is warranted.

B. Escrow. Upon receipt of a timely challenge, SEIU Healthcare 775NW will reduce the challenger's agency fee to the level of the objector fee and will place one-hundred percent of the challenger's objector agency fee into an interest-bearing escrow account, pending the resolution of the challenge. Although the Union believes the amount of the fee was correctly calculated, it will escrow that amount to insure that none of a challenger's funds are used for a non-chargeable purpose. The challenger's funds shall remain in the account until an arbitration award is issued or until SEIU Healthcare 775NW has resolved the challenge in favor of the challenger, and shall then be distributed to the Union and the challenger in accordance with the award or resolution.

C. Arbitration procedure. Challenges to the calculation of the objector agency fee shall be resolved by an independent arbitrator, unless SEIU Healthcare 775NW has resolved the pending challenges by determining that a further reduction in the fee is warranted, as requested by the challenger. The arbitrator shall be selected by the American Arbitration Association (AAA) and the arbitration shall be scheduled and conducted in accordance with the AAA's rules for impartial determination of union fees. The Union may consolidate all challenges into a single arbitration hearing. Upon receipt of a challenge, the Union will send the challenger a copy of these rules as well as any additional information concerning the challenge procedure. Challengers will be given written notice of the date, time and location of the hearing, and will have an opportunity to appear and state their objections to SEIU Healthcare 775NW's calculation of the agency fee. The Union will have the burden of proving that the calculation of the agency fee was proper. SEIU Healthcare 775NW will bear the entire administrative cost of the arbitration and the *per diem* fee of the arbitrator. Challengers choosing to be represented before the arbitrator shall bear the cost of such representation. The arbitrator shall have the authority to affirm or decrease the calculation of the objector agency fee. The decision shall issue within 30 days after submission of final arguments.

If you have any questions about this notice, about the agency fee, about resigning your Union membership or about your rights as a Union member, please call the Member Resource Center toll-free at 1-866-371-3200.

¹ The minimum dues rate applies to all regular members who work forty (40) hours or more in any given month, associate members, and members who are out of work due to lay-off.

ATTACHMENT C

**NOTICE TO SEIU HEALTHCARE 775NW REPRESENTED EMPLOYEES
IN HOME CARE AND ADULT DAY HEALTH BARGAINING UNITS SUBJECT TO UNION SECURITY OBLIGATIONS**

- Для получения этого извещения на русском языке, пожалуйста, напишите секретарю-казначее по адресу: 33615 First Way South, Suite A, Federal Way, WA 98003.
- 이 정보를 한국어로 원하시면 저희 총무부장님에게 편지를 보내주세요. SEIU Healthcare 775NW, 33615 1st Way S, Suite A, Federal Way, WA 98003.
- Kung kailangan ninyo itong abiso sa tagalog, sumulat po kayo sa tresurera/sekretarya nang SEIU Healthcare 775NW, 33615 1st Way S, Suite A, Federal Way, WA 98003.
- Nếu qui vị có cần bức thư này bằng tiếng việt xin gửi một lá thư cho Tổng Giám Đốc Tài Chánh của công đoàn SEIU Healthcare 775NW ở địa chỉ 33615 1st Way S, Suite A, Federal Way, WA 98003.
- Para obtener esta notificación en español, por favor escriba a la: Secretaria-Tesorera, SEIU Healthcare 775NW 33615 1st Way S, Suite A, Federal Way, WA 98003.

Your obligations under a union security clause: If the collective bargaining agreement between SEIU Healthcare 775NW ("Union") and your employer contains a union security clause that requires as a condition of employment that you remit full monthly membership dues (or the monetary equivalent of full membership dues) to the Union within the 30 days following either the first pay period or the effective date of employment, whichever is later, this notice applies to you. This union security obligation applies to you as a private sector employee subject to the National Labor Relations Act, 29 U.S.C. §151 et seq., or as an Individual Provider subject to Washington's Public Employees' Collective Bargaining Act, and specifically RCW 41.56.113. This notice and the accompanying materials are applicable to "agency fees" (which are the monetary equivalent of full membership dues) collected for the period January 1 through December 31, 2013 (the "2013 fee year"). The purpose of this notice is to provide you with an explanation of the basis for the agency fee, your right to object to paying for certain expenditures and to challenge the calculation of the fee before a neutral decision-maker. It also informs you of the procedures for exercising these rights. Please read this notice carefully.

Your right to be a member of SEIU Healthcare 775NW: SEIU Healthcare 775NW's Constitution and Bylaws automatically grants you membership in the Union if you are employed in a bargaining unit for which the Union is the recognized bargaining agent for matters relating to wages, hours and other terms and conditions of employment. While you need not sign a membership card, we strongly encourage you to do so. Signing a card shows your active participation in the Union. The greater the participation of all Union employees, the stronger the Union; the stronger the Union, the better we can negotiate better wages, benefits and working conditions. Enclosed is a membership form for you to fill out, sign and return to SEIU Healthcare 775NW. To remain a member in good standing, you need only meet the financial obligations established by the Union's Constitution and Bylaws. Membership in SEIU Healthcare 775NW is valuable. Only members have the right to participate fully in the internal affairs of the Union, vote for union officers, run for union office, be involved in collective bargaining and vote to reject or ratify the collective bargaining agreement for your bargaining unit. Only members are entitled to receive the privileges of the union member-only benefits package including: discounted insurance, exclusive access to educational scholarships, discount programs for computers, health, dental, vision care and pharmacy prescriptions, access to low rate credit card and loan programs, free and discounted legal services, and other benefits. You are not required to be a member of the Union. To resign your membership, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 33615 1st Way S., Ste. A, Federal Way, WA 98003. The letter should include your name, address, phone number, employer and work location, and state clearly that you wish to resign your membership. You may resign your membership at any time. You will lose all of the rights of Union membership described above. The Union will continue to represent you fairly. If you choose to resign your membership, you are still obligated to pay an agency fee to the Union. As a non-member agency fee payer, you will be entitled to choose between paying the full agency fee (the monetary equivalent of full membership dues) and paying a reduced objector agency fee, as discussed below.

Objector agency fee payer: As an agency fee payer, you have the right to object to providing financial support to union activities not germane to collective bargaining. Thirty-eight percent of the Union's expenditures in the most recently audited accounting year were devoted to activities not germane to collective bargaining. Those who object will be charged an objector agency fee which reflects only activities germane to collective bargaining, and thereby forfeit their membership in the Union. The basis for calculating the objector agency fee is explained below. If you wish to limit your obligation to paying the objector agency fee, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 33615 1st Way S., Ste. A, Federal Way, WA 98003. The letter should include your name, address, phone number, employer and work location, and state clearly that you object to paying for expenses that are not germane to collective bargaining. If your objection is postmarked more than 40 days after this notice was mailed, you will remain obligated to pay the full, unreduced monthly agency fee incurred between the date on which this notice was mailed and the date on which your objection is received by the Union. If your objection is received after the 15th day of any month, it will not be processed until the following month.

How the objector agency fee was calculated: If you elect to object to those portions of the agency fee not attributable or germane to collective bargaining, you will be charged an objector agency fee equal to the proportionate share of the costs of collective bargaining, enforcement of the contract, and related activities. Both federal and state law provides for the collection of such fees and their collection has been upheld by the United States Supreme Court.

In calculating the objector agency fee, the Union has included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called chargeable activities: (1) Governing the Union, including union elections; (2) membership meetings and conventions; (3) gathering information in preparation for the negotiation of collective bargaining agreements; (4) gathering information from employees concerning proposals in collective bargaining; (5) negotiating collective bargaining agreements; (6) handling grievances of employees under collective bargaining agreements, enforcing collective bargaining agreements and representing employees under collective bargaining and related laws; (7) ratification of negotiated agreements; (8) public advertisement of the Union's position on the negotiation, ratification or implementation of collective bargaining agreements; (9) purchasing books, reports and periodical subscriptions used in negotiating and administering collective bargaining agreements; (10) lobbying for the ratification or implementation of collective bargaining agreements; (11) paying for the services of experts in labor law, economics, and other subjects used in negotiating and administering collective bargaining agreements; (12) conducting and sending staff and members to conferences and meetings concerning collective bargaining, contract administration and other matters relating to wages, hours and working conditions; (13) publishing those portions of newsletters and other literature distributed to employees relating to collective bargaining, contract administration and related matters; (14) preparation for and participation in impasse procedures including fact finding, mediation and arbitration, and other economic actions designed to secure favorable terms in collective bargaining, so long as the actions are legal; (15) the prosecution and defense of arbitration and litigation to obtain interpretation, implementation or enforcement of collective bargaining agreements and other litigation concerning bargaining unit employees normally conducted by an exclusive representative; (16) professional services, such as paying attorneys' fees for enforcing collective bargaining agreements and auditors' fees for conducting independent audits; (17) social and recreational activities open to all represented employees; and (18) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

In calculating the objector agency fee, the Union has not included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called non-chargeable activities: (1) Voter registration, get-out-the-vote efforts, and political campaigning; (2) supporting and contributing to not-for-profit or charitable organizations; (3) supporting and contributing to political organizations and candidates for public office; (4) supporting and contributing to ideological causes and committees, including ballot measures; (5) the public advertisement of the Union's position on issues other than negotiation, ratification, or implementation of collective bargaining agreements; (6) providing benefits available only to members; (7) organizing aimed at defending or obtaining the right to serve as the exclusive representative of bargaining units of employees, except where they are rendered directly relevant to collectively bargaining wages and benefits by statute or agreed-upon contract language that bases a represented bargaining unit's wage and benefits levels, in whole or in part, on wage and benefit levels prevailing in comparator jurisdictions including ones in which organizing activities are being conducted; (8) publishing those portions of newsletters and other literature distributed to employees relating to non-chargeable activities, including but not limited to those described above; and (9) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

A more detailed description of these categories of chargeable and non-chargeable expenditures is provided in the notes to SEIU Healthcare 775NW's "schedule of expenses and allocation between chargeable and non-chargeable expenses -- modified cash basis December 31, 2011" and the SEIU's "consolidated statement of expense and allocation between chargeable expenses and non-chargeable expenses year ended December 31, 2011" (hereinafter the "year-end financial statements"). These year end financial statements itemize and describe the major categories of expenditures by SEIU Healthcare 775NW and by SEIU during calendar year 2011, and allocate those expenditures between chargeable and non-chargeable categories. Independent certified public accounting firms audited the financial statements and verified what percentage of the SEIU Healthcare 775NW and SEIU's expenditures in each of its major categories of expenditure were for chargeable and non-chargeable activities. The independent auditors issued reports containing unqualified opinions as to the year-end financial statements. The complete year-end financial statements (including the notes thereto) and audit reports thereon are enclosed with this notice.

According to the calculations contained in the auditors' reports and year-end financial statements, the Union may collect an objector agency fee equal to no more than 62% of the standard dues rate. Your standard union dues rate currently equals 3.2% of gross wages each month with a minimum dues charge of \$28.00 per month,¹ and is subject to change. Reflecting the above calculations, the Union has set the objector agency fee rate at 1.98% of gross wages each month, with a minimum objector agency fee, where applicable under the standards for the minimum dues charge (see fn. 1), in the amount of \$17.36 per month. This objector agency fee percentage shall remain in effect until December 31, 2013. If you submit an objection, as described above, you will be charged the objector agency fee equal to no more than 62% of the standard membership dues rate during the 2013 fee year or applicable portion thereof (as determined by when you submit your objection, as discussed above). If you do not submit an objection, you will be charged the equivalent of the standard union dues rate, including the minimum dues charge if applicable, during the 2013 fee year.

For Individual Providers paid directly by Washington State under DSHS-administered home care programs such as COPES, Medicaid Personal Care, and the Cap Waiver, the agency fee or the objector agency fee, whichever is applicable, will be automatically deducted by the state pursuant to RCW 41.56.113 and 41.56.122. As a private employee, the agency fee or the objector agency fee can be deducted from your paycheck by your employer pursuant to 29 U.S.C. § 158(a)(3). Private employees wishing to pay their financial obligation through an automatic payroll deduction must sign an authorization pursuant to 29 U.S.C. §186(c)(4). A signed membership card allows dues to automatically come out of your paycheck. Otherwise, you should arrange to make monthly payments in some other fashion. Call our Member Resource Center toll-free at 1-866-371-3200 and they can help you make your payments easy.

You have the right to challenge the calculation of the objector agency fee. You must comply with the following procedures in order to do so. If you submit an objection but do not submit a timely challenge, as defined below, you will be charged the objector agency fee rate during the 2013 fee year.

A. Challenges. In order to challenge the amount of the objector agency fee, you must inform the Union in writing of your decision and send it to Secretary-Treasurer, SEIU Healthcare 775NW, 33615 1st Way S., Ste. A, Federal Way, WA 98003. Your challenge to the Union's calculation of the fee must be postmarked no later than 40 days after this notice was mailed and may be included in the same letter stating an objection to the fee. The letter must include your address, phone number, employer and work location and state that you are challenging the calculation of the objector agency fee. Challengers are requested, but not required, to include the grounds for the challenge and identify the categories of expenditure whose categorization by SEIU Healthcare 775NW as chargeable they wish to challenge, so that the Union may consider the basis for the challenge and determine whether it agrees that any further reduction in the fee is warranted.

B. Escrow. Upon receipt of a timely challenge, SEIU Healthcare 775NW will reduce the challenger's agency fee to the level of the objector fee and will place one-hundred percent of the challenger's objector agency fee into an interest-bearing escrow account, pending the resolution of the challenge. Although the Union believes the amount of the fee was correctly calculated, it will escrow that amount to insure that none of a challenger's funds are used for a non-chargeable purpose. The challenger's funds shall remain in the account until an arbitration award is issued or until SEIU Healthcare 775NW has resolved the challenge in favor of the challenger, and shall then be distributed to the Union and the challenger in accordance with the award or resolution.

C. Arbitration procedure. Challenges to the calculation of the objector agency fee shall be resolved by an independent arbitrator, unless SEIU Healthcare 775NW has resolved the pending challenges by determining that a further reduction in the fee is warranted, as requested by the challenger. The arbitrator shall be selected by the American Arbitration Association (AAA) and the arbitration shall be scheduled and conducted in accordance with the AAA's rules for impartial determination of union fees. The Union may consolidate all challenges into a single arbitration hearing. Upon receipt of a challenge, the Union will send the challenger a copy of these rules as well as any additional information concerning the challenge procedure. Challengers will be given written notice of the date, time and location of the hearing, and will have an opportunity to appear and state their objections to SEIU Healthcare 775NW's calculation of the agency fee. The Union will have the burden of proving that the calculation of the agency fee was proper. SEIU Healthcare 775NW will bear the entire administrative cost of the arbitration and the *per diem* fee of the arbitrator. Challengers choosing to be represented before the arbitrator shall bear the cost of such representation. The arbitrator shall have the authority to affirm or decrease the calculation of the objector agency fee. The decision shall issue within 30 days after submission of final arguments.

If you have any questions about this notice, about the agency fee, about resigning your Union membership or about your rights as a Union member, please call the Member Resource Center toll-free at 1-866-371-3200.

¹ The minimum dues rate applies to all regular members who work forty (40) hours or more in any given month, associate members, and members who are out of work due to lay-off.

**NOTICE TO SEIU HEALTHCARE 775NW REPRESENTED EMPLOYEES
IN HOME CARE AND ADULT DAY HEALTH BARGAINING UNITS SUBJECT TO UNION SECURITY OBLIGATIONS**

- Для получения этого извещения на русском языке, пожалуйста, напишите секретарю-казначей по адресу: SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- 이 정보를 한국어로 원하시면 저희 총무부장님에게 편지를 보내주세요. SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- Kung kailangan ninyo itong abiso sa tagalog, sumulat po kayo sa tresurera/sekretarya nang SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.
- Nếu quý vị có cần bức thư này bằng tiếng Việt xin gửi một lá thư cho Tổng Giám Đốc Tài Chính của công đoàn SEIU Healthcare 775NW ở địa chỉ 215 Columbia St, Seattle, WA 98104.
- Para obtener esta notificación en español, por favor escriba a la: Secretaria-Tesorerera, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104.

Your obligations under a union security clause: If the collective bargaining agreement between SEIU Healthcare 775NW ("Union") and your employer contains a union security clause that requires as a condition of employment that you remit full monthly membership dues (or the monetary equivalent of full membership dues) to the Union within the 30 days following either the first pay period or the effective date of employment, whichever is later, this notice applies to you. This union security obligation applies to you as a private sector employee subject to the National Labor Relations Act, 29 U.S.C. §151 et seq., or as an Individual Provider subject to Washington's Public Employees' Collective Bargaining Act, and specifically RCW 41.56.113. This notice and the accompanying materials are applicable to "agency fees" (which are the monetary equivalent of full membership dues) collected for the period January 1 through December 31, 2014 (the "2014 fee year"). The purpose of this notice is to provide you with an explanation of the basis for the agency fee, your right to object to paying for certain expenditures and to challenge the calculation of the fee before a neutral decision-maker. It also informs you of the procedures for exercising these rights. Please read this notice carefully.

Your right to be a member of SEIU Healthcare 775NW: SEIU Healthcare 775NW's Constitution and Bylaws automatically grants you membership in the Union if you are employed in a bargaining unit for which the Union is the recognized bargaining agent for matters relating to wages, hours and other terms and conditions of employment. While you need not sign a membership card, we strongly encourage you to do so. Signing a card shows your active participation in the Union. The greater the participation of all Union employees, the stronger the Union; the stronger the Union, the better we can negotiate better wages, benefits and working conditions. Enclosed is a membership form for you to fill out, sign and return to SEIU Healthcare 775NW. To remain a member in good standing, you need only meet the financial obligations established by the Union's Constitution and Bylaws. Membership in SEIU Healthcare 775NW is valuable. Only members have the right to participate fully in the internal affairs of the Union, vote for union officers, run for union office, be involved in collective bargaining and vote to reject or ratify the collective bargaining agreement for your bargaining unit. Only members are entitled to receive the privileges of the union member-only benefits package including: discounted insurance, exclusive access to educational scholarships, discount programs for computers, health, dental, vision care and pharmacy prescriptions, access to low rate credit card and loan programs, free and discounted legal services, and other benefits. You can find more information at <http://www.seiu.org/a/members/benefits.php>. You are not required to be a member of the Union. To resign your membership, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. The letter should include your name, address, phone number, employer and work location, and state clearly that you wish to resign your membership. You may resign your membership at any time. You will lose all of the rights of Union membership described above. The Union will continue to represent you fairly. If you choose to resign your membership, you are still obligated to pay an agency fee to the Union. As a non-member agency fee payer, you will be entitled to choose between paying the full agency fee (the monetary equivalent of full membership dues) and paying a reduced objector agency fee, as discussed below.

Objector agency fee payer: As an agency fee payer, you have the right to object to providing financial support to union activities not germane to collective bargaining. Forty percent of the Union's expenditures in the most recently audited accounting year were devoted to activities not germane to collective bargaining. Those who object will be charged an objector agency fee which reflects only activities germane to collective bargaining, and thereby forfeit their membership in the Union. The basis for calculating the objector agency fee is explained below. If you wish to limit your obligation to paying the objector agency fee, you must send a letter to the Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. The letter should include your name, address, phone number, employer and work location, and state clearly that you object to paying for expenses that are not germane to collective bargaining. If your objection is postmarked more than 40 days after this notice was mailed, you will remain obligated to pay the full, unreduced monthly agency fee incurred between the date on which this notice was mailed and the date on which your objection is received by the Union. If your objection is received after the 15th day of any month, it will not be processed until the following month.

How the objector agency fee was calculated: If you elect to object to those portions of the agency fee not attributable or germane to collective bargaining, you will be charged an objector agency fee equal to the proportionate share of the costs of collective bargaining, enforcement of the contract, and related activities. Both federal and state law provides for the collection of such fees and their collection has been upheld by the United States Supreme Court.

In calculating the objector agency fee, the Union has included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called chargeable activities: (1) Governing the Union, including union elections; (2) membership meetings and conventions; (3) gathering information in preparation for the negotiation of collective bargaining agreements; (4) gathering information from employees concerning proposals in collective bargaining; (5) negotiating collective bargaining agreements; (6) handling grievances of employees under collective bargaining agreements, enforcing collective bargaining agreements and representing employees under collective bargaining and related laws; (7) ratification of negotiated agreements; (8) public advertisement of the Union's position on the negotiation, ratification or implementation of collective bargaining agreements; (9) purchasing books, reports and periodical subscriptions used in negotiating and administering collective bargaining agreements; (10) lobbying for the ratification or implementation of collective bargaining agreements; (11) paying for the services of experts in labor law, economics, and other subjects used in negotiating and administering collective bargaining agreements; (12) conducting and sending staff and members to conferences and meetings concerning collective bargaining, contract administration and other matters relating to wages, hours and working conditions; (13) publishing those portions of newsletters and other literature distributed to employees relating to collective bargaining, contract administration and related matters; (14) preparation for and participation in impasse procedures including fact finding, mediation and arbitration, and other economic actions designed to secure favorable terms in collective bargaining, so long as the actions are legal; (15) the prosecution and defense of arbitration and litigation to obtain interpretation, implementation or enforcement of collective bargaining agreements and other litigation concerning bargaining unit employees normally conducted by an exclusive representative; (16) professional services, such as paying attorneys' fees for enforcing collective bargaining agreements and auditors' fees for conducting independent audits; (17) social and recreational activities open to all represented employees; and (18) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

In calculating the objector agency fee, the Union has not included the proportionate share of the cost of the following activities engaged in by the Union or its parent Service Employees International Union, which are called non-chargeable activities: (1) Voter registration, get-out-the-vote efforts, and political campaigning; (2) supporting and contributing to not-for-profit or charitable organizations; (3) supporting and contributing to political organizations and candidates for public office; (4) supporting and contributing to ideological causes and committees, including ballot measures; (5) the public advertisement of the Union's position on issues other than negotiation, ratification, or implementation of collective bargaining agreements; (6) providing benefits available only to members; (7) organizing aimed at defending or obtaining the right to serve as the exclusive representative of bargaining units of employees, except where they are rendered directly relevant to collectively bargaining wages and benefits by statute or agreed-upon contract language that bases a represented bargaining unit's wage and benefits levels, in whole or in part, on wage and benefit levels prevailing in comparator jurisdictions including ones in which organizing activities are being conducted; (8) publishing those portions of newsletters and other literature distributed to employees relating to non-chargeable activities, including but not limited to those described above; and (9) operating and administrative costs allocable to the activities described above, e.g., rent, utilities, transportation, etc.

A more detailed description of these categories of chargeable and non-chargeable expenditures is provided in the notes to SEIU Healthcare 775NW's "schedule of expenses and allocation between chargeable and non-chargeable expenses – modified cash basis December 31, 2012" and the SEIU's "consolidated statement of expense and allocation between chargeable expenses and non-chargeable expenses year ended December 31, 2012" (hereinafter the "year-end financial statements"). These year end financial statements itemize and describe the major categories of expenditures by SEIU Healthcare 775NW and by SEIU during calendar year 2012, and allocate those expenditures between chargeable and non-chargeable categories. Independent certified public accounting firms audited the financial statements and verified what percentage of the SEIU Healthcare 775NW and SEIU's expenditures in each of its major categories of expenditure were for chargeable and non-chargeable activities. The independent auditors issued reports containing unqualified opinions as to the year-end financial statements. The complete year-end financial statements (including the notes thereto) and audit reports thereon are enclosed with this notice.

According to the calculations contained in the auditors' reports and year-end financial statements, the Union may collect an objector agency fee equal to no more than 60% of the standard dues rate. Your standard union dues rate currently equals 3.2% of gross wages each month with a minimum dues charge of \$29.00 per month,¹ and is subject to change. Reflecting the above calculations, the Union has set the objector agency fee rate at 1.92% of gross wages each month, with a minimum objector agency fee, where applicable under the standards for the minimum dues charge (see fn. 1), in the amount of \$17.40 per month. This objector agency fee percentage shall remain in effect until December 31, 2014. If you submit an objection, as described above, you will be charged the objector agency fee equal to no more than 60% of the standard membership dues rate during the 2014 fee year or applicable portion thereof (as determined by when you submit your objection, as discussed above). If you do not submit an objection, you will be charged the equivalent of the standard union dues rate, including the minimum dues charge if applicable, during the 2014 fee year.

For Individual Providers paid directly by Washington State under DSHS-administered home care programs such as COPES, Medicaid Personal Care, and the Cap Waiver, the agency fee or the objector agency fee, whichever is applicable, will be automatically deducted by the state pursuant to RCW 41.56.113 and 41.56.122. As a private employee, the agency fee or the objector agency fee can be deducted from your paycheck by your employer pursuant to 29 U.S.C. § 158(a)(3). Private employees wishing to pay their financial obligation through an automatic payroll deduction must sign an authorization pursuant to 29 U.S.C. §186(c)(4). A signed membership card allows dues to automatically come out of your paycheck. Otherwise, you should arrange to make monthly payments in some other fashion. Call our Member Resource Center toll-free at 1-866-371-3200 to make arrangements.

You have the right to challenge the calculation of the objector agency fee. You must comply with the following procedures in order to do so. If you submit an objection but do not submit a timely challenge, as defined below, you will be charged the objector agency fee rate during the 2014 fee year.

A. Challenges. In order to challenge the amount of the objector agency fee, you must inform the Union in writing of your decision and send it to Secretary-Treasurer, SEIU Healthcare 775NW, 215 Columbia St, Seattle, WA 98104. Your challenge to the Union's calculation of the fee must be postmarked no later than 40 days after this notice was mailed and may be included in the same letter stating an objection to the fee. The letter must include your address, phone number, employer and work location and state that you are challenging the calculation of the objector agency fee. Challengers are requested, but not required, to include the grounds for the challenge and identify the categories of expenditure whose categorization by SEIU Healthcare 775NW as chargeable they wish to challenge, so that the Union may consider the basis for the challenge and determine whether it agrees that any further reduction in the fee is warranted.

B. Escrow. Upon receipt of a timely challenge, SEIU Healthcare 775NW will reduce the challenger's agency fee to the level of the objector fee and will place one-hundred percent of the challenger's objector agency fee into an interest-bearing escrow account, pending the resolution of the challenge. Although the Union believes the amount of the fee was correctly calculated, it will escrow that amount to insure that none of a challenger's funds are used for a non-chargeable purpose. The challenger's funds shall remain in the account until an arbitration award is issued or until SEIU Healthcare 775NW has resolved the challenge in favor of the challenger, and shall then be distributed to the Union and the challenger in accordance with the award or resolution.

C. Arbitration procedure. Challenges to the calculation of the objector agency fee shall be resolved by an independent arbitrator, unless SEIU Healthcare 775NW has resolved the pending challenges by determining that a further reduction in the fee is warranted, as requested by the challenger. The arbitrator shall be selected by the American Arbitration Association (AAA) and the arbitration shall be scheduled and conducted in accordance with the AAA's rules for impartial determination of union fees. The Union may consolidate all challenges into a single arbitration hearing. Upon receipt of a challenge, the Union will send the challenger a copy of these rules as well as any additional information concerning the challenge procedure. Challengers will be given written notice of the date, time and location of the hearing, and will have an opportunity to appear and state their objections to SEIU Healthcare 775NW's calculation of the agency fee. The Union will have the burden of proving that the calculation of the agency fee was proper. SEIU Healthcare 775NW will bear the entire administrative cost of the arbitration and the *per diem* fee of the arbitrator. Challengers choosing to be represented before the arbitrator shall bear the cost of such representation. The arbitrator shall have the authority to affirm or decrease the calculation of the objector agency fee. The decision shall issue within 30 days after submission of final arguments.

If you have any questions about this notice, about the agency fee, about resigning your Union membership or about your rights as a Union member, please call the Member Resource Center toll-free at 1-866-371-3200.

¹ The minimum dues rate applies to all regular members who work forty (40) hours or more in any given month, associate members, and members who are out of work due to lay-off.

ATTACHMENT D

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MOU- Union Membership
September 26, 2014
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
SEIU HEALTHCARE 775NW**

8 The State of Washington and SEIU 775 hereby agree to modify the terms and conditions
9 of the 2013-2015 Collective Bargaining Agreements. Specifically, from the effective date
10 of this Memorandum of Understanding through June 30, 2015, the parties agree to
11 replace Article 4 and Article 6 of the 2013-2015 Collective Bargaining Agreement with
12 the following provisions. However, subsection B of Article 4.1 shall become effective on
13 October 15, 2014.

14 **4.1 Union Membership and Deduction of Dues and Fees**

15 A. In accordance with RCW 41.56.113(1)(b)(i), the State as payor, but not as
16 the employer, shall cause the appropriate entity or agency to deduct the
17 amount of dues or, for non-members of the Union, a fee equivalent to the
18 dues from each home care worker's monthly payment for services
19 (paycheck or direct deposit).

20 B. The Union shall notify each home care worker covered by this Agreement
21 that he or she is not required to join or financially support the Union. New
22 home care workers will be notified as soon as possible, but no later than
23 fourteen (14) days from the Union receiving the home care worker's
24 contact information. The Union shall escrow the fee paid by a new home
25 care worker in an interest-bearing account. The fee shall remain in this
26 account until the home care worker is notified of the opportunity to opt-
27 out and given thirty (30) calendar days to do so. If the home care worker
28 objects to paying the fee within thirty (30) days of the notification from
29 the Union, the Union shall, within twenty (20) days of receiving the notice

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1 from the home care worker, refund the fee with interest (at the rate of
2 interest it has received). The Union will notify the Employer to cease
3 further deductions in accordance with Subsection 4.1 C below.

4 C. Home care workers covered by this Agreement who inform the Union that
5 they do not wish to join or financially support the Union will not have any
6 fee deducted from the payments made to them by the State and will suffer
7 no penalty as a result of their failure to pay such a fee to the Union.
8 However, the Union reserves the right to enforce the terms and conditions
9 of each home care worker's signed membership card with regard to when
10 authorizations for deductions may be revoked. The Employer shall honor
11 the terms and conditions of each home care worker's signed membership
12 card. By the twenty-fifth (25th) day of each month, the Union shall
13 provide the Employer with a list of home care workers who have informed
14 the Union that they do not wish to join or financially support the Union.
15 All home care workers who have objected to paying a fee by the twentieth
16 (20th) day of the month shall be included in the list the Union provides to
17 the Employer on the twenty-fifth (25th) of that month.

18 **4.2 Voluntary Deductions**

19 Upon receipt of proper authorization for such deductions from the home care
20 worker or the Union, the Employer shall cause the appropriate entity or agency to
21 deduct and transmit voluntary contributions from each home care worker's
22 payment for services, to one (1) fund or committee payable to the Union. The
23 Employer shall allow deductions to such a fund or committee to be made in any
24 amount specified by the home care worker. The deductions shall be transferred at
25 least monthly by electronic means.

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1 **4.3 Implementation Costs**

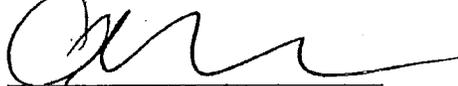
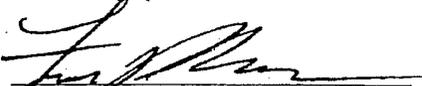
2 The cost of any new computer programming changes required by this Article shall
3 be borne by the Employer. The ongoing regular cost of such deductions shall be
4 borne by the Employer.

5 **4.4 Indemnify and Hold Harmless**

6 The Union and each home care worker agree to indemnify and hold harmless
7 from all claims, demands, suits or other forms of liability that shall arise against
8 the Employer for or on account of any deduction made from the pay of any home
9 care worker, including deposits made by the Union into an escrow account. This
10 paragraph shall not be interpreted to limit the right of the Union to use the Dispute
11 Resolution Process contained in this agreement to collect dues, fees, and
12 contributions owed.

13 **4.5 RCW 41.56.113(1)(b)(i) Proviso**

14 The parties agree that, during the term of this Agreement, should RCW
15 41.56.113(1)(b)(i) be deemed by order of a court of competent jurisdiction
16 enforceable in relation to bargaining unit members who informed the Union that
17 they do not wish to join or financially support the Union, the language contained
18 in Article 4, Sections 4.1 and 4.2 of the 2013-2015 Agreement, as it existed on
19 July 1, 2013, will replace Article 4, Section 4.1 of this Agreement.
20

21	For the Union:	For the Employer:
22		
23		
24	Date: 9/26/14	Date: 9/26/14
25		

26
27
28

ATTACHMENT E

I hereby request and accept membership in SEIU Healthcare 775NW. I authorize 775NW to act as my exclusive representative in collective bargaining over wages, hours and other terms and conditions of employment with my employer(s). I authorize my employer(s) to deduct from my wages all Union dues and other fees or assessments as shall be certified by 775NW under its Constitution and Bylaws and to remit those amounts to 775NW. This authorization is irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of this authorization or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. 775NW is authorized to use this authorization with my current employer(s) and with any other employer(s) in the event I change employers or obtain additional employment.

I believe all workers represented by the Union should pay their fair share to support the Union's activities. In addition, in order to build a more powerful Union, and in exchange for obtaining the rights and privileges of becoming a member of SEIU 775NW, I hereby knowingly release both SEIU 775NW and the State of Washington from any future legal claims or liability related to the State's past collection of agency fees from me pursuant to CBA Sec. 4.1 and/or RCW 41.56.113.

Contributions or gifts to 775NW are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. By submitting this form, it shows that I agree with the terms above.

45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit C

UPDATES



WORKING

WASHINGTON IS BUILDING A WORKERS' MOVEMENT TO TURN BACK INCOME INEQUALITY SO EVERYONE EARNS ENOUGH FOR OUR FAMILIES AND COMMUNITIES TO PROSPER.

WE LAUNCHED THE FAST FOOD STRIKES THAT SPARKED THE FIGHT FOR \$15 IN SEATTLE; we organize airport workers and helped lead the successful campaign to pass \$15 in SeaTac; and we work in coalition with unions, faith groups, and grassroots organizations to hold corporations & politicians accountable to community needs.

Working Washington uses innovative organizing strategies, creative mobilizations, and visually engaging actions to bring worker voices to the center of public debate. Since our founding in 2011, we have been at the forefront of struggles in Washington State to build power for low-wage workers, transform the conversation about how our economy works, and break the cycle of political domination by corporations and the ultra-wealthy.

Timeline of Key Events

2011

- **April 2011:** Massive months-long canvas knocks on more than 100,000 doors, reaching thousands of people struggling in the Great Recession.
- **August 18, 2011:** Hundreds join a Depression-style soup line outside Congressman Dave Reichert's office on Mercer Island to demand action to address unemployment.
- **September 13, 2011:** Satirical agendas distributed at national ports convention to bring attention to the Port of Seattle's lack of action on jobs and the environment.
- **September 21, 2011:** Protest calling for big banks to be held accountable for sinking the economy culminates in several arrests outside local headquarters of Chase Bank.
- **October 10, 2011:** Major rally of labor and community support for the message of Occupy Seattle.
- **November 17, 2011:** Massive demonstration for Jobs Not Cuts blocks University Bridge.

2012

- **February 2012:** Weeks-long work stoppage by port truck drivers grinds container traffic to a halt and wins attention to drivers' poverty wages and safety concerns.

- **April 3, 2012:** Online activists flood Amazon pie-cutter product page with satirical reviews highlighting the company's failure to pay its fair share of taxes.
- **April 28, 2012:** 1000 workers & supporters march through SeaTac, calling for Alaska Airlines and the Port of Seattle to make every airport job a good job.
- **May 10, 2012:** Amazon warehouse workers bring their stories of poor treatment directly to South Lake Union corporate headquarters.
- **May 24, 2012:** While hundreds rally outside their shareholder meeting, Amazon announces plans to invest millions of dollars to improve warehouse conditions and end participation in ALEC, the notorious right-wing lobby shop.
- **Summer - Fall 2012:** Protests at local big-dollar fundraisers for Mitt Romney, Paul Ryan, and Rob McKenna.

2013

- **April 2013:** Low-wage Sea-Tac Airport workers announce formal complaints against contractors & Alaska Airlines over unsafe & unsanitary conditions at our airport.
- **May 30, 2013:** Hundreds of Seattle fast food workers join call to "strike poverty" with \$15 wage & the right to organize without retaliation.
- **July 2013:** SeaTac Proposition 1 qualifies for ballot; written to provide \$15 minimum wage, sick leave, and other labor standards for thousands of travel & tourism workers.
- **August 1, 2013:** Eight fast food workers and supporters arrested in Seattle for civil disobedience over wage theft and low pay.
- **August 29, 2013:** Seattle fast food workers join nationwide strikes, prompting front-page story on how low-wage workers have become the hot issue in local politics.
- **November 5, 2013:** SeaTac Proposition 1 is voted into law — the first time a \$15 wage is tested at the ballot box.
- **December 5, 2013:** Day-long march in bitter cold brings \$15 minimum wage from SeaTac to Seattle City Hall.

2014

- **February 20, 2014:** Fast food workers ask Seattle to Boycott McPoverty with a 1-day citywide boycott of the big burger chains.
- **April 22, 2014:** Hundreds surround City Hall in support of \$15 for Seattle
- **May 15, 2014:** Low-wage workers join global fast food strikes.
- **June 2, 2014:** Seattle City Council passes first citywide \$15 minimum wage law — almost exactly a year after the first Seattle fast food strikes.
- **July 25, 2014:** Sea-Tac wheelchair agents and other passengers services workers who serve Alaska Airlines customers vote to form a union.
- **September 10, 2014:** Fast food movement spreads to Bellevue; eight workers from across the state arrested in civil disobedience.
- **November 19, 2014:** Fed up with repeated efforts by Alaska Airlines to rob workers of the \$15 minimum wage, four arrested in civil disobedience outside Alaska Airlines Corporate HQ, including airport worker Socrates Bravo and City Councilmember Kshama Sawant.
- **December 4, 2014:** Fast food workers in Bellevue, Aberdeen, Kent, and Olympia join nationwide strikes for \$15 & the right to organize and then rally with homecare workers, airport workers, and others at the State Capitol.

2015

- **February 26, 2015:** Rep Matt Manweller goes on a rant on minimum wage workers — and his constituents respond.
- **March 12, 2015:** "It's the wages": Olympia workers launch campaign for \$15 citywide minimum wage.
- **April 1, 2015:** Seattle minimum wage increases to \$11 for most workers, the first step in the phase-in to \$15. We worked with Code for Seattle volunteers to create the **What's My Wage** app to help people navigate the minimum wage law.
- **April 15, 2015:** Movement expands to new industries and goes statewide, with fast food workers, retail workers, homecare workers, Uber drivers, and adjunct professors taking action in Spokane, Pasco, Yakima, SeaTac, Olympia, Federal Way, and beyond.

Working Washington Leadership

Sejal Parikh is Executive Director of Working Washington. Previously, Sejal had served as Working Washington's fast food campaign director since the first Seattle fast food strikes. In that role, she was responsible for coordinating strategic mobilization, policy, and communications efforts which culminated in the historic vote to pass the nation's first citywide \$15 minimum wage law. She was also closely involved with Working Washington's landmark effort to organize workers and raise standards at Sea-Tac Airport. Prior to that, Sejal led corporate accountability campaigns which helped close a state tax loophole benefiting JP Morgan Chase, and pressured Amazon to drop out of ALEC and improve working conditions at its warehouses.

Before joining Working Washington, Sejal developed policy that expanded health care access for homecare workers in Montana, and provided volunteer legislative support for a national cancer advocacy group.

Sejal has a J.D. and an M.S in Mechanical Engineering from the University of Michigan, and, although she has lived in Seattle for several years, still cheers for her Wolverines.

MEDIA INQUIRIES:

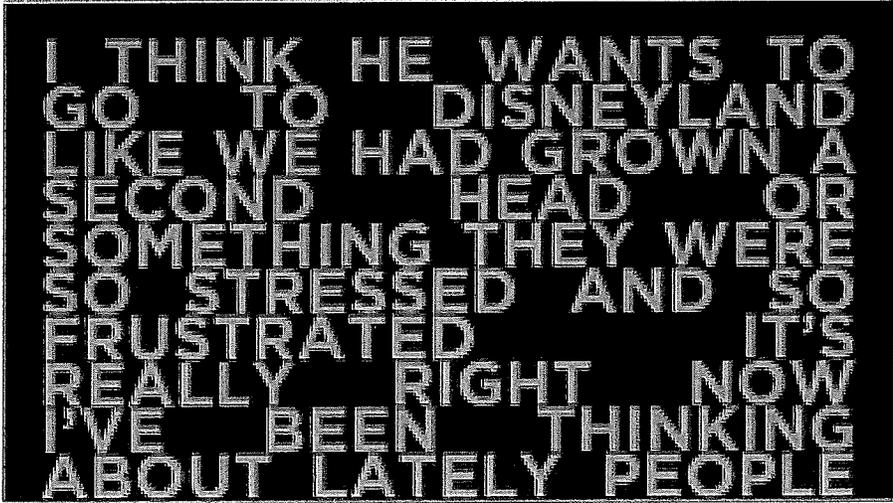
Contact Sage Wilson at sage@workingwa.org

Working Washington regularly earns local, national, and international media attention, including coverage in the New York Times, Los Angeles Times, USA Today, Washington Post, Salon, The Nation, The American Prospect, PBS Newshour, The Guardian, BBC News, Radio Canada (French-language), Der Spiegel (Germany), Netherlands Public Broadcasting, the Korean Broadcast Service and other outlets





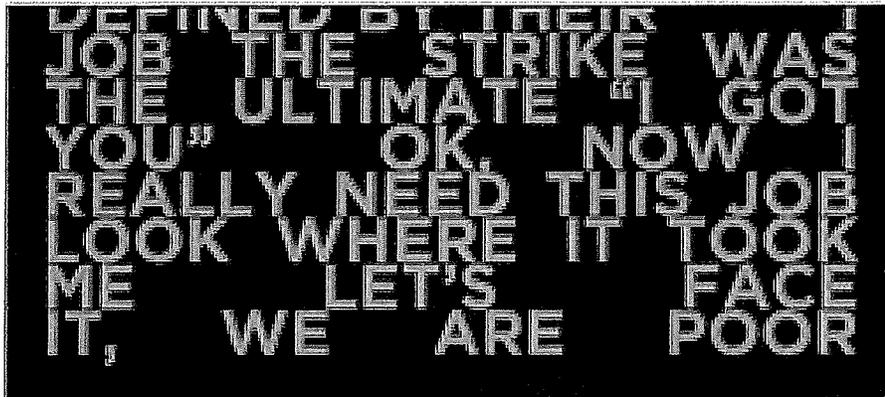
OUR BOOK:
FIFTEEN STORIES



FIFTEEN STORIES

HOW WORKERS

STRUCK POVERTY AND WON \$15 FOR SEATTLE



Fifteen workers tell their stories about the struggles & the effort to win \$15 for Seattle. Check it out!

MEDIA RELEASES

Jul 14, 2015

TACOMA CITY COUNCIL MAY BE PROPOSING A MINIMUM WAGE INCREASE THAT NOBODY CAN GET BEHIND

Jun 3, 2015

CHICKEN LITTLE PREDICTIONS ALREADY PROVEN WRONG JUST ONE YEAR AFTER SEATTLE MINIMUM WAGE SIGNED INTO LAW

May 14, 2015

THOUSANDS OF SEA-TAC WORKERS CAN MEASURE BILL BRYANT'S TRACK RECORD IN THEIR POVERTY-WAGE PAYCHECKS

Apr 15, 2015

BREAKING: 21 ARRESTED IN SEATTLE FOR CIVIL DISOBEDIENCE AT 12TH & MADISON: "INEQUALITY ENDS WITH US"

45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit D

Advanced Search - contributions - Wednesday, July 15, 2015

Name	Contributor	Date	Amount	P/ G	Employer	Occupation	Description
WORKING WA PAC	WORKING WASHINGTON	2012-10-12	\$75,000.00	N			
WORKING WA PAC	WORKING WASHINGTON	2012-10-12	\$50,000.00	N			
WORKING WA PAC	WORKING WASHINGTON	2012-10-15	\$25,000.00	N			
WORKING WA PAC	WORKING WASHINGTON	2012-10-15	\$25,000.00	N			
WORKING WA PAC	WORKING WASHINGTON	2012-10-15	\$25,000.00	N			
WORKING WA PAC	WORKING WASHINGTON	2011-10-14	\$8,000.00	N			
WORKING WA PAC	WORKING WASHINGTON	2012-10-10	\$5,000.00	N			
WORKING WA PAC	WORKING WASHINGTON	2013-01-10	\$3,732.07	N			
WORKING WA PAC	WORKING WASHINGTON	2012-10-02	\$1,500.00	N			
WORKING WA PAC	WORKING WASHINGTON	2014-10-24	\$1,191.48	N			

Advanced Search - contributions - Wednesday, July 15, 2015

Name	Contributor	Date	Amount	P/ G	Employer	Occupation	Description
WORKING WA PAC	WORKING WASHINGTON	2011-08-11	\$238.05	N			STAFF TIME FOR PHONE CALLS
WORKING WA PAC	WORKING WASHINGTON	2011-08-15	\$221.44	N			STAFF TIME FOR PHONE CALLS
WORKING WA PAC	WORKING WASHINGTON	2011-08-16	\$138.40	N			STAFF TIME FOR PHONE CALLS
WORKING WA PAC	WORKING WASHINGTON	2011-08-12	\$110.72	N			STAFF TIME FOR PHONE CALLS
WORKING WA PAC	WORKING WASHINGTON	2011-08-10	\$66.43	N			STAFF TIME FOR PHONE CALLS
WORKING WA PAC	WINPOWER STRATEGIES	2011-11-30	\$1,423.00	N			IN-KIND: DEBT FORGIVEN
WORKING WA PAC	WASHINGTON TEAMSTERS LEGISLATIVE LEAGUE	2011-10-14	\$10,000.00	N			
WORKING WA PAC	WASHINGTON TEAMSTERS LEGISLATIVE LEAGUE	2011-10-28	\$4,000.00	N			
WORKING WA PAC	WASHINGTON TEAMSTERS LEGISLATIVE LEAGUE	2011-10-17	\$4,000.00	N			
WORKING WA PAC	WASHINGTON TEAMSTERS LEGISLATIVE LEAGUE	2011-12-06	\$2,000.00	N			

Advanced Search - contributions - Wednesday, July 15, 2015

Name	Contributor	Date	Amount	P/ G	Employer	Occupation	Description
WORKING WA PAC	UNITE HERE LOCAL 8 PAC FUND	2011-10-17	\$5,000.00	N			
WORKING WA PAC	UFCW 21 PAC	2011-10-17	\$5,000.00	N			
WORKING WA PAC	TEAMSTERS LOCAL 174	2011-10-28	\$1,000.00	N			
WORKING WA PAC	TEAMSTERS LOCAL 174	2011-10-17	\$1,000.00	N			
WORKING WA PAC	TEAMSTERS LOCAL 117 SEGREGATED FUND ACCOUNT	2011-10-17	\$5,000.00	N			
WORKING WA PAC	TEAMSTERS LOCAL 117 SEGREGATED FUND ACCOUNT	2011-11-19	\$2,000.00	N			
WORKING WA PAC	SERVICE EMPLOYEES INTL UNION WA ST COUNCIL PAC	2012-10-05	\$35,000.00	N			
WORKING WA PAC	SERVICE EMPLOYEES INTL UNION WA ST COUNCIL PAC	2012-10-15	\$10,000.00	N			
WORKING WA PAC	SERVICE EMPLOYEES INTL UNION LOCAL 925 PUBLIC SERVICE PAC	2012-10-15	\$40,000.00	N			STAFF TIME

Advanced Search - contributions - Wednesday, July 15, 2015

Name	Contributor	Date	Amount	P/ G	Employer	Occupation	Description
WORKING WA PAC	SEIU WASHINGTON POLITICAL ACTION FUND	2011-10-05	\$10,000.00	N			
WORKING WA PAC	SEIU LOCAL #6 PAC	2011-10-05	\$10,000.00	N			
WORKING WA PAC	SEIU HEALTHCARE 775NW QUALITY CARE COMMITTEE	2011-10-14	\$10,000.00	N			
WORKING WA PAC	SEIU HEALTHCARE 775NW QUALITY CARE COMMITTEE	2011-10-14	\$5,000.00	N			
WORKING WA PAC	SEIU HEALTHCARE 775NW QUALITY CARE COMMITTEE	2011-12-06	\$2,000.00	N			
WORKING WA PAC	SEIU HEALTHCARE 775NW	2012-10-12	\$10,000.00	N			
WORKING WA PAC	SEIU 1199 NORTHWEST PAC	2012-10-15	\$75,000.00	N			STAFF TIME
WORKING WA PAC	SEIU 1199 NORTHWEST PAC	2012-10-04	\$48.00	N			BANNER
WORKING WA PAC	INTERNATIONAL BROTHERHOOD OF TEAMSTERS	2011-10-17	\$25,000.00	N			

45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit E

Amended

PUBLIC DISCLOSURE COMMISSION
pdc
711 CAPITOL WAY RM 206
PO BOX 40908
OLYMPIA WA 98504-0908
(360) 753-1111
TOLL FREE 1-877-601-2828

**Employer's
Lobbying Expenses**

L3
1/15

THIS SPACE FOR OFFICE USE
DATE FILED PDC
MAR 17 2015

1. Employer's Name (Use complete company, association, union or entity name.)
SEIU 775
Attention (Identify person to whom inquiries about the information below should be directed; NOT the lobbyist.)
Holly Elliott
Mailing Address Telephone
215 Columbia St 206-538-5700
City State Zip + 4 E-Mail Address
Seattle WA 98104 SEIU775.org

Year Report Covers
2014

THIS REPORT MUST BE FILED BY THE LAST DAY OF FEBRUARY. Include expenditures made and accrued during the previous calendar year for lobbying the Washington State Legislature and/or any state agency. Complete all sections. Use "none" or "0" when applicable.

2. Identify each of your lobbyists/lobbying firms below. In column 1, show the full amount of salary or fee each earned for lobbying. In column 2, show the full amount paid (plus obligated) for other lobbying related expenses that were made by or through the lobbyist and reported by the lobbyist on the monthly L-2 report (e.g., contributions to legislative candidates, reimbursement for entertainment expenses, etc.). Compute the subtotals across and down the columns; put the grand total of expenses incurred by or through lobbyists in the space designated.

Names of Registered Lobbyists (if payments were to lobbying firm, list firm name)	Col 1-Salary	Col 2-Other	Total Amount
Adam Glickman	\$ 4,061.89	\$ 603,553.67	\$ 607,615.56
Steve Breaux	23,592.38		23,592.38
Misha Werschkul	31,240.10		31,240.10
Total From Attached Page	79,341.05		79,341.05

Information continued on attached pages
Total Expenses By or Through Lobbyists \$ 741,789.09

DO NOT INCLUDE EXPENDITURES ALREADY ACCOUNTED FOR IN ITEM 2 ABOVE when completing Items 3 through 7 below.

3. Other expenditures made by the employer for lobbying purposes. Show total expenditures made/accrued:
a. to vendors on behalf of or in support of registered lobbyists (e.g., entertainment credit card purchases); \$ _____
b. to or on behalf of expert witnesses or others retained to provide lobbying services who offer specialized knowledge or expertise that assists the employer's lobbying effort; _____
c. for entertainment, tickets, passes, travel expenses (e.g., transportation, meals, lodging, etc.) and enrollment or course fees provided to legislators, state officials, state employees and members of their immediate families; (Also complete Item 9.) _____
d. for composing, designing, producing and distributing informational materials for use primarily to influence legislation; and _____
e. for grass roots lobbying expenses, including those previously reported by employer on Form L-6, and payments for lobbying communications to clients/customers (other than to corporate stockholders and members of an organization or union). _____
4. Political contributions to candidates for legislative or statewide executive office, committees supporting or opposing these candidates, or committees supporting or opposing statewide ballot measures. (Also complete Item 10.)
a. Contributions made directly by the employer, including those previously reported on PDC Form L-3c. _____
b. If contributions were made by a political committee associated, affiliated or sponsored by the employer, show the PAC name below. (Information reported by the PAC on C-4 reports need not be again included as part of this L-3 report.)
Name of PAC _____
5. Independent expenditures supporting or opposing a candidate for legislative or statewide executive office or a statewide ballot measure. (Also complete Item 11.) _____
6. Expenditures to or on behalf of legislators, state officials, or their spouse, registered domestic partner and dependents for the purpose of influencing, honoring or benefiting the legislator or official. (Normal course of business payments are not reportable.) (Also complete Item 14.) _____
7. Other lobbying-related expenditures, whether through or on behalf of a registered lobbyist. Attach list itemizing each expense (i.e., show date, recipient, purpose and amount). Do not include payments accounted for above. _____

Total Lobbying Expenses \$ 741,789.09
(Items 2 thru 7)

8. This report must be certified by the president, secretary-treasurer or similar office of lobbying employer.

Certification: I certify that this report is true, complete and correct to the best of my knowledge.
Printed Name and Title of Officer: Adam Glickman, Secy/Treas

Signature of Employer Officer _____ Date 3/17/15

Employer's Name SEIU 775	Year report covers: 2014
-----------------------------	-----------------------------

9. Entertainment, tickets, passes, travel expenses (including transportation, meals, lodging, etc.) and enrollment or course fees provided to legislators, state officials, state employees and members of their immediate families. See instruction manual for details.

Name and Title	Cost or Value	Date and Description of Expense
	\$	

Information continued on attached pages

10. Contributions (not reported by the lobbyist) totaling over \$25 to a legislative or statewide executive office candidate, a committee formed to support or oppose one of these candidates or a committee supporting or opposing a statewide ballot measure. Do not list employer-affiliated PAC contributions.

Name of Recipient	Amount	Date (and, if In-Kind, Description)
	\$	

Information continued on attached pages

11. Independent expenditures in support of or opposition to a) a legislative or statewide executive office candidate or b) a statewide ballot proposition. See instruction manual for definition of "independent expenditure."

Candidate's Name, Office Sought & Party or Ballot Proposition Number & Brief Description	Amount	Date and Description of Expense (Note if Support or Oppose)
	\$	

Information continued on attached pages

12. Compensation of \$2,400 or more during the preceding calendar year for employment or professional services paid to state elected officials, successful candidates for state office and each member of their immediate family.

Name	Relationship to Candidate or Elected Official if Member of Family	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation

Information continued on attached pages

13. Compensation of \$2,400 or more during the preceding calendar year for professional services paid to any corporation, partnership, joint venture, association or other entity in which state elected official, successful state candidate or member of their immediate family hold office, partnership, directorship or ownership interest of 10% or more.

Firm Name	Person's Name	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation

Information continued on attached pages

14. Any expenditure, not otherwise reported, made directly or indirectly to a state elected official, successful candidate for state office or member of their immediate family, if made to honor, influence or benefit the person because of his or her official position.

Name	Amount	Date and Purpose
	\$	

Information continued on attached pages

****DOLLAR**
CODE AMOUNT
 A - \$1 to \$4,499
 B - \$4,500 to \$23,999
 C - \$24,000 to \$47,999

****DOLLAR**
CODE AMOUNT
 D - \$48,000 to \$119,999
 E - \$120,000 or more

L3 MAR 17 2015

INFORMATION CONTINUED

(Use this page if you need additional space for Items 10 or 11)

Employer's Name
SEIU 775

Year report covers:
2014

10. Contributions

Name of Recipient

Amount

Date (and, if In-Kind, Description)

\$

11. Independent expenditures

Candidate's Name, Office Sought & Party or
Ballot Proposition Number & Brief Description

Amount

Date and Description of Expense
(Note if Support or Oppose)

\$

L3

MAR 17 2015

INFORMATION CONTINUED

(Use this page if you need additional space for Items 12 thru 14)

Employer's Name SEIU 775	Year report covers: 2014
-----------------------------	-----------------------------

12. Compensation of \$2,400 or more for employment, etc.			
Name	Relationship to Candidate or Elected Official if Member of Family	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation

13. Compensation of \$2,400 or more for professional services			
Firm Name	Person's Name	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation

14. Any expenditure not otherwise reported		
Name	Amount	Date and Purpose
	\$	

****DOLLAR
CODE AMOUNT**

A - \$1 to \$4,499
B - \$4,500 to \$23,999
C - \$24,000 to \$47,999

****DOLLAR
CODE AMOUNT**

D - \$48,000 to \$119,999
E - \$120,000 or more

45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit F

**Employer's
Lobbying Expenses**

L3
1/09

THIS SPACE FOR OFFICE USE
DATE FILED PDC
FEB 20 2014

1. Employer's Name (Use complete company, association, union or entity name.)
SEIU Healthcare 775NW

Attention (Identify person to whom inquiries about the information below should be directed; NOT the lobbyist.)
Holly Elliott

Mailing Address Telephone
215 Columbia St (206) 538-5700

City State Zip + 4 E-Mail Address Year Report Covers
Seattle WA 98104 SEIU775.org 2013

THIS REPORT MUST BE FILED BY THE LAST DAY OF FEBRUARY. Include expenditures made and accrued during the previous calendar year for lobbying the Washington State Legislature and/or any state agency. Complete all sections. Use "none" or "0" when applicable.

2. Identify each of your lobbyists/lobbying firms below. In column 1, show the full amount of salary or fee each earned for lobbying. In column 2, show the full amount paid (plus obligated) for other lobbying related expenses that were made by or through the lobbyist and reported by the lobbyist on the monthly L-2 report (e.g., contributions to legislative candidates, reimbursement for entertainment expenses, etc.). Compute the subtotals across and down the columns; put the grand total of expenses incurred by or through lobbyists in the space designated.

Names of Registered Lobbyists (if payments were to lobbying firm, list firm name)	Col 1-Salary	Col 2-Other	Total Amount
Adam Glickman	\$ 10,872.73	\$ 740,047.40	\$ 750,920.13
Steve Breaux	23,638.69		23,638.69
Misha Werschkul	28,676.45		28,676.45
Total From Attached Page	77,170.70		77,170.70
Total Expenses By or Through Lobbyists			\$ 880,405.97

Information continued on attached pages

DO NOT INCLUDE EXPENDITURES ALREADY ACCOUNTED FOR IN ITEM 2 ABOVE when completing Items 3 through 7 below.

3. Other expenditures made by the employer for lobbying purposes. Show total expenditures made/accrued:	
a. to vendors on behalf of or in support of registered lobbyists (e.g., entertainment credit card purchases);	\$ 0
b. to or on behalf of expert witnesses or others retained to provide lobbying services who offer specialized knowledge or expertise that assists the employer's lobbying effort;	0
c. for entertainment, tickets, passes, travel expenses (e.g., transportation, meals, lodging, etc.) and enrollment or course fees provided to legislators, state officials, state employees and members of their immediate families; (Also complete Item 9.)	0
d. for composing, designing, producing and distributing informational materials for use primarily to influence legislation; and	0
e. for grass roots lobbying expenses, including those previously reported by employer on Form L-6, and payments for lobbying communications to clients/customers (other than to corporate stockholders and members of an organization or union).	0
4. Political contributions to candidates for legislative or statewide executive office, committees supporting or opposing these candidates, or committees supporting or opposing statewide ballot measures. (Also complete Item 10.)	
a. Contributions made directly by the employer, including those previously reported on PDC Form L-3c.	0
b. If contributions were made by a political committee associated, affiliated or sponsored by the employer, show the PAC name below. (Information reported by the PAC on C-4 reports need not be again included as part of this L-3 report.)	0
Name of PAC _____	
5. Independent expenditures supporting or opposing a candidate for legislative or statewide executive office or a statewide ballot measure. (Also complete Item 11.)	0
6. Expenditures to or on behalf of legislators, state officials, or their spouse, registered domestic partner and dependents for the purpose of influencing, honoring or benefiting the legislator or official. (Normal course of business payments are not reportable.) (Also complete Item 14.)	0
7. Other lobbying-related expenditures, whether through or on behalf of a registered lobbyist. Attach list itemizing each expense (i.e., show date, recipient, purpose and amount). Do not include payments accounted for above.	0
Total Lobbying Expenses	\$ 880,405.97
	(Items 2 thru 7)

8. This report must be certified by the president, secretary-treasurer or similar office of lobbying employer.

Certification: I certify that this report is true, complete and correct to the best of my knowledge.

Signature of Employer Officer _____ Date **2/20/14**

Printed Name and Title of Officer: **Adam Glickman**

Employer's Name SEIU Healthcare 775NW	Year report covers: 2013
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9. Entertainment, tickets, passes, travel expenses (including transportation, meals, lodging, etc.) and enrollment or course fees provided to legislators, state officials, state employees and members of their immediate families. See instruction manual for details.

Name and Title	Cost or Value	Date and Description of Expense
	\$	

Information continued on attached pages

10. Contributions (not reported by the lobbyist) totaling over \$25 to a legislative or statewide executive office candidate, a committee formed to support or oppose one of these candidates or a committee supporting or opposing a statewide ballot measure. Do not list employer-affiliated PAC contributions.

Name of Recipient	Amount	Date (and, if In-Kind, Description)
	\$	

Information continued on attached pages

11. Independent expenditures in support of or opposition to a) a legislative or statewide executive office candidate or b) a statewide ballot proposition. See instruction manual for definition of "independent expenditure."

Candidate's Name, Office Sought & Party or Ballot Proposition Number & Brief Description	Amount	Date and Description of Expense (Note if Support or Oppose)
	\$	

Information continued on attached pages

12. Compensation of \$2,000 or more during the preceding calendar year for employment or professional services paid to state elected officials, successful candidates for state office and each member of their immediate family.

Name	Relationship to Candidate or Elected Official if Member of Family	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation

Information continued on attached pages

13. Compensation of \$2,000 or more during the preceding calendar year for professional services paid to any corporation, partnership, joint venture, association or other entity in which state elected official, successful state candidate or member of their immediate family hold office, partnership, directorship or ownership interest of 10% or more.

Firm Name	Person's Name	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation

Information continued on attached pages

14. Any expenditure, not otherwise reported, made directly or indirectly to a state elected official, successful candidate for state office or member of their immediate family, if made to honor, influence or benefit the person because of his or her official position.

Name	Amount	Date and Purpose
	\$	

Information continued on attached pages

****DOLLAR**
CODE AMOUNT
 A - \$1 to \$3,999
 B - \$4,000 to \$19,999
 C - \$20,000 to \$39,999

****DOLLAR**
CODE AMOUNT
 D - \$40,000 to \$99,999
 E - \$100,000 or more

FEB 20 2014

L3

INFORMATION CONTINUED

(Use this page if you need additional space for Items 10 or 11)

Employer's Name: SEIU Healthcare 775NW
Year report covers: 2013

10. Contributions		
Name of Recipient	Amount	Date (and, if In-Kind, Description)
	\$	

11. Independent expenditures		
Candidate's Name, Office Sought & Party or Ballot Proposition Number & Brief Description	Amount	Date and Description of Expense (Note if Support or Oppose)
	\$	

FEB 20 2014

L3

INFORMATION CONTINUED

(Use this page if you need additional space for Items 12 thru 14)

Employer's Name SEIU Healthcare 775NW		Year report covers: 2013	
12. Compensation of \$2,000 or more for employment, etc.			
Name	Relationship to Candidate or Elected Official if Member of Family	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation
13. Compensation of \$2,000 or more for professional services			
Firm Name	Person's Name	Amount (Code)**	Description of Consideration or Services Exchanged for Compensation
14. Any expenditure not otherwise reported			
Name	Amount	Date and Purpose	

****DOLLAR
CODE AMOUNT**

- A - \$1 to \$3,999
- B - \$4,000 to \$19,999
- C - \$20,000 to \$39,999

****DOLLAR
CODE AMOUNT**

- D - \$40,000 to \$99,999
- E - \$100,000 or more

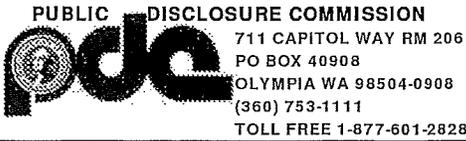
45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit G

 PUBLIC DISCLOSURE COMMISSION 711 CAPITOL WAY RM 206 PO BOX 40908 OLYMPIA WA 98504-0908 (360) 753-1111 Toll Free 1-877-601-2828		Political Committee Registration		C1 PC (1/12)		100635101 05-06-2015	
Committee Name (Include sponsor in committee name. See next page for definition of "sponsor." Show entire official name. Do not use abbreviations or acronyms in this box.) SERVICE EMPLOYEES INTERNATIONAL UNION 775 QUALITY CARE COMMITTEE				Acronym:			
Mailing Address 215 COLUMBIA ST.				Telephone: 206-538-5700			
City SEATTLE		County KING		Zip + 4 98104		Fax: 206-623-3401	
NEW OR AMENDED REGISTRATION? <input checked="" type="checkbox"/> NEW. Complete entire form. <input type="checkbox"/> AMENDS previous report. Complete entire form.		COMMITTEE STATUS <input checked="" type="checkbox"/> Continuing (On-going; not established in anticipation of any particular campaign election.) <input type="checkbox"/> _____ election year only. Date of general or special election: _____ (Year)					
1. What is the purpose or description of the committee? <input type="checkbox"/> Bona Fide Political Party Committee - official state or county central committee or legislative district committee. If you are not supporting the entire party ticket, attach a list of the names of the candidates you support.							
<input type="checkbox"/> Ballot Committee - Initiative, Bond, Levy, Recall, etc. Name or description of ballot measure:						Ballot Number FOR AGAINST <input type="checkbox"/> <input type="checkbox"/>	
<input checked="" type="checkbox"/> Other Political Committee - PAC, caucus committee, political club, etc. If committee is related or affiliated with a business, association, union or similar entity, specify name:							
For single election-year only committees (not continuing committees): Is the committee supporting or opposing (a) one or more candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a list of each candidate's name, office sought and political party affiliation. (b) the entire ticket of a political party? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify the party:							
2. Related or affiliated committees. List name, address and relationship. <input type="checkbox"/> Continued on attached sheet.							
3. How much do you plan to spend during this entire election campaign, including the primary and general elections? Based on that estimate, choose one of the reporting options below. (If your committee status is continuing, estimate spending on a calendar year basis.) If no box is checked you are obligated to use Full Reporting. See instruction manuals for information about reports required and changing reporting options. <input type="checkbox"/> MINI REPORTING Mini Reporting is selected. No more than \$5,000 will be raised or spent and no more than \$500 in the aggregate will be accepted from any one contributor.							
<input checked="" type="checkbox"/> FULL REPORTING Full Reporting is selected. The frequent, detailed campaign reports mandated by law will be filed as required.							
4. Campaign Manager's or Media Contact's Name and Address ADAM GLICKMAN 215 COLUMBIA ST., SEATTLE WA 98104				Telephone Number: 206-538-5742			
5. Treasurer's Name and Address. Does treasurer perform <u>only</u> ministerial functions? Yes ___ No <u>X</u> . See WAC 390-05-243 and next page for details. List deputy treasurers on attached sheet. ADAM GLICKMAN 215 COLUMBIA ST., SEATTLE WA 98104				Daytime Telephone Number: 206-538-5735			
6. Persons who perform only ministerial functions on behalf of this committee and on behalf of candidates or other political committees. List name, title, and address of these persons. See WAC 390-05-243 and next page for details. <input type="checkbox"/> Continued on attached sheet. HOLLY ELLIOTT, DIR OF FINANCE, 215 COLUMBIA ST, SEATTLE WA 98103							
7. Committee Officers and other persons who authorize expenditures or make decisions for committee. List name, title, and address. See next page for definition of "officer." <input type="checkbox"/> Continued on attached sheet. DAVID ROLF, PRES, 215 COLUMBIA ST, SEATTLE WA 98104 STERLING HARDERS, VP, 215 COLUMBIA, SEATTLE WA 98104 ADAM GLICKMAN, SECY/TREAS, 215 COLUMBIA ST, SEATTLE WA 98104							
8. Campaign Bank or Depository AMALGAMATED		Branch WA DC		City WASHINGTON DC			
9. Campaign books must be open to the public by appointment between 8 a.m. and 8 p.m. during the eight days before the election, except Saturdays, Sundays, and legal holidays. In the space below, provide contact information for scheduling an appointment and the address where the inspection will take place. It is not acceptable to provide a post office box or an out-of-area address. Street Address, Room Number, City where campaign books will be available for inspection 215 COLUMBIA ST, SEATTLE In order to make an appointment, contact the campaign at (telephone, fax, e-mail): (206) 538-5742 (206) 623-3401							
10. Eligibility to Give to Political Committees and State Office Candidates: A committee must receive \$10 or more each from ten Washington State registered voters before contributing to a Washington State political committee. Additionally, during the six months prior to making a contribution to a state office candidate your committee must have received contributions of \$10 or more each from at least ten Washington State registered voters. <input checked="" type="checkbox"/> A check here indicates your awareness of and pledge to comply with these provisions. Absence of a check mark means your committee does not qualify to give to Washington State political committees and/or state office candidates.				11. Signature and Certification. I certify that this statement is true, complete and correct to the best of my knowledge. Committee Treasurer's Signature ADAM GLICKMAN			
				Date 05-06-2015			

45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit H



SUMMARY, FULL REPORT RECEIPTS AND EXPENDITURES

C4 (3/97)	PDC OFFICE USE
	100640388
	06-02-2015

Candidate or Committee Name (Do not abbreviate. Include full name)
Service Employees International Union 775 Quality Care Committee

Mailing Address
 215 Columbia St. City
 Seattle, WA

Zip + 4 98104	Office Sought (Candidates)	Election Date 2015
Report Period Covered 05/01/15	From (last C-4) To (end of period) 05/31/15	Final Report? Yes No X

***For PACs, Parties & Caucus Committees:** During this report period, did the committee make an **independent expenditure** (i.e., an expense not considered a contribution) supporting or opposing a state or local candidate?

RECEIPTS	*See next page	Yes	No
1. Previous total cash and in kind contributions (From line 8, last C-4) (if beginning a new campaign or calendar year, see instruction booklet)	\$		42,613.36
2. Cash received (From line 2, Schedule A)	\$	100.00	
3. In kind contributions received (From line 1, Schedule B).....		0.00	
4. Total cash and in kind contributions received this period (Line 2 plus 3).....			100.00
5. Loan principal repayments made (From line 2, Schedule L).....		0.00	
6. Corrections (From line 1 or 3, Schedule C)..... Show + or (-)		0.00	
7. Net adjustments this period (Combine line 5 & 6)..... Show + or (-)			0.00
8. Total cash and in kind contributions during campaign (Combine lines 1, 4 & 7)			42,713.36
9. Total pledge payments due (From line 2, Schedule B)		0.00	

EXPENDITURES		
10. Previous total cash and in kind expenditures (From line 17, last C-4) (If beginning a new campaign or calendar year, see instruction booklet)		31,265.60
11. Total cash expenditures (From line 4, Schedule A)	5,900.00	
12. In kind expenditures (goods & services) (From line 1, Schedule B)	0.00	
13. Total cash and in kind expenditures made this period (Line 11 plus line 12).....		5,900.00
14. Loan principal repayments made (From line 2, Schedule L).....	0.00	
15. Corrections (From line 2 or 3, Schedule C)..... Show + or (-)	0.00	
16. Net adjustments this period (Combine lines 14 & 15)..... Show + or (-)		0.00
17. Total cash and in kind expenditures during campaign (Combine lines 10, 13 and 16).....		37,165.60

CANDIDATES ONLY		Name not	
Won	Lost	Unopposed	on ballot
Primary election <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General election <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CASH SUMMARY	
18. Cash on hand (Line 8 minus line 17)	5,547.76
[Line 18 should equal your bank account balance(s) plus your petty cash balance.]	
19. Liabilities: (Sum of loans and debts owed)	0.00
20. Balance (Surplus or deficit) (Line 18 minus line 19)	5,547.76

Treasurer's Daytime Telephone No.:
 (206) 538-5735

CERTIFICATION: I certify that the information herein and on accompanying schedules and attachments is true and correct to the best of my knowledge.

Candidate's Signature	Date	Treasurer's Signature	Date
		Adam Glickman	

CASH RECEIPTS AND EXPENDITURE

SCHEDULE
to C4

A
(11/93)

2

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

05/01/15 05/31/15

1. CASH RECEIPTS (Contributions) which have been reported on C3. List each deposit made since last C4 report was submitted.

Date of deposit	Amount	Date of deposit	Amount	Date of deposit	Amount	Total deposits
05/18/2015	100.00					

2. TOTAL CASH RECEIPTS Enter also on line 2 of C4 \$ 100.00

CODES FOR CLASSIFYING EXPENDITURES: If one of the following codes is used to describe an expenditure, no other description is generally needed. The exceptions are:

- If expenditures are in-kind or earmarked contributions to a candidate or committee or independent expenditures that benefit a candidate or committee, identify the candidate or committee in the Description block;
- When reporting payments to vendors for travel expenses, identify the traveler and travel purpose in the Description block; and
- If expenditures are made directly or indirectly to compensate a person or entity for soliciting signatures on a statewide initiative or referendum petition, use code "V" and provide the following information on an attached sheet: name and address of each person/entity compensated, amount paid each during the reporting period, and cumulative total paid all persons to date to gather signatures.

CODE DEFINITIONS ON NEXT PAGE	C - Contributions (monetary, in-kind & transfers)	P - Postage, Mailing Permits
	I - Independent Expenditures	S - Surveys and Polls
	L - Literature, Brochures, Printing	F - Fundraising Event Expenses
	B - Broadcast Advertising (Radio, TV)	T - Travel, Accommodations, Meals
	N - Newspaper and Periodical Advertising	M - Management/Consulting Services
	O - Other Advertising (yard signs, buttons, etc.)	W - Wages, Salaries, Benefits
V - Voter Signature Gathering	G - General Operation and Overhead	

3. EXPENDITURES

- Expenditures of \$50 or less, including those from petty cash, need not be itemized. Add up these expenditures and show the total in the amount column on the first line below.
- Itemize each expenditure of more than \$50 by date paid, name and address of vendor, code/description, and amount.
- For each payment to a candidate, campaign worker, PR firm, advertising agency or credit card company, attach a list of detailed expenses or copies of receipts/invoices supporting the payment.

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
N/A	Expenses of \$50 or less	N/A	N/A	
05/01/15	VOTE SAWANT PO Box 85862 Seattle, WA 98145		Contribution	700.00
05/01/15	CITIZENS FOR BEN STUCKART. 2726 E 19th ST Spokane, WA 99223		Contribution	950.00
05/01/15	TIM BURGESS FOR SEATTLE CITY 119 1st Avenue S. STE 320 SEATTLE, WA 98104		Contribution	700.00
05/01/15	FRIENDS OF BRIAN SULLIVAN 3211 Nassau ST #4 Everett, WA 98201		Contribution	950.00
05/18/15	FRIENDS OF BRUCE HARRELL PO Box 21208 Seattle, WA 98111		Contribution	700.00
05/18/15	PEOPLE FOR SALLY BAGSHAW. PO Box 21171 Seattle, WA 98111		Contribution	700.00

Total from attached pages \$ 1,200.00

4. TOTAL CASH EXPENDITURES

Enter also on line 11 of C4 \$ 5,900.00

45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit I



David Rolf /President
Adam Glickman /Secretary-Treasurer
Sterling Harders /Vice President

Dear home care provider,

We just got another 5% raise — it's effective July 1 and we'll see it in the checks we receive the first week of August.

This raise is **on top of the 5% hike we received last July** — all part of our the best homecare contract in the nation, a contract that includes an improved wage scale, a 30% increase when we reach 14,000 hours of experience, and 25 cents/hour increase for home care aide certification.

It's through SEIU that we've won back-to-back 5% raises, increased our benefits and receive professional training that is significantly reducing the turnover rate in our profession.

We've fought for more than a decade to create a long-term care system that provides quality care to seniors and people with disabilities, and professional dignity for workers like us—and all because we're standing together and building a strong network that advocates for caregivers in the Legislature and at the bargaining table with the state.

We want you standing with us.

Right now we're in negotiations for a new contract that will go into effect in July 2015. We have three priorities in this round of bargaining: **a pathway to \$15/hour wages for all home care workers**, the first step in a meaningful retirement plan and improved access to healthcare benefits."

I'm more fired up than ever to work with my fellow caregivers and with Washington state officials to continue improving our home care program.

Please join with us and add your name to the thousands of caregivers who are standing with our bargaining team for better care for our clients, and for the professional respect, wages and benefits we deserve. **Just fill out the enclosed membership form and return it in the postage-paid envelope.**

We are stronger together!

David Rolf
SEIU 775 president

SEIU Healthcare 775NW
215 Columbia St. — Seattle, WA 98104
Member Resource Center 1 (866) 371 3200

Our mission is to unite the strength of all working people and our families, to improve our lives and lead the way to a more just and humane world.



45-Day Letter
Describing PDA Violations by
SEIU Healthcare 775

Exhibit J



Public Disclosure Commission
Shining Light on Washington Politics

HOME PUBLIC RESOURCES FILER RESOURCES SEARCH THE DATABASE VIEW REPORTS (ALL PAPER & E-FILED) ONLINE FILING

ELECTION TOTALS	CANDIDATES	COMMITTEES	INDEPENDENT EXPENDITURES	LAST MINUTE CONTRIBUTIONS	LOBBYING	ADVANCED
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ADVANCED SEARCH DETAILED CONTRIBUTIONS

CONTRIBUTIONS	EXPENDITURES	LOBBYISTS	LOBBYIST EMPLOYERS	PUBLIC AGENCY LOBBYING
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NOTE: Click on a column header to sort by that column, or click on the icon to filter your results

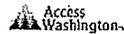
Drag a column header and drop it here to group by that column

Report	Name	Contributor	Date	Amount	P/G	Employer	Occupation	Description
Report	LOCKE GARY F	SEIU COPE PEA FUND INTL	10/30/1996	\$1,100.00				
Report	SERVICE EMPLOYEES COUNCIL PAC	SEIU COPE	9/9/2004	\$825,000.00	G			
Report	SERVICE EMPLOYEES COUNCIL PAC	SEIU COPE	9/28/2004	\$175,000.00				
Report	WA ST DEMO CENT COMM EXEMPT	SEIU COPE FUND	12/2/2004	\$150,000.00				
Report	WA ST DEMO CENT COMM EXEMPT	SEIU COPE FUND	6/2/2005	\$250,000.00				
Report	WA ST DEMO CENT COMM EXEMPT	SEIU COPE FUND	12/12/2007	\$100,000.00				
Report	WA ST DEMO CENT COMM EXEMPT	SEIU COPE FUND	7/28/2008	\$5,000.00				
Report	LEVESQUE PEGGY L	SEIU COPE	8/7/2010	\$800.00	P			
Report	LEVESQUE PEGGY L	SEIU COPE	8/7/2010	\$800.00	G			

1 Displaying Items 1 - 9 of 9

HOME / PRIVACY NOTICE / EMPLOYMENT / SITE MAP

PUBLIC DISCLOSURE COMMISSION / 711 CAPITOL WAY #208 / PO BOX 40808 / OLYMPIA, WA 98504-0908
TOLL FREE - 1-877-601-2828 / PHONE 360-753-1111 / FAX (360)753-1112 / EMAIL pdc@pdc.wa.gov
OFFICE HOURS: 8:00AM - 5:00PM Monday - Friday Closed Weekends & State Holidays.





Public Disclosure Commission
Shining Light on Washington Politics

HOME PUBLIC RESOURCES FILER RESOURCES SEARCH THE DATABASE VIEW REPORTS (ALL PAPER & E-FILED) ONLINE FILING

ELECTION TOTALS	CANDIDATES	COMMITTEES	INDEPENDENT EXPENDITURES	LAST MINUTE CONTRIBUTIONS	LOBBYING	ADVANCED
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ADVANCED SEARCH DETAILED CONTRIBUTIONS

CONTRIBUTIONS	EXPENDITURES	LOBBYISTS	LOBBYIST EMPLOYERS	PUBLIC AGENCY LOBBYING
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NOTE: Click on a column header to sort by that column, or click on the icon to filter your results

Drag a column header and drop it here to group by that column

Report	Name	Contributor	Date	Amount	P/G	Employer	Occupation	Description
Report	SERVICE EMPLOYEES INTL UNION HEALTHCARE 775 NORTHWEST QUALITY CARE COMM.	SEIU C.O.P.E.	6/21/2014	\$182,875.66	N			
Report	SEIU HEALTHCARE 775NW QUALITY CARE COMM	SEIU C.O.P.E.	7/14/2010	\$100,000.00	N			
Report	SEIU HEALTHCARE 775NW QUALITY CARE COMM	SEIU C.O.P.E.	3/4/2011	\$79,271.28	N			
Report	SEIU HEALTHCARE 775NW QUALITY CARE COMM	SEIU C.O.P.E.	9/21/2010	\$75,000.00	N			
Report	SEIU HEALTHCARE 775NW QUALITY CARE COMM	SEIU C.O.P.E.	7/15/2011	\$26,572.00	N			

1 Displaying items 1 - 5 of 5

HOME / PRIVACY NOTICE / EMPLOYMENT / SITE MAP

PUBLIC DISCLOSURE COMMISSION / 711 CAPITOL WAY #206 / PO BOX 40908 / OLYMPIA, WA 98504-0908
TOLL FREE - 1-877-601-2828 / PHONE 360-753-1111 / FAX (360)753-1112 / EMAIL pdc@pdc.wa.gov
OFFICE HOURS: 8:00AM - 5:00PM Monday - Friday Closed Weekends & State Holidays.





7015 0640 0000 6441 1616

PLEASE PRESS FIRMLY

PRIORITY MAIL

PLEASE



1006



98504

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UNITED STATES POSTAL SERVICE

Rate Mailing Envelope

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ACE



Freedom Foundation
PO Box 552
Olympia, WA 98507
www.myFreedomFoundation.org

ADDITIONAL RESTRICTIONS APPLY:

Additional forms are required. Consult the International Mail Manual (IMM) at pe.usps.gov or ask a retail associate for details.

To:

Bob Ferguson
Washington Attorney General
1125 Washington St SE
PO Box 40100
Olympia, WA 98504-0100

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