Court of Appeals No. 84783-0-I

Supreme Court No. 102798-2

IN THE SUPREME COURT
STATE OF WASHINGTON

CAROL ALLREAD, an individual,

Petitioner,

v.

CITY OF BURIEN, a Washington City,

Respondent.

MOTION FOR DISCRETIONARY REVIEW

Treated as a Petition for Review

Lauren H. Berkowitz, WSBA No. 49620
Lauren H. Berkowitz, Attorney at Law, PLLC
2343 44th Avenue Southwest
Seattle, WA 98116
Telephone: (206) 734-7054
Attorney for Petitioner

Jordan A. Taren, WSBA No. 50066
Shishido Taren Goldsworthy PLLC
705 Second Avenue
Suite 1500
Seattle, WA 98104-1796
Telephone: (206) 622-1604
Attorney for Petitioner

TABLE OF CONTENTS

CASES

STATUTES

RULES

I. IDENTITY OF PETITIONER

The petitioner is Carol Allread, Petitioner in the Court of Appeals and the Plaintiff in King County Superior Court proceeding. Allread asks this Court to accept review of the decision designated in part II of this motion.

II. CITATION TO THE COURT OF APPEALS DECISION

Allread seeks review of the unpublished case No. 847830, filed by Division I of the Court of Appeals on January 16, 2024.

III. ISSUES PRESENTED FOR REVIEW

Whether the Court should accept review of the Court of Appeals decision because:

a. Pursuant to RAP 13.4(b)(1), the decision of the Court of Appeals conflicts with this Court's rulings by arbitrarily narrowing the scope of admissible comparator evidence in employment disputes;

b. Pursuant to RAP 13.4(b)(4), whether all communications and actions contained during a public agency's executive session meeting are

"privileged" from discovery or admission at trial under a blanket assertion without review is an issue of substantial public interest that should be determined by the Supreme Court;

c. Also pursuant to RAP 13.4(b)(4), whether unlawfully threatening to "contest" an employee's statutory right to unemployment benefits at the time the employee is laid off if the employee engages in protected activity constitutes retaliation *per se* is an issue of substantial public interest that should be determined by the Supreme Court.

IV. STATEMENT OF THE CASE

A. Factual History

The pertinent facts are undisputed.

Carol Allread ("Allread") was an Executive Assistant for five city managers at the City of Burien ("the City"). CP 37-62. Brian Wilson ("Wilson") was the City Manager and Allread's supervisor. He terminated Allread's employment in a one-person layoff exactly one month after receiving notice of her need for increased

PFMLA use. Allread used leave protected under Washington's Paid Family Medical Leave ("PFMLA") to care for her adult son with a disability. *Id.*

Evidence was presented to show Wilson's disdain for Allread's absences from work. RP 140. Although the City's policy was to have employees' supervisors sign staff leave slips requesting leave, Wilson refused to sign Allread's leave slips *only when she sought to use PFMLA-protected leave*. Allread used leave sparingly. RP 33:3-20; 168.

On June 23, 2020, the City, vis a vis Wilson himself, notified all upper management that no layoffs would be necessary in 2020, and the staff should begin considering 2021-2022 budgets. RP 405.

On June 24, 2020, Allread notified the City that her son had had a change in circumstances and she would need additional leave going forward. RP 224.

Thirty days later, Wilson selected Allread, and *only* Allread, for layoff on July 24, 2020. RP 402-3.

The City, through Wilson and its Director of Administrative Services, Cathy Schrock, notified Allread in a closed-door meeting during which the City both presented a written copy of a severance agreement and read it aloud to her, including the following clauses:

- A global release of claims. *Appendix* D at ¶6.
- "As consideration for Carol Allread signing and not revoking this Agreement, Burien will pay Carol Allread the equivalent of two (2) months' salary, … Burien will pay Carol Allread's accrued vacation leave…." *Appendix D* at ¶3.
- "As further consideration, if Carol Allread applies for unemployment compensation benefits, Burien will not contest her application unless she claims that discrimination, harassment, retaliation, or other unlawful conduct was the reason for her lay off." *Appendix D*. at ¶4. CP 438-452; RP 232-3; *emphasis added*.

Allread testified that she believed from the moment it occurred that her termination was a violation of her civil rights, and was terrified at the prospect of having her unemployment benefits, taken away or delayed while also losing the healthcare benefits that were covering the care for her son. RP 128; 237; 414-15.

The City put Allread on paid administrative leave, escorted her outside immediately following notice of the job separation, and terminated her employment as of one week later without allowing Allread to obtain personal things from her computer or send a goodbye email to colleagues. RP 521-22:18-19; 713:9-20; CP 37-62.

Patricia Mejia was a 17-year Parks and Rec employee who had never before been disciplined. Mejia suffered a mental illness or disability triggered by significant traumatic violence that she was exposed to as part of her employment with Burien. Mejia used PFMLA-protected paid vacation leave to address her disability. When Mejia returned from her leave, she had her job duties changed and was disciplined. Thirty days after her

return from leave, the City selected Mejia for layoff. RP 709-18; CP 537-40.

Mary Eidmann ("Eidmann") was the Environmental Education Specialist for the City. Eidmann suffered from mental and physical disabilities. Eidmann took PFMLA-protected leave to address the disability. Upon her return from leave, the City changed and worsened Eidmann's working conditions, revoked previously granted reasonable accommodations, and then insisted on her resignation after she complained about discrimination. Eidmann was asked to resign and, under pressure, she did. Eidmann was presented with a separation agreement that threatened to contest her application for unemployment benefits if she alleged her separation was the result of discrimination, harassment, retaliation, or other unlawful conduct. CP 537-40.

Wilson personally was involved in all three job separations of Allread, Mejia, and Eidmann. Director Schrock was also involved in the separation of employment of all three. CP 537-545.

During discovery, the City asserted an unknown "executive privilege" in response to written discovery questions from Allread. *Appendix B*. Accordingly, Nancy Tosta, a former long-time City Councilmember, indicated she had relevant information to share about the City's retaliation against her for her opposition to what she believed was disability discrimination, but was not comfortable sharing the specific information with Allread's counsel. RP 568; 580.

In depositions, the City again asserted an unknown "executive session privilege." RP at 565, *citing* Deposition of Brian Wilson 43:4-25; 151:5-12. The trial court sustained the City's objection to Tosta's proffered testimony of pattern evidence in part because it occurred during executive session.

The Trial Court excluded all testimony from Eidmann. The Trial Court excluded all testimony about whether and why Mejia always believed her selection for layoff was retaliatory and discriminatory. The trial court excluded all testimony from Tosta regarding executive

sessions, both conduct and communications, without ever applying a privilege analysis to each communication individually.

The case was tried to a jury. Petitioner moved for a directed verdict on her RCW 50A.40.010(2) claim. The trial court denied the motion. The jury returned a defense verdict on all counts. Petitioner moved for a new trial based on six issues. The trial court denied Petitioner's motion. Petitioner appealed to the Court of Appeals, which affirmed.

V. ARGUMENT

A. Summary of Argument

The Court abused its discretion by excluding relevant and admissible pattern evidence from comparator employees. Allread needed to prove that she was discriminated against and retaliated against in violation of RCW 50A.40. She was entitled to present witness testimony about the City's pattern of discrimination and retaliation against employees who take a leave of absence from work for family and medical reasons. Similarly, the

Court erred by excluding evidence based on the flawed assumption that an executive session privilege exists under the Open Public Meetings Act. There is no Executive Session legal privilege shielding evidence from discovery or open court.

The Court acted contrary to law by ruling Burien's severance provision threatening to contest Allread's unemployment benefits if she alleged to a state entity that she believed her separation was unlawful did not violate the PFMLA.

B. Standard of Review

Trial court evidentiary rulings are reviewed for abuse of discretion. State v. Quaale, 182 Wn.2d 191, 196, 340 P.3d 213, 216 (2014). "A trial court abuses its discretion when it makes a manifestly unreasonable decision or a decision based on untenable grounds." *Double H, LP v. Dep't of Ecology,* 166 Wash.App. 707, 712-13 *review denied,* 174 Wash.2d 1014 (2012).

C. This Court Should Accept Review of the Court of Appeals Decision to Prevent an Arbitrary

Narrowing of Comparator Evidence Based on the Type of Leave Selected by an Employee.

The Court of Appeals Order arbitrarily narrows the scope of admissible evidence beyond that contemplated by this Court, creating a conflict with this Court's prior decisions and also causing an issue of substantial public concern.

Wilson's unlawful motivation is an element required to prove the City's retaliation (a type of interference under RCW 50A.40.010(1)) in response to Allread's leave-taking. Allread had a right to present evidence of Burien's – particularly Wilson and Schrock's – pattern of discriminating and retaliating against city employees who took leaves of absence from work for disability-related reasons. She was denied that right, which substantially impacted the outcome of the trial.

It is well established that Washington and federal courts will admit evidence of retaliatory or discriminatory acts by employers, even if the acts were directed at others. *Diaz v. American Tel. & Tel.,* 752 F.2d 1356, 1363 (9th Cir. 1985). First, the evidence of a pattern of the decision-

makers' past discrimination may prove unlawful intent. See, e.g., *Demelash v. Ross Stores, Inc.*, 105 Wash. App. 508, 526, 20 P.3d 447, 457 (2001), *review denied* 145 W.2d 1004; *Heyne v. Caruso*, 69 F.3d 1475, 1480 (9th Cir. 1995). *Estes v. Dick Smith Ford, Inc.*, 856 F.2d 1097 (8th Cir.1988). The *Heyne* Court held, "It is clear that an employer's conduct tending to demonstrate hostility towards a certain group is both relevant and admissible where the employer's general hostility towards that group is the true reason behind firing an employee who is a member of that group." *Heyne* at 1479.

The Washington Supreme Court has unequivocally ruled that such testimony is admissible. "In the context of wrongful discharge in violation of public policy, evidence of an employer's motive or intent to retaliate is relevant to assertions that the employee's actions caused the discharge (the "causation" element) and that the employer does not have a legitimate justification for the discharge (the "absence of justification" element)." *Brundridge v. Fluor Fed. Servs., Inc.*, 164 Wash. 2d 432, 445–46, 191

P.3d 879, 888 (2008). Therefore, the *Brundridge* Court held, "…evidence of prior bad acts may be admissible for … proof of motive, intent, plan, knowledge, etc." *id.* at 444

The U.S. Supreme Court also agrees: "In employment discrimination suits, in which the inner mental motivations behind allegedly discriminatory acts are near impossible to prove, *'pattern and practice'* evidence is both discoverable and admissible to prove discriminatory intent." *Lauer v. Longevity Medical Clinic, PLLC*, 2014 WL 5471983 at 4 (Oct. 29, 2014); *see also, U.S. Postal Serv. Bd. Of Govs. V. Aikens,* 460 U.S. 711, 715-17 (1983) (recognizing that "there will seldom be 'eyewitness' testimony as to the employer's mental process," the Supreme Court held that evidence of the employer's discriminatory attitude in general is relevant and admissible.); *Hill v. BCTI Income Fund-I,* 144 Wash.2d 172, 179-80 (2000).

Second, Allread's comparator testimony was also admissible to prove the City's proffered reason for its

termination of Allread was pretextual. Proof of pretext for a disciplinary or termination decision is often sufficient to prove discrimination. *See*: *St. Mary's Honor Center v. Hicks,* 509 U.S. 502, 512 (1993). *See also*: *Mikkelsen v. Pub. Util. Dist. No. 1 of Kittitas Cnty.*, 189 Wash. 2d 516, 527, 404 P.3d 464, 471 (2017).

Here, Petitioner sought to admit testimony of Eidman, Mejia, and Tosta to show the City's motive in terminating Allread was unlawful interference with and/or retaliation for Allread's family disability-related leave of absence from work by demonstrating the City generally, and Wilson and Schrock specifically, had a pattern of retaliating. CP 263-279, 453-462, RP 710-11, 715:11-24, 716; RP 780-782, 148. This testimony was admissible evidence to show the City's intent and the City's proffered reason was pretextual.

. Evidence that Burien swiftly terminated two other employees who took disability/medical leaves of absence from work and who alleged those actions were unlawful,

is powerfully in favor of Allread's claim that Burien and Wilson's justification for her termination was illegitimate.

To the extent that the Court of Appeals noted *Brundridge* did not find the admission of evidence in that particular case proper, that is only partially correct. *Brundridge* held that certain comparator evidence was properly admitted, and others was not. However, *Brundridge's* central holding is unchanged regardless of the application of the holding to that fact pattern.

Allread was not permitted to present any evidence to support the pattern evidence she sought to introduce via her comparators, the trial court's error, therefore, prejudiced Allread, and was *not* harmless. The excluded comparator evidence was critical circumstantial evidence to demonstrate why Burien separated Allread, and only Allread, from employment one month after announcing no layoffs would occur during 2020. The only thing that changed was Allread announced her need for medical-related leave. The same happened to Mejia later that calendar year, with the same result. And Tosta received

retaliation after her support of Allread and opposition to discrimination.

The Court should only have considered, "whether the probative value of the evidence outweighed its potential for prejudice." *Brundridge*; *citing State v. Halstien,* 122 Wash.2d 109, 127, 857 P.2d 270 (1993); *State v. Tharp,* 96 Wash.2d 591, 599, 637 P.2d 961 (1981). Probative evidence includes, though is not limited to, evidence that employees whose testimony was in question "…made the same type of complaint, to the same chain of command, at the same time as the plaintiffs' complaint." *Atwood v. Mission Support All., LLC*, 13 Wash. App. 2d 1126 (2020); *citing Brundridge*. The *Atwood* Court characterized the import of the testimony as "'highly probative' that Fluor's retaliatory conduct was intentional." *Id*.

The Court of Appeals also erred in holding only comparators who used the same leave type as Allread hold probative testimony and therefore that Eidman's and Mejia's testimony was of "minimal probative value." The

Court of Appeals based its decision on Eidmann's specific legal claims. However, the type of claim alleged is irrelevant; it is the facts and circumstances to which Eidmann would have testified that is relevant.

In the same pattern as Allread, Eidmann took a medical leave of absence, specifically for a disability, and experienced discrimination and retaliation in response. Whether Eidmann chose to use FMLA leave, ADA accommodations, or even vacation leave to cover that leave is irrelevant. It was leave for a similar purpose, and she experienced the City's same pattern of retaliation. Similarly, Allread did not need to prove Burien violated the PFMLA as to her comparators; the inquiry should look at the factual experiences of the comparators, not which legal claims might be supported by each individual's circumstances. Eidmann and Mejia are comparators because they both took disability or medical-related leaves of absence from work and were discriminated against and retaliatorily terminated by Wilson 30-days after taking their leave. The form of leave – short term disability, PTO,

PFMLA, etc. – is not relevant to showing the pattern, and should not be part of the comparator analysis.

The Court wholly failed to address Tosta's comparator testimony.

The comparator evidence Allread sought to admit was highly probative.

There is no evidence in the record that such evidence is unfairly prejudicial to the City. The Court's claim to the contrary rests on a full denial of this Court's holdings that comparator evidence, without more, is more probative than prejudicial.

The Court of Appeals' interpretation would eliminate proper comparator evidence based on employees' lawful choice of leave, and/or whether they chose to file legal claims, and/or whether they chose to file the same types of claims as the plaintiff at issue. None of those factors is relevant or makes the testimony at all less probative. Allread took a family medical-related absence from work that was protected by the PFMLA, and Burien's pattern of discrimination and retaliation – as

established by similar conduct toward Eidmann and Mejia – resulted in a violation of Allread's rights under the PFMLA, and an unlawful termination as it applied to her situation.

Similarly, the Court of Appeals affirmed the trial court's decision to exclude Mejia's and Eidmann's testimony because did not take leave to care for family, while Allread's leave was to care for a family member's disability. The Court of Appeals again impermissibly narrows the scope of the protection.

No court has required comparators have the same minutiae, such as the same disability or the same person dealing with the disability. It is enough that all three, Allread, Mejia, and Eidmann, needed to use leave (of any kind) to address disabilities (of any kind and for any covered person). They were all members of the *same* protected class: persons who took legally-protected absences from work to address disabilities.

The trial court abused its discretion by holding inadmissible this extremely probative evidence of the

City's, Wilson's, and Schrock's pattern, and the Court of Appeals compounded the trial court's error by issuing a manifestly unreasonable Order based on untenable grounds or reasons – and did not address the Tosta comparator evidence at all.[1]

D. This Court Should Accept Review of the Court of Appeals Decision to Clarify That An Unlawful Clause Threatening to Contest Unemployment Benefits Constitutes Retaliation Per Se.

Washington anti-retaliation laws are liberally construed to give maximum effect and protection to the rights of employees. There is an enormous imbalance of power between employers and employees. *Rickman v. Premera Blue Cross*, 184 Wn.2d 300, 309, 358 P.3d 1153 (2015). When an employer threatens to contest an application for unemployment compensation if the individual claims that their termination was the result of discrimination, harassment, retaliation, or unlawful

[1] Tosta's excluded testimony would have shown the City's and Wilson's pattern of retaliation and violation of RCW 50A.40.010 based on conduct by the City and Wilson directed at Tosta because of her support of and communication with the Petitioner, Allread, during the immediate aftermath of Allread's termination.

conduct, the only reasonable interpretation of that clause is as a threat intended to silence complaints of unlawful employment practices. Washington law does not allow such bully tactics by employers because forcing someone to choose between their statutory right to make a good-faith allegation of unlawful employment practices, or remaining silent and not jeopardizing their only potential source of income in the foreseeable future, severely chills and dissuades the enforcement of employee rights.

1. The City's Threat Was to Contest Allread's Statutory Benefits, Not Merely Defend Itself.

The Court of Appeals adopts the City's factually and legally incorrect argument that, "the City reserve[d] the right to defend itself against such allegations." *Order* at 24. The Court of Appeals, simply, is wrong. *Supra*.

The threat is especially egregious given the City's version of events—that this was a layoff for financial reasons—Allread was unequivocally entitled to such benefits. *Id*. At 1042:1-7. The reason for the layoff is wholly irrelevant to the Employment Security Department

("ESD") in its determination of qualification for benefits. WAC 192-150-100. That agency only determines if the job separation was a layoff, quit with or without good cause, or discharge with or without misconduct. RCW 50.20.050; RCW 50.20.060. Given that the City characterizes the separation as a layoff, no further inquiry was necessary by the ESD as to the reason Allread was selected for the layoff. Burien had no need to "defend itself," as the Court of Appeals alleges, because it admitted it had no basis to contest Allread's benefits.

Moreover, on its face, the City did not threaten to "defend itself," (e.g. by responding to the standard ESD questionnaire and selecting layoff for budgetary reasons); the City threatened to "**contest**" Allread's benefits.

Contesting an application for unemployment benefits means after benefits are granted to the Claimant, the Employer files an appeal and forces the Claimant to appear at a hearing before an Administrative Law Judge at the Office of Administrative Hearings. RCW 50.32.040.

2. The City's Threat Has Since Been Deemed Retaliation As A Matter Of Law.

As of June 9, 2022, the Washington State Legislature codified that terms like Burien's are unlawful retaliation as a matter of law. RCW 49.44.211(1). The statute continues: "(4) It is a violation of this section for an employer to **request** or require that an employee enter into any agreement or provision that is prohibited by this section." *Id*.; *emphasis added*. Importantly, the statute is entitled, in part, "Retaliation by employer prohibited". Id. In other words, the Legislature expressly defines Burien's Severance Agreement clause as **retaliation** specifically.

The fact that Allread could not avail herself of a claim directly under the statute for timing reasons does not change the fact that the Legislature has definitively stated through the statute, its findings, and its notes, that clauses such as Burien's are retaliatory.

3. The City's Threat Constituted Retaliation Prior to the Enactment of the Silenced No More Act Under Then-Existing Case Law.

It is of no import that the Silenced No More Act was not available to Allread as a claim at the time she experienced retaliation. That statute only clarified existing

case law and consolidated it into accessible remedies. The existing case law at the time of the severance agreement proposal sufficiently rendered it retaliatory.

Threatening a departing employee's only means of financial support immediately following job separation is reasonably likely to dissuade a reasonable employee from engaging in protected activity.[2] The severance agreement clearly and undeniably threatened adverse action – contesting Allread's unemployment benefits – if Allread exercised any of her rights under Washington's employment or anti-discrimination statutes.

PFMLA retaliation prohibits discrimination by employers between persons who allege discrimination and those who do not. Such discrimination is foreclosed under RCW 49.44.211(3) and (4), which prohibits the City from treating Allread differently because she alleges

[2] The U.S. Supreme Court holds, "[a] benefit that is part and parcel of the employment relationship may not be doled out in a discriminatory fashion, …." *Hishon v. King & Spalding*, 467 U.S. 69, 75, 81 L. Ed. 2d 59, 104 S. Ct. 2229 (1984). Therefore, employers may not dole out contesting unemployment benefits in a discriminatory fashion.

discrimination (the City cannot "contest" just those unemployment applications that allege discrimination without also contesting other unemployment applications, or use discrimination allegations as a factor in deciding which applications to "contest").

Third, the clause meets the PFMLA retaliation definition:[3] "It is unlawful for any person to discharge or in any other manner discriminate against any employee because the employee has: … (b) Given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this title; or (c) testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this title." RCW 50A.40.010(2).[4]

At the time the City presented and read the separation agreement to Allread, Allread was an employee

[3] See also: interference, RCW 50A.40.010(1).

[4] The Court must look to the PFMLA rights and obligations, as well as the rights available to Petitioner under the former WFLA and under the FMLA. RCW 50A.05.125. *See also*: Note 2 to RCW 50A.05.125; *Espindola v. Apple King*, 430 P.3d 663, 670 (Wash. Ct. App. 2018).

of the City. The City's clause 4 discriminates against Allread by contesting her unemployment benefits because she was about to give information in connection with her unemployment proceeding, and/or testify in an unemployment hearing, about her belief that she was retaliated against and ultimately targeted for job separation because of her request for and use of PFMLA leave. Restated, the City's separation agreement constitutes a documented threat to discriminate against Allread as she was about to give testimony in her unemployment proceedings.

Accordingly, as a matter of law, the City's clause 4 is a facial or a *per se* violation of the PFMLA.

4. The City's Threat Also Violates FMLA/WFLA's Antiretaliation Clause, As Incorporated into the PFMLA.

Alternatively or cumulatively, the trial court's order denying Allread's motion for a directed verdict violates FMLA/WFLA's antiretaliation clause, which prohibits discrimination.

Second, the same clause also violates the FMLA prohibition on interference. The formal example of unlawful retaliatory interference as an employer who gives an employee on leave without pay full fringe benefits, but denies the fringe benefits to an employee exercising her FMLA rights by using leave. This is exactly analogous to the City's severance agreement, giving Allread uncontested unemployment benefits if she does not exercise her FMLA rights, but contesting her benefits if she does exercise her FMLA rights.

Third, clause 4 also constitutes a written admission that oppositional activity is a negative factor in the employment action of deciding whether to contest Allread's unemployment benefits application.

5. The Court of Appeals Order Misconstrues The Issue.

The Court of Appeals asserts that Allread "presents no evidence that the City presented her with the separation agreement because she asserted, or was about to assert, her rights pursuant to the PFMLA." *Order* at 24. That is not

the proper consideration. The City obviously presented Allread with the *severance agreement* because the City was separating Allread from employment. The question is why the severance agreement *also and separately* included the Clause 4. Clause 4 was not a breach remedy; it was a threat. The City testified that it knew Allread would apply for unemployment benefits. The City further testified that it knew Allread was entitled to unemployment benefits. Moreover, Wilson testified that he was aware the provision was "threatening," RP at 410:25-411:3, precluding Defendant's after-the-fact arguments.

E. This Court Should Accept Review of the Court of Appeals Decision to Clarify That There Is No Executive Session Privilege That Shields Public Agencies from Discovery or Testimony at Trial.

There is no recognized Executive Session evidentiary privilege and no blanket protection as to all matters discussed within an executive session. *Appendix C*. Instead, RCW 42.30.110 enumerates 16 specific topics of discussion from public disclosure, worded and interpreted very narrowly. *Columbia Riverkeeper v. Port of Vancouver USA*, 188 Wn.2d 421 (2017) (while

discussion of "minimum price" of leasing port property fell within exceptions listed in RCW 42.30.110, general discussion of factors comprising that value and contextual factors were required to be open to public, even if related to pricing). One of the enumerated reasons is a subset of discussions about active litigation in which "public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency." RCW 42.30.110.

However, executive session designation does not protect evidence or information from production in litigation or admissibility at trial, or even address the concept. Situated in the Open Public Meetings Act, "executive session" means only that the public need not be invited to the actual meeting. RCW 42.30. There is no reference to, or privilege from, litigation in the OPMA.

Here, the evidence at issue was conversations between Ms. Tosta and Wilson or unprivileged communications between Mr. Newsom and Ms. Tosta. Specifically, Ms. Tosta would have testified to the City's

treatment of her when the City and Wilson learned of Tosta's support of Allread, Mejia, and Eidmann. The circumstances of these conversations do not meet any of the 16 circumstances listed in RCW 42.30.110.

The City objected to the admission of this potential evidence from Councilmember Tosta based entirely on speculation and conjecture, because the City prevented all witnesses from disclosing the testimony in written or oral discovery.[5] Contrary to the Court of Appeals' assertion that the trial court requested an offer of proof and Petitioner refused to provide one, Allread's counsel made an offer of proof on the record to the best of their ability given the City's insistent reliance on a nonexistent privilege. RP 580. Counsel even requested to *voir dire* the witness. RP 568. The trial court refused to allow Petitioner to do so.

The Court of Appeals again adopts the City's arguments wholesale, which amount to attempts to pass its

[5] The City did not take depositions from any councilmembers, or, in fact, anyone other than Allread. RP 697.

burdens to Allread by insisting Allread did not make a complete offer of proof. But this argument, in these circumstances, must also fail because no such offer of proof is possible or required in this situation. *Heyne v. Caruso*, 69 F.3d 1475, 1481 (9th Cir. 1995).

The only applicable privilege in executive session regarding ongoing litigation could be attorney-client privilege and work product, governed under the Civil Rules of Procedure. Here, the City also failed to attach any privilege to Tosta's proffered evidence.

All the City could show was that its in-house counsel was present,[6] but the City placed no evidence in the record to support its contention that any conversations during executive session were subject to attorney-client, or any other actual legal privilege.[7]

---

[6] The presence of an attorney, without more, does not establish the existence of a privilege. The privilege "must be strictly limited to the purpose for which it exists." *Dike v. Dike*, 75 Wn.2d 1, 11 (1968). The burden of proving a privilege falls on the party asserting the privilege. *Doehne v. EmpRes Healthcare Mgmt., LLC*, 190 Wn. App. 274, 281 (2015).

[7] The presence of an attorney is a necessary but not sufficient condition for subsection (1)(i) to apply.

Allread was irreparably prejudiced because she was unable to provide testimony of Wilson's pattern of unlawful discrimination and retaliation in violation of the PFMLA.

Even if the statements could be privileged in their nature, the *City* must prove that the statements were actually privileged. *Soter v. Cowles Pub. Co.*, 162 Wash. 2d 716, 745, 174 P.3d 60, 76 (2007). The City failed to meet its burden, and cannot do so, because it never allowed the statements to be presented or considered.

At minimum, the trial court erred in denying Petitioner access to Tosta's testimony in discovery and again in camera and erred in not requiring the proper process of reviewing each statement to determine whether each statement was subject to any privilege.

VI. CONCLUSION

This Court should accept review for the reasons indicated in Part V, and because the jury's defense verdict is without justification under the law or the facts once these claims are properly adjudicated, and reverse the

Court of Appeals' decision to deny Allread's Motion for a Directed Verdict and a New Trial. This Court should then award costs and fees to Allread.

DATED this 15th day of February, 2024.

LAUREN H. BERKOWITZ, ATTORNEY AT LAW, PLLC

I certify that this document contains 4,999 words, in compliance with RAP 18.17.

LAUREN H. BERKOWITZ

By: s/ Lauren H. Berkowitz

Lauren H. Berkowitz, WSBA No. 49620
Lauren H. Berkowitz, Attorney at Law, PLLC
2343 44th Avenue SW
Seattle, WA 98116
Telephone: (206) 734-7054
Email: Lauren@WorkJusticeLaw.com
Attorney for Petitioner

JORDAN A. TAREN

By: s/ Jordan A. Taren

Jordan A. Taren, WSBA No. 50066
Shishido Taren Goldsworthy PLLC
705 Second Avenue
Suite 1500
Seattle, WA 98104-1796
Telephone: (206) 622-1604
Attorney for Petitioner

DECLARATION OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on the date listed below I caused to be served a copy of the attached document to the following attorneys for Defendant and Co-Counsel in the manner indicated below:

1. Jayne L. Freeman, WSBA No. 24318
   Sean Mullen Dwyer, WSBA No. 57281
   801 Second Avenue, Suite 1210
   Seattle, WA 98104
   Telephone: (206) 623-8861
   via e-service

2. Jordan A. Taren, WSBA No. 50066
   Shishido Taren Goldsworthy PLLC
   705 Second Avenue
   Suite 1500
   Seattle, WA 98104-1796
   Telephone: (206) 622-1604
   Attorney for Petitioner
   Via e-service

DATED this 13th day of February, 2024, at Seattle, Washington.

s/Lauren H. Berkowitz_____
LAUREN H. BERKOWITZ
WSBA No. 49620

APPENDIX TABLE OF CONTENTS

FILED
1/16/2024
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

CAROL ALLREAD, an individual, Appellant, v. CITY OF BURIEN, a Washington City, Respondent, MARY EIDMANN, Plaintiff.	DIVISION ONE No. 84783-0-I UNPUBLISHED OPINION

DWYER, J. — Following the termination of her employment with the City of Burien (the City), Carol Allread filed a complaint for damages against the City alleging interference and retaliation in violation of Washington's Paid Family and Medical Leave Act (PFMLA)[1] and wrongful discharge in violation of public policy. A jury returned a verdict in favor of the City on each of Allread's claims. Allread thereafter filed a motion for a new trial, which the trial court denied.

Allread now appeals from the trial court's order denying her motion for a new trial. Allread seeks our review of several discretionary trial court rulings and challenges the trial court's denial of her motion for a directed verdict on her claim

[1] Title 50A RCW.

APPENDIX A

of PFMLA retaliation. She also contends that the trial court erroneously denied her motion for a new trial. Finding no error in the challenged rulings, we affirm.

I

Carol Allread worked for the City of Burien as executive assistant to the city manager for over eight years. Allread used occasional family leave throughout her employment with the City in order to attend medical and therapy appointments for her young adult son. She worked for multiple city managers during her tenure, the last of whom was Brian Wilson. On July 24, 2020, Wilson presented Allread with a proposed separation agreement and informed Allread that her employment with the City was being terminated.

In May 2022, Allread filed an amended complaint for damages against the City, alleging that her employment was unlawfully terminated due to her use of protected family leave. The complaint alleged that, in the two years preceding the termination, Wilson had reacted angrily and dismissively in response to Allread's requests to utilize PFMLA leave. The complaint further alleged that, on June 24, 2020, Allread informed Wilson that an incident had occurred that would require her to use additional family leave. One month later, on July 24, 2020, Allread's employment with the City was terminated.

Based on these events, Allread alleged that the City had violated the PFMLA "when it retaliated against [her] for taking leave, and, when on notice of [her] intent to take additional protected leave," it "interfered with her rights by firing her and considering her leave as a negative factor in the decision, and threatening her with retaliation if she made a civil rights complaint." In addition to

asserting that the City had violated the PFMLA, Allread alleged that the termination of her employment constituted wrongful discharge in violation of public policy.

In response to Allread's complaint, the City acknowledged that Allread had been granted leave to care for her son. The City denied, however, that Allread had faced retaliation or that her employment had been terminated due to her request for, or her utilization of, such leave. The City acknowledged that it had met with Allread on July 24, 2020. However, it characterized Allread's "separation from the City [as] a no-cause layoff related to the COVID-19 pandemic."

Both the pretrial and trial periods were characterized by numerous motions in limine and extensive briefing regarding the admissibility of particular witness testimony. In one such motion, the City sought to exclude the testimony of former City employee Mary Eidmann. Eidmann had been named as co-plaintiff, along with Allread, in the initial complaint filed in this matter, although she had therein asserted different claims. While Allread asserted that the City had violated the PFMLA due to her use of family leave to care for her son, Eidmann alleged that the City had violated the Washington Law Against Discrimination[2] by failing to accommodate her disability and retaliating against her for requesting related accommodations. Like Allread, Eidmann had additionally asserted that the City had violated the PFMLA; however, Eidmann alleged that the City denied leave requests related to her own medical needs, not

[2] Ch. 49.60 RCW.

to those of a family member. Eidmann had additionally asserted, in the initial complaint, that she was constructively discharged her due to her disability.

Upon motion by the City, the trial court had severed Allread's and Eidmann's actions. In so ruling, the court had reasoned that,

> [a]side from the commonality of employer and nature of complaint, the claims by these two Plaintiffs have little overlap. Ms. Allread's claims revolve around whether the decision to eliminate the position Ms. Allread fulfilled arose from discrimination and retaliation or the need by the City of Burien to address emergent budget crises related to the COVID-19 pandemic. Ms. Eidmann's claims revolve around the scope of her disability and whether reasonable accommodations were responsively provided by the City of Burien. The focus of each of these two claims, once one drills down past the general commonalities, is quite different.

Thus, the court had ruled that

> [a]llowing Ms. Eidmann and Ms. Allread to present their claims before the same fact finder will likely send the message that the City of Burien, by dint of facing discrimination claims by not one but two Plaintiffs, must have committed wrongdoing. The risk of that potential prejudice outweighs the benefit of efficiency in this particular case.

Subsequent to the severance of Allread's and Eidmann's actions, the court, in this matter, granted the City's motion in limine to exclude Eidmann's testimony at trial. Allread thereafter requested "clarification" of the court's order, explaining that she was seeking to introduce testimony from Eidmann regarding "the treatment that she experienced during her employment," including that "she felt discriminated against because of a need for family medical leave." Consistent with the prior severance ruling, the trial court excluded the proffered testimony. The court reasoned that Eidmann's experiences were "[s]eparate" from and "unrelated" to those of Allread. The court concluded that, given the

APPENDIX A

limited relevance of the expected testimony, admitting the proffered evidence would unfairly prejudice the City by encouraging the jury to make an improper inference regarding the City's conduct.

The City additionally sought to exclude the testimony of Nancy Tosta, a former City councilmember. During trial, Allread sought to introduce testimony by Tosta regarding an executive session meeting in which she had participated as a councilmember. Allread additionally asserted that Tosta should be permitted to testify regarding Wilson's "professionalism" because, she averred, the "door ha[d] been opened" to such evidence by prior witness testimony. The parties extensively briefed and argued whether the proffered testimony was inadmissible pursuant to attorney-client or executive session privileges.

However, the trial court ultimately determined that, notwithstanding the applicability of such privileges, the record was inadequate to permit Tosta to testify regarding the "two very specific areas of examination" sought by Allread. The court explained that, based on Allread's offer of proof, the court "[didn't] even know what [Tosta was] going to say." The proffered testimony, the trial court explained, was "literally undisclosed." Accordingly, permitting such testimony would be akin to "conducting discovery in the middle of a trial," which, the court determined, would not be "appropriate." The trial court additionally rejected Allread's assertion that the "door ha[d] been opened" to testimony regarding Wilson's professionalism. However, the court ruled that it was not excluding all testimony by Tosta. Indeed, Tosta testified at trial regarding City budgetary issues.

APPENDIX A

Although the trial court excluded the testimony of former City employee Eidmann, another former City employee, Patricia Mejia, was permitted to testify at trial. Mejia, who was employed by the Parks and Recreation Department, testified that she was laid off at the end of 2020 when her position with the City was eliminated. During Mejia's testimony, the City objected to questions concerning Mejia's beliefs about the cause of the termination of her employment. Consistent with its ruling excluding Eidmann's testimony, the trial court sustained these objections, similarly disallowing such testimony by Mejia.

During trial, Allread moved for a "finding of spoliation" by the trial court. She asserted that such a finding was warranted based on Wilson's testimony that he had, at times, taken handwritten notes related to City matters and that he had destroyed some such notes subsequent to Allread's assertion of claims against the City. Based on Wilson's testimony, Allread sought an adverse jury instruction regarding the contents of the notes purportedly destroyed by Wilson. The trial court denied Allread's motion, concluding that there was no basis to present the jury with such an instruction.

Following six days of testimony, Allread moved for a directed verdict as to her PFMLA retaliation claim. She asserted that a provision in the proposed separation agreement presented to her by the City constituted per se retaliation because, she averred, it "threatened to contest [her] application for unemployment benefits if she alleged that her termination was the result of discrimination, harassment, retaliation, or unlawful conduct." The trial court denied Allread's motion.

APPENDIX A

The jury was thereafter instructed on each of Allread's three claims against the City: a claim of PFMLA interference, a claim of PFMLA retaliation, and a claim of wrongful termination in violation of public policy. The jury returned a verdict in favor of the City on each claim. Allread thereafter filed a motion for a new trial, which the trial court denied.

Allread appeals.

II

Allread challenges multiple evidentiary rulings of the trial court, asserting that the court abused its discretion by excluding certain testimony. Specifically, she contends that the trial court erred by excluding the testimony of Mary Eidmann and limiting the scope of the testimony of Patricia Mejia, both former City employees. Allread additionally asserts that the trial court abused its discretion by excluding some testimony of former City councilmember Nancy Tosta.

We disagree. Our review of these rulings is limited to determining whether the trial court abused the broad discretion afforded to it in making such rulings. Here, we conclude that the court did not. Recognizing the material differences between Allread's claims and the anticipated testimony of Eidmann and Mejia, the trial court determined that the potential for unfair prejudice toward the City outweighed the probative value of that testimony. The court additionally determined that Allread had failed to provide a sufficiently specific offer of proof for the proffered testimony of Tosta. Our review of the record indicates that the court acted well within its discretion in making these rulings.

APPENDIX A

"Admission of evidence lies within a trial court's discretion." Burnside v. Simpson Paper Co., 123 Wn.2d 93, 107, 864 P.2d 937 (1994). Accordingly, we review evidentiary decisions of the trial court for an abuse of discretion. Farah v. Hertz Transporting, Inc., 196 Wn. App. 171, 181, 383 P.3d 552 (2016). The abuse of discretion standard "recognizes that deference is owed to the judicial actor who is 'better positioned than another to decide the issue in question.'" Wash. State Physicians Ins. Exch. & Ass'n v. Fisons Corp., 122 Wn.2d 299, 339, 858 P.2d 1054 (1993) (quoting Cooter & Gell v. Hartmarx Corp., 496 U.S. 384, 403, 110 S. Ct. 2447, 110 L. Ed. 2d 359 (1990)).

"A trial court abuses its discretion when its decision 'is manifestly unreasonable or based upon untenable grounds or reasons.'" Salas v. Hi-Tech Erectors, 168 Wn.2d 664, 668-69, 230 P.3d 583 (2010) (quoting State v. Stenson, 132 Wn.2d 668, 701, 940 P.2d 1239 (1997)). "'A trial court's decision is manifestly unreasonable if it adopts a view that no reasonable person would take.'" Hi-Tech Erectors, 168 Wn.2d at 669 (internal quotation marks omitted) (quoting In re Pers. Restraint of Duncan, 167 Wn.2d 398, 402-03, 219 P.3d 666 (2009)). "'A decision is based on untenable grounds or for untenable reasons if the trial court applies the wrong legal standard or relies on unsupported facts.'" Hi-Tech Erectors, 168 Wn.2d at 669 (quoting Duncan, 167 Wn.2d at 402-03).

A

Allread first asserts that the trial court abused its discretion by excluding Eidmann's proffered testimony and limiting the scope of Mejia's testimony. This is not so. The trial court ruled, consistent with the prior severance ruling, that the

APPENDIX A

danger of unfair prejudice to the City outweighed the probative value of Eidmann's proffered testimony. On this same basis, the court limited the scope of Mejia's testimony. In so ruling, the trial court acted within its broad discretion to make such evidentiary rulings.

"Although relevant, evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence." ER 403. Evidence is "probative" when it tends to prove or disprove some fact at issue in the case. Bengtsson v. Sunnyworld Int'l, Inc., 14 Wn. App. 2d 91, 105, 469 P.3d 339 (2020). "In determining whether evidence should be excluded under ER 403, trial courts are afforded broad discretion 'in balancing the prejudicial impact of evidence against its probative value.'" Bengtsson, 14 Wn. App. 2d at 107-08 (quoting Kramer v. J.I. Case Mfg. Co., 62 Wn. App. 544, 559, 815 P.2d 798 (1991)).

Here, Allread asserts that the trial court erred in excluding evidence regarding the City's alleged treatment of Eidmann and Mejia. The former City employees were expected to testify regarding purported discrimination and retaliation by the City in response to their disabilities and use of medical leave. According to Allread, the proffered evidence was relevant to demonstrate the City's unlawful motivation in terminating her own employment. She contends that the trial court abused its discretion in concluding that the potential prejudice to the City outweighed the probative value of such evidence. We disagree.

APPENDIX A

"Trial judges have 'wide discretion in balancing the probative value of evidence against its potential prejudicial impact.'" Bengtsson, 14 Wn. App. 2d at 99 (quoting Cole v. Harveyland, LLC, 163 Wn. App. 199, 213, 258 P.3d 70 (2011)). Here, the trial court concluded that the potential of unfair prejudice to the City outweighed the probative value of the proffered evidence. Allread intended to elicit testimony from Eidmann that she "felt discriminated against" by the City due to her need for medical leave. However, as the trial court found, Eidmann's allegations were materially dissimilar from those of Allread. Unlike Allread, Eidmann alleged that the City had failed to make reasonable accommodations for her disability. Such a claim requires consideration of a plaintiff's ability to perform her job duties and the sufficiency of the accommodations provided—neither of which are pertinent to Allread's PFMLA claim. Mejia was similarly expected to testify that she believed she had been discriminated against by the City due to her disability. Thus, unlike Allread, neither Eidmann nor Mejia had utilized family leave to care for a family member. Furthermore, different supervisors were responsible for the pertinent layoff decisions.

In light of the dissimilarities between Allread's allegations and the proffered evidence, the trial court concluded that the admission of the testimony would be unfairly prejudicial to the City because it would encourage the jury to make an "improper inference" regarding the City's culpability. Significantly, this ruling is consistent with the court's prior ruling, entered by a different trial judge, severing Eidmann's and Allread's actions against the City. There, the court

APPENDIX A

determined that the claims had "little overlap" and were "quite different." In severing the actions, the court ruled that allowing Eidmann's claims and Allread's claims to be presented before the same fact finder would "send the message that [the City] . . . must have committed wrongdoing," thus resulting in unfair prejudice. In disallowing certain testimony of Eidmann and Mejia, the trial court similarly determined that the admission of such testimony—particularly in light of its minimal probative value—would result in unfair prejudice to the City. The court did not abuse its considerable discretion by so ruling.

Allread's assertions to the contrary are unavailing. Indeed, on appeal, Allread nowhere addresses the prejudicial nature of the proffered evidence, with the exception of a bald assertion that its probative value "outweighs any potential prejudice."[3] Allread's contention that the trial court failed to balance the probative value of the evidence with its prejudicial impact is similarly without merit. Contrary to this assertion, the trial court considered that Eidmann's allegations are "[s]eparate" from and "unrelated" to Allread's claims, thus rendering Eidmann's testimony of minimal probative value. On the same basis, the trial court sustained the City's objections to similar testimony elicited of Mejia. In light of the minimal probative value of the proffered evidence, the court determined that the admission of the testimony would be unfairly prejudicial to the City. Thus, contrary to Allread's assertion, the trial court balanced the probative value against the potential prejudicial impact of the evidence in excluding certain testimony by Eidmann and Mejia.

[3] Br. of Appellant at 29.

APPENDIX A

Moreover, in asserting that such testimony has been deemed universally admissible by our Supreme Court, Allread misconstrues the decisional authority on which she relies. See Brundridge v. Fluor Fed. Servs., Inc., 164 Wn.2d 432, 191 P.3d 879 (2008). In Brundridge, our Supreme Court addressed whether the trial court had abused its discretion by admitting testimony regarding the prior bad acts of an employer pursuant to ER 404(b). The court therein explained that "[i]n the context of wrongful discharge in violation of public policy, evidence of an employer's motive or intent to retaliate is relevant to assertions that . . . the employer does not have a legitimate justification for the discharge." Brundridge, 164 Wn.2d at 445-46. However, the court nowhere held that such evidence, simply because it is relevant, is necessarily admissible. Indeed, the court ultimately concluded that the evidence proffered therein "had minimal probative value" and "had the potential to prejudice the jury by leading them to believe that [the employer] was a 'bad company' in general." Brundridge, 164 Wn.2d at 447.[4] Thus, our Supreme Court's opinion in Brundridge is fully consistent with the trial court's exclusionary ruling here.

In excluding certain testimony by former City employees Eidmann and Mejia, the trial court determined that the minimal probative value of the proffered evidence was outweighed by its potential prejudicial impact. In so ruling, the court properly considered the dissimilarities between Allread's claims and the allegations of Eidmann and Mejia. Additionally, the court properly considered the

[4] There, the court concluded that, because the jury had "ample reason to question" the employer's safety record, any error in admitting the testimony was harmless. Brundridge, 164 Wn.2d at 447.

APPENDIX A

potential for unfair prejudice against the City, weighing that potential against the minimal probative value of the evidence. We do not find on this record that the trial court abused its considerable discretion in making these evidentiary rulings.

B

Allread next contends that the trial court abused its discretion by excluding certain testimony of former City councilmember Nancy Tosta. Specifically, Allread asserts that the court erroneously excluded purported "rebuttal" testimony concerning Wilson's character. She additionally contends that the trial court erred by disallowing testimony from Tosta regarding occurrences at executive session meetings of the City council. We disagree. The trial court did not abuse its discretion by ruling that a sole mention of Wilson's "professionalism" had not rendered admissible general character evidence concerning Wilson. In addition, the court properly excluded testimony regarding executive session meetings for which Allread had not provided a specific offer of proof. In making these rulings, the court did not err.

The trial court's rulings were preceded by extensive briefing and argument by the parties, the substance of which is necessary to understand the court's decisions. As relevant to Tosta's testimony, the City sought in a motion in limine to exclude both "reputation" opinion evidence and evidence regarding privileged communications and the opinions of elected officials, such as Tosta. The trial court granted the City's motion with regard to privileged communications but reserved for hearing the motion seeking to exclude opinion evidence from elected officials.

APPENDIX A

Following the hearing, the trial court explained that it would not exclude Tosta's testimony based on the record available at the time. The court requested from Allread "a more specific offer of proof," explaining: "I want to be able to understand and give meaningful guidance to you all about what [Tosta is] going to be able to say and what she's not going to be able to say. And I just need more information to do that." The court thus denied without prejudice the City's motion to exclude the testimony.

Four days into the presentation of testimony, Allread requested an order permitting testimony of Tosta to which, Allread averred, the City had "opened the door" through other witness testimony. Allread asserted that testimony by the City's human resources director, Cathy Schrock, had "directly placed Mr. Wilson's professionalism at issue." The testimony, which occurred during direct examination of Schrock by Allread's counsel, was as follows:

> Q. And you're aware that Ms. Allread testified that Mr. Wilson started the meeting by saying, "Carol this meeting isn't going to go well for you"?
> A. And I would disagree that that was said.
> Q. You disagree that she testified to that?
> A. I disagree that that's what Mr. Wilson said. I've – it's just not a professional response that I expect [of] Mr. Wilson and have witnessed for over 25 years.

Allread additionally sought to introduce Tosta's testimony regarding "actions by Mr. Wilson that occurred during Executive Session related to Ms. Allread and her case." The City, in response, sought an order excluding such testimony.

The trial court addressed the parties' competing motions at an October 18, 2022 hearing. Allread explained that Tosta would testify that "something

APPENDIX A

happened" in an executive session meeting of the City council that "occurred after the filing of the lawsuit" and in the presence of the city attorney. She further explained that Tosta would "testify that her interactions with Mr. Wilson were unprofessional" and that "he was disrespectful and offensive to her and others."

With regard to evidence concerning Wilson's "professionalism," the trial court ruled that Schrock's sole statement that she had witnessed a "professional response" from Wilson "for over 25 years" did not render general character evidence admissible. Schrock's testimony, the court ruled, was "more narrow and specific to the context of the questions that [Allread's counsel] was asking her." The trial court additionally ruled that Allread had not provided a sufficiently specific offer of proof regarding the executive session testimony. The court explained:

> Ultimately what I have here is a request to make a decision on what I believe is an inadequate record. . . . [I]t's really an inadequate record to be able to say that Ms. Tosta can come here and give certain testimony, because I don't even know what she's going to say.

The court noted that the proffered testimony was "to this point literally undisclosed." It explained:

> I'm not going to allow [Tosta] to come up and just be examined and all of us sit here for the first time with the jury and be conducting discovery in the middle of a trial and all of us, like, figuring out what she's going to say and then, you know, I just – I don't find that to be appropriate.

Thus, the court excluded testimony by Tosta regarding occurrences at the executive session meeting.

APPENDIX A

1

On appeal, Allread first asserts that the trial court abused its discretion by excluding evidence regarding Wilson's character. Allread avers that Schrock's testimony that she had observed a "professional response" by Wilson rendered such evidence admissible. We disagree. The court acted well within its discretion in determining that this sole statement by Schrock did not render admissible more general testimony regarding Wilson's character. Because the court's ruling is in accord with the pertinent evidentiary rules, we find no error.

Evidence Rule 404(a) provides that, subject to the exceptions listed therein, "[e]vidence of a person's character or a trait of character is not admissible for the purpose of proving action in conformity therewith on a particular occasion." The rule sets forth the circumstances in which character evidence of the accused or the victim of a crime is admissible in criminal matters. ER 404(a)(1), (2). In civil cases, however, "[t]he general rule under Rule 404(a)" is that character evidence is not admissible "as evidence that the person was likely to have acted in conformity with that character on a particular occasion." 5 KARL B. TEGLAND, WASHINGTON PRACTICE: EVIDENCE LAW AND PRACTICE § 404.3, at 478-79 (6th ed.2023). Rather, pursuant to the rule, "the circumstantial use of character evidence in a civil case is limited to impeachment under Rules 607, 608, and 609." 5 TEGLAND, supra, at 478. As relevant here, the rules provide that "[t]he credibility of a witness may be attacked or supported by evidence in the form of reputation," although such evidence "may refer only to character for truthfulness or untruthfulness," and "evidence of truthful character is admissible

APPENDIX A

only after the character of the witness for truthfulness has been attacked by reputation evidence or otherwise." ER 608(a).

Here, Allread sought to elicit testimony by Tosta that "her interactions with Mr. Wilson were unprofessional" and that "he was disrespectful and offensive to her and others." The trial court excluded such testimony, rejecting Allread's assertion that a sole mention of Wilson's "professional response" in other witness testimony rendered the proffered evidence admissible. On appeal, Allread asserts that the testimony is admissible pursuant to ER 404(a)(1), which provides that character evidence to demonstrate conformity therewith is admissible when "offered by an accused, or by the prosecution to rebut the same." However, this is not a criminal matter. Accordingly, ER 404(a)(1) is inapplicable. See 5 TEGLAND, supra, at 478-79.

Allread does not cite to the pertinent rule, ER 608(a), which provides an exception to ER 404(a)'s general rule of character evidence inadmissibility. However, in any event, the rule does not support Allread's claim of error. Pursuant to the rule, character evidence may be admitted to attack or support the credibility of a witness, although such evidence is limited to the witness's "character for truthfulness or untruthfulness." ER 608(a). Here, Allread did not seek, through the proffered testimony, to attack Wilson's credibility. Nor did the proffered evidence pertain to Wilson's "truthfulness or untruthfulness." ER 608(a). Rather, Allread sought to introduce evidence that Wilson was "unprofessional" and had been "disrespectful and offensive." Thus, the proffered testimony is not admissible pursuant to the pertinent evidentiary rule.

APPENDIX A

"A party seeking to admit evidence bears the burden of establishing a foundation for that evidence." State v. Land, 121 Wn.2d 494, 500, 851 P.2d 678 (1993). Here, Allread failed to do so. Accordingly, the trial court did not abuse its discretion by excluding the proffered character evidence.

2

Allread additionally asserts that the trial court erroneously excluded testimony by Tosta concerning occurrences at an executive session meeting of the City council. Again, we disagree.

Allread contends that the court abused its discretion by excluding the proffered testimony because, she avers, "there is no recognized Executive Session evidentiary privilege."[5] However, whether such a privilege is extant was not the basis for the trial court's exclusionary ruling. Rather, the court determined that the record was inadequate to permit Tosta's testimony, which was "literally undisclosed." The court—which had requested, but never received, "a more specific offer of proof"—explained that admitting the proffered testimony on the inadequate record provided would be akin to "conducting discovery in the middle of [the] trial" and in the presence of the jury.

As the party seeking to admit Tosta's testimony, Allread bore the burden of establishing a foundation for that evidence. Land, 121 Wn.2d at 500. Again, she failed to do so. The trial court's decision to exclude the "undisclosed" testimony was neither manifestly unreasonable nor based on untenable grounds or reasons. See Hi-Tech Erectors, 168 Wn.2d at 668-69. Accordingly, the trial

[5] Br. of Appellant at 65.

APPENDIX A

court did not abuse its discretion by so ruling.[6]

III

Allread additionally challenges the trial court's denial of her request for a spoliation instruction directing the jury to infer that purportedly destroyed evidence would have been unfavorable to the City. According to Allread, such an instruction was warranted due to Wilson's testimony that he had discarded some handwritten notes taken in his capacity as city manager. Again, we disagree. Allread demonstrated neither that the discarded notes were relevant to the termination of her employment nor that the City possessed culpability for the destruction of any evidence. Accordingly, the trial court properly determined that a spoliation instruction was not warranted.

"When a party intentionally withholds or destroys evidence, the trial court may issue a spoliation instruction for the jury to draw an inference that the missing evidence would be unfavorable to the party at fault." Henderson v. Thompson, 200 Wn.2d 417, 441, 518 P.3d 1011 (2022), cert. denied, 143 S. Ct. 2412 (2023). To determine whether a sanction is warranted, "[c]ourts consider the potential importance or relevance of the missing evidence and the culpability of the adverse party." Henderson, 200 Wn.2d at 441. No spoliation sanction is warranted when a party negligently fails to preserve evidence relevant to foreseeable litigation. Carroll v. Akebono Brake Corp., 22 Wn. App. 2d 845, 875,

[6] Although neither party cited to the pertinent local rules, we additionally note that the trial court's exclusion of this testimony is consistent with those rules. Specifically, King County Superior Court Rule 26(k)(3)(B) requires that each party provide a brief description of the relevant knowledge of each lay witness whom the party discloses as a witness for trial. With regard to testimony concerning the executive session meeting, Allread failed to do so here.

APPENDIX A

514 P.3d 720 (2022), review denied, 200 Wn. 2d 1023 (2023). The severity of the destruction of evidence determines the appropriate remedy. Henderson v. Tyrrell, 80 Wn. App. 592, 605, 910 P.2d 522 (1996). "We review a trial court's decisions regarding sanctions for discovery violations for abuse of discretion." Homeworks Constr., Inc. v. Wells, 133 Wn. App. 892, 898, 138 P.3d 654 (2006).

During pretrial proceedings, Allread requested a ruling that the City had intentionally destroyed relevant evidence and, thus, had engaged in spoliation. Allread asserted that Wilson's deposition testimony, in which he stated that he had destroyed personal notes taken around the time of the termination of her employment, warranted "an adverse inference [jury] instruction as to [the notes'] contents regarding Mr. Wilson's motives in retaliating against, interfering with, and terminating Ms. Allread." The trial court explained that it would not preclude the presentation of evidence regarding the destruction of Wilson's notes, but that it would not rule "in limine whether [it was] going to give a spoliation instruction."

Wilson thereafter testified at trial that, as city manager, he had at times made handwritten notes pertinent to his work and that he had "probably" made some notes regarding budgetary decisions. Wilson testified that he had destroyed some such notes subsequent to the filing of Allread's lawsuit against the City. However, he explained that he was aware of his obligation to preserve documents "[p]ertaining to Ms. Allread," and that he had not destroyed any notes that he had reason to believe would be relevant to her claims. Allread thereafter filed a renewed motion seeking a spoliation instruction. She asserted that, given Wilson's testimony, it was "reasonable" to believe that he would have taken notes

APPENDIX A

related to the termination of her employment.

The trial court denied Allread's motion. In so ruling, the court explained that it was solely "speculation" that Wilson's notes contained information relevant to the termination of Allread's employment. The court characterized Allread's motion as a request "to tell [the] jury to make a specific negative inference about a specific thing that was not actually testified to." Describing Wilson's testimony, the court explained:

> I heard you asking [Wilson] a very broad question about taking notes and would budget stuff have been in the notes. And I heard him be very straightforward about it, "Yep. There would have been budget stuff. Wasn't anything related to Allread." . . . [T]here wasn't any probing, any peeling back of the onion layers, any level of specificity with the questioning around what was in those notes.

Thus, the court ruled that Allread had provided no foundation on which a spoliation instruction could be properly presented to the jury.

We find no error in the trial court's ruling. In evaluating whether sanctionable spoliation had occurred, the court properly considered "the potential importance or relevance of the [purported] missing evidence." Henderson, 200 Wn.2d at 441. As the court found, the record is devoid of any indication that Wilson destroyed notes pertaining to the termination of Allread's employment. Indeed, Wilson testified that he had *not* destroyed any such notes. On this record, an instruction directing the jury to infer that Wilson's discarded notes contained information adverse to the City's position would be wholly inappropriate. Thus, the trial court did not err by denying Allread's request for such an instruction.

APPENDIX A

IV

Allread next asserts that the trial court erroneously denied her motion for a directed verdict as to her claim of PFMLA retaliation. According to Allread, the City's presentation of the separation agreement constituted retaliation for asserting her rights pursuant to the PMFLA. We disagree. Allread has not demonstrated that, as a matter of law, the challenged provision of the agreement constitutes a retaliatory action in response to the assertion of her rights. Thus, the trial court properly denied her motion for a directed verdict.

Judgment as a matter of law may be granted only if "a party has been fully heard with respect to an issue and there is no legally sufficient evidentiary basis for a reasonable jury to find or have found for that party with respect to that issue." CR 50(a). When ruling on such a motion, the court must consider the evidence in the light most favorable to the nonmoving party. Demelash v. Ross Stores, Inc., 105 Wn. App. 508, 528, 20 P.3d 447 (2001). We review de novo a ruling on a motion for a directed verdict. Demelash, 105 Wn. App. at 528.

Washington's PFMLA provides that

> [i]t is unlawful for any person to discharge or in any other manner discriminate against any employee because the employee has:
> (a) Filed any complaint, or has instituted or caused to be instituted any proceeding, under or related to this title;
> (b) Given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this title; or
> (c) Testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this title.

RCW 50A.40.010(2).

Here, Allread contends that she was entitled to judgment as a matter of

law on her PFMLA retaliation claim based on the separation agreement presented to her by the City on July 24, 2022. Pursuant to the proposed agreement, the City offered to Allread the equivalent of two months' salary. The agreement also included a release of claims against the City arising out of Allread's employment. In addition, as relevant to Allread's claim of error here, paragraph 4 of the agreement provided: "As further consideration, if Carol Allread applies for unemployment compensation benefits, Burien will not contest her application unless she claims that discrimination, harassment, retaliation, or other unlawful conduct was the reason for her lay off."

Allread asserts that this provision of the separation agreement constitutes retaliation in violation of the PFMLA.[7] According to Allread, the provision violates the act "by contesting her unemployment benefits because she was about to give information in connection with her unemployment proceeding, and/or testify in an unemployment hearing, about her belief that she was retaliated against and ultimately targeted for job separation because of her request for and use of PFMLA leave."[8] We disagree.

To be entitled to a directed verdict on her retaliation claim, Allread must demonstrate that the evidence established as a matter of law that she had "[g]iven, or [was] about to give, any information in connection with [an] inquiry or proceeding" relating to rights provided by the PFMLA or that she had "[t]estified, or [was] about to testify, in [an] inquiry or proceeding" related to such rights.

[7] Allread did not sign the separation agreement.
[8] Br. of Appellant at 37.

APPENDIX A

RCW 50A.40.010(2)(b), (c). These are factual matters, however, that are without support in the record. Indeed, Allread presented no evidence that the City presented her with the separation agreement because she asserted, or was about to assert, her rights pursuant to the PFMLA.

Moreover, the separation agreement does not state that the City *would* contest Allread's unemployment benefits; rather, it states that, as consideration for Allread signing and not revoking the agreement, the City *would not* contest such benefits. Only if Allread claimed "that discrimination, harassment, retaliation, or other unlawful conduct was the reason for her lay off" did the City reserve the right to defend itself against such allegations. This provision must be read in the context of the agreement as a whole. See Starr Indem. & Liab. Co. v. PC Collections, Inc., 25 Wn. App. 2d 382, 400, 523 P.3d 805, review denied, 1 Wn. 3d 1032 (2023) ("When interpreting a contract, we view the contract as a whole, interpreting particular language in the context of other contract provisions."). In other words, it must be read in the context of the subsequent paragraph of the agreement providing for a release of such claims against the City. When reading the separation agreement as a whole, as we must do, it is clear that paragraph 4 is not a retaliatory action in response to any assertion of rights pursuant to the PFMLA. Rather, the intent of the provision is to allow the City to defend itself against claims that, had Allread signed the proposed agreement, she would have agreed not to assert.

Allread has not established that, as a matter of law, paragraph 4 of the proposed separation agreement constitutes retaliation for asserting her rights

APPENDIX A

pursuant to the PFMLA. Accordingly, the trial court did not err by denying Allread's motion for a directed verdict on that claim.[9]

V

Allread further asserts that the trial court erred by denying her motion for a new trial. She contends that she is entitled to a new trial because, she avers, the jury verdict on her claim of PFMLA retaliation is contrary to law. We disagree. As discussed herein, the separation agreement provided to Allread by the City does not, as she contends, constitute per se retaliation in violation of the PFMLA. We decline to review Allread's additional contention, raised for the first time in her reply brief on appeal, that she is entitled to a new trial due to purported racial bias.

"As a general rule, the trial court's decision to grant or deny a motion for a new trial will not be disturbed on appeal absent a showing of a clear abuse of discretion." Cox v. Gen. Motors Corp., 64 Wn. App. 823, 826, 827 P.2d 1052 (1992). "To determine whether the trial court has abused its discretion in denying a motion for a new trial, we determine whether 'such a feeling of prejudice [has]

---

[9] Allread asserts for the first time in her reply brief on appeal that the separation agreement constitutes retaliation in violation of the PFMLA pursuant to RCW 49.44.211. The statute provides that

> [a] provision in an agreement by an employer and an employee not to disclose or discuss conduct, or the existence of a settlement involving conduct, that the employee reasonably believed under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy, is void and unenforceable.

RCW 49.44.211(1).

We do not review issues raised for the first time in a reply brief on appeal. See, e.g., Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992). Accordingly, we decline to address the merits of this assertion. We note, however, that the statute on which Allread relies was not enacted until June 2022, nearly two years after the City presented Allread with the separation agreement.

APPENDIX A

been engendered or located in the minds of the jury as to prevent a litigant from having a fair trial.'" Bengtsson, 14 Wn. App. 2d at 100 (alteration in original) (internal quotation marks omitted) (quoting Alum. Co. of Am. v. Aetna Cas. & Ins. Co., 140 Wn.2d 517, 537, 998 P.2d 856 (2000)). When the reason asserted for a new trial "was predicated upon an issue of law," we review the record "for error in application of the law rather than for abuse of discretion." Cox, 64 Wn. App. at 826.

Here, Allread asserts that the jury verdict on her claim of PFMLA retaliation is contrary to the law. She contends that each of the jury's verdicts must therefore be vacated because, she avers, "[t]he jury could not consider the validity of the other claims without proper guidance on this retaliation claim."[10] Allread's assertion is without merit. As discussed above, Allread was not entitled to judgment as a matter of law on her claim of PFMLA retaliation. Thus, contrary to her assertion, the jury was not compelled to find that the City had engaged in per se retaliation based on paragraph 4 of the proposed separation agreement. Accordingly, the trial court did not err by denying Allread's motion for a new trial.

Allread additionally asserts, for the first time in her reply brief on appeal, that she is entitled to a new trial based on purported racial bias that, she avers, resulted in an unfair trial. Allread contends that "the City's Response Brief raise[d] a new ground for a new trial" because the briefing misspelled the name of former City employee Patricia Mejia.[11] According to Allread, trial counsel for

[10] Br. of Appellant at 69.
[11] Reply Br. of Appellant at 32.

APPENDIX A

the City mispronounced Mejia's name throughout her testimony, which, Allread asserts, indicates implicit racial bias. She contends that the purported mispronunciation constitutes "[m]isconduct of [the] prevailing party" that entitles her to a new trial. See CR 59(a)(2). Allread's argument, however, is neither timely nor reviewable on the record before us.

"A reply brief is generally not the proper forum to address new issues because the respondent does not get an opportunity to address the newly raised issues." City of Spokane v. White, 102 Wn. App. 955, 963, 10 P.3d 1095 (2000). Accordingly, "[a]n issue raised and argued for the first time in a reply brief is too late to warrant consideration." Cowiche Canyon Conservancy v. Bosley, 118 Wn.2d 801, 809, 828 P.2d 549 (1992). Allread did not allege misconduct by the City or implicit racial bias in either the trial court or in her opening brief on appeal. Because these arguments were raised for the first time in Allread's reply brief, we decline to review them.

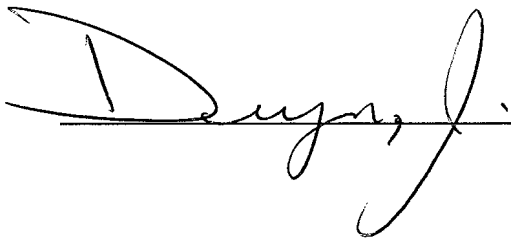
However, we note that, even had Allread's argument regarding racial bias been timely raised, she has failed to provide any record on which we could evaluate her assertion. The transcript of trial proceedings, not being an audio file, cannot demonstrate whether counsel for the City mispronounced Mejia's name at trial. Thus, we are left only with Allread's word to support her assertion. To provide us with the necessary record to review her argument, Allread was required to first raise this issue in the trial court. "[A]ppellate courts are not fact-finders." Dalton M, LLC v. N. Cascade Trustee Servs., Inc., No. 101149-1, slip op. at 21 (Wash. Aug. 31, 2023),

APPENDIX A

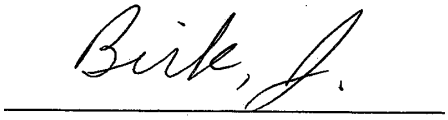
https://www.courts.wa.gov/opinions/pdf/1011491.pdf. As our Supreme Court has recognized, "[i]njection of a brand-new issue that is akin to an unpleaded claim at the appellate level creates problems for a reviewing court because the record will likely lack factual development related to that new issue." Dalton M, No. 101149-1, slip op. at 19. Indeed, it is so here.

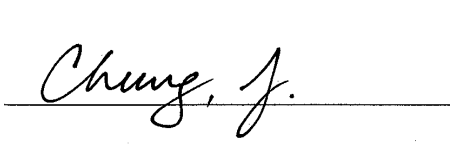
We find no error in the trial court's denial of Allread's motion for a new trial.

Affirmed.[12]



WE CONCUR:





[12] Both Allread and the City request an award of attorney fees on appeal. As Allread is not the prevailing party on appeal, she is not entitled to such an award. See RCW 50A.40.040(3) (providing for an award of attorney fees to "the prevailing plaintiff" in a PFMLA action). The City, in its request for an award of fees, fails to identify a basis in law, contract, or equity for such an award, as required by RAP 18.1(b). Wilson Court Ltd. P'ship v. Tony Maroni's, Inc., 134 Wn.2d 692, 710 n.4, 952 P.2d 590 (1998) (citing Austin v. U.S. Bank of Wash., 73 Wn. App. 293, 313, 869 P.2d 404 (1994)). Because the City fails to make "more than a bald request for attorney fees on appeal," it is not entitled to such an award pursuant to RAP 18.1. Wilson Court Ltd. P'ship, 134 Wn.2d at 710 n.4 (citing Thweatt v. Hommel, 67 Wn. App. 135, 148, 834 P.2d 1058 (1992)). Accordingly, we decline to grant an award of attorney fees to either party.

APPENDIX A

PDF **RCW 50A.40.010**

Employers.

(1) It is unlawful for any employer to:

(a) Interfere with, restrain, or deny the exercise of, or the attempt to exercise, any valid right provided under this title; or

(b) Discharge or in any other manner discriminate against any employee for opposing any practice made unlawful by this title.

(2) It is unlawful for any person to discharge or in any other manner discriminate against any employee because the employee has:

(a) Filed any complaint, or has instituted or caused to be instituted any proceeding, under or related to this title;

(b) Given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this title; or

(c) Testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this title.

(3) As provided in RCW **50A.40.020** and **50A.40.030**, the department will investigate allegations of unlawful acts and determine damages, as necessary.

[**2020 c 125 § 11**; **2019 c 13 § 15**; **2017 3rd sp.s. c 5 § 72**. Formerly RCW **50A.04.085**.]

APPENDIX B

PDF **RCW 49.44.211**

Prohibited nondisclosure and nondisparagement provisions—Retaliation by employer prohibited—Penalties—Construction.

(1) A provision in an agreement by an employer and an employee not to disclose or discuss conduct, or the existence of a settlement involving conduct, that the employee reasonably believed under Washington state, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy, is void and unenforceable. Prohibited nondisclosure and nondisparagement provisions in agreements concern conduct that occurs at the workplace, at work-related events coordinated by or through the employer, between employees, or between an employer and an employee, whether on or off the employment premises. Prohibited nondisclosure and nondisparagement provisions include those contained in employment agreements, independent contractor agreements, agreements to pay compensation in exchange for the release of a legal claim, or any other agreement between an employer and an employee.

(2) This section does not prohibit the enforcement of a provision in any agreement that prohibits the disclosure of the amount paid in settlement of a claim.

(3) It is a violation of this section for an employer to discharge or otherwise discriminate or retaliate against an employee for disclosing or discussing conduct that the employee reasonably believed to be illegal harassment, illegal discrimination, illegal retaliation, wage and hour violations, or sexual assault, that is recognized as illegal under state, federal, or common law, or that is recognized as against a clear mandate of public policy, occurring in the workplace, at work-related events coordinated by or through the employer, between employees, or between an employer and an employee, whether on or off the employment premises.

(4) It is a violation of this section for an employer to request or require that an employee enter into any agreement provision that is prohibited by this section.

(5) It is a violation of this section for an employer to attempt to enforce a provision of an agreement prohibited by this section, whether through a lawsuit, a threat to enforce, or any other attempt to influence a party to comply with a provision in any agreement that is prohibited by this section.

(6) This section does not prohibit an employer and an employee from protecting trade secrets, proprietary information, or confidential information that does not involve illegal acts.

(7) An employer who violates this section after June 9, 2022, is liable in a civil cause of action for actual or statutory damages of $10,000, whichever is more, as well as reasonable attorneys' fees and costs.

(8) For the purposes of this section, "employee" means a current, former, or prospective employee or independent contractor.

(9) A nondisclosure or nondisparagement provision in any agreement signed by an employee who is a Washington resident is governed by Washington law.

(10) The provisions of this section are to be liberally construed to fulfill its remedial purpose.

(11) As an exercise of the state's police powers and for remedial purposes, this section is retroactive from June 9, 2022, only to invalidate nondisclosure or nondisparagement provisions in agreements created before June 9, 2022, and which were agreed to at the outset of employment or during the course of employment. This subsection allows the recovery of damages only to prevent the enforcement of those provisions. This subsection does not apply to a nondisclosure or nondisparagement provision contained in an agreement to settle a legal claim.

[**2022 c 133 § 2**.]

APPENDIX C

NOTES:

Intent—2022 c 133: "The legislature recognizes that there exists a strong public policy in favor of the disclosure of illegal discrimination, illegal harassment, illegal retaliation, wage and hour violations, and sexual assault, that is recognized as illegal under Washington state, federal, or common law, or that is recognized as against a clear mandate of public policy, that occurs at the workplace, at work-related events coordinated by or through the employer, between employees, or between an employer and an employee, whether on or off the employment premises. Nondisclosure and nondisparagement provisions in agreements between employers and current, former, prospective employees, and independent contractors have become routine and perpetuate illegal conduct by silencing those who are victims or who have knowledge of illegal discrimination, illegal harassment, illegal retaliation, wage and hour violations, or sexual assault. It is the intent of the legislature to prohibit nondisclosure and nondisparagement provisions in agreements, which defeat the strong public policy in favor of disclosure." [**2022 c 133 § 1**.]

APPENDIX C

LAUREN H BERKOWITZ, ATTORNEY AT LAW,PLLC

February 15, 2024 - 3:38 PM

Filing Petition for Review

Transmittal Information

Filed with Court:	Supreme Court
Appellate Court Case Number:	Case Initiation
Appellate Court Case Title:	City of Burien, Respondent v. Carol Allread, Appellant (847830)

The following documents have been uploaded:

- PRV_Petition_for_Review_20240215152425SC255010_2548.pdf
  This File Contains:
  Petition for Review
  The Original File Name was FINAL Pet for Review.pdf

A copy of the uploaded files will be sent to:

- jfreeman@kbmlawyers.com
- jtaren@shishidotaren.com
- lwalker@kbmlawyers.com
- rshishido@shishidotaren.com
- sdwyer@kbmlawyers.com
- tcaceres@kbmlawyers.com

Comments:

Sender Name: Lauren Berkowitz - Email: Lauren@WorkJusticeLaw.com
Address:
2343 44TH AVE SW
SEATTLE, WA, 98116-2406
Phone: 206-734-7054

Note: The Filing Id is 20240215152425SC255010