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Attorneys for Plaintiff
PATRICIA GROSSMAN

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

PATRICIA GROSSMAN,

Plaintiff,

vs.

HAWAII GOVERNMENT EMPLOYEES
ASSOCIATION / AFSCME LOCAL 152;
DAVID LASSNER, IN HIS OFFICIAL

Civil No. 18-00493-DKW-RT

**PLAINTIFF'S SEPARATE AND
CONCISE STATEMENT OF FACTS IN
SUPPORT OF MOTION FOR
PARTIAL SUMMARY JUDGMENT;
EXHIBIT "A"; CERTIFICATE OF
SERVICE**

Date: Tuesday, January 21, 2020

CAPACITY AS PRESIDENT OF THE UNIVERSITY OF HAWAII; AND CLARE E. CONNORS, IN HER OFFICIAL CAPACITY AS ATTORNEY GENERAL OF HAWAII,

Defendants.

Time: 9:30 A.M.
Judge: Derrick K. Watson

**PLAINTIFF’S SEPARATE AND CONCISE STATEMENT OF FACTS
IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT**

Pursuant to LR 56.1, Plaintiff Patricia Grossman submit this Separate and Concise Statement of Facts in Support of her Motion for Partial Summary Judgment, filed on October 21, 2019. Each of these facts are incorporated from the parties’ Joint Stipulation Regarding Undisputed Facts (Dkt. 57). A copy of Dkt. 57 is attached as Exhibit “A.”

	Undisputed Material Fact	Evidentiary Support
1	Defendant David Lassner is the President of the University of Hawaii (“University”).	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit “A” hereto.
2	Defendant Clare E. Connors is the Attorney General for the State of Hawaii.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit “A” hereto.
3	Defendant Hawaii Government Employees Association / AFSCME Local 152 (“HGEA”) is a labor organization.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit “A” hereto.

4	HGEA is the certified collective bargaining representative of a bargaining unit of administrative, professional, and technical employees of the University known as Unit 8.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
5	Plaintiff Patricia Grossman ("Grossman") is an employee of the University and member of Unit 8.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
6	Employees in Unit 8 are paid through the State of Hawaii Department of Accounting and General Services ("DAGS").	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
7	Employees in Unit 8 may become HGEA members by signing a membership card that authorizes the deduction of union dues from their pay.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
8	Employees in Unit 8 are not required to become members of HGEA or authorize dues deductions as a condition of employment.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
9	DAGS relies on information provided by HGEA regarding which employees have properly authorized or cancelled dues deductions.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
10	HGEA members have the right to run for union office, vote in union officer elections, and otherwise participate in HGEA's internal affairs. Nonmembers do not have these membership rights.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.

11	In 1995, Grossman signed the HGEA membership application card attached to the UF as Exhibit 1.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
12	DAGS deducted union dues from Grossman's pay and remitted those dues to HGEA after she became a HGEA member.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
13	Before June 27, 2018, non-union-members in Unit 8 paid fair-share fees to HGEA to cover their share of the cost of collective bargaining negotiations and contract administration. The "chargeable" fair-share fees paid by nonmembers were on average approximately 75% of full member dues and were always lower than full member dues. After the Supreme Court issued <i>Janus v. AFSMCE, Council 31</i> , 138 S. Ct. 2448 (2018) on June 27, 2018, DAGS immediately stopped deducting, and HGEA stopped receiving, fair-share fees from nonmembers.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
14	Between July 6 and July 10, 2018, Grossman exchanged emails with certain staff members at HGEA, DAGS, and the University. The email chains containing these emails are attached to the UF as Exhibit 2.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
15	On or about July 14, 2018, Grossman sent a letter dated July 13, 2018 to HGEA's Hawaii Island Division office and to the University of Hawaii by certified mail, asking to resign her membership and to stop deduction of dues. The letter is attached to the UF as Exhibit 3. Grossman's letter was received by HGEA's Hawaii Island Division office on the island of Hawaii on or about July 14, 2018.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
16	On January 9, 2019, HGEA notified DAGS of Grossman's request to stop dues deductions, and dues deductions from Grossman's pay ended.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.

17	A total of \$402.60 in dues was deducted from Grossman's pay from July 10, 2018 through the time deductions stopped, covering dues for the period July 1, 2018 through December 31, 2018. Specifically, deductions of \$33.55 took place on approximately the 5th and 20th of each month beginning July 20, 2018 and ending January 4, 2019. Deductions on approximately the 5th of the month covered dues for the second half of the previous month. Deductions on approximately the 20th of the month covered dues for the first half of that month.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
18	On January 10, 2019, HGEA sent Grossman a check in the amount of \$402.60. A copy of the check and cover letter is attached to the UF as Exhibit 4.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
19	On January 23, 2019, Grossman's counsel sent a letter to HGEA counsel regarding the check. A copy of the letter is attached to the UF as Exhibit 5.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
20	On January 28, 2019, HGEA sent a follow-up letter to Grossman's counsel regarding the check. A copy of that letter is attached to the UF as Exhibit 6.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
21	On June 21, 2019, Grossman's counsel informed HGEA's counsel that Grossman had not cashed the check.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
22	On June 28, 2019, HGEA sent Grossman a reissued check in the amount of \$442.86. A copy of that reissued check and cover letter is attached to the UF as Exhibit 7.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.

23	Grossman is no longer a member of HGEA. No dues or other payments to HGEA are currently being deducted from her pay. HGEA has instructed DAGS and the University that dues should not be deducted from Grossman's pay in the future, and that HGEA will not accept receipt of any dues deducted from Grossman's pay, unless she chooses to join HGEA and authorizes deductions again.	Joint Stipulation Regarding Undisputed Facts (Dkt. 57), Exhibit "A" hereto.
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DATED: Honolulu, Hawaii, October 21, 2019.

DAMON KEY LEONG KUPCHAK HASTERT

/s/ Robert H. Thomas

ROBERT H. THOMAS

LIBERTY JUSTICE CENTER

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