

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

KING COUNTY, Employer.	
CLAUDE R. BROWN, Complainant,	CASE 27185-U-15
vs.	DECISION 12759 - PECB
AMALGAMATED TRANSIT UNION LOCAL 587, Respondent.	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Claude R. Brown, the complainant.

Christie J. Fix, Attorney at Law, Frank Freed Subit & Thomas LLP, for the Amalgamated Transit Union Local 587.¹

On April 28, 2015, Claude Brown filed an unfair labor practice complaint against the Amalgamated Transit Union Local 587 (union).² The Commission's Unfair Labor Practice Manager reviewed Brown's complaint and issued a notice of partial deficiency on May 21, 2015. On June 10, 2015, Brown filed an amended complaint. On July 15, 2015, the Unfair Labor Practice Manager issued a preliminary ruling finding a cause of action existed for the allegation that the union interfered with employee rights by breaching its duty of fair representation by engaging in arbitrary, discriminatory, or bad faith conduct in the representation of Brown. On August 5, 2015, the union filed its answer to Brown's amended complaint. After the parties made

¹ On July 27, 2017, Jillian M. Cutler was substituted as the attorney of record for the union.

² The employer, King County, is not a party to the issues directly before the Commission in this case and was not required to appear or participate in this proceeding. However, every case processed by the Commission must arise out of an employment relationship that is subject to the Commission's jurisdiction, and the Commission's docketing procedures require the name of the employer in each case.

several attempts toward settlement, the union filed a motion for summary judgment seeking dismissal of the amended complaint on October 18, 2016. Brown replied. The union's motion was denied. Examiner Karyl Elinski held a hearing on March 14, 2017. On May 5, 2017, the parties submitted post-hearing briefs to complete the record.

ISSUE

Did the union interfere with employee rights by breaching its duty of fair representation by engaging in arbitrary, discriminatory, or bad faith conduct when the union declined to pursue Brown's grievance to Step 3 of the grievance procedure?

The Examiner finds that Brown failed to meet his burden of proving that the union breached its duty of fair representation, and his complaint is dismissed.

BACKGROUND

The union represents numerous classifications of employees working in a division of the employer's Department of Transportation, King County Metro Transit (Metro), including rail operators in the rail section of that division. Claude Brown, a member of the union, is a longtime employee of Metro and currently holds a full-time position as a rail operator in the rail section.

The union and the employer were parties to a collective bargaining agreement (CBA) effective from November 1, 2010, through October 31, 2013. Because the parties were unable to reach an agreement for a successor contract, the terms and conditions of the CBA were extended for one year pursuant to RCW 41.56.123.

The CBA contained the following language:

ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1 – MERIT SYSTEM

The PARTIES are committed to providing equal employment opportunity for all new applicants for employment, as well as for present Employees. METRO shall

recruit, select, and promote employees and/or individuals from the community workforce on the basis of their relative knowledge, skills and abilities, and in accordance with METRO's Affirmative Action Plan. Upon request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of interviews or role-plays for UNION positions.

...

ARTICLE R5: GRIEVANCE AND ARBITRATION

SECTION 1 – GRIEVANCE PROCEDURE

A. Employee grievances concerning the interpretation and application of this AGREEMENT shall be processed in accordance with the grievance procedure in this Article A "grievance", as used in this AGREEMENT, shall mean a claim by an Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning the proper application or interpretation of this AGREEMENT.

...

C. If a grievance arises, it shall be put in writing, specifying the act or event being grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been violated, and the remedy sought. It will be handled in the following manner

Step 1: Within 15 days of the act or knowledge of the act being grieved, the Employee shall present the written grievance to his/her immediate supervisor/designee. Thereafter, the immediate supervisor/designee shall meet with the Employee and, unless UNION representation is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of the grievance to discuss the grievance. . . . METRO shall, within 10 days after the meeting, notify the UNION of its decision If the UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in writing.

Step 2: The grievance shall be presented to the manager/designee. Thereafter, the manager/designee shall meet with the Employee and the UNION Business Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2 referral, unless a later date is mutually agreed to by the PARTIES. . . . METRO shall, within 10 days following the meeting, notify the UNION in writing of its decision. The UNION Business Representative/designee may, within 15 days from the notification, refer the grievance to Step 3. Such referral must be in writing.

Step 3: The grievance shall be presented to Transit Human Resources. Thereafter, the Employee and UNION Business Representative/designee will meet with a committee If no agreement can be reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by notifying Transit Human Resources

On April 10, 2014, the employer posted a recruitment notice for a rail supervisor-in-training position. The notice contained the following language:

FORMS AND MATERIALS REQUIRED: Applicants are required to submit a complete online application form, to include work history, and answers to the supplemental questionnaire.

. . .

SELECTION PROCESS: Applicants meeting the qualifications will be screened based on clarity, completeness, and content of their application materials. The most competitive applicants will be invited to participate in a testing process and a series of panel interviews as described below.

The supplemental questions portion of the application contained similar language:

1. Q: When applying for this position, you must thoroughly complete the EDUCATION and WORK EXPERIENCE sections of your application. Failure to do so can result in disqualification from consideration. . . .
A: . . .
Detailed description of each position that you have held in the last ten years.

Brown submitted an application for the rail supervisor-in-training position, which would have been a promotion for him had he been selected. Brown's application was not selected for the testing or interview process, and he was not promoted. Brown filed a grievance on August 1, 2014, contending that the employer's failure to advance his application violated CBA Article R2, Sections 1 and 2.³ Brown also asserted violations of past practice, company policy, policy and procedure, and civil rights laws.

³ At the time of the hearing in the present case, Brown declined to pursue his claim for the alleged violation of CBA Article R2, Section 2.

Brown was accompanied by union representative Steve Chichester to a Step 1 grievance meeting on August 20, 2014. At that meeting, the employer explained that Brown's application was rejected because it was incomplete. The employer did not provide a paper copy of Brown's application, stating it was not available at the meeting. On August 26, 2014, the rail operations chief notified Brown that his grievance was denied at Step 1.

After the Step 1 meeting, the union requested and received Brown's last three applications for the rail supervisor-in-training position, including the one that is the subject of this complaint. In his most recent application, submitted as an exhibit at hearing, Brown failed entirely to reply to the supplemental question requiring a "[d]etailed description of each position . . . held in the last ten years."

The union pursued Brown's grievance to Step 2 of the grievance procedure. On September 26, 2014, the parties participated in a Step 2 grievance meeting. Union executive board officer Charles Miller accompanied Brown to the meeting. At the meeting, the union argued that because Brown was an internal candidate, his qualifications and work history should have been known to the employer and it was incumbent upon the employer to investigate Brown's qualifications. The union also argued that the word "thoroughly" in the supplemental question portion of the application was ambiguous.

On September 29, 2014, the employer denied Brown's grievance at Step 2, noting that the recruitment contained disqualifying language for applicants who failed to thoroughly complete the work experience questions. The employer's decision further stated that the consequences for failure to specify work history were clear and that there was no violation of the contract.

Step 3 of the grievance procedure is the last step in which the union may exercise its discretion on whether to advance a grievance. After Step 3, union members vote on whether to pursue a grievance to arbitration. If the membership decides to do so, it contributes a special assessment fee to the union to pay for the costs of the arbitration.

Neal Safrin was at all relevant times the union vice president and assistant business representative. In that capacity, Safrin processed many grievances for the union. Approximately 50 grievances were pending at any given time. As part of Safrin's duties, he routinely determined whether the union should pursue grievances under the CBA. Safrin considered four factors when deciding whether to pursue a grievance: the timeliness of the grievance, the existence of a contract violation that could be proven at arbitration, the remedy requested, and the consequences to the union if the union lost the arbitration.

In determining whether to pursue Brown's grievance to the next step of the grievance procedure, Safrin requested documents from the employer to assist in the union's investigation of the grievance. He considered the contract language, the grievance, the remedy requested, and his discussions with Brown. He consulted other union officers and the union's attorney. He also drew on his background and training to make the decision.

Ultimately, Safrin decided that the union should not pursue the grievance to Step 3 because he did not believe the union would prevail at arbitration. Not enough documentation or evidence existed to prevail on the grievance. In addition, nothing in the CBA prevented the employer from changing the application questions or from considering information that Brown failed to include in his application. Last, the remedy Brown sought in his grievance, "nothing less than what [he] would have had, had [he] been qualified in this last recruitment," was not a contractual remedy available to Brown or the union.

On November 7, 2014, the union notified Brown of its decision not to pursue Brown's grievance through Step 3 of the grievance procedure. Writing on behalf of the union, Safrin stated,

I base this decision on our belief that the claim of violation, and the position argued is one that would not be supported and sustained by an arbitrator. As you know, a grievance, according to our contract, is a claim that the terms of the contract have been violated. . . . [B]ased on what is contractual and past historical practice, I cannot find justification to support proceeding forward.

ANALYSISApplicable Legal Standards

It is an unfair labor practice for a union to interfere with, restrain, or coerce public employees in the exercise of their rights. RCW 41.56.150(1). An employee claiming a breach of the union's duty of fair representation has the burden of proof and must demonstrate that the union's actions (or inaction) were arbitrary, discriminatory, or in bad faith. *City of Renton (Washington State Council of County and City Employees)*, Decision 1825 (PECB, 1984).

The duty of fair representation arises from the rights and privileges held by a union when it is certified or recognized as the exclusive bargaining representative under a collective bargaining statute. *C-Tran (Amalgamated Transit Union, Local 757)*, Decision 7087-B (PECB, 2002), citing *City of Seattle (International Federation of Professional and Technical Engineers, Local 17)*, Decision 3199-B (PECB, 1991).

The Commission is vested with authority to ensure that exclusive bargaining representatives safeguard employee rights. While the Commission does not assert jurisdiction over "breach of duty of fair representation" claims arising exclusively out of the processing of contractual grievances, the Commission does process other types of "breach of duty of fair representation" complaints against unions. *City of Port Townsend (Teamsters Local 589)*, Decision 6433-B (PECB, 2000).

The Washington State Supreme Court has adopted three standards to measure whether a union has breached its duty of fair representation:

1. The union must treat all factions and segments of its membership without hostility or discrimination.
2. The broad discretion of the union in asserting the rights of its individual members must be exercised in complete good faith and honesty.
3. The union must avoid arbitrary conduct.

Each of these requirements represents a distinct and separate obligation. *Allen v. Seattle Police Officers' Guild*, 100 Wn.2d 361 (1983). While a union has a duty to provide fair representation, the courts have recognized a range of flexibility in the standard to allow for union discretion in settling disputes. *Id.* at 375. There can only be a breach of fair representation if the union's actions are "far outside a 'wide range of reasonableness.'" *Air Line Pilots Association, International v. O'Neill*, 499 U.S. 65 (1991).

The duty to avoid arbitrary conduct is violated if the union singles out and treats one bargaining unit member differently from others. *City of Port Townsend (Teamsters Local 589)*, Decision 6433-B. There is no statutory requirement that a union must accomplish the goals of each bargaining unit member, and complete satisfaction of all represented employees is not expected. A union member's dissatisfaction with the level and skill of representation does not form the basis for a cause of action unless the member can prove the union violated rights guaranteed in statutes administered by the Commission. *Dayton School District (Dayton Education Association)*, Decision 8042-A (EDUC, 2004).

When a bargaining unit employee raises an issue or concerns with a union, the union has an obligation to fairly investigate those concerns to determine whether the parties' CBA has been violated. *State – Labor and Industries (Washington Federation of State Employees)*, Decision 8261 (PSRA, 2003). If the union determines the concerns have merit, the union has the right to file a grievance under the parties' CBA. If the union determines the concerns lack merit, the union has no obligation to file a grievance. *Id.*

Application of Standards

Brown's complaint revolves around the union's decision not to pursue his grievance to Step 3 of the grievance procedure. His complaint fails for lack of proof. Although he asserted many allegations of bad faith in his testimony, he did not provide concrete evidence that any of the union's actions were arbitrary, discriminatory, or in bad faith.⁴

⁴ At hearing, Brown testified he was not claiming the union's actions were discriminatory.

Brown's testimony revealed his firmly held belief that the union's failure to pursue his grievance to Step 3 was a grave disservice to his interests. Brown sincerely believes that the employer had no basis to reject his job application and that the union, under Safrin's guidance, had no basis to fail or refuse to file a Step 3 grievance. His broad statement that "[e]veryone knows [he] was qualified, overqualified" to be a rail supervisor indicates the strength of his belief. Sincere belief without concrete evidence, however, is insufficient to sustain Brown's burden of proof.

During the hearing, Brown questioned the employer's hiring process with rhetorical flourishes such as "[W]hat difference would it make, what I did ten years ago," "Part of the job [of Human Resources] . . . is for them to do some research in an internal recruitment," and "[N]owhere [on the employer's web page] does it say[,] . . . 'We are going to nitpick your application.'" Brown did not produce any evidence describing the job duties of employees working in Human Resources or to support his claim that his experience from 10 years ago was not relevant to his job application. Nor did he show the fate of other incomplete applications in comparison to his own. In fact, the application's supplemental questionnaire expressly warned applicants that failure to fully address the questions could disqualify an applicant from consideration. Simply put, Brown's assertions were uncorroborated by the evidence.

Brown also failed to demonstrate that the union's decision not to pursue his grievance to Step 3 violated the standards set forth by the Washington State Supreme Court in *Allen v. Seattle Police Officers' Guild*, 100 Wn.2d 361. Brown did not prove that he was treated with hostility or discrimination by the union, that the union violated its duty of good faith and honesty in pursuing his grievance, or that the union engaged in arbitrary conduct.

When questioned directly, Brown offered his opinion that the union's decision not to proceed with a Step 3 grievance was arbitrary because the union seemed to have "a policy, unwritten, of trying to discourage" pursuing grievances to Step 3. Brown testified that he reached that conclusion based on "conversations with people that are actually active in the union." Although Brown was given every opportunity at the hearing to present evidence, witnesses, and testimony to support his claim that the union had such a policy, he failed to do so.

Brown further testified that the union acted in bad faith by not pursuing his grievance to Step 3. In support of that claim, he stated he was the best-qualified candidate for the position. Again, Brown's assertions were uncorroborated by the evidence.

Brown stated that he believed Safrin was not qualified to make a decision on behalf of the union with respect to rail employees because Safrin was not a qualified rail operator. However, Brown failed to demonstrate the connection between Safrin's lack of rail certification and the union's ultimate decision not to pursue Brown's grievance to Step 3.

CONCLUSION

With reason, a union may decline to pursue a grievance at any stage of the grievance procedure. The union dutifully reviewed Brown's grievance and provided assistance to Brown in his pursuit of the first two steps of the grievance procedure. The evidence showed that the union made the decision not to pursue Brown's grievance to Step 3 after applying to the grievance the same, deliberate process the union applied to all grievances. Thus, the union's decision was based on a reasonable and good faith evaluation of Brown's grievance. Brown did not provide concrete evidence that any of the union's actions were arbitrary, discriminatory, or in bad faith.

The Examiner finds that Brown failed to meet his burden of proving that the union breached its duty of fair representation, and his complaint is dismissed.

FINDINGS OF FACT

1. King County is a public employer within the meaning of RCW 41.56.030(12).
2. The Amalgamated Transit Union Local 587 (union) is a bargaining representative within the meaning of RCW 41.56.030(2) and represents numerous classifications of employees working in a division of the employer's Department of Transportation, King County Metro Transit (Metro), including rail operators in the rail section of that division.

3. Claude Brown, a member of the union, is a longtime employee of Metro and currently holds a full-time position as a rail operator in the rail section.
4. The union and the employer were parties to a collective bargaining agreement (CBA) effective from November 1, 2010, through October 31, 2013. Because the parties were unable to reach an agreement for a successor contract, the terms and conditions of the CBA were extended for one year pursuant to RCW 41.56.123.
5. The CBA contained the following language:

ARTICLE R2: EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1 – MERIT SYSTEM

The PARTIES are committed to providing equal employment opportunity for all new applicants for employment, as well as for present Employees. METRO shall recruit, select, and promote employees and/or individuals from the community workforce on the basis of their relative knowledge, skills and abilities, and in accordance with METRO's Affirmative Action Plan. Upon request, METRO will inform Employees of the knowledge, skills and abilities that are the subject of interviews or role-plays for UNION positions.

...

ARTICLE R5: GRIEVANCE AND ARBITRATION

SECTION 1 – GRIEVANCE PROCEDURE

A. Employee grievances concerning the interpretation and application of this AGREEMENT shall be processed in accordance with the grievance procedure in this Article...A "grievance", as used in this AGREEMENT, shall mean a claim by and Employee that the terms of this AGREEMENT have been violated and/or a dispute exists concerning the proper application or interpretation of this AGREEMENT.

...

C. If a grievance arises, it shall be put in writing, specifying the act or event being grieved, the date of the occurrence, the provisions of this AGREEMENT that allegedly have been violated, and the remedy sought. It will be handled in the following manner

Step 1: Within 15 days of the act or knowledge of the act being grieved, the Employee shall present the written grievance to his/her immediate supervisor/designee. Thereafter, the immediate supervisor/designee shall meet with the Employee and, unless UNION representation is waived in writing by the Employee, a Shop Steward/UNION Officer within 15 days after receipt of the grievance to discuss the grievance. . . . METRO shall, within 10 days after the meeting, notify the UNION of its decision If the UNION Business Representative/designee determines that the grievance has merit, it may be referred to Step 2 within 15 days of such notification. Such referral must be in writing.

Step 2: The grievance shall be presented to the manager/designee. Thereafter, the manager/designee shall meet with the Employee and the UNION Business Representative/designee to review and discuss the grievance within 15 days after receipt of the Step 2 referral, unless a later date is mutually agreed to by the PARTIES. . . . METRO shall, within 10 days following the meeting, notify the UNION in writing of its decision. The UNION Business Representative/designee may, within 15 days from the notification, refer the grievance to Step 3. Such referral must be in writing.

Step 3: The grievance shall be presented to Transit Human Resources. Thereafter, the Employee and UNION Business Representative/designee will meet with a committee If no agreement can be reached at Step 3, the UNION Business Representative/designee may appeal to arbitration by notifying Transit Human Resources

- 6. On April 10, 2014, the employer posted a recruitment notice for a rail supervisor-in-training position. The notice contained the following language:

FORMS AND MATERIALS REQUIRED: Applicants are required to submit a complete online application form, to include work history, and answers to the supplemental questionnaire.

...

SELECTION PROCESS: Applicants meeting the qualifications will be screened based on clarity, completeness, and content of their application materials. The most competitive applicants will be invited to participate in a testing process and a series of panel interviews as described below.

- 7. The supplemental questions portion of the application contained similar language:

1. Q: When applying for this position, you must thoroughly complete the EDUCATION and WORK EXPERIENCE sections of your application. Failure to do so can result in disqualification from consideration. . . .
 - A. . . .
Detailed description of each position that you have held in the last ten years.
8. Brown submitted an application for the rail supervisor-in-training position, which would have been a promotion for him had he been selected. Brown's application was not selected for the testing or interview process, and he was not promoted.
9. Brown filed a grievance on August 1, 2014, contending that the employer's failure to advance his application violated CBA Article R2, Sections 1 and 2. Brown also asserted violations of past practice, company policy, policy and procedure, and civil rights laws.
10. Brown was accompanied by union representative Steve Chichester to a Step 1 grievance meeting on August 20, 2014. At that meeting, the employer explained that Brown's application was rejected because it was incomplete. The employer did not provide a paper copy of Brown's application, stating it was not available at the meeting. On August 26, 2014, the rail operations chief notified Brown that his grievance was denied at Step 1.
11. After the Step 1 meeting, the union requested and received Brown's last three applications for the rail supervisor-in-training position, including the one that is the subject of this complaint. In his most recent application, submitted as an exhibit at hearing, Brown failed entirely to reply to the supplemental question requiring a "[d]etailed description of each position . . . held in the last ten years."
12. The union pursued Brown's grievance to Step 2 of the grievance procedure. On September 26, 2014, the parties participated in a Step 2 grievance meeting. Union executive board officer Charles Miller accompanied Brown to the meeting. At the meeting, the union argued that because Brown was an internal candidate, his qualifications

and work history should have been known to the employer and it was incumbent upon the employer to investigate Brown's qualifications.

13. On September 29, 2014, the employer denied Brown's grievance at Step 2, noting that the recruitment contained disqualifying language for applicants who failed to thoroughly complete the work experience questions. The employer's decision further stated that the consequences for failure to specify work history were clear and that there was no violation of the contract.
14. Step 3 of the grievance procedure is the last step in which the union may exercise its discretion on whether to advance a grievance. After Step 3, union members vote on whether to pursue a grievance to arbitration.
15. Neal Safrin was at all relevant times the union vice president and assistant business representative. In that capacity, Safrin processed many grievances for the union. Safrin considered four factors when deciding whether to pursue a grievance: the timeliness of the grievance, the existence of a contract violation that could be proven at arbitration, the remedy requested, and the consequences to the union if the union lost the arbitration.
16. In determining whether to pursue Brown's grievance to the next step of the grievance procedure, Safrin requested documents from the employer to assist in the union's investigation of the grievance. He considered the contract language, the grievance, the remedy requested, and his discussions with Brown. He consulted other union officers and the union's attorney. He also drew on his background and training to make the decision.
17. On November 7, 2014, the union notified Brown of its decision not to pursue Brown's grievance through Step 3 of the grievance procedure. Writing on behalf of the union, Safrin stated,

I base this decision on our belief that the claim of violation, and the position argued is one that would not be supported and sustained by an arbitrator. As you know, a grievance, according to our contract, is a claim that the terms of the contract have been violated. . . . [B]ased on what is contractual

and past historical practice, I cannot find justification to support proceeding forward.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-45 WAC.
2. By its actions described in Findings of Fact 10 through 12 and 15 through 17, the union did not interfere with employee rights in violation of RCW 41.56.150(1) by breaching its duty of fair representation by engaging in arbitrary, discriminatory, or bad faith conduct in the representation of bargaining unit employee Claude Brown.

ORDER

The amended complaint charging unfair labor practices filed in the above-captioned matter is DISMISSED.

ISSUED at Olympia, Washington, this 3rd day of August, 2017.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



KARYL ELINSKI, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

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

MARILYN GLENN SAYAN, CHAIRPERSON
MARK E. BRENNAN, COMMISSIONER
MARK R. BUSTO, COMMISSIONER
MIKE SELLARS, EXECUTIVE DIRECTOR

RECORD OF SERVICE - ISSUED 08/03/2017

DECISION 12759 - PECB has been mailed by the Public Employment Relations Commission to the parties and their representatives listed below:



BY: VANESSA SMITH

CASE NUMBER: 27185-U-15

EMPLOYER: KING COUNTY

REP BY: ROBERT S. RAILTON
KING COUNTY
ADM-ES-0450
500 4TH AVE RM 450
SEATTLE, WA 98104
bob.railton@kingcounty.gov
(206) 263-1967

KRISTI D. KNIEPS
KING COUNTY
OFFICE OF LABOR RELATIONS
500 4TH AVE RM 450
SEATTLE, WA 98104
kristi.knieps@kingcounty.gov
(206) 477-1896

PARTY 2: CLAUDE R. BROWN
4909 30TH AVE S
SEATTLE, WA 98108
snookybrown@hotmail.com
(206) 722-5261

PARTY 3: AMALGAMATED TRANSIT UNION LOCAL 587

REP BY: MICHAEL SHEA
AMALGAMATED TRANSIT UNION LOCAL 587
2815 2ND AVE STE 230
SEATTLE, WA 98121
mshea.president@atu587.org
(206) 448-8588

JILLIAN M. CUTLER
FRANK FREED SUBIT & THOMAS LLP
705 2ND AVE STE 1200
SEATTLE, WA 98104
jcutler@frankfreed.com
(206) 682-6711