94802-0

Court of Appeals No. ~~75059-I~~ 75059-3

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

MICHAEL MCPHERSON. Plaintiff/Appellant

v.

FISHING COMPANY OF ALASKA, Respondents/Appellee

PETITION FOR REVIEW

John W. Merriam, WSBA #12749
LAW OFFICE OF JOHN MERRIAM
4005 20th Avenue West, Suite 110
Seattle, WA 98199
(206) 729-5252
Attorney for Plaintiff/Appellant
Michael McPherson

TABLE OF CONTENTS

TABLE OF AUTHORITIES

I. IDENTITY OF PETITIONER

Plaintiff/Appellant Michael McPherson petitions this Court for review of the decision by Division I of the Court of Appeals.

II. CITATION TO COURT OF APPEALS DECISION

Michael McPherson v. Fishing Company of Alaska, 94 Wn. App. 268 (Div. I) (05/30/17).

III. ISSUE PRESENTED FOR REVIEW

During the "period of effectiveness" in contracts of employment for fishermen, is 'cause' required for discharge from that employment? 46 U.S.C. § 10601.

IV. STATEMENT OF THE CASE

Petitioner Michael McPherson is a resident of Missouri who was hired to work as Assistant Engineer aboard the Fishing Company of Alaska (FCA) vessel F/T Alaska Spirit in Alaska for 90 days. He alleges that he was fired for no good reason 18 days into the 90-day contract. Clerk's Papers (CP) 1-2. McPherson was given an Employment at Will Contract to sign. A copy of the contract is at CP 32-42. *See also,* Published Opinion from Division I in *McPherson v. Fishing Company of Alaska*, No. 75059-3-I, 94 Wn. App. 268 (05/30/17) (hereinafter "Opinion") at 1-2, attached at App. A.

The Contact at page 2, CP 33, states that if an employee quits at sea (during the contractual term) he/she will be confined to quarters until the vessel hits port. At pages 6-7 of the Contract it is stated that the employee will be charged a penalty of $50 per day until the employee leaves the vessel, and/or $1,000 in liquidated damages, if the employee quits at sea. CP 37-38. Lest FCA argues that the $50 per day is merely the expense of room and board while the employee is not working, note that at page 4 of the Contract only $20 per day is paid as maintenance in the event of injury. CP 35. There are no penalties listed for the *employer* if FCA decides to fire the employee during the contractual term for no good reason. *Id.*

McPherson sued FCA for wrongful discharge. He claimed, and still claims, that 46 U.S.C. § 10601 requires a fishing agreement to include a "period of effectiveness" during which employment was not 'at will' and he could not be fired without cause during that period.

The parties filed cross motion for partial summary judgment. The trial court granted FCA's motion. The trial court then entered a final judgment in favor of FCA. McPherson appealed to Division I of the Court of Appeals. The Court of Appeals affirmed the trial court. *Opinion* at Appendix A.

V. ARGUMENT

A. Why Review Should Be Accepted.

This case involves an issue of substantial public interest that should be decided by the Supreme Court. Rules of Appellate Procedure (RAP) 13.4(b)(4). 46 U.S.C. § 10601 was enacted by Congress in 1988. In the almost thirty years since then, no reported decision has determined whether employment is 'at will' during the "period of effectiveness" required by the statute in employment contracts for commercial fishermen.

Construction of this statute will affect all commercial fishermen in the state of Washington, including the Seattle-based Alaska fishing fleet, and provide persuasive authority for the interpretation of employment contracts covering commercial fishermen nationwide.

B. Statutory Construction and Legislative Intent.

Division I affirmed the trial court citing to "the historical rule of at will employment in maritime contracts . . . ." *Opinion* at 1. That's exactly the petitioner's point. The statute at issue changed that historical rule. Whereas fishing was traditionally conducted by the season, was at will, and was agreed to with a handshake, 46 U.S.C. § 10601 now requires the contracts to be in writing with a specified contractual term. None of the authorities cited by Division I support employment at will for contracts such as the one presented here. The Court of Appeals noted that penalties

were imposed if McPherson terminated his employment during the contractual term. *Opinion* at 2. No such penalties were imposed if FCA terminated the employment early without cause.

Division I complains that there is no legislative history to support either side's interpretation of the statute. *Opinion* at 8. This after reciting the long-established rule that: "Legislation favoring seamen is 'largely remedial and calls for liberal interpretation in favor of the seamen'." (citation omitted) *Opinion* at 3. The statute changed common law on its face by requiring a "period of effectiveness" for employment. 46 U.S.C. § 10601. Division I complains that the Court should not change established law "by mere implication". *Opinion* at 5. The language in the statute is more than an implication; it is obvious on its face.

> Because of Congress's involvement in the field, the United States Supreme Court has cautioned courts to practice restraint in shaping maritime common law.

Opinion at 5. Exactly! Congress enacted § 10601. The Court's job here is statutory construction, not the creation of common law.

Division I goes on to complain:

> McPherson . . . appeals to the notion of fairness . . . citing facts outside the record in his briefing . . . (like fishermen who) perform unpaid work during the pre-season "fit-out" in anticipation of earnings during the season.

Opinion at 7. While McPherson did not perform any pre-season labor for his job, Division I is ostensibly looking for the intent of Congress in passing the statute. Why won't they look at the fishing industry as a whole in determining why this statute was passed?

C. *Doyle v. Huntress, Inc.*, 301 F. Supp. 2d 135 (D. R.I. 2004) *aff'd* 419 F.3d 3 (1st Cir. 2005).

Although Division I cites to the *Doyle* trial court's decision for a different reason in the above-entitled case, *Opinion* at 3, it would have done well to look at the affirmance of that decision by the federal First Circuit. *Doyle v. Huntress,* 419 F.3d 3, 2005 AMC 2127 (1st Cir. 2005). The *Doyle* case involved statutory construction of a different section of § 10601, and a companion statute, § 11107 of 46 United States Code. The First Circuit started by observing:

> When the statute's language is plain, the sole function of the courts – at least where the disposition required by the text is not absurd – is to enforce it according to its terms.

419 F.3d 3, 2005 AMC at 2132.

> Another significant factor that we consider in our construction of this statue is the presumption in favor of seamen. . . a statute designed to protect seamen must be liberally interpreted for their benefit. (citations omitted.)

Id. 2005 AMC at 2133.

Contrary to Division I in this case, legislative intent in the *Doyle* case was determined by the First Circuit as follows:

> Thus, *if a comparison of the language of this bill with the existing law shows that a substantive change has resulted, it should be understood that the change was intended by the Committee.*

2005 AMC at 2135 (emphasis in original).

> The Committee intends and hopes that the interpretation of the maritime safety laws as codified and enacted by this bill will be based on the language of the bill itself. The bill, as reported, is based on that premise. There should, therefore, be little or no occasion to refer to the statutes being repealed in order to interpret the provisions of this bill. The Committee also feels, as the courts have held, that the literal language of the statute should control the disposition of cases. *There is no mandate in logic or in case law for the reliance on legislative history to reach a result contrary to the plain meaning of the statute*, particularly where the plain meaning is in no way unreasonable.

2005 AMC at 2136 (emphasis in original). "Because the legislative history provides mixed signals, we do not apply the presumption of recodification that Congress did not intend substantive changes." *Id.* 2005 AMC at 2137.

The First Circuit notes that §§ 10601 and 11107 are both contained in Part G, "Merchant Seamen Protection and Relief", Subtitle II of Title 46, U.S. Code. 2005 AMC at 2140.

> Furthermore, § 10601, which contains requirements for fishing agreements, describes lay share fishermen as seamen. Section 10601 is a liability section and § 11107 is tied to § 10601 as a remedial provision. Section 10601 is also located in Part G. It was enacted in 1988 when Congress passed the Commercial Fishing Industry Safety Act of 1988, an Act with *broad remedial purposes*. By its terms, § 10601 provides that "seamen" are to be protected by the statute.

Id. (emphasis added).

D. The Ruling By Division I is Illogical.

"[T]he [§ 10601] agreement must state a period of effectiveness. The agreement must also state agreed terms. Those agreed terms can include one for at will employment." *Opinion* at 8. This makes no sense. A "period of effectiveness" is required. But "other agreed terms" can render the period of effectiveness meaningless, if Division I is to be believed, by allowing vessel owners to ignore the "period of effectiveness" and fire fishermen any time they choose.. The statute also requires the terms of the compensation to be paid to the fisherman. § 10601(b)(2). Let's take, for example, a fisherman who signs an

employment contract providing that he will be paid a lay of 10% of the catch. By Division I's reasoning, the vessel owner could insert an "other agreed term" stating that the fisherman could be paid a lower lay share if the owner feels like it. That construction of the statute is untenable.

VI. CONCLUSION

This Court is urged to review the opinion of Division I attached hereto at Appendix A.

Respectfully submitted this 28th day of June, 2017.

LAW OFFICE OF JOHN MERRIAM

By: _____
John W. Merriam, WSBA #12749
Attorney for Plaintiff/Appellant
Michael McPherson

APPENDIX A

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

MICHAEL MCPHERSON, Appellant, v. FISHING COMPANY OF ALASKA, Respondent.	)	No. 75059-3-I DIVISION ONE PUBLISHED OPINION FILED: May 30, 2017

LEACH, J. — Michael McPherson appeals the trial court's summary judgment dismissal of his lawsuit against his former employer, Fishing Company of Alaska. McPherson claims that the "period of effectiveness" term in his employment contract prohibited Fishing Company from firing him without cause during that period. Because McPherson's contract contained an at-will employment provision and the statute requiring a period of effectiveness does not change the historical rule of at-will employment in maritime contracts, we affirm.

FACTS

Michael McPherson signed an "Employment At-Will Contract" with Fishing Company of Alaska in September 2015. Fishing Company agreed to pay McPherson $200 per day as an assistant engineer on a Fishing Company vessel. The contract also said that Fishing Company employed McPherson at will and

could "terminate [him] at any time, with or without notice and with or without cause."[1] The contract period was 90 days. Fishing Company fired McPherson 18 days in.

McPherson sued, alleging Fishing Company wrongfully fired him.[2] He asked for lost wages and other relief, asserting that because 46 U.S.C. § 10601 requires a fishing agreement to include a "period of effectiveness," he could not be fired without cause during that period.

The parties filed cross motions for partial summary judgment. The trial court granted Fishing Company's motion. The trial court then entered a final judgment in favor of Fishing Company. McPherson appeals.

STANDARD OF REVIEW

We review an order granting summary judgment de novo, making the same inquiry as the trial court.[3] We will affirm summary judgment where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.[4]

---

[1] The contract also includes penalties of $50 per day on the vessel and/or $1,000 in liquidated damages for an employee who quits during the employment period.

[2] Fishing Company told the trial court that it did not concede that it fired McPherson without cause if the court denied its motion.

[3] Owen v. Burlington N. Santa Fe R.R. Co., 153 Wn.2d 780, 787, 108 P.3d 1220 (2005).

[4] Owen, 153 Wn.2d at 787.

ANALYSIS

When deciding an admiralty or maritime case, this court must follow substantive maritime statutes and common law and may not order a remedy that harms the uniformity of that law.[5] A court interpreting a maritime contract must apply federal maritime law.[6]

Legislation favoring seamen is "largely remedial and calls for liberal interpretation in favor of the seamen."[7] Since 1813, a federal statute has required fishing agreements to be in writing.[8] This ensures that seamen "have a clear and enforceable written commitment defining the consideration for which they risk their life at sea"[9] and protecting them "'from the duress, coercion, or deception that might result if masters were permitted to ship them out to sea without first providing written articles.'"[10]

---

[5] Hoddevik v. Arctic Alaska Fisheries Corp., 94 Wn. App. 268, 273, 970 P.2d 828 (1999); Robinson v. Alter Barge Line, Inc., 513 F.3d 668, 671 (7th Cir. 2008) (Maritime or admiralty law is "the body of legal doctrines, most judge-made, that govern the legal rights and duties of the users of navigable waterways.").

[6] See In re Fitzgerald Marine & Repair, Inc., 619 F.3d 851, 858 (8th Cir. 2010); Oil, Chemical & Atomic Workers, Int'l Union v. Mobil Oil Corp., 426 U.S. 407, 421-22, 96 S. Ct. 2140, 48 L. Ed. 2d 736 (1976) (Powell, J., concurring).

[7] Isbrandtsen Co. v. Johnson, 343 U.S. 779, 782, 72 S. Ct. 1011, 96 L. Ed. 1294 (1952).

[8] See Doyle v. Huntress, Inc., 301 F. Supp. 2d 135, 143 (D.R.I. 2004) (discussing 46 U.S.C. § 531, recodified as § 10601 in 1988), aff'd, 419 F.3d 3 (1st Cir. 2005).

[9] Flores v. Am. Seafoods Co., 335 F.3d 904, 907 (9th Cir. 2003).

[10] Flores, 335 F.3d at 913 (quoting Seattle-First Nat'l Bank v. Conaway, 98 F.3d 1195, 1199 n.2 (9th Cir. 1996)).

Throughout this long history of written maritime employment contracts, courts have held that "a seaman is an employee-at-will and may be discharged for any or no reason."[11] McPherson acknowledges this history but claims that Congress changed this rule with a 1988 amendment to 46 U.S.C. § 10601.

This statute currently provides,

§10601. Fishing agreements

> (a) Before proceeding on a voyage, the owner, charterer, or managing operator, or a representative thereof, including the master or individual in charge, of a fishing vessel, fish processing vessel, or fish tender vessel shall make a fishing agreement in writing with each seaman employed on board if the vessel is—
> (1) at least 20 gross tons as measured under section 14502 of this title, or an alternate tonnage measured under section 14302 of this title as prescribed by the Secretary under section 14104 of this title; and
> (2) on a voyage from a port in the United States.
>
> (b) The agreement shall—
> (1) state the period of effectiveness of the agreement;
> (2) include the terms of any wage, share, or other compensation arrangement peculiar to the fishery in which the vessel will be engaged during the period of the agreement; and
> (3) include other agreed terms.

Congress added the "period of effectiveness" requirement in 46 U.S.C. § 10601(b)(1) as part of the Commercial Fishing Industry Vessel Safety Act of

---

[11] Meaige v. Hartley Marine Corp., 925 F.2d 700, 702 (4th Cir. 1991) ("Only one exception exists to the general at-will employment rule in maritime law: a seaman may file a personal injury action without retaliation."); see Smith v. Atlas Off-Shore Boat Serv., Inc., 653 F.2d 1057, 1060 (5th Cir. 1981); The Pokanoket, 156 F. 241, 243 (4th Cir. 1907); Findley v. Red Top Super Markets, Inc., 188 F.2d 834, 836-37 (5th Cir. 1951).

1988.[12] McPherson contends that this amendment changed the longstanding rule that maritime employment contracts are at will by default. We disagree.

This court "will not assume that the Legislature would effect a significant change in legislative policy by mere implication."[13] Moreover, because of Congress's involvement in the field, the United States Supreme Court has cautioned courts to practice restraint in shaping maritime common law.[14] Applying these principles, we would expect much clearer language if Congress had intended to reverse nearly two centuries of maritime precedent as McPherson proposes.[15]

The Ninth Circuit has twice held, when examining other issues, that § 10601 is "perfectly clear facially" "[a]s a matter of simple statutory construction."[16] The statute is equally clear in this context. Its language is unambiguous: it requires that maritime employment contracts be in writing and include a "period

---

[12] Commercial Fishing Industry Vessel Safety Act of 1988, Pub. L. No. 100-424, § 6(a), 102 Stat. 1591-92.

[13] State v. Calderon, 102 Wn.2d 348, 351, 684 P.2d 1293 (1984).

[14] Norfolk Shipbuilding & Drydock Corp. v. Garris, 532 U.S. 811, 820, 121 S. Ct. 1927, 150 L. Ed. 2d 34 (2001); Miles v. Apex Marine Corp., 498 U.S. 19, 27, 111 S. Ct. 317, 112 L. Ed. 2d 275 (1990) (both pertaining to maritime personal injury suits).

[15] See Doyle, 301 F. Supp. 2d at 143.

[16] Seattle-First, 98 F.3d at 1197 (holding that six-month statute of limitations did not apply to seaman's claim based on void oral contract); Harper v. U.S. Seafoods LP, 278 F.3d 971, 975 (9th Cir. 2002) (holding that § 10601 requires employer to sign written employment contract with seaman).

of effectiveness."[17] It contains no words that preclude employees and employers from agreeing that either may terminate employment without cause. It does not mention termination at all. Instead, the same subsection requires contracts to include "other agreed terms."[18]

McPherson does not rely on any judicial method of statutory interpretation to support his reading of the statute. Instead, he asks rhetorically why Congress would require contracts to include a period of effectiveness if employers could still terminate them at will. He ignores case law holding that a stated period of effectiveness does not preclude at-will termination. In Berg v. Fourth Shipmor Associates,[19] the Ninth Circuit held that a seaman's contract did not guarantee him for-cause employment even though it stated a period of employment. Likewise, in Brekken v. Reader's Digest Special Products, Inc.,[20] the plaintiff's employment contract stated that it had a 12-month period "unless sooner terminated." It then stated that either party could terminate employment. The Seventh Circuit held the contract was unambiguous: the 12-month employment period was "merely an expectation and not a right," and the phrase "unless

---

[17] This statute appears to be the only one in the United States Code to use "period of effectiveness" in the context of employment contracts.

[18] 46 U.S.C. § 10601(b)(3).

[19] 82 F.3d 307, 311-12 (9th Cir. 1996).

[20] 353 F.2d 505, 506 (7th Cir. 1965).

sooner terminated" qualified the employment period.[21] McPherson cites no contrary authority.

McPherson instead appeals to notions of fairness, asking rhetorical questions and citing facts outside the record in his briefing. He asserts that guaranteed periods of employment are important to fishermen because they often perform unpaid work during the preseason "fit-out" in anticipation of earnings during the season.[22] He asks, "On which side of the issue will this Court be counted: The side of seamen, wards of the admiralty court, or on the side of fishing companies, who claim the right to fire seamen for no reason at all after employment has been promised for a set term?" This question assumes an incorrect view of the judiciary's role. "The [United States] Supreme Court has counseled that courts are not free to rewrite admiralty laws simply because the result seems unfair in a particular case."[23] Even if the record supported and we accepted McPherson's assertions about the fishing industry, this court must still interpret the law in a manner consistent with its text and judicial precedent.

Because the statute is unambiguous, we need not consider legislative history to discern Congress's intent.[24] In any case, McPherson presents none to

---

[21] Brekken, 353 F.2d at 506.

[22] McPherson's counsel conceded at oral argument that engineers like McPherson do not do this type of unpaid preseason work.

[23] Harper, 278 F.3d at 976 (citing Griffin v. Oceanic Contractors, Inc., 458 U.S. 564, 575-76, 102 S. Ct. 3245, 73 L. Ed. 2d 973 (1982)).

[24] United States v. Charles George Trucking Co., 823 F.2d 685, 688 (1st Cir. 1987).

support his position. Instead, he concedes that none exists, insisting "the intent of Congress is so obvious" Congress would not have discussed it. We disagree, finding it hard to believe that Congress would make such a big change in the law without comment.

In sum, the period-of-effectiveness requirement in § 10601 does not affect parties' ability to contract for at-will employment. Instead, the statute means what it says: an employer must make a written agreement with a seaman, and that agreement must state a period of effectiveness. The agreement must also state other agreed terms. These agreed terms can include one for at-will employment.

CONCLUSION

Because the statute's text and federal case law do not support the rule that McPherson proposes, we affirm.

Leach, J.

WE CONCUR:

Dwyer, J.

Schindler, J.

APPENDIX B

seaman was engaged. A seaman who has not signed an agreement is not bound by the applicable regulations, penalties, or forfeitures.

(b) A master engaging a seaman in violation of this chapter or a regulation prescribed under this chapter is liable to the United States Government for a civil penalty of not more than $5,000. The vessel also is liable in rem for the penalty.

(Pub. L. 98–89, Aug. 26, 1983, 97 Stat. 572; Pub. L. 103–206, title IV, §416, Dec. 20, 1993, 107 Stat. 2438.)

HISTORICAL AND REVISION NOTES

Revised section	*Source section (U.S. Code)*
10508	46:575

Section 10508 provides for a fair wage to be paid to a seaman who was engaged without a shipping agreement, and also exempts the seaman under certain conditions from applicable regulations, penalties or forfeitures. It also provides a penalty for violation of its provisions.

AMENDMENTS

1993—Subsec. (b). Pub. L. 103–206 substituted "not more than $5,000" for "$20".

§10509. Penalty for failing to begin voyage

(a) A seaman who fails to be on board at the time contained in the agreement required by section 10502 of this title, without having given 24 hours' notice of inability to do so, shall forfeit, for each hour's lateness, one-half of one day's pay to be deducted from the seaman's wages if the lateness is recorded in the official logbook on the date of the violation.

(b) A seaman who does not report at all or subsequently deserts forfeits all wages.

(c) This section does not apply to a fishing or whaling vessel or a yacht.

(Pub. L. 98–89, Aug. 26, 1983, 97 Stat. 572.)

HISTORICAL AND REVISION NOTES

Revised section	*Source section (U.S. Code)*
10509	46:576

This section provides for a reduction in the wages of seamen who arrive late for voyages, if their late arrival is noted in the official logbook. It does not apply to fishing vessels, whaling vessels or yachts.

CHAPTER 106—FISHING VOYAGES

§10601. Fishing agreements

(a) Before proceeding on a voyage, the owner, charterer, or managing operator, or a representative thereof, including the master or individual in charge, of a fishing vessel, fish processing vessel, or fish tender vessel shall make a fishing agreement in writing with each seaman employed on board if the vessel is—

(1) at least 20 gross tons as measured under section 14502 of this title, or an alternate tonnage measured under section 14302 of this title as prescribed by the Secretary under section 14104 of this title; and

(2) on a voyage from a port in the United States.

(b) The agreement shall—

(1) state the period of effectiveness of the agreement;

(2) include the terms of any wage, share, or other compensation arrangement peculiar to the fishery in which the vessel will be engaged during the period of the agreement; and

(3) include other agreed terms.

(Pub. L. 100–424, §6(a), Sept. 9, 1988, 102 Stat. 1591; Pub. L. 104–324, title VII, §739, Oct. 19, 1996, 110 Stat. 3942; Pub. L. 107–295, title IV, §441(a), (b), Nov. 25, 2002, 116 Stat. 2131.)

HISTORICAL AND REVISION NOTES

Revised section	*Source section (U.S. Code)*
10601	46:531

AMENDMENTS

2002—Subsec. (a). Pub. L. 107–295, §441(a), (b)(1), in introductory provisions, inserted "owner, charterer, or managing operator, or a representative thereof, including the" after "on a voyage, the" and comma after "individual in charge" and substituted "employed" for "enployed".

Subsecs. (b), (c). Pub. L. 107–295, §441(b)(2), (3), redesignated subsec. (c) as (b) and struck out former subsec. (b) which read as follows: "The agreement shall be signed also by the owner of the vessel."

1996—Subsec. (a)(1). Pub. L. 104–324 inserted "as measured under section 14502 of this title, or an alternate tonnage measured under section 14302 of this title as prescribed by the Secretary under section 14104 of this title" after "20 gross tons".

AGREEMENTS DEEMED COMPLIANT

Pub. L. 107–295, title IV, §441(c), Nov. 25, 2002, 116 Stat. 2131, as amended by Pub. L. 108–199, div. H, §137(a), Jan. 23, 2004, 118 Stat. 442, provided that: "An agreement that complies with the requirements of section 10601(a) of title 46, United States Code, as herein amended, is hereby deemed to have been in compliance with subsections (a) and (b) of section 10601 of title 46, United States Code, as in effect prior to November 25, 2002."

[Pub. L. 108–199, div. H, §137(b), Jan. 23, 2004, 118 Stat. 442, provided that: "The amendments made by subsection (a) [amending section 441(c) of Pub. L. 107–295, set out above] apply to all proceedings pending on or commenced after the date of enactment of this Act [Jan. 23, 2004]."]

§10602. Recovery of wages and shares of fish under agreement

(a) When fish caught under an agreement under section 10601 of this title are delivered to the owner of the vessel for processing and are sold, the vessel is liable in rem for the wages and shares of the proceeds of the seamen. An action under this section must be brought within six months after the sale of the fish.

(b)(1) In an action under this section, the owner shall produce an accounting of the sale and division of proceeds under the agreement. If the owner fails to produce the accounting, the vessel is liable for the highest value alleged for the shares.

(2) The owner may offset the value of general supplies provided for the voyage and other supplies provided the seaman bringing the action.

A2.1

Court of Appeals No. 7059-3-I

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

MICHAEL MCPHERSON, Plaintiff-Appellant, vs. FISHING COMPANY OF ALASKA, Defendants-Respondents.	Supreme Court No. _____ **CERTIFICATE OF SERVICE**

TO: CLERK OF THE COURT

I, John W. Merriam, certify that I mailed a copy of the Petition for Review to Michael A. Barcott, Esq., counsel for Respondent, on June 28, 2017.

John W. Merriam, WSBA #12749
LAW OFFICE OF JOHN MERRIAM
4005 20th Avenue West, Suite 110
Seattle, WA 98199
(206) 729-5252
Attorney for Plaintiff/Appellant Michael McPherson