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No. 88080-8

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

W.G. CLARK CONSTRUCTION CO., a Washington corporation,
Respondent,

v.

CARPENTERS HEALTH & SECURITY TRUST OF WESTERN
WASHINGTON; CARPENTERS RETIREMENT TRUST;
CARPENTERS-EMPLOYERS VACATION TRUST; CARPENTERS-
EMPLOYERS APPRENTICESHIP & TRAINING TRUST,
Appellants,

and

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS, a
Local Union, Appellant; PARAMOUNT SCAFFOLD, INC., a
Washington corporation, Respondent.

AMICUS CURIAE BRIEF

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I. INTRODUCTION

A. Identity and Description of Benefit Trusts

This brief is submitted by fifty-one employee benefit trust funds (“Benefit Trusts”). The Benefit Trusts provide employee fringe benefit programs for workers covered by collective bargaining agreements. The Benefit Trusts are separately identified in Appendix A. The Benefit Trusts help provide economic security to more than 200,000 employees and their families in Washington State.

Fringe benefit programs, which the Benefit Trusts provide, are furnished in connection with most types of employment. These programs include pension plans, 401(k) plans, health plans and other welfare benefit plans, such as training, scholarship and vacation plans. Fringe benefit programs provide employees with security to anticipate and prepare for the costs of illness and retirement. Benefit Trusts, which provide these programs, are a common feature in the commercial construction industry because construction is a high risk and physically demanding occupation.

The contributions remitted to the Benefit Trusts are an integral part of the employee’s wage package established under a collective bargaining agreement or by prevailing wage rate. The value of these fringe benefit programs constitutes a substantial portion, often 35% or more, of the

overall wage package provided to employees. Contributions are remitted based on each hour worked by a particular employee and then aggregated to fund the various benefit programs. This is particularly advantageous within the construction industry where employees may work on different projects and for different employers during the year.

The Benefit Trusts that are parties to this brief were created pursuant to the Labor Management Relations Act of 1947, 29 U.S.C. § 141, *et seq.* (“Taft-Hartley Act” or “LMRA”). As a result, they are commonly referred to as “Taft-Hartley” trust funds. Section 302(a) of the LMRA makes it unlawful for an employer to pay any money or any other thing of value to a union or employee representative. 29 U.S.C. § 186(a). However, Section 302(c) of the LMRA provides certain exceptions to this general rule, including an exception for the establishment of joint-labor management benefit trusts. This Section provides:

The provisions of [Section 302(a)] shall not be applicable . . . with respect to money or other thing of value paid to a trust fund established by such [employee] representative, for the sole and exclusive benefit of the employees of such employer, and their families and dependents . . . Provided, that (A) such payments are held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their families and dependents, for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or unemployment benefits or life insurance, disability and sickness insurance, or accident insurance; (B)

the detailed basis on which such payments are to be made is specified in a written agreement with the employer, and employees and employers are equally represented in the administration of such fund . . . and (C) such payments as are intended to be used for the purpose of providing pensions or annuities for employees are made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions or annuities; (6) with respect to money or other thing of value paid by any employer to a trust fund established by such representative for the purpose of pooled vacation, holiday, severance or similar benefits, or defraying costs of apprenticeship or other training programs. 29 U.S.C. § 186(c).

Pursuant to this Section, all the Benefit Trusts are created by the collective bargaining parties and funds are held in trust pursuant to a trust agreement. As required by § 302(c)(5) of the LMRA, 29 U.S.C. § 186(c)(5), the Benefit Trusts are administered by joint labor-management boards of trustees comprised of an equal number of employer and employee representatives. In addition to the LMRA, the Benefit Trusts are regulated by the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, *et seq.*, the Internal Revenue Code (“IRC”), 26 U.S.C. § 401(a), and state law, to the extent it is not preempted.

The Benefit Trusts can be divided into three general groups based on the type of benefits provided. They are as follows:

1. Retirement trusts, which provide retirement and survivor benefits to retired construction workers and their spouses

pursuant to both traditional defined benefit plans, and defined contribution plans, including 401(k) and money purchase plans.

2. Health and welfare trusts, which provide medical, prescription drug, dental, vision benefits, and also disability and life insurance benefits to active and retired construction workers and their families;
3. Apprenticeship and journeymen training trusts, which provide job training to construction workers.

The Benefit Trusts are funded by deferred wages paid by employers to the Benefit Trusts. These amounts are held in trust and used for the exclusive purpose of providing benefits to the participants and beneficiaries and defraying reasonable costs of the administration of the plans. *See*, 29 U.S.C. § 186(c) and 29 U.S.C. § 1104.

One of the most important aspects of administering the Benefit Trusts is ensuring that they are adequately funded. Accordingly, Trustees have a fiduciary obligation to ensure that contributions are made to the Trust. This includes monitoring compliance with the collective bargaining agreements and “making systematic, reasonable and diligent efforts to collect delinquent contributions.” Prohibited Transaction Exemption 76-1, 41 Fed. Reg. 12740; *and see Central States, Southeast and Southwest*

Areas Pension Fund v. Central Transport, Inc., 472 U.S. 559, 573-574, 105 S.Ct. 2833, 2842 (1985); Department of Labor (DOL) Field Assistance Bulletin 2008-01. As the Ninth Circuit has stated:

[W]e observe that trust funds such as those at issue here have a statutory and fiduciary duty to collect contributions that are owed. To sanction them for vigorously trying to do so would run counter to the responsibility placed on them by Congress. In fact, had the Trusts refrained from pursuing their legal remedies in this case, it might well have been argued that they failed properly to perform their obligations. *Operating Engineers Pension Trust v. A-C Co.*, 859 F.2d 1336, 1343-1344 (9th Cir. 1988).

B. Negative Impact When Contributions Are Not Paid.

The economic security provided by the Benefit Trusts is directly correlated to the contributions they collect. Benefit Trusts rely on accurate and timely remittance of contributions for employees performing work covered by the collective bargaining agreement. Without the remittance reports, the Benefit Trusts do not know whether participants were actively working in the industry or the amount of contributions owed for the hours worked by those participants. The majority of employers report the hours worked by their employees accurately and pay their contributions to the Benefit Trusts; however, a small number misreport or completely fail to report contributions.

The failure to pay contributions owed under a collective bargaining agreement has a direct and negative impact on the participants and their

dependents. The immediate impact is the loss of health coverage for both the participant and the participant's dependents. For example, in a recent case a participant in one of the Benefit Trusts was admitted to the hospital with a brain tumor only to find that he did not have health coverage because contributions for hours worked by the employee had not been paid to his health plan.¹

When employers fail to pay contributions, the employees also lose all of their wage withholdings, such as vacation contributions, 401(k) contributions and dues, which also negatively affects employees. Depending on the collective bargaining agreement, employers are responsible for withholding amounts from their employees' paychecks, which they are supposed to remit to the Benefit Trusts' administrative office with the other contributions. When an employer fails to pay contributions and remit the withheld wages, it has essentially used its employees' wages for its own use.

Failure to pay the contributions also negatively affects the Benefit Trusts. When contributions for the hours worked by participants are not paid, the burden to fund the plan falls on other employers who have been

¹ Another potential consequence to health plan participants is that under the Patient Protection and Affordable Care, employees must have health coverage or pay an individual shared responsibility fee.

accurately reporting and contributing. Moreover, under ERISA, defined benefit and money purchase pension plans are required to provide employees with the credit for their hours worked even if the contributions for those hours are not received. 26 CFR § 1.401-1(b)(1)(i). As a result, if a sufficient number of employers fail to contribute to a plan, its funded status deteriorates and the plan may be required to increase employer contributions or decrease benefits. 26 U.S.C. § 432, and 29 U.S.C. § 1085.

C. Benefit Trusts' Collection Practices and Procedures

In order to avoid the detrimental consequences of failing to collect outstanding contributions, Benefit Trusts have adopted detailed payroll audit and collection policies to identify misreporting employers and collect the amounts owed. The payroll audit and collection policies: 1) establish a process for randomly auditing participating employers to ensure that the employers are accurately reporting contributions to the Trust Fund and auditing for cause when there is evidence that an employer has deliberately failed to comply with its obligations; and 2) set forth the steps the Benefit Trusts must take when an employer has failed to timely pay its contributions to the Trust Fund. When an employer owes contributions to a Trust Fund, the Trust Fund's first step is to send an initial demand letter to the employer. If the employer does not submit its

contributions by the deadline specified in the demand, the employer is referred to collection counsel for collection of the outstanding contributions. If the employer fails to pay, collection counsel will begin litigation.

It has been the Benefit Trusts' experience that in approximately 65% of cases that proceed to litigation, the employer does not appear or contest the case. This typically occurs because: 1) the employer does not have sufficient assets or receivables to cover its outstanding debts; 2) the employer has repudiated its collective bargaining agreement and fled the jurisdiction; or 3) the employer has dissolved or declared bankruptcy. In each of these situations, the contributions cannot be collected directly from the employer. Despite this fact, ERISA's fiduciary obligation does not permit the Benefit Trusts to forego the collection procedures. Rather, the Benefit Trusts must make every reasonable effort to ascertain the amount owed and collect that amount from any available source. In the majority of these cases, the only means of collecting the outstanding contributions is through liens on private and public jobs.²

² The Benefit Trusts also collect on the employer's statutory bonds. The statutory contractors bonds vary between \$4,000 to \$6,000 for a subcontractor, which is rarely sufficient to cover the total amount of contributions owed. RCW 18.27.040. This leaves liens as the primary means of recovery in otherwise uncollectible cases.

II. ARGUMENT

A. **The Court's *Trig* Decision Has a Direct and Negative Impact on the Benefit Trusts, Employees and their Families.**

The intent of Washington's public works lien laws is to ensure that workers who perform work on a public construction project receive the benefits to which they are entitled. *See* RCW 39.08.010, *et seq.*; RCW 60.28.011; *Ironworkers Dist. Council of the Pacific Northwest v. Woodland Park Zoo Planning & Development*, 87 Wash.App. 676, 683, 942 P.2d 1054, 1057 (1997).

Washington's "Little Miller Act" requires contractors to obtain bonds on public works projects for the protection of laborers and materialmen because mechanics' liens are unavailable on such projects. *3A Industries, Inc. v. Turner Const. Co.*, 71 Wash.App. 407, 411, 869 P.2d 65, 67 (1993).

A mechanic's lien is intended to ensure that those workers performing work on the project receive the compensation for which they are entitled, including payment of their fringe benefits. *See* RCW 60.04.011(4), RCW 60.04.011(7) and RCW 60.04.021. Both federal law and Washington law have recognized fringe benefits to be part of workers' wage packages.

The unpaid contributions were a part of the compensation for the work to be done by Carter's employees . . . Not until the required contributions have been made will Carter's employees have been 'paid in full' for their labor in accordance with the collective-bargaining agreements. *U.S.*

for Benefit and on Behalf of Sherman v. Carter 353 U.S. 210, 217-218, 77 S.Ct. 793, 797 (U.S. 1957). *See also* RCW 60.04.011(4), (7), RCW 60.04.021, and RCW 39.12.010, *et seq.*

Not only are fringe benefit contributions recognized as part of an employee wage package, Washington law has long recognized the standing of the Benefit Trusts to file liens on behalf of their participants. *Crabtree v. Lewis*, 86 Wash.2d 282, 286, 544 P.2d 10 (1975).

Despite Washington's statutory language and the prior case law acknowledging that compensation for labor performed on a project includes the amounts owed to employee benefit Trust Funds, this Court held that ERISA preempts Washington public works lien statutes. *Puget Sound Elec. Workers Health and Welfare Trust Fund v. Merit Co.*, 123 Wash.2d 565, 870 P.2d 960 (1994). By 2000, however, the legal landscape for preemption had changed and the Ninth Circuit cases relied on by this Court in *Merit* had been reversed. Accordingly, the same group of trust funds requested that the Court reconsider its decision that ERISA preempts Washington public lien statutes. In a 5-4 decision, this Court concluded that ERISA continues to preempt Washington's lien statutes.

International Broth. of Elec. Workers, Local Union No. 46 v. TRIG Elec. Const. Co., 142 Wash.2d 431, 13 P.3d 622 (2000) (“*Trig*”).³

The Benefit Trusts, the Trust Fund participants and their dependents have been negatively affected by the Court’s *Trig* decision both procedurally and substantively. The initial impact is that Benefit Trusts are prevented from filing lien foreclosure actions in state court. The *Trig* and *Merit* decisions act as a complete bar to a mechanic’s lien on a private job because Washington’s statute requires that private liens be foreclosed in state court. RCW 60.40.171 and RCW 61.12.040. When the Benefit Trusts have filed private mechanic liens, the response has been a demand for immediate removal of the lien and threats of attorney fees, costs and possible sanctions if the lien is not removed. As a result, the Benefit Trusts no longer file mechanic’s liens on private projects. The employees who performed work on the private projects are directly affected because they do not receive the benefits to which they are entitled.

³ The Benefit Trusts note that the Court has not addressed the impact of *Trig* on whether individuals can directly file liens for the fringe benefits owed on their behalf to their ERISA regulated-benefit plans. It appears that *Trig* would prohibit such a claim for the same reason it prohibits the Benefit Trusts’ claims. Accordingly, employees could only lien for payment of their fringe benefits as wages. This has significant tax consequences to the employee.

For example, in 2007 a small Washington contractor filed bankruptcy, leaving approximately \$490,000 in unpaid contributions owing to the Plumbing and Pipefitting Benefit Trusts, which are participants in this brief. Through the use of public works liens, the Benefit Trusts were able to collect approximately \$5,700 of the outstanding contributions, but they were unable to collect the remaining \$484,300 in contributions owed on private projects, all of which remains outstanding. Employees who worked on these projects lost a substantial portion of the benefits they had earned because this employer did not pay its contributions.

Similarly, the Northwest Ironworkers Benefit Trusts were unable to collect approximately \$252,000 in contributions owed for work performed on private construction projects when a small employer shut down its shop. This employer worked on several private jobs over the period of January 2009 through November 2010 and it failed to pay all of the contributions owed for the hours worked on the jobsite. The Benefit Trusts performed an audit, at which time they discovered these unpaid contributions on the private jobs. Shortly thereafter, this employer and its principals disappeared. The employees who worked for this employer did not receive the benefits to which they were entitled because their employer

failed to pay them and the Benefit Trusts were unable to lien those projects for the hours worked.

The Benefit Trusts regularly experience circumstances similar to the examples described above. It is very common for a delinquent employer to accrue a significant debt to the Benefit Trusts without the Benefit Trusts' knowledge. If that employer worked on private projects, the Benefit Trusts have no recourse for collection of the debt.

B. The Benefit Trusts' Resort Exclusively to the Federal Courts to Access What Remains of Their Lien Rights.

Despite *Trig* and *Merit*, the federal courts have ruled that ERISA does not preempt lien foreclosure actions. The Ninth Circuit has recognized the Benefit Trusts' right to use state law lien claims to collect contributions for the hours worked by employees on construction projects. *Southern California IBEW-NECA Trust Funds v. Standard Indus. Elec. Co.*, 247 F.3d 920, 927 -928 (9th Cir. 2001). Since this ruling, the Western District of Washington has held in multiple cases that foreclosure actions of public works liens by Boards of Trustees of Taft-Hartley Benefit Trusts are not preempted. See *Ironworkers Dist. Council of Pacific Northwest v. George Sollit Corp.*, 2002 WL 31545972, slip op. at 5 (W.D.Wash. 2002) and *Leo Finnegan Constr. Co., Inc. v. Northwest Plumbing & Pipefitting Industry Health, Welfare & Vacation Trust*, 2005 WL 3348918, slip op. at

2 (W.D.Wash. 2005). Because of these cases, the Benefit Trusts have been able to use the federal courts to foreclose on liens and collect the unpaid contributions owed for the employees working on the projects.

Filing a public works lien and the subsequent foreclosure action in federal court is very common and the Benefit Trusts utilize it regularly. We estimate that since January 2012, McKenzie Rothwell Barlow & Coughran, P.S., has collected over \$2,000,000 on public works construction liens for the hours worked by employees when the contributing employer could not or would not pay the contributions owed for the hours worked by their employees.

For example, with respect to the Northwest Insulation Worker Benefit Trusts, which are participating in this brief, the Benefit Trusts were able to collect \$812,195.54 in contributions from the resolution of public works liens and the threat of filing liens during the period of August 2011 through January 2013. In this case, a large, well-respected, multi-state employer experienced liquidity difficulties. This employer eventually filed for bankruptcy. For several months following filing for bankruptcy it continued working, although it did not have the funds to pay contributions for the hours worked by its employees. Because of the Benefit Trusts' liens, or the threat of liens, the Trusts collected most of the outstanding contributions for the hours worked by the employees.

Moreover, because the liens were filed immediately upon learning of the employer's difficulties, the general contractors had the ability to withhold the amounts owed to the Benefit Trusts to secure the release of the liens.

This same employer also contributed to the Heat and Frost Benefit Trusts, which are participating in this brief. These Trusts collected approximately \$1,200,000 in contributions from public works liens or the threat of liens during the months of August 2011 through January 2013. The employer itself was never able to directly pay any of the amounts it owed to the Insulation and Heat and Frost Benefit Trusts.

The Northwest Ironworker Benefit Trusts, which are participating in this brief, collected \$234,053.02 during the period of May 2011 through September 2012, in contributions from liens or the threat of liens on public works projects, when a participating employer filed for bankruptcy. This employer was a small operation founded by a former ironworker. The employer only operated for a few months, then filed for bankruptcy. The Benefit Trusts resolved all of the liens for the outstanding contributions and because they were able to approach the employer's general contractors early in the process, the general contractors were able to withhold the funds to ensure that the workers performing labor on the project received their full fringe benefit package. The employer was dissolved in the

bankruptcy and was never able to directly pay any of its delinquent contributions.

Although the Benefit Trusts may foreclose a public works lien in federal court, this is not without its downsides. The Benefit Trusts must rely exclusively on the federal courts to foreclose the lien, even when a state court action could be more efficient or beneficial to all of the parties. The federal courts have significantly higher filing fees, which can be prohibitive in small dollar actions. Additionally, the federal courts are less expeditious in resolving cases. Moreover, opposing counsels continue to assert that the Benefit Trusts' liens are preempted under *Trig* and *Merit*. The Benefit Trusts must then spend the time and resources educating the surety on the validity of federal jurisdiction.

Although federal foreclosure actions are sometimes difficult, without the use of liens, it is very unlikely that the Benefit Trusts would have collected ten percent (10%) of the amounts provided in this brief and nearly 20,000 employees and their dependents could have been without medical, dental or other benefits. If this Court reaffirms its holding from *Trig*, the Benefit Trusts will not have the use of these liens to collect the contributions owed for the hours worked by those employees on the project.

C. If the Court Upholds the Superior Court's Decision, the Benefit Trusts Will Have No Ability to Lien Projects in either State or Federal Court.

The use of public works liens is invaluable to the Benefit Trusts because it is generally true that when the Boards of Trustees file liens, the Trustees are pursuing thinly capitalized or insolvent employers for the collection of their delinquent contributions. The Benefit Trusts use public works liens to collect outstanding contributions that they would not have been able to collect otherwise. While the Court's prior holdings in *Trig* and *Merit* have negatively affected the Benefit Trusts and their participants, the Benefit Trusts have been successful in pursuing public lien foreclosure actions in federal court.

If the Benefit Trusts lose the ability to foreclose on liens, it puts a substantial portion of Washington's construction workers' wage package at risk and creates a perverse incentive for general contractors to hire subcontractors who bid the lowest and are most likely to fail. Moreover, if the Court affirms its decisions in *Trig* and *Merit*, the Benefit Trusts will be prevented from collecting outstanding contributions owed for hours worked on public works projects because general contractors will take the same procedural steps as W.G. Clark, the respondent in this action. Specifically, as soon as a lien is filed, a general contractor will file a preemptory action in Superior Court seeking declaratory relief that the

Benefit Trusts' lien claim is preempted. As a practical matter, these procedural tactics will prevent the Benefit Trusts from foreclosing public works liens and collecting the outstanding contributions. The Benefit Trusts will not be able to obtain a judgment in a foreclosure action in federal court before a declaratory judgment is issued in a state court. It can take up to several months to liquidate the amount owed to the Benefit Trusts and motions for summary judgment can take several months from the date of filing to the date the order is issued. Accordingly, W.G. Clark's legal tactics will eradicate the Benefit Trusts' lien rights in their entirety.

When the Benefit Trusts are unable to recover contributions for hours worked, they are unable to provide benefits to those employees who are otherwise entitled to them. These employees will lose health care coverage, and their retirement plan will be negatively impacted. The Benefit Trusts rely on the right to collect outstanding contributions through liens in order to continue to provide benefits to those employees who are entitled to them. If the Benefit Trusts lose this right, the employees will suffer.

With respect to the Amici participating in this brief, over 200,000 Washington trust participants, including retirees, and their dependents rely on these Benefit Trusts for their medical, dental, vision, retirement, and

apprenticeship benefits. If the contributions are not paid, these Washington construction workers, retirees and dependents will not receive the benefits to which they are entitled. If the contributions are not paid, the Benefit Trusts will become underfunded and they will have to reduce the benefits they provide. The preservation of the Benefit Trusts' lien rights is essential to the Benefit Trusts' ability to continue providing benefits to these Washington construction industry workers, retirees, and their dependents.

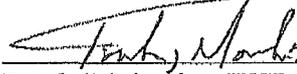
III. CONCLUSION

Washington's lien laws are intended to protect those who provide materials and perform work on construction projects. The Benefit Trusts' intent is the same: to ensure the employees performing work on the project receive the benefits to which they are entitled. If the Benefit Trusts lose the ability to collect outstanding contributions on public works projects, many Washington employees and their dependents will suffer for it. Although the numbers of employers who default on their obligation to the Benefit Trusts is not extremely large, it can have a substantial impact on the Benefit Trusts and the ability to provide benefits. This is why the Benefit Trusts' right to lien projects must be protected. The Benefit Trusts respectfully request that *Trig* be overturned and that the law of the Ninth

Circuit interpreting federal preemption of public works lien claims by
Benefit Trusts be adopted in Washington.

Dated this 27th day of November, 2013.

Respectfully submitted,



Frank J. Morales, WSBA #33002

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McKenzie Rothwell Barlow & Coughran, P.S.

Attorneys for Amici Benefit Trusts

APPENDIX A

A. Retirement Trusts:

1. Automotive Machinists Pension Plan
2. Cement Masons and Plasterers Retirement Plan
3. Cornell-Hart Pension Plan
4. Edison Pension Plan
5. Engineers AGC Retirement Trust of the Inland Empire
6. IBEW Pacific Coast Pension Fund
7. Local 191 IBEW Money Purchase Plan
8. Northwest Ironworkers Retirement Plan
9. Ironworkers District Council of the Pacific Northwest Field
Ironworkers Annuity Trust Fund
10. Western Washington Laborers-Employers Pension Plan
11. Northwest Sheet Metal Workers Pension Plan
12. Northwest Sheet Metal Workers Supplemental Pension
Plan
13. U.A. Local 290 Plumbers Pension Plan
14. U.A. Union Local No. 290 Plumber, Steamfitter and
Shipfitter Industry 401(K) Plan and Trust
15. Washington State Plumbing and Pipefitting Industry
Pension Plan

16. Washington-Idaho Cement Masons Employers Retirement Trust Fund
17. Washington-Idaho-Montana Carpenters Employers Retirement Trust
18. Western States Insulators and Allied Workers Individual Account Plan
19. Western States Insulators and Allied Workers Pension Fund
20. Western Washington UA Supplemental Pension Plan
21. Washington-Idaho Laborers-Employers Pension Trust
22. 112/73 Retirement Plan NECA-IBEW

B. Health Trusts:

1. Allied Metal Crafts Security Plan Trust Fund
2. Cement Masons and Plasterers Health and Welfare Trust
3. Harrison Electrical Workers Health and Welfare Trust
4. Heat and Frost Insulators and Allied Workers Local 36 Health Trust
5. IBEW Local 76 Retirees Health and Welfare Plan
6. Inland Empire IBEW-NECA Health Plan
7. Local 191 IBEW Health and Welfare Trust
8. Masonry Security Plan of Washington

9. Northwest I.A.M. Benefit Trust
10. Northwest Insulation Workers Welfare Trust
11. Northwest Ironworkers Health and Security Trust
12. Northwest Laborers-Employers Health and Security Trust
13. Northwest Plumbing and Pipefitting Industry Health
Welfare and Vacation Trust
14. Northwest Sheet Metal Workers Health and Welfare Plan
15. Operating Engineers Local 139 Health Benefit Fund
16. Seattle Area Plumbers Health and Welfare Plan
17. Washington-Idaho Operating Engineers and Employers
Health & Security Trust
18. Inland Empire Electrical Workers Welfare Trust
19. U.A. Union Local No. 290 Plumber, Steamfitter and
Shipfitter Industry Retiree Health and Welfare Trust
20. U.A. Union Local No. 290 Plumber, Steamfitter and
Shipfitter Industry Health and Welfare Trust

C. **Apprentice and Journeyman Training Trust and Other
Welfare Benefit Trusts:**

1. Cement Masons and Plasterers Training Trust of
Washington

2. Pacific Northwest Iron Workers and Employers
Apprenticeship and Training Trust
3. Northwest Ironworkers-Employers Vacation Trust
4. Northwest Laborers-Employers Training Trust
5. Northwest Electrical Workers Apprenticeship Trust
6. U.A. Local 26 Educational Development Trust
7. Seattle Area Plumbing and Pipefitting Industry Journeyman
and Apprenticeship Training Trust
8. U.A. Union Local No. 290 Plumber, Steamfitter and
Shipfitter Industry Employees Vacation Trust
9. U.A. Union Local No. 290 Plumber, Steamfitter and
Shipfitter Industry Vacation, Scholarship and Educational
Reimbursement Plan

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Subject: Case No. 88080-8 W.G. Clark Construction Co. v. Carpenters Health & Security Trust of Western Washington
Attachments: Motion to File Amicus.pdf; Amicus Brief FINAL.pdf; Appendix A.pdf; Proof of Service.pdf

W.G. Clark Construction Co. v. Carpenters Health & Security Trust of Western Washington, et al. and Pacific Northwest Regional Council of Carpenters
Case No. 88080-8

Attached are a Motion to File an Amicus Curiae Brief and related pleadings.
If there are any questions, please contact:

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Sincerely,

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