Case No. 99319-0

SUPREME COURT OF THE STATE OF WASHINGTON

GLACIER NORTHWEST, INC. d/b/a CalPortland,

Appellant,

v.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 174,

Respondent.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION 174'S REPLY TO GLACIER NORTHWEST, INC.'S CROSS-PETITION FOR DISCRETIONARY REVIEW

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INTRODUCTION

International Brotherhood of Teamsters Local Union No. 174 (Local 174 or Union) respectfully opposes the cross-petition by Glacier Northwest, Inc. d/b/a CalPortland (Glacier) for discretionary review of the summary-judgment dismissal of its misrepresentation and tortious interference claims. The Court of Appeals properly rejected Glacier's misrepresentation claims, which were based on an alleged non-actionable promise of future performance rather than on an alleged misrepresentation of existing fact. And it properly rejected Glacier's tortious interference claims because Glacier could not, as a matter of law, prove the Union's alleged statement to a third party reasonably caused Glacier to cancel a short-notice job, given undisputed contractual terms showing the drivers had no contractual obligation to report to work for the job, regardless of the Union's instruction.

All four judges who have considered Glacier's claims correctly held they could not survive summary judgment. Glacier presents no ground for this Court to review those holdings. The Court should deny the cross-petition.

IDENTITY OF RESPONDENT

Local 174 was the defendant before the trial court and the respondent before the Court of Appeals. It now replies to Glacier's cross-

petition, limiting this reply to new issues raised by the cross petition.

DECISION BELOW

Glacier seeks review of that portion of the Court of Appeals' (Division I) November 16, 2020, amended published opinion (Op.), which denied Glacier's motion for reconsideration and affirmed the summary-judgment dismissal of Glacier's claims. Glacier attached a copy of that opinion in an appendix to its cross-petition.

ISSUES PRESENTED FOR REVIEW

1. Did the Court of Appeals correctly hold that "the drivers will respond to dispatch" is a non-actionable promise of future performance?

2. Did the Court of Appeals correctly hold that the Union's reported instructions to drivers, relayed to Glacier by a third party, did not cause Glacier harm because the labor contract indisputably gave drivers the right *not* to report to a short-notice job regardless of any instructions given by the Union, and Glacier had actual knowledge that drivers were not so reporting, thereby rendering any reliance by Glacier on the second-hand report unreasonable as a matter of law?

STATEMENT OF THE CASE

I. Glacier did not notify the drivers during the strike of the mat pour rescheduled for August 19.

GLY Construction, a general contractor, subcontracted with Glacier to supply concrete for a commercial project in South Lake Union,

Seattle (the Vulcan Project). Op. 5; CP 659–61. As part of that project, Glacier initially planned a mat pour—the laying of the concrete foundation—for Saturday, August 12, 2017. Op. 5; CP 891.

After the collective bargaining agreement (CBA) between the Union and the Seattle concrete companies expired, the parties began negotiating a successor agreement. CP 908. The Union initially planned to strike on August 12, during the mat pour, to pressure Glacier to settle the strike. CP 805–06, 966–67, 1111–12. After a conversation between GLY's president, Ted Herb, and the Union's president, Rick Hicks, the Union decided to begin the strike instead on August 11 to give Glacier enough time to cancel the job without interfering with the pour. Op. 5; CP 641, 685–86, 806–08, 821–22, 949–51, 962–965.

The strike lasted from August 11 through the ratification of a new contract on August 18. Op. 6; CP 760–61, 971, 946. The successor CBA—including the job-assignment procedures under Article 3—was made effective retroactive to August 1, 2017. Op. 6; CP 565–66.

II. After the drivers ratified a new labor contract, Glacier decided to mobilize a mat pour on less than a day's notice based on a secondhand report.

Glacier's drivers ratified a new CBA on August 18 around 11:00 a.m. Op. 6; CP 760–61, 971, 946. After the ratification, the Union announced via press release, its website, and its Facebook page that the

drivers had ratified a new contract, the strike was over, and "everyone is now back to work." Op. 6.

Even before Glacier learned the strike was over, it began planning to reschedule the GLY pour for shortly after midnight on Saturday, August 19. CP 891–93, 896–97. After it learned on the morning of Friday, August 18, that the strike had ended, Glacier managers grew concerned about their ability to staff the pour based on rumors that drivers had been instructed not to answer their phones for Saturday work. Op. 6; CP 864–65, 898–903. To address the rumors, at approximately 12:34 p.m. on Friday, August 18, Glacier's sales manager, Greg Mettler, called Herb, GLY's President, to discuss Glacier's concern that its drivers would not report for work that evening. Op. 6–7; CP 698–99, 705–06, 867–68. GLY employee Dane Buechler also discussed with Herb whether to proceed with the pour in light of the rumors. Op. 6.

Herb called Hicks at approximately 12:35 p.m., and Hicks confirmed the Union had approved the successor CBA. Op. 7; CP 734. Herb told Hicks that GLY wanted to reschedule the mat pour for shortly after midnight that night, August 19. Op. 7; CP 772–75, 782–83. Herb recounted his conversation with Hicks:

> I told Mr. Hicks: "Dane is trying to reschedule the mat pour for tonight and there's some concern about whether it will be properly serviced. So, I have been asked to call and get a

> response and some information on what will happen." I asked: "I've been asked by Dane to call you and get verification; will you service the mat pour or not?"

Op. 7; CP 1647. Herb testified that Hicks answered: "The drivers have been instructed to respond to dispatch." Op. 7; CP 708–12, 1646–48. Herb asked the same question a second time and Hicks "responded exactly the same way both times." Op. 7; CP 708–12, 1646–48. That is, Hicks repeated: "The drivers have been instructed to respond to dispatch." Hicks denies the statement, but both the Court of Appeals and trial court properly accepted it as true on summary judgment. Op. 7; CP 780–81.

Herb relayed this conversation to Glacier General Manager Melanie O'Regan and Mettler around 1:00 p.m. Op. 7; CP 714, 734, 904–05. They interpreted Hicks's statement that "the drivers have been instructed to respond to dispatch" to mean that "the Union had instructed the drivers to show up to work the mat pour." Op. 7; CP 1628. O'Regan "testified that she relied on Hicks's statement in making the decision to proceed that night to mobilize to the job." Op. 7. But "no one from Glacier spoke to Hicks directly" to clarify or confirm this interpretation of what he might have said to Herb, Op. 7, even after Herb suggested Glacier do so in his call with O'Regan and Mettler. CP 619–21, 875–78, 906–07.

III. Glacier's efforts to obtain drivers to staff the mat pour did not comply with the CBA and its dispatch calls did not reach enough confirmed drivers to staff the pour.

The CBA's management rights clause gives Glacier the exclusive power to make work assignments. Op. 23; CP 543. But Glacier must follow a specific process in making those assignments. The CBA requires Glacier to advise drivers by noon on the Thursday before the weekend when it anticipates weekend work. Op. 23; CP 569, 1677. Article 3.02 says "Employees shall be advised by noon (12:00) on Thursday that weekend work is anticipated." CP 569, 1677. This notice allows drivers to volunteer for jobs. Op. 23; CP 1678. Glacier usually complies with the requirement by posting a notice in drivers' break room weeks in advance for a large weekend pour, like the Vulcan pour, and by including a statement on the nightly start-time recording before Thursday. *Id.*

Article 3.02 provides two options for Glacier to enlist volunteers. Op. 23; CP 1678. First, Glacier may offer jobs by seniority to employees paid that week for 32 or fewer hours. Op. 23; CP 569, 1678. If Glacier needs more volunteers, it can then offer jobs by seniority to employees paid that week for more than 32 hours. Op. 23; CP 569, 1678

If, by 5:00 p.m. on Friday, Glacier still does not have enough volunteers, it can "force" a driver to work by using the third contractual

option under Article 3.02, which allows jobs to be assigned "by inverse seniority to employees." Op. 23–24; CP 569, 1679.

This mandatory assignment process remains subject to Article 3.10, which requires Glacier to "notify drivers by 9:00 A.M. of each work day if they will be scheduled for work at some time that day." Op. 24; CP 570, 1679. Article 3.10 permits Glacier to call drivers later in the day "if work becomes available after 9:00 A.M.," but, in that case, "there will be no discrimination or discipline against any Employee who is not then available for a call, or who, if called, then declines to report to work." Op. 24; CP 570, 1679. Drivers have no obligation to take dispatch calls after 9:00 a.m. and, if they do so, they may accept or decline work without repercussion. *Id.*

Finally, Article 3.10 provides that drivers "who start between 12:00 A.M. and 4:59 A.M. shall be given at least ten (10) hours' notice … ." Op. 24; CP 570, 1679. This requirement implements U.S. Department of Transportation regulations that require drivers to receive at least 10 hours' rest before operating their trucks. CP 1679; 49 C.F.R. § 395.3(a)(1).

When Glacier gives notice of weekend work by Thursday, it does not need to notify drivers a second time. CP 1680. But when Glacier fails to give the Thursday notice or when it seeks to invoke the mandatory

assignment process, it should call drivers before 9:00 a.m. on Friday; otherwise drivers have no obligation to call the call-out number, answer their phones, or accept assignments. CP 1680.

Notwithstanding these provisions, Glacier did not notify drivers of the August 19 pour by noon on Thursday, August 17, or by 9:00 a.m. on August 18. Op. 24; CP 1680.

Glacier needed 40–50 drivers to staff the pour. Op. 8; CP 890. Glacier's dispatcher Dirk Armitage started calling drivers at 1:22 p.m. on Friday, August 18 for report times beginning that evening, Saturday at 12:30 a.m., and continuing through the morning of August 19. Op. 8; CP 1121–1202, 1699–1790. The dispatcher's script informed drivers: "We are calling to inform you of your start time of [driver's particular start time] for Saturday, August 19. If you fail to report, you will be in violation of your contract. Call dispatch back to confirm your start time." CP 1710–90.

Despite telling drivers that they would violate the CBA if they failed to report to the pour, no one at Glacier reviewed the CBA before dispatch began calling drivers. CP 616–17, 909–10, 915.

Glacier continued calling drivers until about 5 p.m. that day, making two rounds of calls. Op. 8; CP 1710–90. These calls were in seniority order (the contractually required order for calling volunteers), not inverse seniority order (the contractually required order for making

mandatory assignments). Op. 24; CP 1680. Glacier also did not give the required 10 hours' notice to 21 of the drivers in its first round of calls or to any of the drivers in its second round. Op. 24; CP 1703–07.

In light of its failure to provide the timely notices required by Articles 3.02 (Thursday notice) and 3.10 (morning notice), to provide at least 10 hours' advance notice or to call drivers in inverse seniority order, as required by Article 3.10 for mandatory assignments, drivers had no contractual obligation to work the pour and were immune from discipline for choosing not to do so. Op. 24; CP 1676–81.

Given that fact, it is not surprising that it took 24 calls and a full hour from the beginning of the calls, until 2:23 p.m., before Glacier dispatch spoke with any driver. CP 1703, 1710–28. All told, dispatch reached only 12 drivers and only 10 agreed to work the pour. Op. 8; CP 1703–07, 1710–90.

IV. Glacier had contemporaneous, actual knowledge that drivers were not responding to dispatch and would not report to work.

Around 12:30 p.m. on August 18, when the Herb/Hicks conversation occurred, Union steward Ken Fiene went to clean up a picket line. CP 606, 633–34, 636. He ran into a Glacier supervisor, Dave Siemering, who approached Fiene and asked him whether the drivers were going to work that night. *Id.* Unaware that Glacier intended to schedule

work for that night, Fiene asked "What work?" *Id.* Siemering replied, "So, you're not coming in tonight?" *Id.* Referring to the CBA, Fiene responded, "It's after 9 a.m. I don't know why I would need to." *Id.*

Around the same time, another Glacier driver, Dan Gaydosh, was cleaning a different picket line. CP 650–52. A Glacier manager, Justin Dennison, saw him and told him about the rescheduled mat pour. *Id.* Gaydosh told Dennison he thought Glacier would have difficulty getting drivers to the mat pour, given the short notice. *Id.*

In addition, although Mr. Armitage left messages for all of the drivers on Friday, August 18, instructing them to "Call dispatch back to confirm your start time," CP 1710–90, Glacier had actual knowledge that dispatch in fact reached only 12 drivers, of whom only 10 agreed to work the pour. Op. 8; CP 1703–07, 1710–90.

V. Glacier was unable to staff the short-notice pour.

Glacier needed 40–50 drivers to staff the mat pour. *Supra* at 8. O'Regan did not monitor the progress of the dispatch calls and professed no further concern with Glacier's ability to staff the pour, despite the specific warnings Glacier managers had received from drivers about the difficulty in staffing the short-notice pour, the fact that only about 15% of the drivers called actually responded to dispatch (even though Glacier's dispatcher told them to do so), and Herb's insistence that Glacier follow

up with the Union. CP 914, 916–17. Ultimately, 22 drivers reported to the mat pour. Op. 8; CP 917. Glacier cancelled the pour around 1:15 a.m. on August 19, 2017. Op. 8; CP 921, 927. Glacier rescheduled it for the next week and completed it then. CP 797.

VI. Proceedings below.

After substantial discovery, the trial court—Retired Hon. Judge Erlick—granted summary judgment for Local 174 on Glacier's misrepresentation and tortious interference claims. Op. 1, 10–11. The Court of Appeals affirmed the grant of summary judgment in an August 31, 2020, published opinion. Glacier sought reconsideration. The Court of Appeals denied the motion for reconsideration and on November 16, 2020, issued a substitute opinion further elaborating the court's rationale for affirming the summary-judgment dismissal of Glacier's misrepresentation and tortious interference claims. Op.

ARGUMENT

I. The Court of Appeals honored precedent in finding no actionable misrepresentation arising out of the Union's promises of future performance.

As the Court of Appeals correctly observed, it "is well established in Washington that a promise of future performance is not an actionable representation of existing fact required for a fraud claim." Op. 21 (citing *Adams v. King County*, 164 Wn.2d 640, 662, 192 P.3d 891 (2008);

Cornerstone Equip. Leasing, Inc. v. MacLeod, 159 Wn. App. 899, 905, 247 P.3d 790 (2011); *Donald B. Murphy Contractors, Inc. v. King County*, 112 Wn. App. 192, 197, 49 P.3 912 (2002)).

Glacier does not challenge this statement of the legal rule. *Cf.* Cross-Pet. 16–18. It instead contends that the lower court usurped the jury's exclusive function to distinguish non-actionable promises from actionable factual representations and misapplied the rule by mischaracterizing the statements at issue in this case. *Cf.*, *id.* Glacier errs on both scores.

Courts properly police the future-promise/existing-fact distinction. In *Adams*, this Court itself undertook the responsibility to characterize the statement at issue as a non-actionable promise of future performance. 164 Wn.2d at 662–63. There, the Court sustained a summary-judgment dismissal of a fraud claim predicated on an alleged misstatement by a doctor that he intended to take only a sample of brain tissue, rather than the entire brain, for research. *Id.* at 662–63. *Adams* fully dispels Glacier's misconception that the jury, not the Court, must characterize a statement as a promise or factual representation.

Certainly, in *some* cases, a jury will need to resolve material disputes to determine whether a statement is actionable. *See, e.g.*, Cross-Pet. 17 (citing *Westby v. Gorsuch*, 112 Wn. App. 558, 571, 50 P.3d 284

(2002) (sustaining jury verdict finding misrepresentation over motion for judgment as a matter of law); *Lawyers Title Ins. Corp. v. Soon J. Baik*, 147 Wn.2d 536, 547–48, 55 P.3d 619 (2002) (genuine issues of material fact regarding falsity, duty, and reliance precluded summary judgment on negligent misrepresentation claims).

But those cases do not establish a rule universally committing to the jury the responsibility to police the distinction between promises and factual representations. This Court has repeatedly emphasized that, where material facts are undisputed, courts properly undertake that characterization as a matter of law. *Adams*, 164 Wn.2d at 662–63. *Accord Havens v. C & D Plastics, Inc.*, 124 Wn.2d 158, 180–83, 876 P.2d 435 (1994) (affirming directed verdict on negligent misrepresentation claim because, as a matter of law, the alleged misrepresentations promised future conduct); *Shook v. Scott*, 56 Wn.2d 351, 356–60, 353 P.2d 431 (1960) (reversing judgment on jury's advisory recommendation, where representations concerning the availability of water were properly characterized as promises of future performance as a matter of law).[1]

[1] *See also Emerson v. Island Cty.*, 194 Wn. App. 1, 16, 371 P.3d 93 (2016) (affirming summary judgment dismissal on fraudulent inducement claim predicated on promises of future performance); *Donald B. Murphy Contractors, Inc. v. King Cty.*, 112 Wn. App. 192, 49 P.3d 912 (2002) (affirming summary judgment where promise to procure insurance was, as a matter of law, "not a representation of presently existing fact").

Here, the material facts are undisputed and the lower courts correctly applied the law to them. Hicks offered his reported response as an answer to the question: "will you service the mat pour or not?" Op. 7; CP 1647; Cross-Pet. 14. That question clearly solicited a promise of future performance: that the drivers would in fact show up to the pour that evening. *Id.* Glacier admits that it understood Hicks's alleged answer—that he had "specifically instructed the drivers to respond to dispatch"—to mean or imply a promise that drivers would in fact be "reporting to work" that evening. Cross Pet. 15 (CP 1611). On Glacier's own undisputed understanding, Hicks's reported answer was clearly a promise of future performance, as the Court of Appeals correctly recognized. Op. 21.

Even if the lower courts had disregarded the undisputed context and Glacier's understanding of Hicks's reported answer, as Glacier now requests (Cross-Pet. 17–18), reversal would not be appropriate. Treating Hicks's report solely as an allegedly false statement of purported historical fact—e.g., that he instructed the drivers at the morning ratification meeting to respond to dispatch—simply raises the question whether it was reasonable for Glacier to rely on Hicks' assertion that he had provided those instructions as a basis to mobilize a same-day job.

As a matter of law, it was not reasonable for Glacier to so rely because, as the Court of Appeals noted, "there is nothing in the record to

support the notion that the Union had an authority or ability to order drivers to work when the CBA did not require them to do so. Even had Hicks instructed the drivers to show up to work that night, Glacier has no evidence the drivers had any duty to comply with such an instruction." Op. 24. That conclusion correctly reflects the undisputed terms of the CBA. *Supra* at 6–8. The CBA gives the Union no role in assigning drivers to jobs. *Id*. The management rights clause gives Glacier, not the Union, the sole right to make those assignments. *Id*. To make mandatory weekend assignments, Glacier must first offer the assignments by Thursday at noon, notify drivers of particular assignments by 9 a.m. of the work day for which the work is scheduled, make assignments in inverse seniority order, and give drivers at least 10 hours' advanced notice of the assignment. *Id.* (discussing Articles 3.02 and 3.10). Had Glacier considered its labor agreement—the document that exclusively governs drivers' working conditions, including job assignments—which any reasonable employer would have done, it would have realized that it could not assume that the Union's alleged "instruction" to the drivers would have had any effect whatsoever, and that drivers had the unequivocal prerogative to work or not work that evening, regardless of any "instructions" they received from their Union. An employer reasonably seeking to assure itself of sufficient staffing to mobilize the mat pour would instead have assessed how many

drivers were in fact actually choosing to volunteer for work when they had no obligation to do so.

In light of these contractual terms, Glacier knew or should have known that Hicks's alleged statement, even if treated as a report by him of a historical fact about the issuance of an earlier instruction, rather than as a promise that drivers would report to the job, amounted to a meaningless, ineffectual gesture. *Tjart v. Smith Barney, Inc.*, 107 Wn. App. 885, 897, 28 P.3d 823 (2001) (party deemed to know the content of its contracts); *Elcon Constr., Inc. v. E. Wash. Univ.*, 174 Wn.2d 157, 167, 273 P.3d 965 (2012) (no right to rely on representations inconsistent with contract); *Skagit State Bank v. Rasmussen*, 109 Wn.2d 377, 385, 745 P.2d 37 (1987) (no right to rely on oral representation contradicted by mortgage documents within claimant's possession); *Williams v. Joslin*, 65 Wn.2d 696, 698, 399 P.2d 308, 309 (1965) (no right to rely on oral representation contradicted by written receipts within claimant's possession). Any "instructions" that Glacier believed Hicks issued were nugatory on their face, and it was unreasonable for Glacier to rely on a hearsay report of self-evidently ineffectual instructions as a basis to mobilize a short-notice pour.

Appellate precedent, including from this Court, thus compels rather than conflicts with the holding rendered by the Court of Appeals. Review is not warranted by RAP 13.4(b)(1) or (2).

II. The Court of Appeals honored precedent by finding Glacier could not, as a matter of law, establish that Hicks's statement caused Glacier's losses.

Glacier next contends the Court of Appeals erred by separately concluding, as a matter of law, that Glacier could not establish causation. Cross-Pet. 18–20. Yet, the appellate court correctly recognized that "[a]lthough causation is usually an issue for the jury, where inferences from the facts are remote or unreasonable, factual causation is not established as a matter of law." Op. 23 (citing *Sea-Pac Co. v. United Food & Commercial Workers Local Union 44*, 103 Wn.2d 800, 805, 699 P.2d 217 (1985)).

This Court recently reiterated that causation "must be accorded the same treatment as any other [issue] following a motion for summary judgment, *i.e.*, if the court determines there is no genuine issue of material fact then it must determine whether the moving party is entitled to a judgment as a matter of law." *Harper v. State*, 192 Wn.2d 328, 346, 429 P.3d 1071 (2018) (quoting *LaPlante v. State*, 85 Wn.2d 154, 159–60, 531 P.2d 299 (1975)). *Accord Kelley v. Dep't of Corr.*, 104 Wn. App. 328, 17 P.3d 1189 (2000) (finding no causation as a matter of law); *Gausvik v. Abbey*, 126 Wn. App. 868, 885–87, 107 P.3d 98 (2005) (same); *Walters v. Hampton*, 14 Wn. App. 548, 556, 543 P.2d 648 (1975) (same).

Even Glacier begrudgingly recognizes this rule, admitting that "[f]actual causation is a jury question *unless inferences are incapable of reasonable difference of opinion*." Cross-Pet. 18–19 (emphasis added). That is precisely what the Court of Appeals held. It first observed that the "undisputed evidence in this case showed that Glacier's truck drivers had no contractual obligation to show up for work that night, regardless of any instruction to do so from Hicks." Op. 23. *Accord* Op. 24 ("Glacier concedes the August 2017 CBA did not require any of its drivers to report to work for the mat pour."). It next observed that, even if "the Union representative promised the workers would come to work," the Union had no "authority or ability to order drivers to work when the August 2017 CBA did not require them to do so." Op. 24–25. Glacier does not dispute these points, which defeat causation as a matter of law.

Glacier nonetheless speculates that it was reasonable for it to infer that Hicks's alleged instruction would have prompted "enough drivers" to check the call-out recording and complete the mat pour. Cross-Pet. 19. Yet, Glacier cannot dispute that its drivers had a clear contractual right to decline the short-notice assignments even if they had checked the call-out recording or answered their phones. *Supra* at 7–8. Ultimately, Glacier is left to argue that it was appropriate for it to rely on rank speculation that

enough of its drivers would have volunteered to work the mat pour that it would have been able to complete the job.

Glacier's actual knowledge shreds its right to rely on such speculation. Glacier managers actually knew—beginning around the time they learned of Hicks's reported instruction—that drivers were not, in fact, answering dispatch calls, that Union stewards took the position that the CBA did not require the drivers to respond to dispatch or report to work that evening, and that stewards told management the drivers were unlikely, in fact, to report to work that evening. *Supra* at 10. This knowledge of drivers' behavior and understanding of their contractual rights negates its right to rely on the secondhand report of instructions Hicks allegedly gave earlier that day. *See Beckendorf v. Beckendorf*, 76 Wn.2d 457, 464, 457 P.2d 603 (1969) (party with actual knowledge about representation had no right to rely on counterparty's representations); *Puget Sound Nat. Bank v. McMahon*, 53 Wn.2d 51, 54, 330 P.2d 559 (1958) (similar).

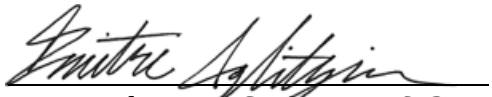
Like the misrepresentation claims, appellate precedent, including from this Court, thus compels rather than conflicts with the holding rendered by the Court of Appeals on Glacier's interference claim. Review is not warranted by RAP 13.4(b)(1) or (2).

CONCLUSION

For the foregoing reasons, the Union respectfully asks the Court to

deny Glacier's cross-petition.

Respectfully submitted this 22nd day of January, 2021.



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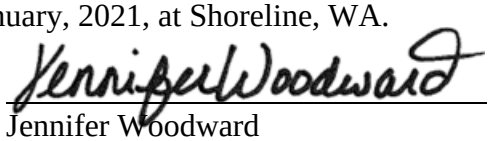
DECLARATION OF SERVICE

I, Jennifer Woodward, hereby declare under penalty of perjury that on the date noted below, I caused the foregoing document to be electronically filed with the Washington State Supreme Court, via the appellate efiling system, which will automatically provide notice of such filing to all required parties.

SIGNED this 22nd day of January, 2021, at Shoreline, WA.



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