

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

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| SNOHOMISH COUNTY, Employer. | |
| NATHANIEL BICKLEY, Complainant, vs. SNOHOMISH COUNTY CORRECTIONS GUILD, Respondent. | CASE 136073-U-22 DECISION 13807 - PECB ORDER OF DISMISSAL |

Rodney R. Moody, Attorney at Law, Law Office of Rodney R. Moody, for *Nathaniel Bickley*, the complainant.

Ryan Lufkin, Attorney at Law, Public Safety Labor Group, LLP, for the Snohomish County Corrections Guild.

The complaint in this case was filed on November 29, 2022, by Nathaniel Bickley (complainant), a current employee of Snohomish County (employer). The complaint alleged that the Snohomish County Corrections Guild (union) interfered with employee rights in violation of RCW 41.56.150(1) within six months of the date the complaint was filed by breaching its duty of fair representation. The employer is not a party to the issues directly before the Commission in this case. However, the employer’s name is used to identify the case because every case processed by the Commission must arise out of an employment relationship that is subject to the Commission’s jurisdiction. A virtual hearing was held on October 18, 2023, before the undersigned Examiner. The parties filed post-hearing briefs by December 26, 2023, to complete the record.

ISSUES

The issue in this case, as stated in the December 19, 2022 preliminary ruling, is union interference with employee rights in violation of RCW 41.56.150(1) within six months of the date the complaint was filed by breaching its duty of fair representation in refusing to represent Nathaniel Bickley during a disciplinary matter and grievance proceedings.¹

The complainant has failed to meet his burden to prove that the union interfered with employee rights by breaching its duty of fair representation. The case is dismissed.

BACKGROUND

Bickley has been employed as a Corrections Deputy with the Snohomish County Sheriff's Office Corrections Department since September 2015. Corrections Deputies are members of a bargaining unit represented by the union, and Bickley paid an initiation fee and dues to become a member of the union. Bickley, a member of the Army Reserve, was called up for active duty in May 2018 and placed on military leave. Bickley returned to his post as a Corrections Deputy around March 2022. Bickley did not pay union dues during his time on military leave.

Shortly after his return to work, Bickley met with the second Vice President of the union, Glenn Blankenship, who is also a Corrections Deputy. Blankenship informed Bickley that he owed back dues for his time on military leave and presented him with a payroll deduction authorization card that would have granted permission for the County to deduct twice the amount of his regular dues from his paychecks until his back dues were repaid. Bickley was informed he owed \$3,700, and under the payroll deduction arrangement his debt would be paid off by March 7, 2025. Bickley shared that he thought this amount was excessive and would need to speak with a lawyer. Blankenship indicated that Bickley should get back to the union when he was able. At some future

¹ The preliminary ruling incorrectly referenced RCW 41.56.140, which covers unfair labor practice complaints against the employer and not the union.

date, during a lunchtime conversation, Blankenship asked Bickley if he had made a decision about his back dues; Bickley indicated he had not yet made a decision.

On July 17, 2022, Bickley received email notice of a work-related complaint occurring during his shift on July 4, 2022. Bickley believes he forwarded this email to union officers Blankenship, Charles Carrell, and Dave Dunlap, however this email was not received by any of the board members. Bickley cannot remember but believes he may have forwarded a second email about scheduling an investigation regarding the complaint to the union board members, though Bickley believes the scheduling may have been completed verbally. Bickley did not speak directly with any of the union members about the investigation nor ask for assistance. Bickley met with investigating Sergeant Matthew Brunskill on July 26, 2022, and was accompanied by a fellow officer, Corrections Deputy Kosnosky.

On August 11, 2022, Brunskill contacted Bickley by email indicating that a second meeting would be necessary and suggested it take place August 19, 2022. Brunskill informed Bickley, "You may have a guild representative present for this interview." Bickley forwarded this email to Carrell and Blankenship and included a statement saying, "Gentlemen, I just wanted to keep you advised of these meetings in case they were of interest to you." Carrell responded to Bickley, providing advice and a copy of a potentially relevant policy, and asked, "Is someone going in with you as a rep?" Carrell copied Blankenship on the email.

Bickley responded just to Carrell, informing him that Kosnosky had attended the first meeting with him and would be going to the second meeting as well. Carrell responded stating, "Ok, just an FYI that Deputy Kosnosky is not a Guild rep." Bickley ended up attending the second meeting with Shari Sigh, a Corrections Deputy, as Kosnosky was not available at the time of the meeting. Sigh, like Kosnosky, is a member of the bargaining unit but is not a member of the union.

Around the time of this second meeting, Bickley and Carrell spoke in person. Bickley believes that Carrell informed Bickley that the union could not assist Bickley until Bickley paid the owed \$3,700. Carrell does not believe he said this to Bickley. Bickley had a third investigatory meeting on September 5, 2022, which Sigh also attended. Bickley believes he "always informed somebody

[on the union board] either verbally or [by] forwarding the email” about each investigatory meeting.

On September 15, 2022, Captain David Hall sent an email to Bickley, Carrell, and the union’s main email address and copied Major Alonzo Downing and Captain Robert Ogawa. The email contained a notice to Bickley that a pre-disciplinary hearing would be held on September 20, 2022. Hall provided Bickley with a copy of the investigation and informed Bickley that he was allowed to bring a union representative to the hearing.

On September 20, 2022, Bickley emailed Carrell “officially requesting to grieve the 1-year letter of reprimand.” Carrell responded the next day informing Bickley that the union does not fill out grievances for individuals and asked Bickley to come speak with him so that Carrell could explain the grievance process. Bickley remembers that during the resulting conversation Carrell referred Bickley to the collective bargaining agreement (CBA), however Bickley was not able to understand the process outlined in the CBA because he believed it used “vague legalese terminology.” Bickley again asked the union for assistance, but the union again referred him back to the CBA. Bickley was able to fill out the appropriate grievance paperwork, which he emailed to the union on September 29, 2022, and Carrell forwarded the grievance to Jamie Kane, then Chief of the department, and Kane’s assistant, Beth Taylor, on September 30, 2022.

On October 4, 2022, immediately upon his arrival at work, Bickley was informed that he needed to attend a meeting, and staff were assigned to cover his post. On his way to the meeting, Bickley passed Carrell, who informed him, “Deputy Woods is over there to represent you or to talk to you.” When Bickley arrived at the meeting room, John Woods, who is both a fellow Deputy and the Union Treasurer, was standing by the door. Woods had been asked earlier that day by Lieutenant Daniel Stites, who is not part of the bargaining unit, if Woods could be available to attend a pre-disciplinary hearing, and Woods agreed and stayed after his shift for the meeting. Bickley remembers that Woods informed Bickley that he would attend the meeting as his representative if Bickley paid the owed \$3,700. Bickley walked down the hall for a drink of water at which time he encountered Sigh and asked her to come speak with Woods and attend the meeting. Woods remembers that he did not mention the owed \$3,700 and only offered to be Bickley’s union

representative at the meeting. Bickley questioned Woods about what representation he would provide, and Woods stated he would be witnessing the meeting but could not participate and was not very familiar with Bickley's situation. Sigh's memory of this incident is unclear. She knows she was witness to part of the conversation between Woods and Bickley and that Downing was impatient to begin the meeting. Sigh does not remember if Bickley asked her to join the conversation or if someone else asked her. Sigh does not remember hearing Woods ask about the \$3,700 owed dues or Bickley asking Woods about what type of representation Woods could provide. Eventually Bickley and Sigh attended the meeting without Woods.

On October 11, 2022, Woods emailed Bickley the following:

I know there has been a lot going on with you lately with management/guild issues. The other day when you had a meeting with management, I offered to stand by with you as a guild board representative. I understand it was a short notice meeting. At that time you declined me as a guild rep, which is your decision. I just want you to know the guild will support/ represent you if you want (at this time.) We can discuss your status in the guild (in good standing) in the future and in person. I will attempt to follow up with you in person.

At some point soon after this email was sent, Woods and Bickley spoke in person, and Bickley informed Woods that he would not be paying the owed dues.

Taylor sent an email informing Bickley that Hall and Downing would be hearing the Step 1 grievance and that the meeting was scheduled for October 17, 2022. Hall and Downing were copied on the email. Bickley responded just to Taylor asking if he was allowed to bring legal representation to the meeting and whether he was able to record the meeting. Hall responded to the email, copying Taylor and Downing, and stated, "No, you are not permitted an outside attorney for a grievance hearing, I would refer you to your collective bargaining agreement. Also, recording the grievance hearing will not be permitted." Hall sent a follow up email soon after writing, "Also, I see that the SCCG leadership has been excluded from these communications. Is it your intention to proceed without guild representation?" Hall copied several members of union leadership on this follow up email.

Bickley responded a week later, on the morning of the scheduled meeting, copying all the email addresses included in Hall's response email, writing:

I have been without Guild representation thus far, at this time there are no changes to that. Are you going to permit me to bring either C/D Kosnosky or C/D Sigh for a witness, as they have demonstrated support for me since this administrative investigation started?

Hall responded that Bickley could "bring a guild representative regardless of 'rep' status." Later that day, Carrell responded to Hall, copying everyone from the earlier correspondence, including Bickley, and addressed Major Downing. Carrell stated that Carrell was scheduled to work during the swing shift and could act as Bickley's union representative if Bickley changed his mind.

Approximately a half hour after Carrell's email, Downing replied to the same set of email addresses. In his reply, Downing—relying on a statement Bickley had made during the October 4, 2022 meeting that the union had refused to represent him—chastised Carrell for not speaking with Bickley prior to the meeting. Carrell promptly responded to all email recipients, including Bickley, informing Downing that the union had spoken with Bickley and that Bickley had declined representation. Carrell also pointed out that Woods had attempted to provide representation to Bickley at the meeting and Bickley declined. Carrell restated that he was available if Bickley changed his mind about union representation.

ANALYSIS

Applicable Legal Standard(s)

It is an unfair labor practice for a union to interfere with, restrain, or coerce public employees in the exercise of their rights. RCW 41.56.150(1). The duty of fair representation originated with United States Supreme Court decisions, holding that an exclusive bargaining representative has the duty to fairly represent all of those for whom it acts, without discrimination. *Steele v. Louisville & Nashville Railroad Co.*, 323 U.S. 192 (1944). The duty of fair representation arises from the rights and privileges held by a union when it is certified or recognized as the exclusive bargaining representative under a collective bargaining statute. *C-TRAN (Amalgamated Transit Union,*

Local 757), Decision 7087-B (PECB, 2002) (citing *City of Seattle (IFPTE, Local 17)*, Decision 3199-B (PECB, 1991)).

The Commission is vested with authority to ensure that exclusive bargaining representatives safeguard employee rights. The Commission does not assert jurisdiction to remedy violations of collective bargaining agreements through the unfair labor practice provisions of the statute and does not assert jurisdiction over breach of duty of fair representation claims arising exclusively out of the processing of contractual grievances. *Bremerton School District*, Decision 5722-A (PECB, 1997). While the Commission does not assert jurisdiction over “breach of duty of fair representation” claims arising exclusively out of the processing of contractual grievances, the Commission does process other types of “breach of duty of fair representation” complaints against unions. *City of Port Townsend (Teamsters Local 589)*, Decision 6433-B (PECB, 2000).

A union breaches its duty of fair representation when its conduct is more than merely negligent; its actions must be arbitrary, discriminatory, or in bad faith, or be based on considerations that are irrelevant, invidious, or unfair. *City of Redmond (Redmond Employees Association)*, Decision 886 (PECB, 1980); *Vaca v. Sipes*, 386 U.S. 171, 178 (1967). The employee claiming a breach of the duty of fair representation has the burden of proof. *City of Renton (WSCCCE)*, Decision 1825 (PECB, 1984).

In *Allen v. Seattle Police Officers’ Guild*, 100 Wn.2d 361, 375 (1983), the Washington State Supreme Court adopted three standards to measure whether a union has breached its duty of fair representation:

1. The union must treat all factions and segments of its membership without hostility or discrimination.
2. The broad discretion of the union in asserting the rights of its individual members must be exercised in complete good faith and honesty.
3. The union must avoid arbitrary conduct.

Each of these requirements represents a distinct and separate obligation.

While an exclusive bargaining representative has the obligation to provide fair representation, the courts have recognized a wide range of flexibility in the standard to allow for union discretion in settling disputes. *Id.* at 375. There is no statutory requirement that a union must accomplish the goals of each bargaining unit member, and complete satisfaction of all represented employees is not expected. A union member's dissatisfaction with the level and skill of representation does not form the basis for a cause of action, unless the member can prove the union violated rights guaranteed in statutes administered by the Commission. *Dayton School District (Dayton Education Association)*, Decision 8042-A (EDUC, 2004).

Application of Standard(s)

In his complaint, Bickley argues that the union failed to meet its duty of fair representation when it failed to represent him during a disciplinary matter and grievance proceeding. However, as the record makes clear, the union never refused to represent Bickley, and in fact Bickley was the one who refused union representation.

Bickley believes his initial outreach to the union occurred when he forwarded the July 17, 2022 complaint notification to various union board members. While many emails were presented as evidence by both the complainant and respondent, this initial email was not offered. Additionally, the union board members have no recollection of receiving this email. Even if the email was sent, Bickley did not testify that he did anything other than forward the email; he did not ask the union for assistance.

Bickley testified that his second attempt to seek assistance from the union occurred when he informed the union that he was directed to attend an investigatory meeting about the complaint. However, Bickley was unable to recall whether the meeting was scheduled through email or verbally or how he informed the union of the meeting. Again, Bickley does not assert that he asked the union for assistance, let alone that he asked the union and the union rejected his request. Bickley chose to bring a bargaining unit, non-union member to the meeting rather than a union officer.

The first time there is a record of Bickley informing the union of the complaint and investigation process occurred when he forwarded a scheduling email for a second investigatory meeting. Here Bickley simply stated, "Gentlemen, I just wanted to keep you advised of these meetings in case they were of interest to you." This is not a request for assistance. Despite not requesting assistance, Carrell provided Bickley with advice about preparing for a second investigatory meeting, including sending relevant sections of department policies, and asked Bickley if he would have union representation with him at the meeting. Bickley informed him that a non-union member would be going.

Next, Bickley rejected union board representation at a pre-disciplinary Loudermill hearing on October 4, 2022, despite a union officer waiting outside the meeting room to accompany him. Bickley testified that Woods informed him that he would not be represented unless he paid the union \$3,700. Sigh testified that she did not hear much of this conversation and that she did not hear Woods ask for the \$3,700. Woods denies that he made such a statement.

I do not find Bickley's testimony about this October 4, 2022 conversation to be credible. During his testimony throughout the hearing, Bickley regularly could not remember important details such as dates of conversations, whether emails were sent, or whether certain conversations even took place. Additionally, at no point did the union ask Bickley to pay the \$3,700 as a lump sum but rather always sought reimbursement through monthly payments spread out over several years through a payroll deduction authorization form.

Bickley refused Woods' representation and again chose a non-union member to attend the meeting instead of a union representative. Finally, during a series of emails regarding Bickley's grievance hearing, all of which Bickley is copied on, Carrell repeatedly stated that Bickley rejected union representation but that the union was available to assist him should he change his mind. Bickley never challenged Carrell's statements, nor did he avail himself of the representation offered.

The complainant has failed to show that the union ever refused to provide him with representation or conditioned representation on payment of back dues. Instead, the record is replete with offers by the union to provide the complainant with representation that he rejected.

CONCLUSION

The complainant was unable to prove that the union breached its duty of fair representation and interfered with rights in violation of RCW 41.56.150(1). The complainant did not present adequate evidence to show that the union refused to represent Bickley or that it engaged in behavior that constituted arbitrary, discriminatory, or bad faith conduct. The case is dismissed.

FINDINGS OF FACT

1. Snohomish County is a public employer as defined by RCW 41.56.030(13).
2. The Snohomish County Corrections Guild is a bargaining representative within the meaning of RCW 41.56.030(2).
3. Bickley has been employed as a Corrections Deputy with the Snohomish County Sheriff's Office Corrections Department since September 2015. Corrections Deputies are members of a bargaining unit represented by the union, and Bickley paid an initiation fee and dues to become a member of the union.
4. Bickley, a member of the Army Reserve, was called up for active duty in May 2018 and placed on military leave. Bickley returned to his post as a Corrections Deputy around March 2022. Bickley did not pay union dues during his time on military leave.
5. Shortly after his return to work, Bickley met with the second Vice President of the union, Glenn Blankenship, who is also a Corrections Deputy. Blankenship informed Bickley that he owed back dues for his time on military leave and presented him with a payroll deduction authorization card that would have granted permission for the County to deduct twice the amount of his regular dues from his paychecks until his back dues were repaid. Bickley was informed he owed \$3,700, and under the payroll deduction arrangement his debt would be paid off by March 7, 2025. Bickley shared that he thought this amount was excessive and would need to speak with a lawyer. Blankenship indicated that Bickley should get back to the union when he was able. At some future date, during a lunchtime

conversation, Blankenship asked Bickley if he had made a decision about his back dues; Bickley indicated he had not yet made a decision.

6. On July 17, 2022, Bickley received email notice of a work-related complaint occurring during his shift on July 4, 2022. Bickley believes he forwarded this email to union officers Blankenship, Charles Carrell, and Dave Dunlap, however this email was not received by any of the board members. Bickley cannot remember but believes he may have forwarded a second email about scheduling an investigation regarding the complaint to the union board members, though Bickley believes the scheduling may have been completed verbally. Bickley did not speak directly with any of the union members about the investigation nor ask for assistance. Bickley met with investigating Sergeant Matthew Brunskill on July 26, 2022, and was accompanied by a fellow officer, Corrections Deputy Kosnosky.
7. On August 11, 2022, Brunskill contacted Bickley by email indicating that a second meeting would be necessary and suggested it take place August 19, 2022. Brunskill informed Bickley, "You may have a guild representative present for this interview." Bickley forwarded this email to Carrell and Blankenship and included a statement saying, "Gentlemen, I just wanted to keep you advised of these meetings in case they were of interest to you." Carrell responded to Bickley, providing advice and a copy of a potentially relevant policy, and asked, "Is someone going in with you as a rep?" Carrell copied Blankenship on the email.
8. Bickley responded just to Carrell, informing him that Kosnosky had attended the first meeting with him and would be going to the second meeting as well. Carrell responded stating, "Ok, just an FYI that Deputy Kosnosky is not a Guild rep." Bickley ended up attending the second meeting with Shari Sigh, a Corrections Deputy, as Kosnosky was not available at the time of the meeting. Sigh, like Kosnosky, is a member of the bargaining unit but is not a member of the union.
9. Around the time of this second meeting, Bickley and Carrell spoke in person. Bickley believes that Carrell informed Bickley that the union could not assist Bickley until Bickley

paid the owed \$3,700. Carrell does not believe he said this to Bickley. Bickley had a third investigatory meeting on September 5, 2022, which Sigh also attended. Bickley believes he “always informed somebody [on the union board] either verbally or [by] forwarding the email” about each investigatory meeting.

10. On September 15, 2022, Captain David Hall sent an email to Bickley, Carrell, and the union’s main email address and copied Major Alonzo Downing and Captain Robert Ogawa. The email contained a notice to Bickley that a pre-disciplinary hearing would be held on September 20, 2022. Hall provided Bickley with a copy of the investigation and informed Bickley that he was allowed to bring a union representative to the hearing.
11. On September 20, 2022, Bickley emailed Carrell “officially requesting to grieve the 1-year letter of reprimand.” Carrell responded the next day informing Bickley that the union does not fill out grievances for individuals and asked Bickley to come speak with him so that Carrell could explain the grievance process. Bickley remembers that during the resulting conversation Carrell referred Bickley to the collective bargaining agreement (CBA), however Bickley was not able to understand the process outlined in the CBA because he believed it used “vague legalese terminology.” Bickley again asked the union for assistance, but the union again referred him back to the CBA. Bickley was able to fill out the appropriate grievance paperwork, which he emailed to the union on September 29, 2022, and Carrell forwarded the grievance to Jamie Kane, then Chief of the department, and Kane’s assistant, Beth Taylor, on September 30, 2022.
12. On October 4, 2022, immediately upon his arrival at work, Bickley was informed that he needed to attend a meeting, and staff were assigned to cover his post. On his way to the meeting, Bickley passed Carrell, who informed him, “Deputy Woods is over there to represent you or to talk to you.” When Bickley arrived at the meeting room, John Woods, who is both a fellow Deputy and the Union Treasurer, was standing by the door. Woods had been asked earlier that day by Lieutenant Daniel Stites, who is not part of the bargaining unit, if Woods could be available to attend a pre-disciplinary hearing, and Woods agreed and stayed after his shift for the meeting.

13. Bickley remembers that Woods informed Bickley that he would attend the meeting as his representative if Bickley paid the owed \$3,700. Bickley walked down the hall for a drink of water at which time he encountered Sigh and asked her to come speak with Woods and attend the meeting. Woods remembers that he did not mention the owed \$3,700 and only offered to be Bickley's union representative at the meeting. Bickley questioned Woods about what representation he would provide, and Woods stated he would be witnessing the meeting but could not participate and was not very familiar with Bickley's situation.
14. Sigh's memory of this incident is unclear. She knows she was witness to part of the conversation between Woods and Bickley and that Downing was impatient to begin the meeting. Sigh does not remember if Bickley asked her to join the conversation or if someone else asked her. Sigh does not remember hearing Woods ask about the \$3,700 owed dues or Bickley asking Woods about what type of representation Woods could provide. Eventually Bickley and Sigh attended the meeting without Woods.
15. On October 11, 2022, Woods emailed Bickley the following:

I know there has been a lot going on with you lately with management/guild issues. The other day when you had a meeting with management, I offered to stand by with you as a guild board representative. I understand it was a short notice meeting. At that time you declined me as a guild rep, which is your decision. I just want you to know the guild will support/ represent you if you want (at this time.) We can discuss your status in the guild (in good standing) in the future and in person. I will attempt to follow up with you in person.
16. At some point soon after this email was sent, Woods and Bickley spoke in person, and Bickley informed Woods that he would not be paying the owed dues.
17. Taylor sent an email informing Bickley that Hall and Downing would be hearing the Step 1 grievance and that the meeting was scheduled for October 17, 2022. Hall and Downing were copied on the email. Bickley responded just to Taylor asking if he was allowed to bring legal representation to the meeting and whether he was able to record the meeting. Hall responded to the email, copying Taylor and Downing, and stated, "No, you are not permitted an outside attorney for a grievance hearing, I would refer you to your collective

bargaining agreement. Also, recording the grievance hearing will not be permitted.” Hall sent a follow up email soon after writing, “Also, I see that the SCCG leadership has been excluded from these communications. Is it your intention to proceed without guild representation?” Hall copied several members of union leadership on this follow up email.

18. Bickley responded a week later, on the morning of the scheduled meeting, copying all the email addresses included in Hall’s response email, writing:

I have been without Guild representation thus far, at this time there are no changes to that. Are you going to permit me to bring either C/D Kosnosky or C/D Sigh for a witness, as they have demonstrated support for me since this administrative investigation started?

19. Hall responded that Bickley could “bring a guild representative regardless of ‘rep’ status.” Later that day, Carrell responded to Hall, copying everyone from the earlier correspondence, including Bickley, and addressed Major Downing. Carrell stated that Carrell was scheduled to work during the swing shift and could act as Bickley’s union representative if Bickley changed his mind.
20. Approximately a half hour after Carrell’s email, Downing replied to the same set of email addresses. In his reply, Downing— relying on a statement Bickley had made during the October 4, 2022 meeting that the union had refused to represent him—chastised Carrell for not speaking with Bickley prior to the meeting. Carrell promptly responded to all email recipients, including Bickley, informing Downing that the union had spoken with Bickley and that Bickley had declined representation. Carrell also pointed out that Woods had attempted to provide representation to Bickley at the meeting and Bickley declined. Carrell restated that he was available if Bickley changed his mind about union representation.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under chapter 41.56 RCW and chapter 391-45 WAC.

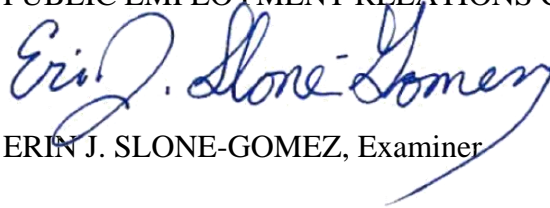
2. As described in finding of facts 2 through 20, the union did not interfere with employee rights in violation of RCW 41.56.150(1) by breaching its duty of fair representation by not filing a grievance on behalf of the complainant.

ORDER

The complaint charging unfair labor practices filed in the above-captioned matter is dismissed.

ISSUED at Olympia, Washington, this 25th day of March, 2024.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in blue ink that reads "Erin J. Slone-Gomez". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

ERIN J. SLONE-GOMEZ, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.