City of Mountlake Terrace, Decision 11831-A (PECB, 2014)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

MOUNTLAKE TERRACE POLICE GUILD, Complainant, vs. CITY OF MOUNTLAKE TERRACE, Respondent.	CASE 24665-U-12-6303 DECISION 11831-A - PECB
CITY OF MOUNTLAKE TERRACE, Complainant, vs. MOUNTLAKE TERRACE POLICE GUILD, Respondent.	CASE 24669-U-12-6307 DECISION 11832-A - PECB DECISION OF COMMISSION

Cline and Associates, by *James M. Cline*, Attorney at Law, for the union.

Summit Law Group P.L.L.C., by *Michael C. Bolasina*, Attorney at Law, for the employer.

The Mountlake Terrace Police Guild (union) filed an unfair labor practice complaint and an amended complaint alleging the employer interfered with employee rights, discriminated against bargaining unit employees, dominated the union, and refused to bargain. The city of Mountlake Terrace (employer) filed an unfair labor practice complaint alleging the union refused to meet and negotiate, breached its good faith bargaining obligations, and refused to provide requested information. The complaints were reviewed under WAC 391-45-110 and preliminary rulings were issued.

Examiner Kristi Aravena conducted a hearing and issued a decision.[1] The Examiner found that the union refused to bargain over personnel policies and breached its good faith bargaining obligations when it failed to meet and negotiate with the employer. The Examiner found that the employer interfered with employee rights when the assistant city manager made statements to the union president about the union's legal counsel. The Examiner dismissed all of the other causes of action.

The employer appealed the Examiner's conclusion that statements made by the assistant city manager interfered with employee rights. The union appealed the Examiner's conclusion that it refused to bargain and breached its good faith bargaining obligation by failing to meet and negotiate over the personnel policies. The union appealed the Examiner's dismissal of the other 13 issues presented by the union's complaint.

The Commission reviews conclusions and applications of law, as well as interpretations of statutes, de novo. We review findings of fact to determine if they are supported by substantial evidence and, if so, whether those findings in turn support the Examiner's conclusions of law. *C-Tran*, Decision 7087-B (PECB, 2002). Substantial evidence exists if the record contains evidence of sufficient quantity to persuade a fair-minded, rational person of the truth of the declared premise. *C-Tran*, Decision 7087-B. The Commission attaches considerable weight to the factual findings and inferences, including credibility determinations, made by its examiners. *Cowlitz County*, Decision 7210-A (PECB, 2001).

Both the union and the employer argue that the Examiner made incorrect credibility determinations. It is possible for one witness to be more credible than another on certain topics and not as credible on others. The Examiner made those determinations based on what she observed at the hearing and her review of the record. We will not disturb those determinations.

We have reviewed the record and fully considered the arguments in this matter. On the causes of action in the union's complaint that the Examiner dismissed, we affirm the Examiner. The Examiner correctly stated the legal standard. Substantial evidence supports the Examiner's findings of fact. The findings of fact support the Examiner's conclusions of law.

---

[1] *City of Mountlake Terrace*, Decision 11831 (PECB, 2013).

Two issues remain on the appeal and cross-appeal:

1. Did the employer interfere with employee rights through statements made by the assistant city manager to the union president about the union's legal counsel?
2. Did the union refuse to bargain and breach its good faith bargaining obligation by failing or refusing to meet with the employer over proposed changes to the employer's personnel policies?

On these two issues, we reverse the Examiner. Based on the totality of the circumstances, the statements made by the assistant city manager to the union president about the union's legal counsel were not interference.

Based on the totality of the circumstances, the union did not refuse to bargain by failing to meet with the employer or breach its good faith bargaining obligation.

ISSUE 1

Did the employer interfere with employee rights through statements made by the assistant city manager to the union president about the union's legal counsel?

CONCLUSION

Employer statements interfere with employee rights when those statements could reasonably be perceived as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or of other employees. Employer statements to union officials may not interfere with employee rights when those statements are shared in conversations in which both parties are airing frustrations with the bargaining process or their relationship.

During a conversation initiated by the union president, the assistant city manager called the union's attorney a liar and a mistress in the parties' relationship. The comments were made during a tense one-on-one discussion by an employer official to the union president. The statements were made to a union official during a conversation in which both parties expressed

frustration with the on-going litigation. The parties had a volatile relationship. In the context of their relationship, the statements were not interference.

LEGAL PRINCIPLES

A review of the Commission's case law has revealed inconsistent identification of the legal standard for interference. The two principal inconsistencies are: (1) in order for an employer to interfere with employee rights, an employee recipient of the alleged interference must be engaged in protected activity, or communicate an intent to engage in protected activity; and (2) the application of seven criteria to determine whether employer communications to employees constitute interference. We address each in turn.

On occasion, decisions have identified that an employee must be engaged in protected activity, or have communicated an intent to do so, as the first element in finding an interference violation. A finding that an employee engaged in protected activity, or communicated an intent to do so, is the first element of establishing a *prima facie* case of discrimination and not part of the complainant's burden of proof in an employer interference allegation. The conflating of the two standards appears to arise from cases in which it was alleged that an employer discriminated against an employee and through the same set of facts interfered with employee rights. *See Reardan-Edwall School District*, Decision 6205-A (PECB, 1998); *Seattle School District*, Decision 5237-B (EDUC, 1996). There is no requirement that an employee be engaged in protected activity, or have communicated an intent to do so, for an employer interference violation to exist.

Next, we turn to the seven criteria for determining whether an employer communication constitutes interference. Employer communications about ongoing collective bargaining negotiations were first evaluated under a seven criteria test identified in *Lake Washington School District*, Decision 2483 (EDUC, 1986).

Employer communications to employees could interfere with protected employee rights under one, any combination, or all of the following criteria:

1. Is the communication, in tone, coercive as a whole?
2. Are the employer's comments substantially factual or materially misleading?
3. Has the employer offered new "benefits" to employees outside of the bargaining process?
4. Are there direct dealings or attempts to bargain with the employees?
5. Does the communication disparage, discredit, ridicule, or undermine the union? Are the statements argumentative?
6. Did the union object to such communications during prior negotiations?
7. Does the communication appear to have placed the employer in a position from which it cannot retreat?

Grant County Public Hospital District 1, Decision 8378-A (PECB, 2004).

The seven criteria were initially applied in cases involving whether employer communications about collective bargaining negotiations or the results of unfair labor practice proceedings were interference or "free speech." *Pasco Housing Authority*, Decision 5927-A (PECB, 1997)(employer letter to employees during bargaining was not employer free speech because the letter was coercive, was materially misleading, misrepresented the facts, promised benefits, and undermined the union); *City of Seattle*, Decision 3566 (PECB, 1990), *aff'd*, Decision 3566-A (PECB, 1991)(employer memorandum to employees discussing result of an unfair labor practice was substantially factual and not interference); *Lake Washington School District*, Decision 2483 (EDUC, 1986)(during negotiations, an employer "news release" to employees was interference and not free speech under RCW 41.59.140(3)). In those cases, the seven criteria were useful to evaluate whether the employer communication was unlawful interference or free speech.

Sporadically, the seven criteria have been used to analyze interference allegations unrelated to ongoing collective bargaining negotiations or the results of an unfair labor practice proceeding. The extension of the seven criteria to interference allegations not arising from such communications with employer free speech considerations has been demonstrated to be cumbersome and of doubtful use. To bring clarity and provide guidance, those seven criteria will no longer be used to analyze interference claims.

The Commission has long applied the reasonable perception standard in analyzing interference claims. Over time, that standard has proven practical and useful. Accordingly, the following standard will be applied to interference allegations under the state's collective bargaining statutes.

Interference

It is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their statutory rights. RCW 41.56.140(1).

To prove interference, the complainant must prove, by a preponderance of the evidence, the employer's conduct interfered with protected employee rights. *Grays Harbor College*, Decision 9946-A (PSRA, 2009); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *aff'd*, 98 Wn. App. 809 (2000) (remedy affirmed). An employer interferes with employee rights when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or of other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996).

An employer may interfere with employee rights by making statements, through written communication, or by actions. *Snohomish County*, Decision 9834-B (PECB, 2008; *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *aff'd*, 98 Wn. App. 809 (2000)(remedy affirmed).

The complainant is not required to demonstrate that the employer intended or was motivated to interfere with employees' protected collective bargaining rights. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee involved was actually coerced by the employer or that the employer had union animus for an interference charge to prevail. *City of Tacoma,* Decision 6793-A.

ANALYSIS

The employer and the union have been engaged in a contentions bargaining relationship. Since 2011, three unfair labor practice hearings have been held between the parties. The first hearing

spanned eight days. It began in December 2011, continued in January 2012, and concluded in March 2012. Numerous grievances were filed, some settled, while others proceeded to arbitration.

Eric Jones became the union president in 2011. Around that time, the union retained Cline and Associates to represent the union. Attorney James Cline represented the union.

Scott Hugill was the employer's assistant city manager. Hugill was responsible for the employer's human resources and labor relations.

Jones went to Hugill's office on January 12, 2012, to discuss the employer terminating an employee. The manner in which the employer terminated the employee upset Jones. Jones voiced his frustrations to Hugill. The conversation was tense.

The conversation turned to the recent unfair labor practice hearing and the relationship between the employer and the union. Jones and Hugill commiserated about the length of the hearing and cost of litigation. Hugill called Cline a liar. Hugill characterized the parties' relationship as a marriage and cast Cline as a mistress in their relationship.

The employer argued that Hugill's statements did not interfere with employee rights. The employer asserted that the Examiner ignored the context of the conversation; that the comments were made to the union president, not to rank-and-file union members; and that Hugill's comments do not meet the criteria for interference. The union argued that Hugill's comments were interference; discredited or undermined the union; and suggested that the union would be adversely treated if they continued to retain their legal counsel.

Frank and candid statements between union officials and employer officials may not constitute interference. In *State – Office of Financial Management*, Decision 11084-A (PSRA, 2012), the union president and executive director sought out the Governor to discuss how bargaining was not progressing to the union's satisfaction. During the conversation, the Governor expressed her own frustrations with bargaining and that she would see how the supplemental bargaining progressed. The Governor's comments were not coercive and did not evidence a desire to punish

the union. In reaching its conclusion, the Commission considered the office and experience of the union officials, that no rank-and-file members were present, and that the union sought out the Governor to air frustrations.

Employer statements intimating that bargaining would not progress as long as the union was represented by certain legal counsel may constitute interference. In *Snohomish County*, Decision 9834 (PECB, 2007), *aff'd*, Decision 9834-B (PECB, 2008), a bargaining unit member, who served as union president for one year, approached the county executive and asked him what he knew about the state of bargaining. The county executive responded that he wanted to continue bargaining and the employer acted within the law. The county executive told the former union president that as long as the union kept threatening the employer bargaining would not progress. The county executive made clear it was the union's attorney's threats, not the union president's threats, which were the problem. The Examiner concluded that a reasonable employee could perceive the employer's statements as interference.

On a continuum, the conversation between Jones and Hugill falls between the conversations in *State – Office of Financial Management* and *Snohomish County*.

Jones went to Hugill to discuss the union's disagreement with the employer's terminating an employee. Similar to the union and employer officials sharing mutual frustrations in *State – Office of Financial Management*, both Jones and Hugill shared frustrations with the cost and length of litigation. While Jones was not as experienced as the union officials in *State – Office of Financial Management*, Jones initiated the conversation and complaints about the length of the unfair labor practice hearing. It is not reasonable for one side to raise its frustrations with the relationship and expect the other side not to share its frustrations.

Hugill's statements were neither coercive nor a threat. Hugill's statement did not seek to compel the employees to take action, such as changing legal counsel. In *Snohomish County*, the statements were a clear threat that bargaining would not progress. Hugill's statements did not threaten the union with a lack of progress in bargaining. Hugill's marriage analogy cast Cline as the reason the parties' relationship was contentious. However, Hugill did not threaten the union with a lack of progress if Cline continued to represent the union.

Hugill's statements were not based solely upon his experience with Cline as the representative of the union. Prior to Cline representing the union, he made allegations about Hugill to the employer. The history of interactions between Cline and Hugill contributed to Hugill's perception of Cline.

Hugill's statements to Jones were not a threat of reprisal or force, or promise of benefit, associated with union activity. An employee could not reasonably perceive Hugill's statements as Hugill attempting to interfere with an employee's statutory rights. Hugill's statements about Cline did not interfere with employee rights. We reverse the Examiner.

ISSUE 2

Did the union refuse to bargain and breach its good faith bargaining obligation by failing or refusing to meet with the employer over proposed changes to the employer's personnel policies?

CONCLUSION

The duty to bargain requires employers and unions to meet at reasonable times and bargain over mandatory subjects. To prove a failure to meet, the complainant must demonstrate that it requested negotiations over a mandatory subject of bargaining and demonstrate that the other party either failed or refused to meet with the complainant, or imposed unreasonable conditions or limitations that frustrated the collective bargaining process. The totality of the circumstances must be examined to determine whether an unfair labor practice has occurred. The record does not support a finding that the union breached its good faith bargaining obligation or refused to bargain personnel policies.

LEGAL PRINCIPLES

Duty to Bargain

The duty to bargain requires a public employer and the exclusive bargaining representative to bargain in good faith over grievance procedures, wages, hours, and working conditions. RCW 41.56.030(4). The obligation to bargain in good faith encompasses a duty to engage in full and

frank discussions on disputed issues and a duty to explore possible alternatives that may achieve a mutually satisfactory accommodation of the interests of both the employer and the employees. *University of Washington*, Decision 11414-A (PSRA, 2013).

In order to resolve their contractual differences through negotiations, parties to the collective bargaining agreement must meet in a timely fashion. *Seattle School District*, Decision 10732-A (PECB, 2012), *citing Morton General Hospital*, Decision 2217 (PECB, 1985). To prove a failure to meet, the complainant must demonstrate that it requested negotiations on a collective bargaining agreement or issue that was a mandatory subject of bargaining and demonstrate that the other party either failed or refused to meet with the complainant, or imposed unreasonable conditions or limitations which frustrated the collective bargaining process. *State – Washington State Patrol*, Decision 10314-A (PECB, 2010), *citing City of Clarkston*, Decision 3246 (PECB, 1989). A case-by-case analysis is necessary to prove a violation. If not properly justified under existing precedent, a failure to timely respond to requests for bargaining is an unfair labor practice. *Washington State Patrol*, Decision 10314-A (PECB, 2010).

In determining whether an unfair labor practice has occurred, the totality of the circumstances must be analyzed. *Walla Walla County*, Decision 2932-A (PECB, 1988); *City of Mercer Island*, Decision 1457 (PECB, 1982). A party that fails or refuses to bargain in good faith on a mandatory subject of bargaining commits an unfair labor practice. RCW 41.56.140(4) and (1) and 41.56.150(4) and (1). A finding that a party has refused to bargain in good faith is predicated on a finding of bad faith bargaining in regard to mandatory subjects of bargaining. *See Spokane School District*, Decision 310-B (EDUC, 1978). What may be reasonable conduct in one case may not be reasonable in another. *City of Clarkston*, Decision 3246.

ANALYSIS

Neither party's behavior in this case exemplifies how to engage in bargaining. The employer presented the union with proposed changes to personnel policies, and after the fact made assertions that time was of the essence. The union failed to establish dates for bargaining for several reasons, including other matters requiring the union's attention and the inability to

schedule with the union's attorney. The behavior of both parties offers examples of how not to engage in bargaining.

To prove a failure to meet, the employer must have requested negotiations on a mandatory subject of bargaining and demonstrate the union failed or refused to meet or imposed unreasonable conditions. Whether the personnel policies were mandatory subjects of bargaining is not at issue. The employer failed to establish that they union failed to bargain in good faith by failing to meet or imposed unreasonable conditions on meeting. The changes were not time sensitive, the employer failed to communicate the importance of timely making the changes, the union promptly notified the employer it wanted to bargain, the employer imposed arbitrary deadlines, and the parties were engaged in other matters competing for their attention.

The employer asserted that time was of the essence in updating the personnel policies; however, the employer's conduct does not demonstrate such urgency. The employer's personnel policies had not been updated since 2005. The proposed revisions reflected changes to state and federal law and changes to the employer's organizational structure, much of which had been in place since 2005.

The employer did not initially communicate to the union that time was of the essence. When the employer proposed changes to its personnel policies on October 3, 2011, it did not notify the union that it wanted to have the changes in place by the end of the year. Rather, the employer's letter asked the union to tell the employer by October 14, 2011, if there were issues that the union wanted to bargain.

The union responded to the employer's proposed personnel policies on October 14, 2011. Jones requested an additional week to review the policies. Hugill suggested they meet the next week to discuss the changes. Jones requested the employer maintain the current policies until the parties were able to negotiate the proposed revisions and committed to providing a time to meet. On November 7, 2011, the employer first notified the union that the employer wanted to have the updated personnel policies in place by the end of the year.

When faced with proposed changes that implicate mandatory subjects of bargaining, it may take time for a union to identify the subjects it wishes to bargain, and, as occurred here, the union may need to request time to review the proposed changes and identify subjects it wishes to bargain. Taking time to hone in on the topics for bargaining could prevent unproductive meetings that would only serve to frustrate the parties and further diminish an already fragile relationship.

During the months of November and December, the parties had sporadic communications and eventually convened a conference call on January 3, 2012, to discuss the employer's proposed revisions. Having not heard from the union, on January 25, 2012, Hugill wrote to Cline and Jones threatening to implement the proposed revisions. However, the employer neither implemented the proposed revisions, nor informed the union that it had not implemented the proposed revisions.

While it is reasonable to ask for time to review proposed changes, delaying scheduling bargaining dates may be an unfair labor practice. In *Washington State Patrol*, Decision 10314-A, the collective bargaining agreement provided that a demand to bargain could not occur until January 1. The parties were required to complete bargaining by October 1, in order to submit a contract to the director of financial management. *See* RCW 41.56.473(5)(a). On January 1, 2008, the union requested bargaining and sought to establish dates for bargaining. The employer delayed responding to the union's request and only responded after continual prodding from the union. The employer explained that it was worried the union would declare impasse if they began bargaining before an economic forecast was available and asserted it was too busy to bargain during the legislative session. The union made a proposal to begin bargaining while addressing the employer's concerns. The employer would not agree to begin bargaining before the date it proposed. The employer's delay in responding to the union's demand to bargain and refusal to bargain before certain conditions were met was a refusal to bargain for failure to meet.[2]

Unlike the employer in *Washington State Patrol*, Decision 10314-A, the union in this case did not unreasonably delay scheduling a bargaining session. In *Washington State Patrol*, the parties had limited time to negotiate under the legislatively imposed statutory scheme. Their agreement

---

[2] The Legislature amended RCW 41.56.475 after the events in *Washington State Patrol*, Decision 10314-A.

needed to be complete by October 1. In this case, the parties did not face a hard deadline for the employer to change its policies. As discussed above, the employer had waited years to modify its policies. It is reasonable to schedule a date in the future for negotiations while giving the other party time to review proposed changes. While it would have been prudent for the union to establish a meeting date, even one a number of weeks out, the union's failure to do so is not an unfair labor practice in the circumstances of this case.

Throughout 2011 and 2012, the union and employer were engaged in a number of other significant issues that consumed much of the union's limited time and attention. While the union may not have prioritized the employer's demand to bargain against other competing needs for resources, such as the unfair labor practice hearing, settlements, and grievances, there is no evidence that the union was intentionally delaying establishing bargaining dates to frustrate bargaining. Under these unique circumstances the union did not unlawfully fail or refuse to meet or bargain in good faith.

NOW, THEREFORE, it is

ORDERED

The Findings of Fact 1 through 23, 26 through 50, and 53 issued by Examiner Kristi Aravena are AFFIRMED and adopted as the Findings of Fact of the Commission. Findings of Fact 25 and 52 are vacated, and the following Findings of Fact are substituted:

24. Jones went to Hugill's office on January 12, 2012 to discuss the Guthrie termination. During the conversation, Hugill called the union's attorney, James Cline, a liar and said that Cline was like the mistress in the relationship between the employer and the union.

51. Hugill contacted Jones on several occasions inquiring about a time they could meet to determine if the union had identified any mandatory subjects of bargaining in the proposed changes to the personnel policies. The union requested additional time to research the issues. The employer told the union it would implement the policies, but never notified the union that the employer had not implemented the policies.

Conclusions of Law 1 through 9, 11 through 18, and 20 are AFFIRMED and adopted as the Conclusions of Law of the Commission. Conclusions of Law 10 and 19 are modified:

10. As described in Findings of Fact 24 and 25, the employer did not interfere with employee rights in violation of RCW 41.56.140(1).

19. As described in Findings of Fact 39 through 52, the union did not refuse to bargain in violation of RCW 41.56.150(4).

The Order is VACATED. The unfair labor practice complaints are DISMISSED.

ISSUED at Olympia, Washington, this 12th day of March, 2014.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

THOMAS W. McLANE, Commissioner

MARK E. BRENNAN, Commissioner

PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 HENRY STREET NE SUITE 300
PO BOX 40919
OLYMPIA, WASHINGTON 98504-0919

RECORD OF SERVICE - ISSUED 03/12/2014

The attached document identified as: DECISION 11832-A - PECB has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY: /S/ MAJEL C. BOUDIA

CASE NUMBER:	24669-U-12-06307	FILED:	03/16/2012	FILED BY:	EMPLOYER
DISPUTE:	UN GOOD FAITH				
BAR UNIT:	LAW ENFORCE				
DETAILS:	-				
COMMENTS:					

EMPLOYER: CITY OF MOUNTLAKE TERRACE
ATTN: JOHN CAULFIELD
6100 219TH ST SW STE 200
MOUNTLAKE TERRACE, WA 98043
Ph1: 425-744-6205

REP BY: MICHAEL C BOLASINA
SUMMIT LAW GROUP
315 5TH AVE SOUTH STE 1000
SEATTLE, WA 98104-2682
Ph1: 206-676-7006 Ph2: 206-676-7000

PARTY 2: MOUNTLAKE TERRACE POLICE GUILD
ATTN: DAN MACKENZIE
MLT POG
PO BOX 195
MOUNTLAKE TERRACE, WA 98043
Ph1: 425-670-8260

REP BY: JAMES CLINE
CLINE AND ASSOCIATES
2003 WESTERN AVE STE 550
SEATTLE, WA 98121
Ph1: 206-838-8770

PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 HENRY STREET NE SUITE 300
PO BOX 40919
OLYMPIA, WASHINGTON 98504-0919

RECORD OF SERVICE - ISSUED 03/12/2014

The attached document identified as: DECISION 11831-A - PECB has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY:/S/ MAJEL C. BOUDIA

CASE NUMBER:	24665-U-12-06303	FILED:	03/16/2012	FILED BY:	PARTY 2
DISPUTE:	ER MULTIPLE ULP				
BAR UNIT:	LAW ENFORCE				
DETAILS:	25163-S-12-0317				
COMMENTS:					

EMPLOYER: CITY OF MOUNTLAKE TERRACE
ATTN: JOHN CAULFIELD
6100 219TH ST SW STE 200
MOUNTLAKE TERRACE, WA 98043
Ph1: 425-744-6205

REP BY: MICHAEL C BOLASINA
SUMMIT LAW GROUP
315 5TH AVE SOUTH STE 1000
SEATTLE, WA 98104-2682
Ph1: 206-676-7006 Ph2: 206-676-7000

PARTY 2: MOUNTLAKE TERRACE POLICE GUILD
ATTN: DAN MACKENZIE
MLT POG
PO BOX 195
MOUNTLAKE TERRACE, WA 98043
Ph1: 425-670-8260

REP BY: JAMES CLINE
CLINE AND ASSOCIATES
2003 WESTERN AVE STE 550
SEATTLE, WA 98121
Ph1: 206-838-8770