JD(SF)–10–19
Richland, WA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

G4S SECURE SOLUTIONS (USA), INC.

and Case 19–CA–221172

WASTE TREATMENT PLANT
SECURITY GUARDS UNION 161

Nia Renei Cottrell, Esq.,
for the General Counsel.
Fred Seleman, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

ELEANOR LAWS, Administrative Law Judge. This case was tried based on a joint motion and stipulation of facts I approved as Acting Associate Chief Administrative Law Judge on February 6, 2019.

Waste Treatment Plant Security Guards Union 161 (The Charging Party or Union) filed the charge on May 29, 2018, and the General Counsel issued the complaint on October 29, 2018.[1] G4S Secure Solutions (USA), Inc., (the Respondent) filed a timely answer denying all material allegations.

The complaint alleges the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) by refusing to provide requested information to the Union.

On the entire record, and after considering the briefs filed by the General Counsel and the Respondent,[2] I make the following

[1] All dates are in 2018 unless specified otherwise.

[2] The Respondent filed a motion to strike parts of the General Counsel's brief for characterizing allegations as fact. I received the motion on the day it was filed, March 19, 2019, and had already completed a draft of my decision without relying whatsoever on anything more than the agreed-upon stipulations as fact. The motion is therefore moot.

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a State of Florida corporation with a place of business in Richland, Washington, engaged in the business of providing security services, including at the Waste Treatment Plant (WTP) in Richland, Washington. The Respondent is admittedly an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union is a labor organization within the meaning of Section 2(5) of the Act.[3]

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

The Respondent provides security services for the WTP in Richland, Washington. On November 13, 2017, the Respondent succeeded Securitas Services USA, Inc. as the contract provider of security services to Bechtel National, Inc. (Bechtel) at the WTP among other sites, and continued to employ a majority of Securitas Services' employees. The Respondent is an admitted successor to Securitas Services. (Jt. Stip. ¶¶ 5–6.)[4]

The following employees of Respondent constitute a unit appropriate for the purpose of collective bargaining within the meaning of § 9(b) of the Act:

> All full time and regular part-time security guards, including leads, employed by Respondent at the Waste Treatment Plant in Richland, Washington; excluding all other employees, office clerical employees, confidential employees, and supervisors as defined in the Act.

(Jt. Stip. ¶ 12.) 0n October 14, 2016, the Board certified the International Guards Union of America, Region 1 as the exclusive collective-bargaining representative of the unit, and December 21, 2017, the Board amended the certification to reflect that the Union was the certified exclusive collective-bargaining representation of the unit.

Christopher Phillips (Phillips) is the Respondent's General Manager, and David Dutro (Dutro) is the Union's President.

[3] The stipulated facts establishing this are set for the in the joint stipulation at paragraphs 7–10.

[4] "Jt. Exh." stands for "joint exhibit" and "Jt. Stip. stands for "joint stipulation of facts." Although I have included some citations to the record , I emphasize that my findings and conclusions are based not solely on the evidence specifically cited, but rather are based my review and consideration of the entire stipulated record.

B. The Information Requests

All of the correspondence I am considering was sent by email.[5] The evening of May 17, 2018, Dutro sent the following email to Phillips:

> We would like to make a request of information on the contract between you and Bechtel, because it is relevant to our representative duties. This is the second request, if you recall I made a request during our first meeting please provide the information as soon as possible.

Phillips responded the next morning, May 18:

> While G4S recognizes the Union's right under federal labor law to certain information, as part of its representative duties, G4S's contract with Bechtel is not a document to which the Union is entitled. As such, G4S is not in a position to provide a copy of that contract.
>
> Is there a specific question you have that G4S can possibly provide some additional information or clarity?

Less than an hour later, Dutro replied:

> The Union disagrees with your response.
>
> The contract is necessary and relevant to our bargaining duties for our membership. We can agree to sign a confidentiality agreement. We absolutely have a right and a relevant need for that information.
>
> The NLRB has agreed with us in the past that the contract between company and client is infact [sic] relevant information and as such I repeat my request.

Shortly thereafter, Phillips sent the following response:

> We respectfully disagree. If you think there is some specific reason why the contract is something to which the union is entitled at this time or can point us to some NLRB case law that says such contracts are generally something to which a union is entitled, we will take another look at your request. Thanks.

Dutro sent an email the morning of May 20, setting forth the reasons for the Union's request for the contract with Bechtel, offering to sign a non-disclosure agreement, and requesting information about the costs of running the WTP contract:

> Upon review I understand that our request of information, the contract between Bechtel and G4S, may have been a little vague.

[5] The email correspondence is contained in Jt. Exhs. D–F.

> So we would like to explain and expand on our reasons why we have requested the contract.
>
> ● Contractual obligations to the client from G4S, to ensure the union can assist in meeting said obligations.
>
> ● Any and all information related to terms and conditions, wages, hours and work assignments, agreed to by G4S and Bechtel.
>
> ● For proper representation of the union members, any information related to officer and shift lead duties, including training, job descriptions, officer discipline, which is to include any information related to client request for removal of officers.
>
> ● Any and all information related to safety, including information about on shift safety representatives.
>
> ● The entirety of our work is based off this contract and is relevant based [sic]
>
> Due to the sensitivity of the information, the union is willing to sign a non-disclosure agreement with you to show good faith in the matter.
>
> Furthermore, we would like to request all information concerning the cost of running the WTP contract, including but not limited to wages, benefits, overhead etc.
>
> The Union reserves the right to request further relevant information on this matter. Please provide this information by May 28th. 2018. Please notify me immediately if there are any difficulties in providing any of this information.

A couple minutes later, Dutro requested from Phillips documents regarding communications between Bechtel and the Respondent about employees:

> This is a request of information for communication between the client, Bechtel, and G4S related to employees. This is including, but not limited to, emails and documents exchanged from the contract award date to current date. Any and all information, which is including and not limited to requested post transfers, discipline, negative reviews of employees, lists of employees that are "good" and "bad", etc., shared between the two entities relating to employees is requested. The Union reserves the right to request further relevant information on this matter. Please provide this information by May 28th. [sic] 2018. Please notify me immediately if there are any difficulties in providing any of this information.

The next evening, May 21, Phillips denied the Union's request:

> I am in receipt of your request for information. G4S has no reason to believe that any of the requested information is information or documents to which the Union is entitled under federal labor law. As such, G4S will not be providing any of the requested information. If the Union has anything that supports its belief that G4S is required to

> provide any of the requested information, please provide it and G4S will review the request again.

Dutro responded at 11:22 a.m. on May 22, stating:

> I understand that G4S believes that the requested information is not relevant, and do not feel the need to furnish it to the union. However, the justification that, "G4S *feels* it is not relevant" is not a legal defense. As such, we will move forward with the request to the NLRB, if you change your mind we will be willing to talk.

(Emphasis in original). A little more than an hour later, Dutro sent the following email, with attachments:

> Upon further review and discussion, The Union has decided to supply you with an appropriate case that displays the contract between G4S and Bechtel is relevant in our bargaining duties and negotiations.
>
> Please review at your earliest convenience and furnish the requested contract, so that we may continue to move forward.
>
> Also as requested during our negotiations on Thursday, May 17th, 2018, here is the settlement agreement between The Union, Securitas and Bechtel. The settlement became official Mid-January 2018.
>
> Additionally, we would like to request relevant financial information again that effects (sic) economic impacts for our negotiations. We find this critical to moving forward with our negotiations and to formulate an appropriate proposal for wages.
>
> Also, please supply us with detailed answers to the following:
>
> - Wait to November for increase in wages
> - Only 2-3% initial increase in wages
> - Why the Company's position is that the client can dictate terms and conditions and remove officers, and direct their day to day work scope, as reflected in the company's management rights clause proposal, as well as prior discussions with you.
>
> As always, we look forward to your response.

Dutro attached a copy of a settlement agreement between the Union and, as joint employers, Securitas Services and Bechtel, approved by the Regional Director for Region 19 on December 21, 2017. (Jt. Exh. G.)[6] The other attachment was a September 5, 2017 advice memorandum

[6] The version of the settlement agreement attached to Dutro's May 22 email was only signed by the Union. Regardless, I am not considering the execution of the agreement as material to my decision. See

from Jayme L. Sophir, Associate General Counsel, Division of Advice for the Board, to Ronald K. Hooks, Regional Director Region 19, opining that Bechtel had been a joint employer with Securitas Services, and that the Union had not waived its right to Bargain with Bechtel as a joint employer with Securitas Services back in 2016. (Jt. Exh. H.)[7] The advice memo also discussed Bechtel's control over the terms and conditions of the unit employees' employment with predecessor Securitas Services.

Phillips provided the following response on May 24:

> Thank you for forwarding those materials. However, after careful review, we don't see how they support the Union's claim that it is entitled to the requested information in connection with ongoing bargaining between the Union and G4S over a first CBA. As such, we will not be providing the requested information or contract.

The requests at issue in the complaint can be summed up as follows: (1) The contract between the Respondent and Bechtel; (2) The costs of running the WTP contract; and (3) Communication between the Respondent and Bechtel related to the Respondent's employees. As of the time of this decision, the Respondent had not provided the information.

III. Decision and Analysis

Pursuant to Section 8(a)(5) of the Act, each party to a bargaining relationship is required to bargain in good faith. Part of that obligation is that both sides are required to furnish relevant information upon request. *NLRB v. Acme Industrial Co*., 385 U.S. 432 (1967). This duty is statutory and exists regardless of whether there is a collective-bargaining agreement between the parties. *American Standard*, 203 NLRB 1132 (1973).

The employer's duty to provide relevant information exists because without the information, the union is unable to perform its statutory duties as the employees' bargaining agent. Like a flat refusal to bargain, "[t]he refusal of an employer to provide a bargaining agent with information relevant to the Union's task of representing its constituency is a per se violation of the Act" without regard to the employer's subjective good or bad faith. *Brooklyn Union Gas Co*., 220 NLRB 189, 191 (1975); *Procter & Gamble Mfg. Co.*, 237 NLRB 747, 751 (1978), enfd. 603 F.2d 1310 (8th Cir. 1979).

In determining possible relevance, the Board does not pass upon the merits, and the labor organization is not required to demonstrate that the information is accurate, not hearsay, or even, ultimately reliable. *Postal Service*, 337 NLRB 820, 822 (2002). Information concerning employees in the bargaining unit and their terms and conditions of employment, is deemed "so intrinsic to the core of the employer-employee relationship" to be presumptively relevant. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Sands Hotel & Casino*, 324 NLRB 1101, 1109 (1997). Presumptively relevant information must be furnished on request to employees' collective-bargaining representatives unless the employer establishes legitimate affirmative

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Respondent's closing brief, p. 5.

[7] Neither the settlement agreement nor the advice memorandum establish legal precedent on any issue.

defenses to the production of the information. *Metta Electric*, 349 NLRB 1088 (2007); *Postal Service*, 332 NLRB 635 (2000).

When the requested information does not concern subjects directly pertaining to the bargaining unit, such material is not presumptively relevant, and the burden is upon the labor organization to demonstrate the relevance of the material sought. *Disneyland Park,* supra, at 1257; *Richmond Health Care*, 332 NLRB 1304, 1305, fn. 1 (2000). To determine relevance, the Board uses a "liberal, discovery-type standard" that requires only that the requested information have "some bearing upon" the issue between the parties and be "of probable use to the labor organization in carrying out its statutory responsibilities." *Public Service Co. of New Mexico*, 360 NLRB 573, 574 (2014); *Postal Service*, 332 NLRB 635, 636 (2000). The Union's burden to establish relevance of information requests concerning employees outside the bargaining unit is "not exceptionally heavy." *A-1 Door & Building Solutions*, 356 NLRB 499, 500 (2011). An articulation of general relevance, however, is insufficient. *E. I. Dupont de Nemours & Co. v. NLRB*, 744 F.2d 536 (6th Cir. 1984); *F.A. Bartlett Tree Expert Co.* , 316 NLRB 1312, 1313 (1995). The Union must demonstrate a reasonable belief supported by objective evidence that the requested information is relevant, unless the relevance of the information should have been apparent to the Respondent under the circumstances. *Disneyland Park*, supra at 1258 (2007).

A. The Contract

Complaint paragraphs 6(a)-(c) and 7 allege that the Respondent's refusal to provide a copy of its contract with Bechtel violated the Act.

The request does not concern subjects directly pertaining to the bargaining unit, thus the Union must establish relevance.[8] Here, the Union was on notice that Bechtel was potentially a joint employer with the Respondent, with attendant bargaining obligations. The Union was also on notice that Bechtel exercised control over employees' terms and conditions of employment with the Respondent's predecessor. By articulating the specific reasons as they related to bargaining for requesting the contract it its May 20 email, and by providing the advice memorandum discussing Bechtel's status and its control over the terms and conditions of predecessor Securitas Services' unit employees, the Union shared this with the Respondent, demonstrating relevance.

The Respondent cites to *F.A. Bartlett Tree Expert Co*., supra at 1312–1313 (1995), where the union requested all of the employer's customer contracts in response to the employer's rejection of its proposal to increase standardized wages, asserting that its customer contracts varied. The Board determined that "the General Counsel cannot plausibly claim that the Union would need to examine the contracts in order to assure itself that the customers were not all paying the Respondent exactly the same amount on each contract." Id. at 1313.[9] The situation

[8] The Respondent repeatedly misstates the Union's burden as one of overcoming a presumption of irrelevance for information such as a customer contract. See Respondent's closing brief, pp. 7–8, 14–15. There is no legal presumption of irrelevance for the Union to overcome; the Union must simply establish relevance under the legal standards articulated herein. Even if such a presumption applied, it has been effectively rebutted.

[9] The Respondent also cites *to Station GVR Acquisition, LLC* , 366 NLRB No. 175, slip op. at 2, fn. 6

here is different, and the Union has established a need to examine the contract with Bechtel to determine whether it was a potential joint employer, and/or to determine what, if any, terms and conditions of the unit employees' work the contract covered.

The Respondent claims the General Counsel relies on incorrect assumptions regarding its predecessor Securitas Services' relationship with Bechtel. Regardless of what the General Counsel may or may not have assumed, the Union has established relevance. There was no need for the General Counsel to establish a joint employer relationship between the Respondent and/or its predecessor and Bechtel, or even to show the predecessor acknowledged a joint employer relationship. The request was aimed at determining whether there was such a potential relationship or whether the contract otherwise covered terms and conditions of employment like the contract with the Respondent's predecessor did. See *Pfizer, Inc*. 268 NLRB 916, 918 (1984); "[P]otential or probable relevance is sufficient to give rise to an employer's obligation to provide information." *Disneyland Park*, 350 NLRB at 1258 (citing *Richmond Health Care*, 332 NLRB at 1305 fn.1). Determining the appropriate entities for purposes of bargaining is certainly relevant and necessary to the union's proper performance of its statutory duties and responsibilities. *NLRB v. Acme Industrial Co*. supra; *NLRB v. Truitt Mfg*. Co., 351 U.S. 149 (1956).

Based on the foregoing, I find the Union provided the Respondent with an objective factual basis for believing that the contract between the Respondent and Bechtel was potentially relevant for the Union to meet its bargaining obligations. Accordingly, I find the General Counsel has met her burden to prove this complaint allegation.

B. The Financial Information

Complaint paragraphs 6(e) and 7 allege that the Respondent's refusal to provide information about the cost of running the WTP contract violated the Act. Specifically, in a May 20 email, the Union requested "all information concerning the cost of running the WTP contract, including but not limited to wages, benefits, overhead etc."

The Board has consistently held that the Act does not permit an employer simply to refuse to respond to an ambiguous or overbroad request, but rather requires the employer to request a clarification, or to comply to the extent that the request for information clearly asks for necessary and relevant information. *Azabu USA (Kona) Co*, 298 NLRB 702 (1990); *Masonic Hall & Asylum Fund*, 261 NLRB 436 (1982); *Mobay Chem. Corp*., 233 NLRB 109 (1977). Information as to wages and benefits of bargaining-unit employees is presumptively relevant, so this requested information should have been provided. The Respondent violated the Act by refusing to do so.[10] See *Merchant Fast Motor Lines, Inc*., 324 NLRB 562, 563

(2018), but in that case the Board denied summary judgment to the General Counsel because the union's requests for contract agreements and for covenants did not seek presumptively relevant information. The analysis went no further, as the issue was remanded to the Regional Director for further appropriate action.

[10] It is unclear whether any non-bargaining-unit employees worked under the WTP contract, but if they did, the information as to their wages and benefits is not presumptively relevant and would not need to be provided absent a showing of relevance. The same holds true for the information detailed in

(1997)(Information about contractual retirement benefits of unit employees is presumptively relevant, and the union is not required to prove a need for it).

The requested financial information not pertaining to bargaining-unit employees' wages and benefits, however, is not presumptively relevant. To establish the Union's entitlement to the information, the General Counsel must show the Union's request was in response to an assertion the Respondent was unable to pay the Union's demands, or that it was otherwise relevant. *NLRB v. Truitt Mfg. Co.*, supra; *AMF Trucking & Warehousing*, 342 NLRB 1125, 1126 (2004) *National Extrusion & Mfg. Co*., 357 NLRB 127, 128 (2011). The stipulated record is devoid of any fact indicating the Respondent stated it was unable to meet any of the Union's financial conditions or demands, and the General Counsel has not otherwise established relevancy. The General Counsel asserts that the financial information was basic information necessary for the Union to meet its bargaining obligations. This is insufficient to prove relevance. See *Island Creek Coal*, 292 NLRB 480, 490 fn. 19 (1989). Accordingly, the General Counsel has not met her burden to prove the Respondent violated the Act by refusing to provide financial information not directly pertaining to the bargaining unit.

C. *Information Re: Communications Regarding Employees*

Complaint paragraphs 6(d) and 7 allege that the Respondent's refusal to provide information about communications it had with Bechtel concerning employees violated the Act. Specifically, on May 20, the Union requested information about requested post transfers, discipline, negative reviews of employees, lists of employees that are "good" and "bad", etc.

The information requested concerns the terms and conditions of the unit employees and is therefore presumptively relevant. The only real argument the Respondent makes is that this was an end-run around getting at information in the Respondent's contract with Bechtel. This is of no moment, other than perhaps as an implicit acknowledgement that the contract may contain information of potential relevance to the Union as the employees' bargaining agent.

CONCLUSIONS OF LAW

1. By refusing to provide relevant information to the Union, the Respondent has violated Section 8(a)(1) and (5) of the Act.

2. The unfair labor practices committed by the Respondent affect commerce within the meaning of Section 2(6) and 2(7) of the Act.

REMEDY

Having found the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

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complaint paragraph 6(d), discussed below.

Having found the Respondent refused to provide relevant information to the Union, the Respondent shall be required to provide this information, as specified in the proposed Order below.

I will recommend that the Respondent post a notice at its Richland, Washington facility.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[11]

ORDER

Respondent, G4S Secure Solutions (USA) Inc., its officers, successors and assigns, shall:

Cease and desist from failing and refusing to provide relevant requested information when requests for relevant information are made by Waste Treatment Security Guards Union 161.

Take the following affirmative action necessary to effectuate the Act:

1. Provide the Union with a copy of the contract between the Respondent and Bechtel;

2. Provide the Union with copies of all communications between the Respondent and Bechtel related to the Respondent's bargaining-unit employees, including, but not limited to the following: Copies of all emails and documents exchanged between Respondent and Bechtel from the contract award date to current date concerning employees, including but not limited to requested post transfers, discipline, negative reviews of employees, and lists of employees that are "good" and "bad."

3. Provide the Union with information concerning the cost of running the WTP contract as it pertains to the terms and conditions of bargaining-unit employees including, but not limited to, wages, benefits, and other related factors.

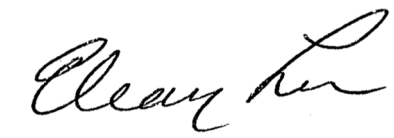
4. Within 14 days after service by the Region, post at its Richland, Washington, on, facility copies of the attached notice marked "Appendix."[12] Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper

[11] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[12] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 17, 2018.

Dated, Washington, D.C. March 25, 2019



Eleanor Laws
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to furnish the Waste Treatment Security Guards Union 161 with relevant information it requests in order to perform its duties as the exclusive collective-bargaining representative of the following unit of employees:

All full time and regular part-time security guards, including leads, employed by Respondent at the Waste Treatment Plant in Richland, Washington; excluding all other employees, office clerical employees, confidential employees, and supervisors as defined in the Act.

WE WILL provide the following requested information to the Union:

- A copy of the contract between the Respondent and Bechtel.

- Copies of all communications between the Respondent and Bechtel related to the Respondent's bargaining-unit employees, including, but not limited to emails and documents exchanged between Respondent and Bechtel from the contract award date to current date concerning requested post transfers, discipline, negative reviews of employees, and lists of employees that are "good" and "bad".

- Information concerning the cost of running the WTP contract as it pertains to the terms and conditions of bargaining-unit employees including, but not limited to, wages, benefits, and other related factors.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by Section 7 of the Act.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

915 2nd Avenue, Room 2948, Seattle, WA 98174-1078
(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-221172 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (206) 220-6284.