UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

CENTERS FOR FAMILY MEDICINE,
GP AND HEALTHCARE PARTNERS
MEDICAL GROUP, P.C.,

and

Cases: 21-CA-333729
21-CA-370914

UNION OF AMERICAN PHYSICIANS
& DENTISTS (UAPD)

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for the Respondents.

Decision

Eleanor Laws, Administrative Law Judge.

STATEMENT OF THE CASE

The Union of American Physicians and Dentists (Charging Party or Union) filed charges in the instant cases on January 16, 2024, and August 7, 2025. The Regional Director for Region 21 issued a consolidated complaint on December 4, 2025, and the Centers for Family Medicine, GP and Healthcare Partners Medical Group, P.C. (the Respondents) filed a timely answer denying all material allegations. The complaint alleges the Respondents violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) when: (1) on October 26, 2023, the Respondents informed ten (10) bargaining-unit employees that their physician employment agreements were

terminated effective January 25, 2024, and relieved them of duties effective October 26, 2023, without notice and an opportunity to bargain over the decision or effects; (2) the Respondents terminated the 10 employees effective January 25, 2024; and (3) on about March 28, 2025, the Respondents withdrew recognition of the Union.

A trial was conducted in this matter on February 10, 2026, in Los Angeles, California. Prior to the trial, the parties reached a joint stipulation and compiled extensive joint exhibits, which were admitted at the hearing.[1] Counsel for the General Counsel, the Union, and the Respondents filed post-trial briefs in support of their positions on March 17, 2026.

On the entire record, I made the following findings, conclusions of law, and recommendations.[2]

FINDINGS OF FACT

JURISDICTION

At all material times, Centers for Family Medicine, GP and Healthcare Partners Medical Group, P.C., have been employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and have been health care institutions within the meaning of Section 2(14) of the Act, and the Union of American Physicians and Dentists has been a labor organization within the meaning of Section 2(5) of the Act.

Respondent Centers for Family Medicine, GP, with its offices and places of business located at 3460 Katella Avenue, Los Alamitos, California, and 11 Technology Drive, Irvine, California, operated a California medical partnership that provided physician services to managed care health plans operating in Southern California. Centers for Family Medicine, GP, performed services valued in excess of $50,000 for Monarch Health Plan, a managed health care company within the State of California, which derived gross revenues in excess of $250,000 and purchased and received at its Irvine, California facility, goods valued in excess of $50,000 directly from points outside the State of California.

Respondent Healthcare Partners Medical Group, P.C., with its offices at 2175 Park Place, El Segundo, California, operated a medical corporation providing physician services to managed care health plans operating in Southern California. Healthcare Partners Medical Group, P.C.,

[1] Abbreviations used in this decision are as follows: "Tr." for transcript; "R Exh." for Respondents' exhibit; "GC Exh." for General Counsel's exhibit; and "Jt. Exh." for joint exhibit. Although I have included several citations to the record to highlight particular testimony or exhibits, I emphasize that my findings and conclusions are based not solely on the evidence specifically cited but rather are based on my review and consideration of the entire record.

[2] The transcripts and exhibits in this case generally are accurate. The General Counsel filed a motion to correct the transcript where audio interference is indicated by the court reporter, which the Charging Party joined. The Respondents do not oppose the General Counsel's motion, and it is hereby granted. See administrative law judge Exhibit 1, which is hereby admitted into the record. Accordingly, on page 117, line 6, "They (audio interference)" is replaced with "No."

performed services valued in excess of $50,000 for Monarch Health Plan, a managed health care company within the State of California, which derived gross revenues in excess of $250,000 and purchased and received at its Irvine, California facility, goods valued in excess of $50,000 directly from points outside the State of California.

5

Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

ALLEGED UNFAIR LABOR PRACTICES

10

A. Overview of the Respondents and Related Entities

The Respondents provide medical care to patients at hospitals in Orange County, California. The hospitals relevant to the instant case include Saddleback Medical Center (Saddleback), Mission Hospital (Mission), MemorialCare Orange Coast Hospital, Los Alamitos
15 Hospital (Los Alamitos), Fountain Valley Regional Hospital (Fountain Valley), and Anaheim Regional Medical Center (Anaheim).

To understand how numerous documents in the record relate to the Respondents, an
20 overview of the Respondents and various related entities is provided as background. Respondent Centers for Family Medicine, GP (CFM) is a California medical partnership owned jointly by MH Physician Three Holdco and MHIPA Physician Two Holdco that provides physician services to managed care health plans in Southern California.[3] Respondent Healthcare Partners Medical Group, P.C. (HPMG) is a California medical corporation that provides physician services to
25 managed care health plans in Southern California. Healthcare Partners Medical Group, Inc. (HPMGI/HCP) is a separate California professional medical corporation that employs physicians under HPMGI agreements, while Healthcare Partners Affiliates Medical Group supplies facilities/personnel and handles billing and payer contracts. Respondent CFM is part of Monarch Medical Group, which Optum acquired in 2011. Optum acquired HCP in 2019, forming Optum
30 California. Optum California integrates CFM/Monarch and HCP under one clinical and operational framework. Optum is owned by UnitedHealth Group.

Optum California is part of Optum West, which in turn is part of Optum Health. California is the primary revenue driver within Optum West. "Legacy Monarch Healthcare" refers to CFM/Monarch, and "Legacy Healthcare Partners" refers to HCP, as used in Optum integration
35 documents. Monarch Health Plan is a managed health care company for which both Respondents performed substantial services. Multiple Optum-branded entities provide extensive management and administrative services to the Respondents, including human resources (HR), nonclinical staffing, recruiting, training, information technology (IT), marketing, contracting, and business development. [4] Optum or OptumCare sets physician employment policies, including a code of
40 conduct, and physicians go to Optum employees for HR needs. "OptumCare Medical Group" and "Optum Medical Partners" appear as brand names on physician employment agreements, with

[3] Centers for Family Medicine is sometimes referred to as Legacy Monarch Healthcare Partners (LMHC). (Tr. 168).

[4] Optum is not alleged as a joint or single employer.

Optum executives signing on behalf of the practice, though they were described as brand names "doing business as," not separate legal entities.

B. The Union Certification and Bargaining Representatives

The Union filed a petition for Representation with the Board on February 9, 2023. On August 17, 2023, following a mail ballot election directed by the Regional Director for Region 21, the Board certified the Union as the exclusive collective bargaining representative of the following bargaining unit:

> Included: All full-time and regular part-time physicians, in the classification of Hospitalist, employed by the Employer at: Saddleback Medical Center, currently located at 24451 Health Center Drive, Laguna Hills, CA 92653; Mission Hospital, currently located at 27700 Medical Center Road, Mission Viejo, CA 92691; MemorialCare Orange Coast Hospital, currently located at 9920 Talbert Avenue, Fountain Valley, CA 92708; Los Alamitos Hospital, currently located at 3751 Katella Avenue, Los Alamitos, CA 90720; and Fountain Valley Regional Hospital, currently located at 17100 Euclid Street, Fountain Valley, CA 92708.
>
> Excluded: All other employees, other professional employees, confidential employees, office clerical employees, managerial employees, guards, and supervisors as defined in the Act.

(Jt. Exh. 6). The bargaining unit consisted of approximately 45 "hospitalists," which are physicians who specialize in inpatient.[5] (Tr. 21.)

Following certification, Andrew Stanley, Senior Director/VP Labor Relations UnitedHealth Group, and attorney Kamran Mirrafati were the Respondents' primary bargaining representatives.[6] Indya Adams, the Union's organizer, and attorney Lisl Soto were the Union's primary representatives. Adams first reached out to the Respondents on September 29, 2023, requesting certain information to prepare for bargaining and stating that the Union would be in touch about bargaining dates shortly. She reminded the Respondents to refrain from making unilateral changes in wages, hours, or working conditions without bargaining with the Union. (Tr. 22; Jt. Exhs. 7, 17.)

C. The Respondents' Pre-Certification Planning

The backdrop of this case involves the Respondents' undisputed plan to move toward a unified managed care model and reduce, as much as feasible, fee-for-service care. In simple terms, under the fee-for-service model, providers are paid for each visit, test, or procedure performed, and are incentivized to see as many patients as possible. Managed care, by contrast, emphasizes the overall quality of care given to the patients, focusing on the patient as a whole, typically

[5] The terms "hospitalist" and "physician" are used interchangeably in this decision.

[6] At some point between October 2023 and March 2025, Stanley was promoted from Senior Director to VP. At the time of the hearing, Stanley no longer worked for the Respondents. He testified from the Board's hearing room in Birmingham, Alabama.

resulting in lower overall patient volume, but greater time spent with each patient. Until 2019, HCP operated predominantly in managed care, while CFM/Monarch operated under a higher fee-for-service model, with Saddleback and Mission between 30 and 40 percent fee-for-service. (R Exh. 1.)

In 2019, Optum California began to align operations toward managed care/value-based care across CFM and HCP, aiming to minimize fee-for-service care.[7] The integration addressed overlapping networks in Orange County, unifying specialty networks and hospitalist operations to reduce confusion and improve patient care under a managed care model. (Tr. 126-127, 132-133; R Exh. 1.) Starting in late 2021, Optum began reducing employed physician headcount and integrating departments. (Jt. Exh. 16, p. 21; R Exh, 1; Tr. 131.) In March 2022, Dr. Paul Choi, Chief Medical Officer (CMO), began documenting a working plan, the "OC Inpatient Discussion" which was labeled as privileged and confidential, to show integration of all Optum's networks and employee departments to minimize redundancy. (Tr. 135; R Exh. 1.) Facing a $400,000,000 budget shortfall, Optum was looking at ways to reduce costs[8]. As of 2022, approximately 1,200 positions had been eliminated across Optum West, resulting in savings of $142 million in salary and benefits.[9] In 2022, the contracting out of physician care for fee-for-service patients began at certain facilities. The hospitalist whose home hospital had been Laguna Beach Hospital was transferred to Saddleback and Mission when fee-for-service care was outsourced at Laguna Beach. During this time period, the Respondents also hired some hospitalists. (R Exh. 1, Tr. 138, 146-147, 175.)

After the petition for representation was filed, Stanley traveled to California to meet with the management team and educate them about the election process, including the requirement to maintain laboratory conditions. CMO Choi and Ray Chicone, President of Optum Orange County, mentioned that some changes were being made to align the hospitalist position to its other operations, specifically that one of the groups doing significant fee-for-service care would be changed to managed care, and it would involve a reduction in force (RIF). Stanley advised them to hold off on the changes until at least after the election. Stanley was unsure whether plans were in progress for these changes prior to the petition. (Tr. 70-73.)

D. Proposals Planned and Events Occurring Post-Certification, Pre-RIF

Dr. Choi's OC Inpatient Discussion working document continued to evolve. At some point, a proposal was made to reduce hospitalist full time equivalent (FTE) positions by 6 physicians at Saddleback and Mission due to low managed case census, and to outsource remaining fee-for-service care for a savings of $1.75 million, and to cease employing hospitalists at Anaheim Regional Hospital due to low managed case census, reducing headcount by 4 FTE. Other proposals, many of which were implemented, included closing or relocating/integrating departments. (Jt. Exh. 16; R Exh. 1.) Timeline-wise, it was anticipated that in the second and third quarters of 2023, teams would be notified that fee-for-service patients would be moved to a contracted network at Mission and Saddleback. With the fee-for-service work contracted out, the remaining patient census at Mission and Saddleback would decrease significantly, resulting in

[7] Covid caused some delays in implementation. (Tr. 130.)

[8] It is unclear from the record whether this financial shortfall was in relation to internal company forecasts or something else.

[9] Optum West included everything from Seattle to Arizona. (Tr. 140.)

elimination of the 6 physician positions. The plan to cease staffing Anaheim with employed hospitalists, and to outsource fee-for-service work was anticipated in the third quarter of 2023, resulting in reduction of 4 FTE (the 4 physicians assigned to Anaheim) due to the low remaining census of managed care patients and low overall census.[10] (R Exh. 1; Tr. 146-147, 155-156, 172.) A chart on the document's final page summarizing the programs, staff and departments impacted or slated to be impacted did not include the downsizing of Saddleback, Mission, or Anaheim. The OC Inpatient Discussion document, including the chart, was sent to the Respondents' leadership team in August 2023 to review and decide whether to finalize.[11] (R Exh. 1; Tr. 135-137.)

A September 20, 2023, document entitled "Business Case" lists VP and Medical Director Ruchi Sareen as the manager responsible for downsizing. The Business Case's stated purpose was to close the large financial gap in budget by eliminating redundant functions and operations while maintaining patient care. In line with the planning documents discussed above, the Business Case called for, among other changes, eliminating four physicians at Anaheim and six physicians at Saddleback and Mission. The estimated cost savings from the FTE downsizing was $5.7 million. The target notification date was October 26, 2023, and the targeted termination date was January 25, 2024. (R Exh. 3.)

To identify the physicians for termination, the Respondents engaged in a "stacking" process in September 2023, coinciding with the September 20, 2023, Business Case. The stacking process considered the employees' FTE status, their performance ratings in 2022 and 2023, and their partnership status, which included no partnership, associate partner, partner, distinguished partner. The stacking process also considered years of service, whether the physician had been selected to participate in a strategic thinking team, whether they were willing to work hybrid and night shifts, whether they participated in extracurricular offerings and went above and beyond, and whether they participated in monthly hospital meetings or otherwise engaged with the organization.

Each physician received an overall rating based on the stacking process, resulting in termination notices for the six physicians with the lowest scores. The Respondents' reason for terminating the other four physicians was that they had been working primarily at Anaheim, which had a low managed-care census. (Tr. 150-155, 158-159, 181; Jt. Exh. 16, p. 8.) The Union was not informed of the stacking process and did not participate in the process or have a say in the number and identity of the physicians chosen for termination.

E. RIF Implementation and Termination Notices

Physicians and the Respondents entered into "Physician Employment Agreements." The agreements could be terminated by either party with a 90-day written notice, and could be modified in writing, signed by each party. (Jt. Exh. 8.) The hospitalists/physicians each had a "home" hospital, and generally covered one or two facilities regularly. They could be assigned to different

[10] Anaheim Regional was referred to in planning documents as a "non-union facility." The elimination of 4 FTE translated to $1.9 million savings. (R Exh. 1.)

[11] Hospitals were delineated as "North County" and "South County" based on their locations. Anaheim was "North" and Saddleback and Mission were "South." (Tr. 75, 145-147, 176.)

facilities depending on need and coverage, within the limits of their credentials. (Tr. 21, 31-32, 111, 155.)

The 10 bargaining unit physicians who had their physician employment agreements terminated each originally entered into employment agreements with the following entities on the date specified below:

PHYSICIAN	EMPLOYER	DATE
Gholamreza ("Reza") Rasouli	Healthcare Partners Medical Group	November 23, 2010
Erik Geiger	Optum Medical Partners	January 1, 2014
Jun Liu	Optum Medical Partners	January 1, 2014
Jennifer Hung	Optum Medical Partners	January 1, 2014
Hadi Mansoury	Optum Medical Partners	August 3, 2015
Kristopher Huston	Healthcare Partners Medical Group	March 8, 2017
Ragavi Elangovan	Healthcare Partners Medical Group	February 27, 2018
Kevin Howard	Healthcare Partners Medical Group	April 22, 2019
Ehsan Ghetmiri	OptumCare Medical Group	March 21, 2022
Ali Ahoui	OptumCare Medical Group	March 21, 2022

Each physician impacted by the reduction in force (RIF) received an identical email, dated October 26, 2023, at 11:33 a.m., which stated:

> Dr. [...],
>
> Per our discussion, attached you will find a copy of the termination notice and summary of impact on benefits.[12]
>
> If you have any questions, please contact Toy Cook-Johnson at (949) 428-0701.
>
> Thank you for your hard work and dedication to Optum, UnitedHealth Group. I sincerely wish you success in your future endeavors.

The letters were signed by either Optum Medical Director & VP Sareen, or Justin Harris, Inpatient Medical Director. Each email contained an attachment, dated October 26, 2023, stating:

> Pursuant to Article 3.l(C) of the Physician Employment Agreement effective January 1, 2014, by and between Centers for Family Medicine ("Practice") and you, the Practice hereby provides 90 days' written notice that it will terminate your Physician Employment Agreement without cause. You are relieved of your duties effective today, however, you

[12] The plan had been to talk to each impacted physicians on Teams before the emails were sent, though Stanley could not confirm this occurred. (Tr. 79.) In any event, the first sentence of the email to each physician plainly states they were spoken to at some point before the emails were sent.

While the terminations are at times referred to as layoffs by the parties, the notices sent to employees informed them their employment was being terminated, so that is the language I have primarily used in this decision. For the purposes of most relevant caselaw, however, they are generally interchangeable.

> will remain an employee of the Practice and will continue to be compensated throughout the notice period. The effective date of your employment termination will be January 25, 2024.
>
> If you have any questions about the notice period or benefits during the notice period, please contact People Business Partner, Toy Cook-Johnson at (949) 428-0701.

(Jt. Exhs. 10(a)-10(j).) Stanley learned the identity of the 10 impacted physicians about a week before October 26, 2023, the date the terminated physicians were notified. (Tr. 106.)

Union representative Adams first learned about the RIF when Dr. Mansoury called her on October 26, at 7:45 a.m. and informed her that he had been terminated. Dr. Hung also called Adams at 8:15 the same morning and informed her that she had received a termination letter. Adams told each of them, both of whom she perceived as distraught, that she would look into the situation. (Tr. 23.)

Stanley had sent an email to Adams at 10:26 a.m. on October 26, 2023. He was in Brewster, NY, when he sent the message, so the time on California was 7:26 a.m. The email stated:

> Today, October 26, 2023, the Centers for Family Medicine will be engaging in a reduction in force that will impact a portion of the population that is represented by the Union of American Physicians and Dentists (UAPD). This reduction is the next phase of our continued alignment between all of the California hospitalist groups. This reduction will bring Orange County in-line with all other hospitalists groups regarding reducing fee for service and focusing on our mission, managed care. Additionally, we will no longer be servicing Anaheim Regional Medical Center due to a sustained low census. This reduction will impact a total of ten (10) represented physicians. Please let me know if you would like to meet and discuss the impact of this reduction. Thanks

(Jt. Exh. 9.) There was no previous notice to the Union or opportunity to bargain over the RIF's implementation or effects. Adams did not respond to the request to discuss the impact of the RIF, testifying, "At that point, the damage had already been done. So an immediate response wasn't necessary." At the time of the RIF, the Union was in the process of building their bargaining team to bargain for a first contract. (Tr. 24-26.)

When asked what he had in mind regarding effects bargaining, Stanley testified, based on his prior experience in similar situations, albeit with a different union:

> And I'm basing this just off of what we've always done with the other ones as well, which is mostly with SEIU, but we've done everything from, you know, negotiating as to who's impacted, because when we do the initial notifications, we do it by our standard practice, right? Which is a mixture of objective and subjective criteria, right. So it's not uncommon that you just say, hey, listen, these are the wrong ten people. And we've changed that in the past.

> Different things around severance, different things around, you know, recall and those sort of things. Those are all things that we've negotiated in the past, including outplacement services, the continuation of insurance for periods of time. Those are all things that we've negotiated in the past in these situations.

(Tr. 82.) When asked specifically what he had anticipated in the instant case, Stanley testified:

> [T]he advice that I had given to the leadership there was that we would very likely have to bargain as to who was impacted, the benefits they would receive that impact, recall rights, those sort of things.

(Tr. 95.)

On October 26, 2023, at 12:17 p.m. Pacific Time, VP and Medical Director Sareen sent an email to a variety of individuals, including several bargaining-unit members, stating:

> Hi Team,
>
> As you know, we periodically review the way we work to help us better serve our patients and ensure alignment with our strategy of expanding access to high quality, affordable value-based care. Our most recent review found several areas within our Orange County hospitalist program where a relocation of resources made the most sense in achieving our goals.
>
> • To be better stewards of our company's resources and assets, we have decided to combine our teams under one Orange County Inpatient leadership structure. Dr. Justin Harris will oversee both north and south Inpatient teams, with Shahab Zahed and Hsuanwen (Cathy) Huang reporting directly to him, effective immediately.
>
> • Our Orange County hospitalist program is being transitioned away from fee-for-service and toward value-based care and Optum patients.
>
> • We are transitioning hospitalist coverage at Anaheim Regional Hospital to the Chest and Critical Care hospitalist team in order to provide more efficient and streamlined care to our Patients.
>
> • As a result of these changes to our Orange County hospitalist program, some of our teammates have been impacted across Anaheim Regional, Saddleback Memorial, and Mission Hospitals.
>
> While difficult, these changes were necessary to align our operations. We know it will take time to process these changes, but I wanted you to hear it from me first.
>
> We may need to reprioritize tasks and take on some additional scope while we determine how to transition work under these changes. Dr Justin Harris will reach out shortly to

> provide guidance regarding schedules and any additional support needed at the impacted facilities.
>
> We also will be looking at ways that we can become more efficient as a team because it's important to us that we make it through these changes without undue stress or hardship. We'll continue to talk in the days and weeks ahead so please let me know if you have ideas on streamlining our work or if there are things we may have overlooked.

(Jt. Exh. 16; Tr. 86.)

Prior to the RIF, Adams described the unit physicians as "very enthusiastic, happy to have Union representation." After the RIF, Adams perceived fear, and observed it became difficult to recruit physicians for the bargaining team, noting that some of the terminated physicians had been part of the bargaining team. Adams received calls and texts from unit members inquiring whether the Union could protect their jobs. At membership meetings employees asked how the Union could help them at this point and said they were afraid of being retaliated against or terminated. Union counsel responded to employees' questions. (Tr. 29, 42-44, 52-54, 59-60.)

F. Post-Termination Notice Communications and Bargaining

Despite the terminated physicians having been relieved of their duties effective October 26, on November 2, 2023, Stanley raised concerns with Adams about physicians working outside their contract, which he viewed as impermissible absent resignation. The Union disputed this, and noted the topic should have been the subject of effects bargaining prior to the RIF's implementation. (Jt. Exhs. 11, 12; Tr. 87.)

On November 3, Union attorney Soto emailed Respondent attorney Mirrafati, expressing that the decision to unilaterally announce the terminations of 10 physicians was improper. Soto demanded immediate rescission of that decision and reinstatement of the 10 physicians, stating that such a decision could not be made without first providing the Union notice and an opportunity to bargain. Soto requested 26 categories of information related to the terminations, asserting the information was needed to bargain over the decision and/or its effects. She concluded by reiterating the demand that the decision be rescinded. (Jt. Exh. 13.)

In the context of a discussion regarding an information request from the Union, on November 6, 2023, Mirrafati sent Jessica Vargas, counsel for the Union,[13] an email stating, in relevant part:

> In the meantime, please note that, as we have previously informed UAPD, we are open and willing to meet with you to discuss the impact of the layoffs especially since the affected individuals continue to remain employed throughout the 90 day notice period. Please let us know if you propose any dates/times for such a discussion.

[13] Other union representatives were included but the salutation was to Vargas.

(Jt. Exh. 14.) In an email response to letters sent by the Union's lawyers dated November 10, Mirrafati stated, "[W]e are ready and willing to meet with UAPD to discuss the *effects* of the layoffs." (Jt. Exh. 15, emphasis in original.) The November 10 email responded to some of the items that the Union had requested concerning the terminations, and also stated that the Respondents were continuing to work on obtaining the extensive information request, and anticipated a full response by November 16. In a November 20, 2023, response to an information request from the Union about the RIF, Mirrafati reiterated:

> As previously noted in our letter dated November 10, CFM asserts that it did not have an obligation to bargain over the decision to lay off the Hospitalists. However, CFM has been ready and willing to meet with UAPD to discuss the effects of the layoffs. Since the affected Hospitalists were provided 90 days' written notice and continue to remain employed until January 25, 2024, UAPD has plenty of time to meet with CFM to bargain over the effects of the decision before the layoffs take effect. In this regard, we have repeatedly informed UAPD to let us know if it would like to discuss the layoffs, and we have yet to hear about potential dates.

(Jt. Exh. 16.) The Union responded on December 15, stating that the RIF decision had already been implemented, and opining that any bargaining would therefore be futile.[14] Nonetheless, the Union requested follow-up information about the terminations. In addition, the Union pointed out that three months of non-work for the affected physicians was unilaterally imposed and informed the Respondents that each of the affected hospitalists wanted to continue working, stating:

> With regard to another matter, each of the hospitalists wants to continue working any place they can. They want to work at facilities where they previously worked or any other facility where the employer places hospitalists. It is clear that other hospitals (sic) are working more hours and/or that locum tenens or other subcontractors are being used in some of these facilities. Additional shifts are being provided to the current hospitalists rather than the available terminated employees.[15] These are all shifts that should be allowed to be worked by the ten hospitalists who are not working.
>
> Sitting at home is detrimental to these hospitalists' careers: They are prevented from making contacts; from keeping up on advances in medicine; and their skills languish while they are at home unable to practice medicine.
>
> . . .
>
> There is no legitimate reason why they should not be able to continue working.

The letter concluded by stating, "We are available at any time to discuss these issues. Please provide dates when you are available." (Jt. Exh. 18.)

[14] The Union's response also expressed that the employer could have notified the Union about the RIF in advance, asserted arguments about joint employers, and requested further information regarding the decisionmaker and the decision-making process behind the RIF. (Jt. Exh. 18.)

[15] The statements concerning additional shifts/longer hours being provided to current hospitalists are not considered for the truth of the matter asserted.

In a footnote in a December 28, 2023, email to the Union's counsel, the Respondents' counsel opined there was no obligation to bargain over the decision to lay off the physicians, but stated, "we have been willing to meet and confer with UAPD over its decision." (Jt. Exh. 19.) It is undisputed that the Union did not propose dates to bargain over the RIF decision or its effects at any time. (Tr. 40-42, 95.)

Bargaining sessions for a first contract meanwhile continued, with the parties' initial bargaining sessions in January 2024. Bargaining dates were scheduled for March 10 and 25, 2025. Stanley canceled both sessions. At no point after did the Respondents reach out to reschedule the canceled bargaining sessions. (Tr. 26, 30.)

G. Decertification Petition and Withdrawal of Recognition

Two physicians filed a decertification petition with Region 21 on March 4, 2025. (Jt. Exh. 20.) On March 10, 2025, the Regional Director dismissed the decertification petition because the unfair labor practice allegations, if proven, would bar a representation question and require an affirmative bargaining order. (Jt. Exh. 21.)

On March 28, 2025, Stanley emailed Adams and the Union's other attorneys, stating that the Respondents had received notice that a supermajority of the bargaining unit no longer wanted to be represented by the UAPD, and the Respondents intended to withdraw recognition. Union Attorney Lisl Soto responded on April 1, asking for a copy of the "objective evidence indicating that a supermajority of employees in the bargaining unit no longer wished to be represented by the Union of American Physicians and Dentists." Stanley responded the same day, stating in relevant part:

> I am attaching an email sent to me by an attorney representing the doctors. He has stated that he has signed declarations from 70% of the unit that they no longer seek representation with UAPD. I did call the attorney and he stated that they had 20 declarations. We currently have 28 hospitalist[s] which will decrease to 27 with the departure of Nima Taheri next month.

(GC Exh, 2.) The attached email, dated March 14, 2025, was from the above-referenced attorney, Warren Nelson, who represented the petitioners for decertification. Warren's email further stated:

> The Petitioners have told me that their reasons for filing the Petition had nothing to do with the issues stated in the Union's ULP and that they had multiple unrelated yet substantive reasons to decide that the Hospitalists no longer wished to be represented by the Union. I have heard from the Petitioners that the Union representatives appear to be taunting them and are refusing to agree to an Election or otherwise discontinue their representation of the bargaining unit.[16]

(GC Exh. 3.) On April 4, attorney Soto asked for the 20 declarations referenced in the email. Stanley responded on April 10 that the attorney representing the petitioners advised that the

[16] No employees who filed and/or supported the decertification petition testified and no employee statements or declarations were reviewed by Stanley or submitted into evidence.

declarants received threats from the Union/their supporters and feared retribution. He added that the NLRB had cards and may be able to verify the number of physicians requesting decertification. (GC Exhs. 2, 3; Tr. 101.) Aside from the correspondence between counsel and Stanley, the Respondents did not provide any information other than the March 14 email regarding the Union's alleged loss of majority support. (Tr. 28.) Stanley did not see anything signed by the physicians in the bargaining unit, relying instead on his communication with Warren. (Tr. 120.)

DECISION AND ANALYSIS

The National Labor Relations Act, at § 8(a)(5), provides that it shall be an unfair labor practice for an employer "to refuse to bargain collectively with the representatives of his employees." Collective bargaining is defined in § 8(d) as "the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment." The Act does not define "terms and conditions" of employment. Consequently, as discussed in context below, the Board and Supreme Court's decisions have helped define this phrase. Regarding topics other than wages, hours or other terms and conditions of employment, "each party is free to bargain or not to bargain, and to agree or not to agree." *NLRB v. Borg-Warner*, 356 US 342, 349 (1958).

A unilateral change made during contract negotiations "must of necessity obstruct bargaining, contrary to the congressional policy" and "will rarely be justified by any reason of substance." *NLRB v. Katz*, 369 U.S. 736, 747 (1962).

A. The Terminations

Complaint paragraphs 7 and 9 allege the Respondents violated Section 8(a)(1) and (5) of the Act when, on October 26, 2023, the Respondents notified 10 unit employees that their employment agreements were terminated and they were relieved of their duties effective immediately, and were terminated effective January 25, 2024.

1. Decisional Bargaining

a. The Duty to Bargain

It is well established, with limited exceptions, that the decision to lay off or otherwise terminate the employment of bargaining-unit employees for economic reasons is a mandatory subject of bargaining. *McClain E-Z Pack, Inc*., 342 NLRB 337 (2004); *Toma Metals, Inc*., 342 NLRB 787, 787 fn. 1 (2004); *NLRB v. Advertising Mfg. Co*., 823 F.2d 1086, 1090 (7th Cir. 1987), enfg. in relevant part *Advertisers Mfg. Co*., 280 NLRB 1185 (1986). In *Wendt Corporation*, 372 NLRB No. 135 (2023), the full Board addressed the statutory duty of employers to bargain with unions before making changes in terms and conditions of work in a case with facts similar to those here.[17] In *Wendt,* the employer implemented a 10-person temporary layoff during first contract negotiations after certification. *Wendt* retroactively overruled *Raytheon Network Centric Systems*,

[17] Member Kaplan concurred in finding that the employer acted unlawfully but opined that the Board was precluded from reaching the validity of *Raytheon* by the D.C. Circuit's remand order in the case.

365 NLRB 1722 (2017), which had given employers greater latitude to make unilateral changes affecting a unionized workforce during a contractual hiatus or during negotiations for a first contract.[18] The Board explained in *Wendt* that allowing employers to justify discretionary unilateral changes during such time periods as a "past practice" was both inconsistent with the Supreme Court's decision in *NLRB v. Katz*, above, and undermined the pro-bargaining policies of the Act. 372 NLRB No. 135 slip op. at 1, 27.

The Respondents argue they did not have a duty to bargain over the decision to terminate the 10 physicians because it related to "core entrepreneurial control" and thus fall into an exception under *First National Maintenance Corp. v. NLRB*, 452 U.S. 666 (1981). The General Counsel and the Charging Party contend that bargaining was required because the decisions to terminate employees and contract out work for economic reasons are mandatory subjects of bargaining under *Fibreboard Paper Products Corp. v. N.L.R.B.*, 379 U.S. 203 (1964). As such, a discussion of these two Supreme Court precedents follows.

Fibreboard involved a paper manufacturing plant in Emeryville, California. The East Bay Union Machinists, Local 1304, United Steelworkers of America, AFL-CIO (the Union), represented a unit of the company's maintenance employees. The company undertook a study, and realized it could save money by contracting out its maintenance work. A series of communications between the company and the Union ensued. The result, however, was that the company terminated the employment of its maintenance workers, and employees of an outside company took over their work.

The Court in *Fibreboard* found that there was a duty to bargain, noting that "inclusion of 'contracting out' within the statutory scope of collective bargaining . . . seems well designed to effectuate the purposes of the National Labor Relations Act." 379 U.S. at 211. The Court emphasized that the company's basic operation was not altered, as the work in question had to be performed regardless. No capital investment was contemplated or effectuated. The company merely replaced its unit employees with other workers.

In *First National Maintenance*, the company provided cleaning services. Among its customers was Greenpark, a nursing home. At some point, Greenpark cut its weekly fee for the company's services in half. The company, realizing it was losing money on the contract, asked Greenpark to restore its fee to the previous level. Greenpark declined, and the company decided to discontinue the contract. As a result, the company gave notice of termination to the roughly 35 employees servicing that contract. The union attempted to delay the termination to bargain over it, but the company refused, stating, in relevant part, that the termination of the Greenpark contract was purely a financial matter and beyond its control.

The Court began its discussion in *First National Maintenance* by delineating business decisions into three general categories[19]:

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[18] The Board stated that it would have found the layoffs unlawful even under *Raytheon*.

[19] These three categories came from Justice Stewart's concurring opinion in *Fibreboard*, which was influential to the Court in deciding *First National Maintenance*.

> Some management decisions, such as choice of advertising and promotion, product type and design, and financing arrangements, have only an indirect and attenuated impact on the employment relationship. *See Fibreboard*, 379 U.S., at 223 (STEWART, J., concurring). Other management decisions, such as the order of succession of layoffs and recalls, production quotas, and work rules, are almost exclusively "an aspect of the relationship" between employer and employee. *Chemical Workers*, 404 U.S. [157 (1971], at 178. The present case concerns a third type of management decision, one that had a direct impact on employment, since jobs were inexorably eliminated by the termination, but had as its focus only the economic profitability of the contract with Greenpark, a concern under these facts wholly apart from the employment relationship. This decision, involving a change in the scope and direction of the enterprise, is akin to the decision whether to be in business at all, "not in [itself] primarily about conditions of employment, though the effect of the decision may be necessarily to terminate employment." *Fibreboard*, 379 U.S., at 223 (STEWART, J., concurring). *Cf. Textile Workers v. Darlington Co.*, 380 U.S. 263, 268 (1965) ("an employer has the absolute right to terminate his entire business for any reason he pleases"). At the same time, this decision touches on a matter of central and pressing concern to the union and its member employees: the possibility of continued employment and the retention of the employees' very jobs. See *Brockway Motor Trucks v. NLRB*, 582 F.2d 720, 735-736 (CA3 1978); *Ozark Trailers, Inc.*, 161 NLRB 561, 566-568 (1966).

452 US at 676-77.

The *First National Maintenance* Court distinguished *Fibreboard*, explaining that the company there had merely replaced its unit employees with other workers to perform the same work, and pointing out the emphasis on labor costs, which the *Fibreboard* Court found to be "peculiarly suitable for resolution within a collective bargaining framework." *Id.* at 680, *quoting Fibreboard,* 379 US at 214. It further noted that unlike in *Fibreboard*, the most the union could do in *First National Maintenance* would be to offer advice and concessions that the customer, Greenpark, had no duty to consider. Finally, the Court emphasized the limitations of its holding, stating, "In this opinion we of course intimate no view as to other types of management decisions, such as plant relocations, sales, other kinds of subcontracting, automation, etc., which are to be considered on their particular facts." *Id, be*

The Board and federal courts have consistently construed *First National Maintenance* as a narrow carve-out from the general duty to bargain, applicable only when an employer's decision constitutes a fundamental change in the scope and direction of the enterprise "akin to the decision whether to be in business at all" rather than a decision about how to more efficiently conduct the existing business. 452 U.S. at 677. See *DuPont Specialty Products USA,* 369 NLRB No. 117 (2020), enfd. 2021 WL 3579384 (3d Cir. Aug. 13, 2021) (chemical manufacturer's decision to subcontract emergency response team functions was a mandatory bargaining subject because "[t]he change in the employment arrangement for the individuals performing emergency services did not impinge on the nature, purpose, or scope of the enterprise."); *Holmes & Narver*, 309 NLRB 146 (1992); *Mi Pueblo Foods*, 360 NLRB 1097 (2014); *Bob's Tire Co., Inc. v. NLRB*, 980 F.3d 147 D.C. Cir. (2020).

The Respondents argue that this case is distinguishable from *Fibreboard* because labor costs did not factor into its decision to contract out fee-for-service patient care. The Board held, in *Torrington Industries,* 307 NLRB 809, 810 (1992), that when the record shows that essentially *Fibreboard* subcontracting is involved, "there is no need to apply any further tests in order to determine whether the decision is subject to the statutory duty to bargain." Specifically, it stated that it did not see the usefulness in applying the "labor cost concession" test set forth in *Dubuque Packing Co*., 303 NLRB 386 (1991), "in cases involving decisions that, unlike the plant relocation decision at issue in *Dubuque*, are not likely to be entwined with changes in the operation of the enterprise that go well beyond merely the replacement of one set of employees doing work by another set of employees." *Torrington*, supra,. at fn. 14. It therefore declined to independently analyze whether labor costs drove the company's decision therein. Here, unlike in *First National Maintenance,* where an external customer changed the terms contract for work and the employer ceased providing the work in any capacity, the Respondents contracted out the remaining fee-for-service work. As such, the *Dubuque Packing* analysis is not required here.[20]

While there were certainly numerous other changes going on with the Respondents' various related entities in and around the time of the RIF related to the plans discussed above, there is nothing about the particular change of terminating employees and subcontracting out that work that logically tethers it to the change in overall focus away from employee hospitalists covering fee-for-service patients, albeit at a reduced volume, versus contracting out that work. The Respondents continued to see fee-for-service patients using contractors. Indeed, in *Dubuque Packing*, the employer instituted a number of other cost-saving measures throughout its corporate structure and argued that the relocation decision at issue in the case was just one part of an overall restructuring, yet the Board nonetheless found that the relocation of unit work in that case violated the Act.

In the instant case, the shift away from using employed hospitalists to service fee-for-service patients, contracting out this work, and using employed hospitalists only to service managed care patients, is a change in degree rather than kind. The Respondents continued to provide medical services to patients (including fee-for-service patients), and to utilize physicians to perform that work. The fundamental nature of the business, i.e. physicians treating patients, remained unchanged. See *Acme Die Casting,* 315 NLRB 202 (1994) (applying *Fibreboard* and *Torrington Industries* despite change in location of subcontracted work). Accordingly, I find the Respondents were required to provide the Union with notice and opportunity to bargain over the decision.

b. Notice and Opportunity to Bargain

Adequate notice must "afford the union with a reasonable opportunity to evaluate the proposals and present counter proposals" before the change is implemented. *San Juan Teachers*

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[20] In any event, it is clear the labor costs, though a small portion of overall savings in relation to the budget gap the Respondents were looking to close, were considered, as evidenced by planning documents.

The Respondents cite to *Otis Elevator*, 270 NLRB, 232, correcting 269 NLRB 891, 892, 893 (1984) and numerous cases that were decided under its framework. That Board clarified that framework in 1991 when it issued *Dubuque Packing,* above.

Assn., 355 NLRB 172, 176 (2010), quoting *Gannett Co*., 333 NLRB 355, 357 (2001). I find the Respondents did not provide a meaningful opportunity to bargain before implementing the RIF on October 26, 2023.

5 The 7:26 a.m. email from Stanley to Adams, notifying her of the terminations, was sent minutes before Adams received a 7:45 a.m. call from Dr. Mansoury stating she had been terminated. This is consistent with opening sentence of the email each terminated physician received, which stated, "Per our discussion, attached you will find a copy of the termination notice and summary of impact on benefits."[21] Clearly, Dr. Mansoury was informed of her termination 10 prior to 7:45 a.m., making it, for all intents and purposes, contemporaneous with the Union's notification. A similar scenario was addressed directly in *Louisiana Dock Co., Inc. v. NLRB*, 909 F.2d 281 (7th Cir. 1990), where the Seventh Circuit held that an employer's failure to give the union reasonable advance notice of layoffs constituted an independent Section 8(a)(5) violation. A termination notice presented to the Union as a fait accompli, even if framed as "notice," deprives 15 the Union of any meaningful opportunity to bargain, rendering the notice legally insufficient.

The Respondents argue that, because the impacted physicians were paid through January 25, 2024, pursuant to their employment agreements, ample time and opportunity for decisional bargaining remained. There are numerous holes in this argument. First and foremost is that the 20 decisions to issue the RIF, of whom to terminate and when, were already finalized, and physicians were notified of this and relieved of their duties as of October 26, 2023. Simply put, the decision was made and the physicians were no longer at work. The Respondents' actions contrast with *Clarkwood Corp*., 233 NLRB 1172, 1172 (1977), enfd. 586 F.2d 835 (3d Cir. 1978), cited by the Respondents, where the Board held that the union did not act with due diligence and abandoned 25 its rights to bargain when it did not request bargaining over a July 9 notice posted at the facility that the employer intended to two pay phones at the facility. The Union protested the removal of the phones but did not request to bargain, and the phones were removed the second week of August. During this window, the telephones remained at the facility in *Clarkwood*, whereas the physicians here did not remain at the hospitals, having been relieved of their duties immediately 30 upon notice.[22]

The Respondents claim that, after they implemented the decision by sending the RIF notices, they expressed a willingness to bargain over the decision. This is disingenuous. Although the Respondents made one vague statement in a footnote in December 28, 2023, correspondence, 35 that "we have been willing to meet and confer with UAPD over its decision," the Respondents

[21] Though what Dr. Mansoury conveyed is hearsay, the Board has long held that it will admit hearsay evidence "if rationally probative in force and if corroborated by something more than the slightest amount of other evidence." *RJR Communications*, 248 NLRB 920, 921 (1980); *Livermore Joe's Inc*., 285 NLRB 169 fn. 3 (1987). The letters to the physicians clearly state that they had been informed of their terminations in a discussion that occurred before the email was sent, and Stanley testified that the plan had been to talk to each physician on Teams before the email was sent. As such, the subject of Dr. Mansoury's call to Adams is corroborated hearsay and entitled to weight.

[22] The Respondents also cites to *AT&T Corp*., 337 NLRB 689, 692 (2002). That case is distinguishable on a number of fronts, including that the employer gave notice under the Worker Adjustment and Retraining Notification (WARN) Act, and the union avoided using a contractual procedure for forced adjustment that was as common to the parties as "popcorn [in] a popper." Id. at 693.

never made a comprehensible offer to bargain over the decision. To the contrary, as detailed above, the Respondents finalized the plan to conduct RIF, resulting in the termination of 10 FTE hospitalists, as of September 20, 2023, as stated in the Respondents' Business Case bearing that date. Yet nobody informed the Union until over a month later, and the Respondents' bargaining representatives repeatedly stated in their correspondence with the Union that there was no obligation to bargain over the decision.

The Respondents' obligation was to bargain before implementing the changes. See *Stamping Specialty Co*., 294 NLRB 703 (1989); *Atlantic Veal and Lamb, LLC*, 373 NLRB No. 19 (2024)(in the context of first-contract negotiations, a unilateral layoff "sends a dramatic signal of the union's impotence" and is prohibited where the parties had not reached overall impasse at the time the layoffs occurred.); See also *Wendt*, above. The Board and courts have made clear that an employer cannot cure a fait accompli violation by offering to bargain after the fact or by claiming that retroactive changes could be made. See *S & I Transp., Inc*., 311 NLRB 1388 (1993); *Regal Cinemas, Inc. v. NLRB*, 317 F.3d 300 (D.C. Cir. 2003). *Sociedad Espanola de Auxilio Mutuo y Beneficiencia de P.R. v. NLRB*, 414 F.3d 158, 167 (1st Cir.2005) (offer to negotiate after decisions were made constitutes offer to negotiate over fait accompli). The employer's obligation cannot be met by expressing some openness to bargain over undoing the changes it had unilaterally implemented or to entertain potential union proposals to claw back the status of these changes. Bargaining without first restoring the status quo by reinstating the terminated bargaining unit employees to work deprives the Union of its bargaining power and negates a true opportunity to negotiate over the decision. "Negotiations must proceed from the status quo ante, not from circumstances that the Respondent unlawfully changed and which increase its bargaining power by permitting it, during bargaining, to enjoy the very change that it is statutorily required to bargain over before making." *Cascades Containerboard Packaging*, 370 NLRB No. 76 (2021), slip op. at 17. Accordingly, I find the Respondents violated the Act as alleged by implementing the RIF without notice to the Union and an opportunity to bargain over the decision.

2. Effects Bargaining

The Respondents do not dispute that there was a duty to engage in effects bargaining. The dispute centers around whether the Union was provided the requisite notice and opportunity to bargain.

Bargaining over the effects of a decision must be conducted "in a meaningful manner and at a meaningful time . . . ." *First National Maintenance Corp*., above, at 681-682. An element of "meaningful" bargaining is timely notice to the union. To be timely, the notice must be given "sufficiently before . . . actual implementation so that the union is not confronted at the bargaining table with . . . a fait accompli." *Willamette Tug & Barge Co*., 300 NLRB 282, 283 (1990). See also *Allison Corp*., 330 NLRB 1363, 1366 (2000). Waiver will not be found where the employer simply announces and implements changes as if it had no obligation to bargain over the effects of the changes. See *Naperville Jeep/Dodge*, 357 NLRB 2252, 2272 (2012), and cases cited therein, enfd. *Dodge of Naperville v. NLRB*, 796 F.3d 31 (D.C. Cir. 2015), cert. denied 136 S.Ct. 1457 (2016); *Seaport Printing*, 351 NLRB 1269, 1270 (2007) (finding that respondent violated Section 8(a)(5) because any request for bargaining over effects would have been futile); *Gannett Co*., 333 NLRB 355, 359 (2001) (union did not waive its right to bargain over effects when presented with a fait

accompli). An employer may justify untimely notice only by proving the existence of unusual factors, such as a bona fide emergency.[23] See *Gannett,* above, at 359.

Typical topics of effects bargaining in a termination situation include the timing of the terminations, the number and identity of affected employees, severance packages and other benefits, and alternatives to termination. By having already finalized the timing of the termination notices and effective date, the number and identity of the affected employees, and having notified employees of whom to contact about questions regarding their benefits (which indicates that topic had been decided), prior to notifying the Union, the Respondents effectively foreclosed meaningful effects bargaining.

One of the most obvious avenues for the Union to have meaningfully engaged in effects bargaining would have been notice and opportunity to bargain over the process to determine the identity of the impacted physicians. This "stacking" process began around September 20, 2023, after the Union's certification, and it is undisputed that the Union was not notified about it and offered an opportunity to bargain about it or participate in determining the criteria to be used. While Stanley testified that he would have considered bargaining over changes to physicians selected for termination, this should have occurred before the employees the Respondents selected for termination received their notices, which removed them from the workplace immediately. The Respondents' actions of creating and executing a detailed process for determining which physicians to terminate, overseeing that process unilaterally from start to finish, and then notifying the affected employees before affording an opportunity to bargain, is a strong indicator that there was no true effort or intent to engage in effects bargaining.

Was it theoretically possible to engage in some degree of effects bargaining? Yes, but for all practical purposes, the die had been cast, and meaningful bargaining foreclosed. The physicians were notified of their terminations on October 26, 2023, and told not to come back to work, an event which would of course upend any employee's life. At that point, the impact of the Respondents' decision on each of 10 these physicians was real—they no longer had a job to go to. By the notices' terms, the physicians were immediately relieved of their previous duties of practicing medicine and not permitted to continue in their jobs. Presumably they had bills to pay, and were, in essence, notified that in three months' time, this may no longer be possible unless they were able to secure a new source of income. The dynamic created by any suggestion that the Union should then, post facto, engage in a process that may result different unit employees losing their jobs while those of the employer's choosing returned to work, or may result in some of the employees the Respondents had already selected for termination receiving more favorable results than others, is antithetical to industrial peace. It would very foreseeably create chaos and strife. I find the General Counsel has met her burden to prove this complaint allegation.

3. Waiver

The waiver of a right under the Act will not be found in the absence of clear and unambiguous evidence to that effect. *Metropolitan Edison Co. v. NLRB*, 460 U.S. 693, 708 (1983). Waiver of the right to bargain based on a union's failure to request bargaining will not be found

[23] The Respondents do not argue there was an emergency, and the record does not support any emergency exigency.

where the union was not given advance notice of the change and/or where the notice presented the change as a fait accompli. *Eby-Brown Co.*, 328 NLRB 496, 571-572 (1999); *Jaydon, Inc.*, 273 NLRB 1594, 1601 (1985); *Ciba-Geigy Pharmaceuticals Division*, 264 NLRB 1013, 1017-1018 (1982), enfd. 722 F.2d 1120 (3d Cir. 1983); *National Car Rental System*, 252 NLRB 159 (1980);
5 *Gratiot Community Hospital v. NLRB*, 51 F.3d 1255, 1260 (6th Cir. 1995); *Gulf States Mfg v. NLRB*, 704 F.2d 1390, 1397 (5th Cir. 1983).

In support of their arguments that the Union waived its right to bargain, the Respondents cite to *American Diamond Tool, Inc.*, 306 NLRB 570, 570-571 (1992). That case is
10 distinguishable, however, because the union did not object to unilateral economic layoffs. Here, the Union repeatedly objected, demanding recission and asserting an obligation to bargain both the decision and effects. The Respondents also cite to *McGraw Hill Broadcasting Co.*, 355 NLRB 1283, 1284-85 (2010). In that case, however, the three impacted employees with the least seniority and the Union, operating under an established collective-bargaining agreement stating, in relevant
15 part, "Layoffs on account of reduction of staff shall be made in inverse order of seniority within the staff. (Art. 5.4.3, p. 13.)," were given advance notice of when their work would cease, unlike here.[24]

As discussed above, I find the decision to terminate the physicians, the timing of the notice
20 and implementation of the terminations, the number and identities of the physicians terminated, and the benefits to be given to them, took place prior to any notice and meaningful opportunity to bargain. Although the Union did not provide dates for post-notice effects bargaining, the parties engaged in bargaining by exchanging information requests and responses related to the terminations until at least the end of December 2023. In a December 15, 2023, letter advocating
25 for the return of the 10 terminated physicians to the workplace, the Union concluded, stating, "We are available at any time to discuss these issues. Please provide dates when you are available." Board law requires a clear and unmistakable waiver, which is generally not established where the employer made core changes unilaterally and post-facto bargaining invitations came only after these changes had already been implemented. Accordingly, I find the Union did not waive
30 bargaining over the decision to terminate the 10 physicians or its effects.

B. Withdrawal of Recognition

Complaint paragraphs 8 and 9 allege that the Respondents violated Section 8(a)(1) and (5)
35 by withdrawing recognition of the Union on March 28, 2025.[25] The parties disagree on two material disputes: (1) whether the Respondents possessed objective evidence the Union lost majority support, and (2) whether unfair labor practices tainted unit employees' support.

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[24] The Respondents cite to *North Star Steel Co.*, 347 NLRB 1364, 1398-99 (2006). The employer in that case provided the union with notice prior to implementation. As discussed above, the notice to employees here that they were terminated and relieved of their duties immediately constituted implementation. Moreover, the administrative law judge in that case found that the union refused to meet unless the respondent essentially agreed in advance that the layoff procedure would be based on plantwide seniority

[25] The complaint contains a typo, listing the date incorrectly as March 28, 2026.

1. Objective Evidence

"[A]n employer may rebut the continuing presumption of an incumbent union's majority status, and unilaterally withdraw recognition, only on a showing that the union has, in fact, lost the support of a majority of the employees in the bargaining unit." *Levitz Furniture Co*., 333 NLRB 717 (2001).[26] The burden of proof rests on the employer. Id. at 723, 725. Prior to *Levitz*, if an employer had "good-faith reasonable doubt as to a union's majority support" then the employer could choose either to withdraw recognition or seek an RM election to determine a union's continued majority status. Id. at 727 citing *Celanese Corp*., 95 NLRB 664 (1951). However, the Board in *Levitz* determined that the better course would be to have two different standards: a higher standard for unilateral withdrawal of recognition and a lower standard for requesting an RM election, the former requiring the evidence the union actually lost support and the latter requiring only evidence that the employer had a good faith reasonable doubt as to the union's majority status.

A petition signed by a numerical majority of bargaining unit employees clearly expressing opposition to union representation constitutes objective evidence. Id. at 725; See *also Flying Food Group, Inc. v. NLRB*. 471 F.3d 178 (D.C. Cir. 2006). The mere filing of a decertification petition, however, is insufficient. *Dresser Industries, Inc*., 264 NLRB 1088 (1982); See also *Bryan Memorial Hosp. v. NLRB*., 814 F.2d 1259 (1987).

When an employer withdraws recognition, it does so at its own peril and will be required to show actual loss of majority support if the union files an unfair labor practice charge over the withdrawal. *T-Mobile USA, Inc*., 365 NLRB 175, 186 (2017), citing *Levitz Furniture*, 333 NLRB at 725.

Even under the lower pre-*Levitz* standard, which does not apply here, "[u]nverified assertions of disenchantment conveyed to Respondent secondhand are insufficient to establish a reasonable good faith doubt of the Union's majority status" *Bryan Memorial Hospital,* 814 F.2d at 1262; See also *R.J.B. Knits, Inc*., 309 NLRB 201, 205 (1992). The employer must be able to verify the number of signatories, whether they are actually current bargaining unit members, and whether any of them may have subsequently rescinded their positions—all factors that bear directly on the evidentiary analysis. See *Flying Foods Group, Inc*., 345 NLRB 101. 103-104 (2005) (Respondent did not prove the validity of signatures on petition and therefore did not show actual loss of majority support by the union at the time the respondent withdrew recognition); *Leggett & Platt, Inc*., 367 NLRB No. 51 (2018). In the instant case, the record does not contain evidence as to whether the referenced signatories were still employed at the time of the decertification, or whether any signatures were verified. In addition, the email from the decertification petitioners' attorney is silent on when any of the referenced decertification signatures were collected. I find the Respondents have failed to meet their burden under *Levitz*.

The Respondents cite to *NLRB v. B.A. Mullican Lumber & Mfg. Co*., 535 F.3d 271 (4th Cir. 2008), where the Fourth Circuit found that unsolicited letters from employees to the employer and the unsolicited letter from the employee who prepared and filed the decertification petition with the Board constituted objective evidence to support withdrawal of recognition. I could find

[26] *Levitz* was partially overruled by *Johnson Controls, Inc*., 368 NLRB No. 20 (2019), but the overruled aspects of the decision are not at issue here.

no Board or Supreme Court caselaw overturning *B.A. Mullican Lumber & Mfg. Co.*, 350 NLRB 493 (2007), the Board decision which the Fourth Circuit declined to enforce, and it therefore constitutes extant Board law, which I am bound to follow.[27] The Board in *B.A. Mullican Lumber* adopted the administrative law judge's finding that the employer violated Section 8(a)(1) and (5) by withdrawing recognition because the employer did not prove that the union had lost the support of a majority of the unit when it relied only on unverified anonymous statements. The administrative law judge's affirmed findings included that unsolicited letter from the employee who prepared and filed the decertification petition with the Board was not objective evidence, stating:

> Although Carroll's letter states that 114 of 220 employees had signed decertification slips, there is no probative evidence that each of those 114 employees was in the unit or employed on June 28, when the Respondent withdrew recognition. No representative of the Respondent ever saw, or requested to see, the "decertification slips" to which Carroll referred in his letter. There is no evidence that the Respondent identified the employees who had purportedly signed decertification slips, determined that each employee was in the unit, or sought to authenticate their signatures.

Id. slip op. at 14. Accordingly, under extant Board law, the Respondents did not present objective evidence of loss of support, and its withdrawal of recognition violated Act.

2. Effect of Unfair Labor Practices

Assuming the Respondents provided objective evidence of loss of support sufficient to withdraw recognition, I find the unilateral mass termination tainted the decertification petition. The burden of proving unfair labor practices tainted a decertification petition rests with the party asserting the taint, here the General Counsel.

Evidence in support of a withdrawal of recognition "must be raised in a context free of unfair labor practices of the sort likely, under all the circumstances, to affect the union's status, cause employee disaffection, or improperly affect the bargaining relationship itself." *Lee Lumber & Building Material Corp.*, 322 NLRB 175, 177 (1996), affd. in relevant part and remanded 117 F.3d 1454 (D.C. Cir. 1997). "[I]n cases involving unfair labor practices other than a general refusal to recognize and bargain, there must be specific proof of a causal relationship between the unfair labor practice and the ensuing events indicating a loss of support." *Lee Lumber*, above. The criteria for determining whether a causal relationship has been established include:

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[27] See *D.L. Baker, Inc.*, 351 NLRB 515, 529 fn. 42 (2007) ("The Board generally applies its 'nonacquiescence policy' . . . and instructs its administrative law judges to follow Board precedent, not court of appeals precedent, unless overruled by the United States Supreme Court.").

I note that in *In Frankl ex rel. NLRB v. HTH Corp*., 693 F.3d 1051, 1060 (9th Cir. 2012), the Court, in finding the employer did not show any objective basis for believing there was a lack of majority support for the union, relied on the Board's holding in *Levitz* that it will "not consider employees' unverified statements regarding other employees' antiunion sentiments to be reliable evidence of opposition to the union" for purposes of unilateral withdrawal of recognition. I could not find a Board case resting on the Fourth Circuit's *NLRB v. B.A. Mullican Lumber & Mfg. Co* decision.

1. The length of time between the unfair labor practice and the withdrawal of recognition;

2. The nature of the violation, including the possibility of a detrimental or lasting effect on employees;

3. The tendency to cause employee disaffection;

4. The effect of the unlawful conduct on employees' morale, organizational activities, and membership in the union.

Master Slack Corp., 271 NLRB 78, 84 (1984).

The first *Master Slack* factor, the time between the unfair labor practice and the withdrawal of recognition, calculated from October 26, 2023, was approximately a year and five months. This factor is properly viewed in the context of whether the unfair labor practices "were of a more serious nature . . . and were disseminated throughout the bargaining unit." *Wendt Corp*., 371 NLRB No. 159, slip op. at 7 (2022), quoting *Champion Enterprises*, 350 NLRB 788, 792 fn. 19 (2007). Therefore, it is not surprising that caselaw regarding the timing varies dramatically depending on these other factors. For example, in *Champion Home Builders Co*., 350 NLRB 788, 791–92 (2007), cited by the Respondents, a five-to-six-month interval between disaffection petition a single unlawful threat to one employee, confiscation of union materials from a single employee on one occasion, and a one-day layoff of most bargaining-unit employees, weighed against finding the decertification petition was tainted. By contrast, in *Wendt Corp*., 371 NLRB No. 159, cited by the General Counsel, the Board found a causal connection was established, despite three to four years between the unfair labor practices and the decertification petition, where the employer had engaged in a sustained pattern of conduct found to have violated Section 8(a)(1), (3), and (5) of the Act. Because the timing varies so dramatically given the nature of the violation, the timing factor is addressed after consideration of the second factor.

The second and third factors are typically analyzed together because, as multiple courts have noted, "unfair labor practices that have a lasting effect on employees are likely to be serious enough to cause disaffection with a union." *Denton County Electric Cooperative, Inc. v. NLRB*, 962 F.3d 161 (5th Cir. 2020); See also *J.G. Kern Enterprises, Inc*., 371 NLRB No. 91 (2022).

It is well established that "an employer may not withdraw recognition from a union while there are unremedied unfair labor practices tending to cause employees to become disaffected from the union." *Penn Tank Lines*, Inc., 336 NLRB 1066, 1067 (2001) (citation omitted). There can be no dispute that bypassing the Union shortly after certification and while bargaining for a first contract to unlawfully institute a mass termination of 10 employees in a bargaining unit of approximately 45, would have a detrimental and lasting effect on employees, and tend to cause employee disaffection. In *Wendt*, within two months of the commencement of the parties' bargaining for a first contract, the employer unilaterally removed unit work by transferring it to three newly appointed supervisors, all of whom had been previous bargaining-unit members, diminishing the unit from 33 to 30 employees. The Board stated, "the Respondent's opening salvo in the parties' nascent collective-bargaining relationship was the unlawful unilateral elimination of three important unit jobs." 371 NLRB slip op. at 5. The employer in *Wendt,* about two months

later, failed to bargain with the Union over providing annual performance reviews and accompanying wage increases to unit employees, resulting in loss of wage increases for that period. Here, the unilateral and permanent terminations occurred the month after bargaining began and involved a sizeable portion of the bargaining unit, with 10 physicians immediately relieved of their duties and no longer present at work.[28] Though the unit in *Wendt* was degraded through the unilateral promotion of the bargaining unit members, which is inarguably less severe than what occurred here, the Board, in addressing only the employer's unilateral conduct, stated:

> [T]he Employer's wide-ranging unilateral conduct on topics key to employees' livelihood has a lasting detrimental effect on their support for the Union because it demonstrates to them that their union is irrelevant and powerless in protecting their jobs and terms and conditions of employment . . . We highlight the threat to the continued existence of bargaining unit jobs based on the Employer's unlawful unilateral elimination of those jobs.

371 NLRB slip op. at 7 (footnotes and internal citations omitted). In light of the lasting threat to the continued existence of bargaining-unit jobs, coupled with the dissemination of the 10 terminations to several members bargaining unit (see R Exh. 16, p 6.), I find the timing between the terminations and the withdrawal of recognition does not sufficiently negate a causal relationship.

The Respondents cite to *Lexus of Concord, Inc*., 343 NLRB 851, 852 (2004), to support their position that there was no detrimental or lasting effect on the employees. That case, however, involved the unilateral placement of a single employee into an installer position, which was a position the other unit employees disliked, the placement did not take work away from other unit employees. The Board, noting the employer's past practice of hiring installers from the ranks of its employees, concluded that the unilateral transfer at issue "would not have signaled anything out of the ordinary to unit employees." Id. *Lexus of Concord* is thus clearly distinguishable from the instant case.

Regarding the tendency to cause employee disaffection, the Board has held the relevant inquiry is the objective evidence of the commission of unfair labor practices that has the tendency to undermine the Union, and not the subjective state of mind of the employees. *AT Systems West, Inc*., 341 NLRB 57, 60 (2004); *Wire Products*, 326 NLRB 625, 627 fn. 13 (1998), enfd. mem. 210 F.3d 375 (7th Cir. 2000) ("In assessing the tendency of unlawful action to cause employee disaffection, the Board applies an objective, rather than a subjective, test. For this reason, actual knowledge by the employees of the unfair labor practices need not be shown.") *Overnite Transp. Co*., 333 NLRB 1392, 1397, fn. 22 (2001) ("Except for the fourth factor, the *Master Slack* analysis weighs the objective tendency of the unfair labor practices to undermine union support, and evidence of the actual impact of the Employer's unfair labor practices is not required.") The abrupt termination of 10 unit employees, leading to their immediate removal from the workplace, clearly would have a tendency to cause employee disaffection. See *May Department Stores Co. v. NLRB*, 326 U.S. 376, 385 (1945)(Unilateral action of implementing wage adjustments "minimizes the

[28] On April 1, 2025, Stanley indicated the bargaining unit had 28 members, soon to be 27 with an upcoming resignation. (GC Exh. 2.)

influence of organized bargaining. It interferes with the right of self organization by emphasizing to the employees that there is no necessity for a collective bargaining agent.")[29]

As to the fourth *Master Slack* factor, the effect of the unlawful conduct on employees' morale, organizational activities, and membership in the union, organizer Adams provided unrefuted testimony that before the RIF the physicians were enthusiastic to have union representation. After the RIF, members expressed fear of retaliation and questioned what the Union could do to help them. Some of the terminated employees had been members of the bargaining team, and after the RIF it became hard to recruit physicians to serve in that role. Adams received calls and texts from unit members inquiring whether the Union could protect their jobs, and at membership meetings employees asked how the Union could help them at this point and said they were afraid of being retaliated against or terminated. The termination of such a significant percentage of the bargaining unit clearly eroded membership, as the unit was significantly decreased. Even assuming 20 signed cards were signed, authenticated, and seen by the Respondents, bargaining over the RIF had the potential to alter whether a majority of the bargaining unit no longer sought representation.

The Respondents assert the employees had already been aware of the organizational changes and restructuring for years, which resulted in other reductions, and that the RIF had already been in motion and was not a surprise. This is belied by the evidence, none of which establishes that any bargaining-unit employee was aware of similar mass terminations or were aware of the impending terminations in their bargaining unit before October 26, 2023. In fact, Sareen's October 26, 2023, letter to employees, including some bargaining-unit members, flatly states that this was the first time employees were notified of the RIF.[30] The Respondents also rely on a statement from the petitioners' attorney stating, "[t]he Petitioners have told me that their reasons for filing the Petition had nothing to do with the issues stated in the Union's ULP and that they had multiple unrelated yet substantive reasons to decide that the Hospitalists no longer wished to be represented by the Union."[31] There were two petitioners and the statement was not attributed to any other bargaining-unit members. The purported reasons the two petitioners conveyed to their attorney are not a matter of record, and it is therefore impossible to tell whether they related to the ULP or whether any relation to the ULP would call for a legal conclusion.

For all of the foregoing reasons, the evidence establishes that the Respondents issued termination notices to and removed the duties of employees Erik Geiger, Hadi Mansoury, Ehsan Ghetmiri, Jun Liu, Ali Ahoui, Reza Rasouli, Kristopher Huston, Ragavi Elangovan, Kevin Howard, and Jennifer Hung, on October 26, 2023, and then terminated their employment agreements effective January 25, 2024, without providing the Union with notice and the opportunity to bargain regarding the termination decisions or their effects, in violation of Sections 8(a)(1) and (5) of the Act.

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[29] It follows that if unilateral alteration of compensation has a tendency to undermines the union, a unilateral mass termination does.

[30] On this note, the most relevant part of the letter, which appears in full in the statement of facts, states: "While difficult, these changes were necessary to align our operations. We know it will take time to process these changes, but I wanted you to hear it from me first." (Jt. Exh. 16.)

[31] The Respondents' brief argues that "unit members" expressed this sentiment, but the email itself states it was the petitioners.

CONCLUSIONS OF LAW

1. The Respondents, Centers for Family Medicine, GP and Healthcare Partners Medical Group, PC, are employers within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Charging Party, Union of American Physicians & Dentists (UAPD), is a labor organization within the meaning of Section 2(5) of the Act representing:

   Included: All full-time and regular part-time physicians, in the classification of Hospitalist, employed by the Employer at: Saddleback Medical Center, currently located at 24451 Health Center Drive, Laguna Hills, CA 92653; Mission Hospital, currently located at 27700 Medical Center Road, Mission Viejo, CA 92691; MemorialCare Orange Coast Hospital, currently located at 9920 Talbert Avenue, Fountain Valley, CA 92708; Los Alamitos Hospital, currently located at 3751 Katella Avenue, Los Alamitos, CA 90720; and Fountain Valley Regional Hospital, currently located at 17100 Euclid Street, Fountain Valley, CA 92708.

   Excluded: All other employees, other professional employees, confidential employees, office clerical employees, managerial employees, guards, and supervisors as defined in the Act.

3. The Respondents have been employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and have been health care institutions within the meaning of Section 2(14) of the Act.

4. The Respondents violated Section 8(a)(1) and (5) of the Act by, on or about October 26, 2023, informing ten (10) bargaining-unit employees that their Physician Employment Agreements were terminated effective January 25, 2024, relieving them of their duties immediately, and terminating them effective January 25, 2024.

5. The Respondents violated Section 8(a)(1) and (5) of the Act by withdrawing recognition of the Union as the exclusive collective-bargaining representative of the bargaining-unit without objective evidence of the Union's actual loss of majority support on about March 28, 2025.

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

REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, I shall order them to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having further found the Respondents violated Sections 8(a)(1) and (5) by terminating 10 bargaining-unit employees without providing the Union with notice and the opportunity to bargain, I shall order the Respondents to notify and, on request, bargain collectively and in good faith with the Union before implementing any changes in wages, hours, or other terms and conditions of employment. I shall also order the Respondents to offer the 10 bargaining unit employees that were terminated full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. In addition, I shall order the Respondents to make each of these employees whole for any losses sustained as a result of its unlawful conduct, in the manner set forth in *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest at the rate as set forth in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

In accordance with *Thryv, Inc*., 372 NLRB No. 22 (2022), enf. denied on other grounds, 102 F.4th 727 (5th Cir. 2024), I also order the Respondents to compensate the affected employees for any other direct or foreseeable pecuniary harms incurred as a result of the unlawful actions against them, including reasonable search-for-work and interim employment expenses, if any, regardless of whether those expenses exceed interim earnings. See *King Soopers, Inc*., 364 NLRB 1153 (2016), enfd. in relevant part 859 F.3d 23 (D.C. Cir. 2017). Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. Further, the Respondents are ordered to compensate the affected individuals for the adverse tax consequences, if any, of receiving a lump-sum backpay award and file a report with the Regional Director for Region 21 allocating the back-pay award to the appropriate calendar year(s). *AdvoServ of New Jersey*, Inc., 363 NLRB 1324 (2016). In addition to the backpay allocation report, I will order the Respondents to file with the Regional Director for Region 21 a copy of the affected employees' W-2 form(s) reflecting the backpay award. *Cascades Containerboard Packaging*, 370 NLRB No. 76, slip op. at 1 fn. 2.

The Respondents, having unlawfully withdrawn recognition from the Union, must also restore recognition of the Union as its employees' exclusive collective-bargaining representative, and shall upon request, continue to recognize and bargain with the Union as the exclusive bargaining representative of the bargaining-unit employees.

I will order Respondents to post a notices at Saddleback Medical Center, currently located at 24451 Health Center Drive, Laguna Hills, CA 92653; Mission Hospital, currently located at 27700 Medical Center Road, Mission Viejo, CA 92691; MemorialCare Orange Coast Hospital, currently located at 9920 Talbert Avenue, Fountain Valley, CA 92708; Los Alamitos Hospital, currently located at 3751 Katella Avenue, Los Alamitos, CA 90720; and Fountain Valley Regional Hospital, currently located at 17100 Euclid Street, Fountain Valley, CA 92708, in the usual manner, including electronically to the extent mandated in *J. Picini Flooring*, 356 NLRB 11, 15-16 (2010). In accordance with *J. Picini Flooring*, the question as to whether an electronic notice is appropriate should be resolved at the compliance phase. Id. at 13.

In addition, in accordance with *Cascades Containerboard Packaging*, 370 NLRB No. 76, as modified in 371 NLRB No. 25 (2021), the Respondents are ordered to file, with the Regional Director for Region 21, a copy of the W-2 form reflecting the backpay award for each of the ten employees.

The General Counsel, in her proposed order in closing brief, requests that the notice be read to assembled employees. The Board has found a notice -reading remedy appropriate where the employer's violations are sufficiently numerous and serious that a reading of the notice is warranted to dissipate the chilling effect of the violations on employees' willingness to exercise their Section 7 rights. *Amerinox Processing, Inc*., 371 NLRB No. 105, slip op. at 2 (2022), enfd. 2023 WL 2818503 (D.C. Cir. 2023); *Gavilon Grain, LLC*, 371 NLRB No. 79, slip op. at 1 (2022). I find the Board's traditional remedies are sufficient to address the violations found herein, and I decline to grant this request.[32]

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[33]

ORDER

The Respondents, Centers for Family Medicine, GP and Healthcare Partners Medical Group, P.C., its officers, agents, successors, and assigns, shall

1. Cease and desist from

    a. Unilaterally changing the terms and conditions of employment of its unit employees by notifying them their employment is being terminated, relieving them of their duties, and terminating them.

    b. Unilaterally withdrawing recognition from the Union without objective evidence of the Union's actual loss of majority support.

    c. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

    a. Before implementing any changes in wages, hours, or other terms and conditions of employment of bargaining-unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following bargaining unit:

[32] The Charging Party also requested additional enhanced remedies, which I decline to grant.

[33] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Included: All full-time and regular part-time physicians, in the classification of Hospitalist, employed by the Employer at: Saddleback Medical Center, currently located at 24451 Health Center Drive, Laguna Hills, CA 92653; Mission Hospital, currently located at 27700 Medical Center Road, Mission Viejo, CA 92691; MemorialCare Orange Coast Hospital, currently located at 9920 Talbert Avenue, Fountain Valley, CA 92708; Los Alamitos Hospital, currently located at 3751 Katella Avenue, Los Alamitos, CA 90720; and Fountain Valley Regional Hospital, currently located at 17100 Euclid Street, Fountain Valley, CA 92708.

Excluded: All other employees, other professional employees, confidential employees, office clerical employees, managerial employees, guards, and supervisors as defined in the Act

b. On request, continue to recognize and bargain with the Union as the exclusive bargaining representative of the bargaining-unit employees.

c. Within 14 days from the date of this Order, offer Erik Geiger, Hadi Mansoury, Ehsan Ghetmiri, Jun Liu, Ali Ahoui, Reza Rasouli, Kristopher Huston, Ragavi Elangovan, Kevin Howard, and Jennifer Hung reinstatement to their former jobs or, if those jobs no longer exist, to a substantially equivalent position, without prejudice to their seniority or any other rights or privileges previously enjoyed.

d. Make Erik Geiger, Hadi Mansoury, Ehsan Ghetmiri, Jun Liu, Ali Ahoui, Reza Rasouli, Kristopher Huston, Ragavi Elangovan, Kevin Howard, and Jennifer Hung whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of their unlawful discharges, and other unlawful conduct committed by the Respondents.

e. Compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 21, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

f. File with the Regional Director for Region 21, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

g. Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharges of Erik Geiger, Hadi Mansoury, Ehsan Ghetmiri, Jun Liu, Ali Ahoui, Reza Rasouli, Kristopher Huston, Ragavi Elangovan, Kevin Howard, and Jennifer Hung, and within 3 days thereafter, notify the

employees in writing that this has been done and that the discharges will not be used against them in any way.

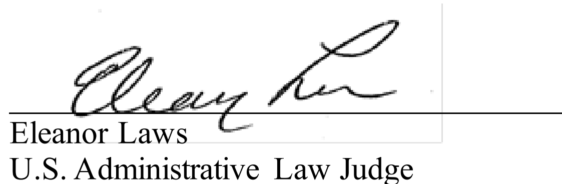
h. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

i. Post at its Saddleback Medical Center, currently located at 24451 Health Center Drive, Laguna Hills, CA 92653; Mission Hospital, currently located at 27700 Medical Center Road, Mission Viejo, CA 92691; MemorialCare Orange Coast Hospital, currently located at 9920 Talbert Avenue, Fountain Valley, CA 92708; Los Alamitos Hospital, currently located at 3751 Katella Avenue, Los Alamitos, CA 90720; and Fountain Valley Regional Hospital, currently located at 17100 Euclid Street, Fountain Valley, CA 92708, facilities copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 21, after being signed by the Respondents' authorized representative, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondents shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondents have gone out of business or closed the facilities involved in these proceedings, the Respondents shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondents at any time since October 26, 2023.

j. Grant Board agents access to its facilities and produce records so that the Board agents can determine whether it has complied with posting, distribution, and mailing requirements.

k. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

Dated, Washington, D.C. April 20, 2026



Eleanor Laws
U.S. Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES
Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT change your terms and conditions of employment by notifying you that your employment is being terminated, immediately relieving you of your duties, and terminating you, without first notifying the Union of American Physicians and Dentists and giving it an opportunity to bargain.

WE WILL NOT unilaterally withdraw recognition from the Union of American Physicians and Dentists without objective evidence of the Union's actual loss of majority support.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights listed above.

WE WILL make Erik Geiger, Hadi Mansoury, Ehsan Ghetmiri, Jun Liu, Ali Ahoui, Reza Rasouli, Kristopher Huston, Ragavi Elangovan, Kevin Howard, and Jennifer Hung whole for any loss of earnings and other benefits resulting from their terminations, less any net interim earnings, plus interest, and WE WILL also make them whole for any other direct or foreseeable pecuniary harms, suffered as a result of the unlawful terminations, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate Erik Geiger, Hadi Mansoury, Ehsan Ghetmiri, Jun Liu, Ali Ahoui, Reza Rasouli, Kristopher Huston, Ragavi Elangovan, Kevin Howard, and Jennifer Hung for the adverse tax consequences, if any, of receiving [a] lump-sum backpay award(s), and WE WILL file with the Regional Director for Region 21 within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful terminations of Hadi Mansoury, Ehsan Ghetmiri, Jun Liu, Ali Ahoui, Reza Rasouli, Kristopher Huston, Ragavi Elangovan, Kevin Howard, and Jennifer Hung, and WE

WILL, within 3 days thereafter, notify them in writing that this has been done and that their terminations will not be used against them in any way.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody it in a signed agreement:

Centers for Family Medicine, GP
(Employer)

Dated: ____________________ By: ______________________________
(Representative) (Title)

Partners Medical Group, PC
(Employer)

Dated: ____________________ By: ______________________________
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

US Court House, Spring Street, 312 N Spring Street, 10th Floor Los Angeles, CA 90012
(213) 894-5200, Hours: 8:30am – 5:00pm PT

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/21-CA-333729 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (213) 634-6502.