NO. 92857-6

SUPREME COURT OF THE STATE OF WASHINGTON

WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE,

Appellant,

v.

FISH AND WILDFLIFE OFFICERS GUILD, *and,* WASHINGTON STATE PUBLIC EMPLOYMENT RELATIONS COMMISSION,

Respondent.

ANSWER TO PETITION FOR REVIEW

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Rules

I. INTRODUCTION

Public employee collective bargaining is authorized by statute. The Personnel System Reform Act (PSRA), Chapter 41.80 RCW in this case, establishes the terms and conditions of bargaining. In the fall and winter of 2010, Washington State Department of Fish and Wildlife's (WDFW) Enforcement Officers exercised their statutory right to bargain a collective bargaining agreement (CBA), and did so as part of the Washington Federation of State Employees (WFSE). But, on the eve of a state-wide salary reduction taking effect, a small bargaining unit of approximately 120 members left the WFSE. The Fish and Wildlife Officers Guild (FWOG) was certified as the representative six (6) days before the WFSE agreement became effective. By statute, however, a master Coalition bargaining agreement covers all small bargaining units. In spite of the clear statutory provisions and legislative intent, FWOG demanded to re-bargain asserting a right to bargain a separate CBA outside of WFSE and Coalition agreements.

The Court of Appeals' decision affirming the decision of the Public Employment Relations Commission (PERC) follows the statute. FWOG seeks to reargue its case again, relying on generalized legal notions like the right of association or contract agency to override the established public employee collective bargaining statutes.

The Court of Appeals' opinion does not conflict with case law issued by this Court or other Courts of Appeal, does not implicate "significant" questions of state or federal constitutional law, nor an issue of substantial public interest. Accordingly, the Court should deny FWOG's Petition for Review.

II. ISSUES PRESENTED FOR REVIEW

For the reasons set forth in Section IV, the issues raised in FWOG's Petition for Discretionary Review are not appropriate for review under RAP 13.4(b). A fairer statement of the issues raised by the Petition are:

- Did the PERC correctly determine that the PSRA does not entitle FWOG, which represents fewer than 500 members, to negotiate a separate master CBA or separate agreement on health benefits and, therefore, the State did not commit an unfair labor practice (ULP)?

- Did the PERC correctly determine that the status quo for wages, hours, and terms and conditions of employment for FWOG's bargaining unit was the terms and conditions of the Coalition CBA and, therefore, the State did not commit a ULP?

III. RESTATEMENT OF THE CASE

A. Factual Background

The PSRA, codified as Title 41.80 RCW, authorizes collective bargaining for general government state employees. Prior to the PSRA,

Washington State general government employees had no right to engage in traditional full scope collective bargaining. The first two (2) year CBA under the PSRA became effective on July 1, 2005, and tracked the two year state budget cycle. Administrative Record[1] (AR) at 74, ¶ 4. The PSRA allows bargaining representatives to engage in collective bargaining with the Governor's designee regarding wages, hours, and working conditions. RCW 41.80.020(1).

The PSRA divides bargaining into two (2) categories: 1) independent bargaining with unions representing more than 500 members, and 2) coalition bargaining with unions, like FWOG, that represent less than 500 members. RCW 41.80.010(2)(a). Further, bargaining for health care occurs as a super-coalition of all bargaining units, the "Health Care Coalition." RCW 41.80.020(3).

Before June 24, 2011, FWOG members were represented by the WFSE. AR at 194, ¶ 1. During 2010 and into early 2011, WFSE and the State negotiated a CBA for the 2011-13 biennium on behalf of the Petitioners. Article 42 of the 2011-13 CBA, tentatively agreed to on December 14, 2010, reduced WFSE bargaining unit members' salaries by three percent, effective July 1, 2011. AR at 74, ¶ 5, 728. On January 5,

[1] Citations to the PERC administrative record are identified as AR. Citations to the Superior Court filings are identified as Clerks Papers (CP). Citations to the transcript of hearing before Honorable Judge Prochnau are identified as TR.

2011, the same compensation reductions were tentatively agreed to in the 2011-13 Coalition CBA. AR at 75, ¶ 6, 316, 2290.

The State also negotiated an agreement on December 2, 2010, with the Health Care Coalition on employer contributions for health care benefits for all represented employees. AR at 75, ¶ 7, 80-82, 192. The Health Care Coalition agreement provided that the State's share for health care premiums would be reduced from eighty-eight to eighty-five percent as of January 1, 2012. AR at 840; AR at 75.

The WFSE, like other bargaining representatives, presented the negotiated tentative CBAs to its membership for ratification. Ballots were mailed out to members the week of January 24, 2011. AR at 75, ¶ 10, 88-89. On February 17, 2011, the ballots were counted and WFSE announced that its members (which still included Enforcement Officers) voted to ratify the 2011-13 CBA. AR at 75, ¶ 11, 91.

The PSRA requires that tentative contracts be presented to the Legislature for approval or rejection. RCW 41.80.010(3). The Legislature approved and funded the WFSE CBA and the Coalition CBA in the 2011-13 budget on May 25, 2011. Second Engrossed Substitute House Bill (2ESHB) 1087, § 908, AR at 837-38. Section 922 of the same bill approved and funded the Health Care Coalition agreement for represented employees under the super coalition. 2ESHB 1087, § 922; AR at 2393-95.

Section 921 of 2ESHB 1087 appropriated funds for health insurance benefits for represented employees outside the Health Care Coalition, and Section 920 appropriated funds for health insurance benefits for non-represented employees.[2]

On the same day—May 25, 2011—the Legislature passed a law declaring an emergency, temporarily reducing the base salaries of all state employees of the executive, legislative, and judicial branches by three percent, effective from July 1, 2011, through June 29, 2013.[3] AR at 169-71.

Facing the state-wide salary reduction, FWOG came into existence and filed a Petition to represent the Enforcement Officers on March 4, 2011. AR at 125 ¶ 3. On June 6, 2011, the WFSE disclaimed representation of WDFW Enforcement Officers. AR at 126, ¶ 6. On June 24, 2011, following an election, the PERC issued an Interim Certification certifying FWOG as the exclusive bargaining representative. AR at 126, ¶ 7, 202-05. FWOG has fewer than 500 members. AR at 195-96, ¶ 8.

On June 28, 2011, four (4) days after the PERC issued its Interim Certification of FWOG, and three (3) days before the commencement of

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[2] The new health care benefit contributions negotiated in the Health Care Coalition CBA, and mandated by the Legislature for all represented and unrepresented general government employees, were implemented on January 1, 2012. AR at 2395-96.

[3] The three percent compensation reduction was implemented effective July 1, 2011. AR at 838.

the 2011–13 fiscal biennium, FWOG submitted a letter to the then State Labor Relations Office (LRO), the Governor's designee for collective bargaining, seeking "to verify that the employer understands the need to maintain the status quo throughout this period and up until the State reaches a Collective Bargaining Agreement with the [FWOG]." AR at 22-23, 1034; RCW 41.80.010(1). FWOG's letter asserted that the salary reductions and reductions in health care contributions–negotiated, agreed to, and ratified while the WDFW Enforcement Officers were represented by WFSE–no longer applied following WFSE's disclaimer of representation on June 6, 2011. AR at 22-23.

The provisions of the 2011-13 Coalition CBA and Health Care Coalition agreement took effect on July 1, 2011, and the State applied them to WDFW Enforcement Officers. Thus, the LRO responded that FWOG was covered by the master CBA negotiated with the Coalition, pursuant to RCW 41.80.080(2)(a), and in accordance with Article 1.2 of the master Coalition agreement. AR at 24-25. The LRO's letter also pointed out that the dynamic status quo of this bargaining unit encompassed the salary reductions. *Id.* The LRO noted that:

> the Employer does not believe it has the duty or the ability to bargain over legislatively imposed pay reductions, nor does it have the ability to bargain a new agreement between the State and the [FWOG], which, by law, must bargain a

> master agreement along with the other unions forming the Coalition.

Id.

The LRO was willing to bargain agency specific issues with the FWOG, but FWOG insisted on bargaining a separate bargaining agreement.

B. Procedural History

FWOG filed a Complaint on November 11, 2011, alleging a ULP because the State would not renegotiate a contract. AR at 4, ¶ 2.1 to AR at 5, ¶ 2.6. The PERC's November 18, 2011, Preliminary Ruling identified the causes of action as whether the State unilaterally changed wages and health benefits, breached its good faith bargaining obligations in negotiations over wage and health benefits, unilaterally changed paid release time for bargaining unit members of the union's negotiating team, and insisted to impasse on ground rules. AR at 7-8.

The parties filed cross motions for summary judgment. The PERC's hearing examiner partially dismissed the ULP action on June 11, 2012 (*State–Fish and Wildlife,* Decision 11394 (PSRA 2012)), granting the State's motion for summary judgment relating to the allegations that the State unilaterally reduced wages and health benefits without providing an opportunity for bargaining. AR at 885-96. The remaining two (2) issues were dismissed on December 19, 2012, following

a hearing. *State–Fish and Wildlife,* Decision 11394-A (PSRA, 2012); AR at 2479-95.

FWOG appealed both hearing examiner decisions to the PERC. AR at 897-911, 2496-2515. The PERC issued Decision 11394-B (PSRA, 2013), affirming the State had not committed a ULP.

> The union was not entitled to negotiate a separate master collective bargaining agreement or agreement on health benefits. Upon certification, the status quo for employee wages, hours, and terms and conditions of employment became the coalition collective bargaining agreement. The employer did not unilaterally change the status quo on wages, health benefits, or paid release time. The employer did not insist to impasse upon ground rules.

AR at 2580-88.

FWOG appealed to superior court, which reversed by concluding that the PERC erred in its ruling that the State had no duty to bargain changes in terms and conditions of employment with FWOG; that the PERC erred by ruling that the State could impose the terms of the Coalition agreement upon FWOG; and that the PERC erred by not finding a ULP from the changes in wages and health insurance imposed by the State as of July 1, 2011. CP at 102-03.

The State appealed and the Court of Appeals reversed, reinstating the PERC findings that under the unique structure of the PSRA, units with less than 500 members are bound by the Coalition agreement and newly

certified small units are not granted the right to bargain outside of the PSRA's structure and procedure. The Court of Appeals further found that terms and conditions of employment of public employees are controlled by statute, not by common law contract agency principles and the constitutional First Amendment right of association. FWOG sought and was denied reconsideration and now petitions this Court for review.

IV. REASONS WHY REVIEW SHOULD BE DENIED

The criteria for accepting a petition for review are set forth in RAP 13.4(b):

> A petition for review will be accepted by the Supreme Court only: (1) If the decision of the Court of Appeals is in conflict with a decision of the Supreme Court; or (2) If the decision of the Court of Appeals is in conflict with another decision of the Court of Appeals; or (3) If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or (4) If the petition involves an issue of substantial public interest that should be determined by the Supreme Court.

FWOG identifies no case law conflicting with the Court of Appeals' decision; it claims only a "conflict" with regard to application of rules of construction. Petition at 18. It claims there is a significant public issue and a constitutional issue. Petition at 19. But FWOG fails to show how the Court of Appeals' application of the statutes to FWOG's last-minute emergence is contrary to statute or constitution, or that their arguments present any significant issue warranting this Court's review. FWOG's Petition for Review should be denied.

A. This Case Does Not Present a Colorable First Amendment Issue

The Legislature, not the Constitution, establishes the terms and conditions of public employment. *Washington Fed'n of State Emp. v. State*, 101 Wn.2d 536, 541–42, 682 P.2d 869 (1984). FWOG concedes that the ability to bargain collectively is conferred by statute and the First Amendment has not been interpreted to create any right to collectively bargain. Petition at 17. FWOG, however, asserts that the right of association compels a reading of the PRSA which would have compelled immediate bargain. *Id.* This argument is an unsound view of the First Amendment.

The First Amendment is not a substitute for labor relations laws and does not impose any obligation on the government to bargain. *Smith v. Arkansas State Highway Emp., Local 1315,* 441 U.S. 463, 465, 99 S. Ct. 1826 (1979) (the First Amendment does not impose any affirmative obligation on the government to listen to an association, recognize an association, and bargain with it). Thus, the Court of Appeals correctly held that the right of association does not create any right to engage in collective bargaining.

FWOG's argument conflates the right of association, which the members exercised without restriction by switching bargaining

representatives to FWOG, with the statutory structure and conditions of bargaining of the PSRA. FWOG offers no legal authority for a right to bargain beyond the terms of the PSRA grounded in the First Amendment.

FWOG's putative constitutional issue is not a significant question of law that warrants review under RAP 13.4(b).

B. Using Established Principles of Statutory Construction, the Court of Appeals Affirmed PERC and Properly Rejected FWOG's Arguments That Following FWOG's Election as Bargaining Representative It Was Entitled to Bargain Separately and Immediately Over Wages and Health Care Contributions

The PSRA is the collective bargaining law applicable to state general government employees. Through the PSRA, the Legislature "substantially restructured both the collective bargaining rights of state civil service employees and the administration of the collective bargaining process." *W. Wash. Univ.*, Decision 10068-A (PSRA, 2008). The Court of Appeals issued a ruling consistent with this legislative intent by looking at the plain meaning of the PSRA's provisions, the context of those provisions, and construing the statute to give effect to all of the language and related statutes.

The Court of Appeals concludes that RCW 41.80.010 adopts a structure where bargaining representatives with fewer than 500 members must bargain as a coalition for wages, hours and other terms and

conditions of employment. Slip Opinion (Slip Op.) at 11. This conclusion reflects a straightforward reading of RCW 41.80.010(2)(a) and the scope of bargaining under RCW 41.80.020(1).

> If an exclusive bargaining representative represents more than one bargaining unit, the exclusive bargaining representative shall negotiate with each employer representative as designated in subsection (1) of this section one master collective bargaining agreement on behalf of all the employees in bargaining units that the exclusive bargaining representative represents. *For those exclusive bargaining representatives who represent fewer than a total of five hundred employees each, negotiation shall be by a coalition of all those exclusive bargaining representatives. The coalition shall bargain for a master collective bargaining agreement covering all of the employees represented by the coalition.*

Slip Op. at 12. (citing RCW 41.80.010(2)(a)) (emphasis in original).

The PSRA unequivocally *requires* that there be a single CBA between the State and the coalition of all of the individual labor organizations that represent fewer than 500 employees. The PSRA, however, does not authorize bargaining between the governor's designee and a small unit representative *outside of* the Coalition, except that, as part of the coalition bargaining, the State and bargaining representatives may bargain agency-specific issues "subject to the parties' agreement regarding the issues and procedures for supplemental bargaining." Slip Op. at 12. However, negotiation of any agency specific issue is not an absolute right. Bargaining of agency specific issues requires agreement from both sides

regarding the issues and the procedure for supplemental bargaining. RCW 41.80.010(2)(a).

The Court of Appeals appropriately concludes that when a new bargaining unit is certified, the Coalition CBA applies to this unit and the employees lack the power to require the state to negotiate a new one. Slip Op. at 16. And, as identified by the Court of Appeals, there was a coalition agreement in effect on June 24, 2011, when PERC certified FWOG. FWOG was automatically included within the Coalition agreement and was not entitled to negotiate a separate master CBA. CP at 11. These principles of state collective bargaining cannot be circumvented by changing the representative midway through the legislative funding process. FWOG cites no precedent for this process. Therefore, when FWOG submitted a demand to bargain to the LRO on June 28, 2011, the scope of potential bargaining under the PSRA was limited to proposing supplemental agency-specific issues; there was no authority to bargain over issues already addressed in the existing master Coalition agreement, including the agreed three percent wage reduction. AR at 316.

FWOG contests this by arguing that even though there is no statutory authority to bargain between the State and FWOG, the State is compelled to do so because of FWOG's status as the new certified

bargaining representative. FWOG focuses on RCW 41.80.80(2)(a), and whether there was a bargaining agreement "in effect for the exclusive bargaining representative." Petition at 11-12. FWOG's interpretation would rewrite RCW 41.80.080(2)(a) to add the words "to which the bargaining representative bargained" instead of the words selected by the legislature, "for which there is a bargain agreement in effect." This is the same association argument which was dismissed by the U.S. Supreme Court in *Smith v. Arkansas*.

Alternatively, FWOG asserts that "the state could have achieved the salary reductions and health care contributions by engaging in supplemental bargaining." Petition at 11. The Court of Appeals properly identified that FWOG's theory was contrary to the statutory scheme, because these subjects are not agency specific issues. Slip Op. at 15.

The plain language of RCW 41.80.010(2)(a), read in conjunction with RCW 41.80.020(3), shows a clear intent. The PSRA does not anticipate or authorize the State to engage in collective bargaining with small units like FWOG. As identified by the Court of Appeals and PERC, the PSRA is unique but clear in this limitation. Slip Op. at 11.

Finally, FWOG invokes precedent that revolved around a different State collective bargaining statute (RCW 41.56) that does not apply. While judicial and PERC precedent interpreting other labor laws may

provide general assistance in interpreting the PSRA, the unique provisions of the PSRA, namely the specific wording of RCW 41.80.010(2)(a), .050, and .080(2)(a), demonstrate that the PSRA is intended to operate differently. Since the PSRA required coalition bargaining, those cases simply do not apply.

C. Public Employment is Established and Regulated by Legislative Action, and There Is No Common Law Contractual Impediment to FWOG Being Subject to the Coalition CBA and Super-coalition Health Care Agreement

The terms and conditions of employment for public employment are those granted or authorized though legislative action. The PSRA allows for variance between represented groups, but in reference to bargaining units of less than 500 employees, the Legislature determined that there would be one (1) bargaining agreement applicable to all of these units. FWOG asserted below that the contract theory of agency takes it out of the structure established by the Legislature. CP at 38-40. In the superior court, FWOG attacked the PERC ruling by offering a common law theory of agency for the formation of a binding contract, but that theory is inapplicable to public employment.

The terms and conditions of public employment are controlled by statute and *not* by contract. *E.g. Washington Fed'n of State Emp. v. State*, 101 Wn.2d 536, 541–42, 682 P.2d 869 (1984); *Weber v. Dep't of Corr.*, 78

Wn. App. 607, 610, 898 P.2d 345 (1995). Courts have also consistently held that the terms and conditions of public employment are not contractual rights. *City of Tacoma v. Price*, 137 Wn. App. 187, 191, 152 P.3d 357 (2007), *Wash. Fed'n of State Emp.*, 101 Wn.2d 536. *Weber*, 78 Wn. App. 607. *Greig v. Metzler*, 33 Wn. App. 223, 230, 653 P.2d 1346 (1982). Furthermore, civil service employment is controlled by the civil service statutes, RCW 41.80 in this instance, subject to article I, section 23 of the Washington Constitution. *Wash. Fed'n Of State Emp.*, 101 Wn.2d at 542; *Riccobono v. Pierce Cnty.*, 92 Wn. App. 254, 263, 966 P.2d 327 (1998).

In other words, "civil service employment is grounded on a contract of employment formed between the public employer and the employee, but that the contract incorporates, as implied and controlling terms, the civil service statutes as now exist or hereafter amended." *Riccobono*, 92 Wn. App. at 263–64, n.25. The Court of Appeals correctly reversed the superior court's ruling in this case *because* that ruling was based on contract and agency law and defied limitations in RCW 41.80.

The Legislature explicitly limited the collective bargaining rights afforded to employee organizations in the PSRA. RCW 41.80.020(1). The Legislature clearly articulated that the PSRA was not an absolute grant but one which contained reservations. RCW 41.80.050. The clause

that delineates the authority to bargain is preceded by this articulation of the reservation of rights which states:

> *Except as may be specifically limited by this chapter,* employees shall have the right to self-organization, to form, join or assist employee organizations, and to bargain collectively through representatives of their own choosing for the purpose of collective bargaining free from interference, restraint, or coercion. Employees shall also have the right to refrain from any or all activities except to the extent that they may be required to pay a fee to an exclusive bargaining representative under a union security provision authorized by this chapter.
>
> RCW 41.80.050. (emphasis added).

The phrase "specifically limited by this chapter" demonstrates the Legislature's intent that the collective bargaining rights created by the PSRA are also constrained by the PSRA.

The PSRA's structure and grant of collective bargaining rights is very different from the grant in the Public Employees Collective Bargaining Act and other collective bargaining laws. There is no vested right in a rule of common law which prevents its alteration by the Legislature. *Godfrey v. State*, 84 Wn.2d 959, 963, 530 P.2d 630 (1975). As a result, common law principles of contract or agency law do not extricate FWOG from the coalition requirements or require the state bargain as FWOG demands. And, FWOG's dissatisfaction with this structure is neither error by the Court of Appeals, nor a reason for this

Court to review this decision. It is a straightforward application of the limitations in the PSRA.[4]

The Court of Appeals, like PERC, identified that the PSRA is unique when compared to other collective bargaining statutes. The Court of Appeals application of the rules of statutory construction analyzed the plain language of the statute and the statutory scheme in its entirety resulting in the conclusion that FWOG is part of the Coalition and bound by the Coalition agreement. Slip Op. at 16. This gives effect to all of the words within the statute.

In short, FWOG's petition repeats arguments that it made to the Court of Appeals. FWOG fails to offer any conflicting applicable authority to the Court of Appeals decision to warrant review of this case by the Supreme Court.

D. After Bargaining One Agreement, Fish and Wildlife Officers Wanted to Renegotiate With the State. Their Attempt to Get Two Bites at the Apple Does Not Present An Issue With Substantial Public Importance Warranting This Court's Review

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[4] Even if the PSRA did not clearly supplant the common law principle of agency relied upon by FWOG, a statute whose terms are inconsistent with a rule of the common law, such that both may not simultaneously be given effect, is deemed to abrogate the common law. *Public Util. Dist. No. 1 v. Madden*, 83 Wn.2d 219, 222, 517 P.2d 585 (1973), appeal dismissed, certiorari denied, 95 S. Ct. 20, 419 U.S. 808 (1974). The Legislature is aware of applicable common law rules. *Public Util. Dist. No. 1*, 83 Wn.2d at 222. In RCW 41.80, the Legislature intended that FWOG's inclusion with the Coalition supersedes any common law principle of agency.

Members were not denied the right to bargain. Fish and Wildlife Officers were able to and did bargain when represented by the WFSE. After completing this authorized bargaining and within the process established by the PSRA, they elected to change bargaining representatives. Having exercised this right, FWOG makes the fallacious argument that they have been denied a right to bargain. In reality what they want is to re-bargain. Thus, FWOG's assertion that this case involves a matter of substantial public interest because its members "lose at least two years of bargaining rights" is misleading and inaccurate. Petition at 19.

FWOG's Petition acknowledges that "the chances of these issues being presented to the Court again, as opposed to other legal issues that regularly recur, approaches nil." Petition at 19. FWOG is likely correct as one of the key issues in this case was their attempt to create a loophole and avoid the three percent salary reductions and increased health care contributions.[5] As such, this case falls outside the criteria of RAP 13.4(b). But FWOG's attempt to ignore the statutory scheme would also be problematic because if a bargaining unit elects to change representatives, a pay increase already negotiated could be denied to those employees until a

[5] The Court of Appeals was cognizant of this and addressed the emergency declaration mandating 3 percent salary reductions under ESSB 5680 and coupled this observation with the authority under RCW 41.80.040 (4) to take whatever actions are necessary during emergencies. Slip Op. at 18.

new bargaining agreement was reached. This would mean a least a one year delay pursuant to the October 1 submission requirement in the year preceding the Legislature approving or rejecting the contract. RCW 41.80.030(3).

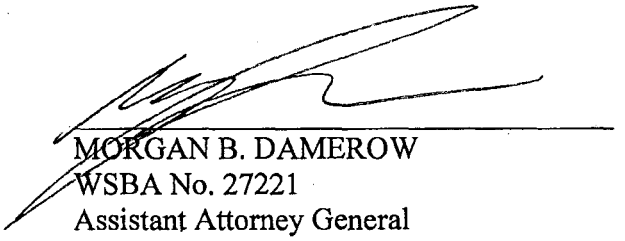
Thus, FWOG mischaracterizes the facts when it claims its members did not bargain or were delayed by two years. The Court of Appeals correctly decided this matter by applying the statutory scheme as written.

V. CONCLUSION

Because FWOG's Petition for Discretionary Review does not meet any of the criteria for review under RAP 13.4(b), the State respectfully requests that the Petition be denied.

RESPECTFULLY SUBMITTED this 23 day of March, 2016.

ROBERT W. FERGUSON
Attorney General



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SUPREME COURT OF THE STATE OF WASHINGTON

WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE, Appellant, v. FISH AND WILDFLIFE OFFICERS GUILD, *and,* WASHINGTON STATE PUBLIC EMPLOYMENT RELATIONS COMMISSION, Respondent.	CERTIFICATE OF SERVICE

I certify that on the 23 day of March, 2016, I caused a true and correct copy of the State of Washington Department of Fish and Wildlife's Answer to Petition for Review and Certificate of Service to be served on the following in the manner indicated below:

TO:

James Cline
2003 Western Avenue, Suite 550
Seattle, WA 98121
via e-mail at Servicjcline@clinelawfirm.com

Mark Lyon
7141 Cleanwater Drive SW
MS: 40113
Olympia, WA 98504
via e-mail at Mark1@atg.wa.gov

I certify under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

RESPECTFULLY SUBMITTED this 23 day of March, 2016.

JANE ROCKWELL

OFFICE RECEPTIONIST, CLERK

To: Rockwell, Jane (ATG)
Cc: Lyon, Mark (ATG); Damerow, Morgan (ATG); Servicjcline@clinelawfirm.com; jcline@clinelawfirm.com
Subject: RE: No. 92857-6 State of Washington Department of Fish and Wildlife's Answer to Petition for Review

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To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
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Subject: No. 92857-6 State of Washington Department of Fish and Wildlife's Answer to Petition for Review

Good afternoon,

Please find attached for filing today in the above referenced matter the State of Washington Department of Fish and Wildlife's Answer to Petition for Review and Certificate of Service to Mr. Lyon and Mr. Cline.

If you have any difficulties opening the attachment, please notify me immediately.

Best Regards,

Jane Rockwell

Legal Assistant
Office of the Attorney General
Labor & Personnel Division
360.664-4190

OFFICE RECEPTIONIST, CLERK

To: Rockwell, Jane (ATG)
Cc: Lyon, Mark (ATG); Damerow, Morgan (ATG); Servicjcline@clinelawfirm.com; jcline@clinelawfirm.com
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Sent: Wednesday, March 23, 2016 3:10 PM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Cc: Lyon, Mark (ATG) <MarkL1@ATG.WA.GOV>; Damerow, Morgan (ATG) <MorganD@ATG.WA.GOV>; Servicjcline@clinelawfirm.com; jcline@clinelawfirm.com
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