

Introduction to OE Federal Credit Union: Critical Analysis Under ERISA (Revised)

Institutional Overview and Regulatory Concerns

OE Federal Credit Union (OEFUCU) operates as a financial institution maintaining accounts for multiple International Union of Operating Engineers (IUOE) Local 302 employee benefit plans governed by ERISA. Documentary evidence shows OEFUCU administers or holds assets for at least fifteen (15) distinct ERISA-covered plans associated with EIN 91-0257483, 91-0268531, 91-6028570, and 93-6022485, collectively representing hundreds of millions in plan assets serving over 10,000 participants.

Physical Location and Zoning Irregularities

OEFUCU's Gladstone branch operates from **805 East Berkeley Street, Gladstone, Oregon 97027**—a property raising significant regulatory compliance questions:

Property Characteristics:

- Single-family residential structure (3 bedrooms, 1 bathroom, 1,118 square feet)
- Built in 1962 on a 6,737 square foot residential lot
- Zoned exclusively for residential use, not commercial or financial services
- Estimated market value: \$403,400 (residential valuation)
- Located in residential neighborhood, not commercial district

Operational Configuration: Evidence indicates this residential property has been converted for credit union operations, with garage space partitioned and retrofitted as an improvised teller station and transaction area. This makeshift financial services facility operates under the guise of a legitimate credit union branch while housed in a structure lacking proper commercial zoning, adequate security infrastructure, or compliance with banking facility standards.

Geographic Proximity: The property is approximately three (3) minutes' drive (0.7 miles) from both IUOE Local 302 administrative offices and the AGC pension office. This proximity suggests potential operational entanglement between the credit union, union administration, and pension plan management that may implicate ERISA's prohibited transaction rules.

ERISA Compliance Concerns & Financial Data Assumption

Operating ERISA plan asset accounts through a residential property raises serious questions under Department of Labor Plan Asset Regulations (29 CFR § 2510.3-101). These concerns are heightened by the handling of specific member-directed funds, such as the assumed Vacation Savings contributions.

Vacation Savings Contribution Assumption: For IUOE members working full-time plus overtime over a 19-year period, the estimated contributions to the dedicated Vacation Savings fund administered by OEFUCU are assumed to be structured as follows:

- **Employer Contribution:** \$1.25 per hour

- **Employee/Wage Deduction:** \$6.25 per hour
- **Total Hourly Contribution:** \$7.50 per hour

This per-hour amount, accumulated over nearly two decades of work (including regular and overtime hours), represents a significant personal asset that must be managed with absolute fiduciary prudence. The reference point of **\$4,565** is noted as an incorrect total, confirming that the focus should be on the correct **hourly rate basis** for calculating the total value of these specific member funds.

29 U.S.C. § 1104(a)(1)(A) - Prudent Person Standard: Fiduciaries must discharge duties "with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a capacity and familiar with such matters would use." Operating a financial institution handling millions in plan assets, including mandatory cash-benefit contributions, from an improperly zoned residential garage conversion fundamentally questions whether such arrangements meet the prudent person standard.

29 U.S.C. § 1104(a)(1)(B) - Exclusive Purpose Rule: Plan assets must be managed "for the exclusive purpose of providing benefits to participants and their beneficiaries." Using a residential property as a financial services facility suggests cost-cutting measures prioritizing administrative convenience over participant protection and proper fiduciary infrastructure.

29 U.S.C. § 1106(a) - Prohibited Transactions: The close geographic and operational relationship between OEFCU, union administration, and pension management, combined with the unconventional facility arrangement, raises prohibited transaction concerns under ERISA § 406, particularly regarding transactions between plans and parties in interest.

Transparency and Disclosure Failures

Documentary evidence reveals systematic obstruction by OEFCU regarding participant inquiries:

ERISA § 104(b)(4) - 29 U.S.C. § 1024(b)(4): Plan administrators must furnish requested documents to participants within thirty (30) days. Phone records demonstrate OEFCU's explicit refusal to provide basic account closure documentation to a named beneficiary, demanding a court order for information routinely available under ERISA's mandatory disclosure provisions.

ERISA § 502(c)(1) - 29 U.S.C. § 1132(c)(1): Failure to comply with document requests subjects administrators to penalties up to \$110 per day (as adjusted). OEFCU employee "Debbie's" refusal to provide written confirmation or PDF documentation on May 23, 2025, constitutes clear violation of statutory disclosure obligations.

Conclusion

The totality of circumstances—a credit union operating from a converted residential garage, managing substantial ERISA plan assets, including assumed member-directed cash benefit funds (Vacation Savings), located minutes from union and pension offices, while systematically refusing mandated documentation—presents a troubling pattern of potential fiduciary misconduct, regulatory evasion, and participant rights violations demanding comprehensive investigation under ERISA's enforcement provisions.

instructions received by email should be confirmed by telephone at a known or independently-confirmed number, or in person. DO NOT use the telephone number at the bottom of any email containing wire instructions.

Thank you.

On Oct 23, 2024, at 12:06 PM, Michelle Warren
<shellby6688@gmail.com> wrote:

----- Forwarded message -----

From: **Larraine Williams** <LWilliams@oefederal.org>

Date: Fri, Oct 18, 2024, 8:25 AM

Subject: Regarding the Estate of Robert Smith

To: shellby6688@gmail.com <shellby6688@gmail.com>

Good Morning,

My name is Larraine and I work in the deceased department. We received your request regarding the Estate of Robert Smith. I have reviewed the documents provided and after reviewing the documents we have on file here at OE Federal, it seems there is a beneficiary listed that would be priority before we would be able to accept your documents. Given that you are administrator, would you be able to provide us contact information for Brittany Smith, it states relationship is daughter? If the daughter is no longer with us, then we will need death certificate for that, to proceed forward with your documents. If she is with us, that is who would be able to proceed with regarding funds. In regards to account. No activity has taken place in this account since before Roberts passing. The account is dormant. Thank you in advance for you help.

8:44 

 5Guc 80

< **+1 503-655-5462**

Oe Fcu

Friday, May 23

 **4:59 PM**
Incoming call, 2 mins 56 sec

Thursday, May 22

 **4:11 PM**
Outgoing call, 3 mins 12 sec

**Add a name to a number
without creating a contact.**

EXHIBIT W-1: Phone Records Confirming OEFCU Communication Refusal

The following image documents two phone calls between Plaintiff and OE Federal Credit Union:

- May 22, 2025 - 4:11 PM (3m 12s): Plaintiff contacted OEFCU to request a closure statement or written documentation regarding the survivor account previously disbursed to her as named beneficiary.

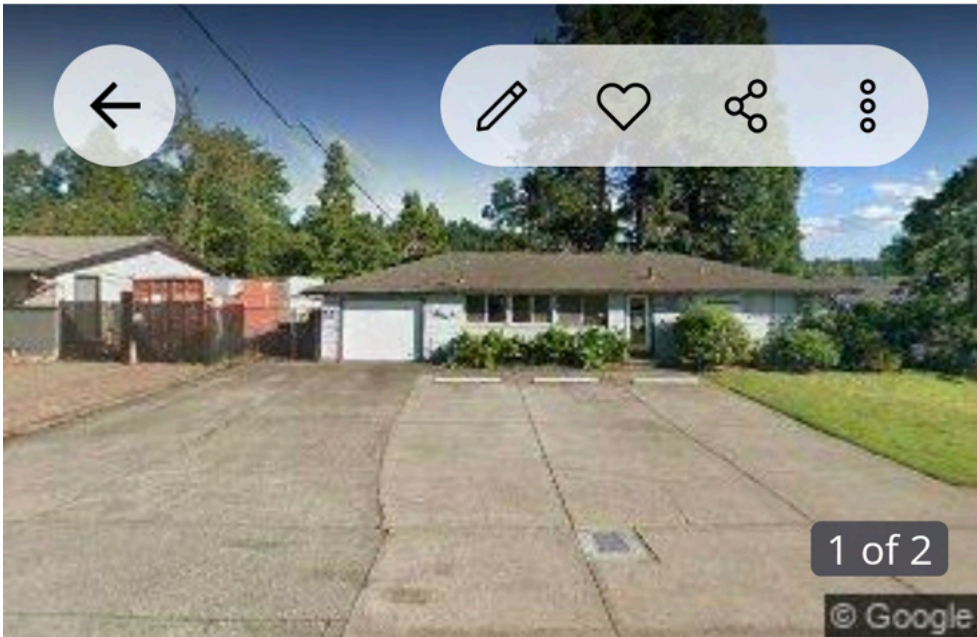
- May 23, 2025 - 4:59 PM (2m 56s): OEFCU employee "Debbie" returned Plaintiff's call and explicitly stated that a court order would be required to obtain any written confirmation. She refused to provide documentation via email, and denied Plaintiff's request for a PDF or letterhead statement summarizing OEFCU's position.

These phone logs directly corroborate Plaintiff's allegations of fiduciary obstruction, concealment, and denial of access to basic account closure information, despite Plaintiff being the lawful, named beneficiary.

This refusal further supports claims under ERISA § 104(b)(4) and § 502(c)(1), and illustrates OEFCU's bad faith posture as a third-party financial entity handling survivor benefit assets.

OEFCU Linked IUOE Plans – Assets & Participants

EIN	Plan Name	Min Assets	Max Assets	Max Participants
910257483 Name: 0, dtype: object	INT'L UNION OF OPERATING ENGINEERS LOCAL 302 A... Name: ...	\$731,828	\$1,405,199	45
910257483 Name: 1, dtype: object	INTERNATIONAL UNION OF OPERATING ENGINEERS LCL... Name: ...	—	—	0
910257483 Name: 2, dtype: object	INTERNATIONAL UNION OF OPERATING ENGINEERS LOC... Name: ...	\$2,130,857	\$2,382,373	56
910257483 Name: 3, dtype: object	INTERNATIONAL UNION OF OPERATING ENGINEERS LOC... Name: ...	—	—	10641
910257483 Name: 4, dtype: object	INTERNATIONAL UNION OF OPERATING ENGINEERS LO... Name: ...	—	—	10591
910257483 Name: 5, dtype: object	International Union of Operating Engineers Loc... Name: ...	—	—	10742
910257483 Name: 6, dtype: object	International Union of Operating Engineers Loc... Name: ...	—	—	0
910257483 Name: 7, dtype: object	International Union of Operating Engineers Loc... Name: ...	—	—	0
910257483 Name: 8, dtype: object	International Union of Operating Engineers Loc... Name: ...	\$2,360,571	\$2,943,845	59
910257483 Name: 9, dtype: object	International Union of Operating Engineers Loc... Name: ...	\$2,019,016	\$2,019,016	57
910257483 Name: 10, dtype: object	International Union of Operating Engineers Loc... Name: ...	\$1,390,821	\$1,781,159	53
910268531 Name: 11, dtype: object	International Union of Operating Engineers Loc... Name: ...	—	—	2544
916028570 Name: 12, dtype: object	LOCALS 302 & 612 INTL UNION OF OPERATING ENGIN... Name: ...	\$195,379,365	\$327,315,925	11375
936022485 Name: 13, dtype: object	AGC - INTERNATIONAL UNION OF OPERATING ENGINEE... Name: ...	\$32,053,770	\$78,671,413	2249
936022485 Name: 14, dtype: object	AGC INTERNATIONAL UNION OF OPERATING ENGINEERS... Name: ...	—	—	0



Street View

Photos

● Off market

Zestimate®: \$403,400

3 beds 1 bath 1,118 sqft

805 E Berkeley St, Gladstone, OR 97027

Get a cash offer in 3 minutes

\$403,400

Estimated market value

Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer.

[Claim home](#)

[Get a cash offer](#)
In just 3 mins, no obligation

has 3 bedrooms and 1.0 bathrooms. This home is located at 807 E Berkeley St Gladstone, OR 97027.



Show more

Facts & features



\$403,400 Zestimate®



Single family



\$361/sqft



Built in 1962



\$-- HOA



6,737 sqft lot

Show more

Price & tax history

Price history

Tax history

2/16/2001

Sold

\$87,000

11/1/1996

Sold

\$87,000

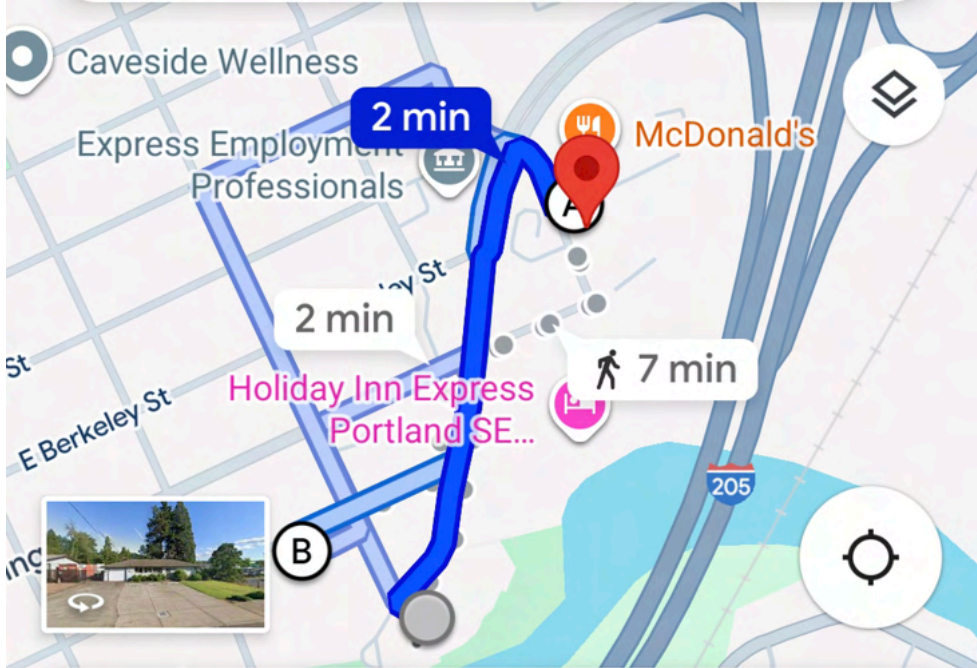
Claim home

Get a cash offer

In just 3 mins, no obligation



- AGC - International Union of Oper... ⋮
- OE Federal Credit Union, 805 E Be...
- 📍 International Union of Operating E...



Drive

🚗 5 min
🚝 -
🚶 14 min
🚲 4 min

5 min (0.7 mi)

Fastest route now due to traffic conditions

🅑 Easy

Also consider

🚶 14 min

via 82nd Dr >

>> Preview

➕ Add stops

🔗 Share



GLADSTONE BRANCH

805 East Berkeley Street
Gladstone, OR 97027

[Get Directions](#)

Phone: [503-655-5462](tel:503-655-5462)

Email: Branch-Gladstone@oefederal.org

REGULAR LOBBY HOURS:

Mon: 9:00am - 1:00pm & 2:00pm - 5:00pm

Tue: 9:00am - 1:00pm & 2:00pm - 5:00pm

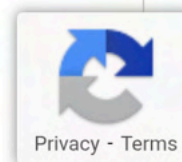
Wed: 9:00am - 1:00pm & 2:00pm - 5:00pm

Thu: 9:00am - 1:00pm & 2:00pm - 5:00pm



9:00am - 1:00pm & 2:00pm - 5:00pm

[More Info](#)



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7
8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 BRITTNEY C. BOYD, individually and as
12 sole heir to the Estate of Robert Delane Smith,

13 Plaintiff,

14 vs.

15 IUOE LOCALS 302 & 612 PENSION
16 TRUST; AGC-IUOE LOCAL 701 PENSION
17 TRUST FUND; CENTRAL PENSION FUND
18 OF THE IUOE; WELFARE & PENSION
19 ADMINISTRATION SERVICE, INC.
20 (WPAS); NESS & CAMPBELL CRANE,
21 INC.; JAMES ANDERSON; JOHN J.
22 ANDERSON; SCOTT ANDERSON;
23 MELISSA SAVAGE; LINDA JOSEPHSON,
24 ESQ.; JOHN HANCOCK LIFE INSURANCE
25 COMPANY; OE FEDERAL CREDIT
26 UNION (OEFCU); ULLICO INC.;
(Additional Party, Sheryl Ann Cash, named in
Count IV for equitable relief only),

Defendants.

Case No. 2:25-cv-01225-LK

DEFENDANT OPERATING
ENGINEERS LOCAL UNION NO 3
FEDERAL CREDIT UNION'S ANSWER
TO PLAINTIFF'S FOURTH AMENDED
COMPLAINT

23 COMES NOW Defendant Operating Engineers Local Union No. 3 Federal Credit Union
24 ("OEFCU"), improperly named in Plaintiff's Fourth Amended Complaint ("Complaint") as "OE
25 Federal Credit Union," by and through its counsel of record, Wilson Elser Moskowitz Edelman &
26

1 Dicker, LLP, and by way of Answer to the Complaint, states and alleges as follows:

2 **I. INTRODUCTION**

3 1. OEFCU denies the allegations contained in paragraph 1 of the Complaint insofar
4 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
5 sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the
6 Complaint to the extent said allegations relate to others.
7

8 2. OEFCU denies the allegations contained in paragraph 2 of the Complaint insofar
9 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
10 sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the
11 Complaint to the extent said allegations relate to others.
12

13 3. OEFCU denies the allegations contained in paragraph 3 of the Complaint insofar
14 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
15 sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the
16 Complaint to the extent said allegations relate to others.
17

18 **II. JURISDICTION AND VENUE**

19 4. Paragraph 4 of the Complaint contains legal conclusions to which no response is
20 required. To the extent OEFCU must respond, OEFCU denies the same.
21

22 5. Paragraph 5 of the Complaint contains legal conclusions to which no response is
23 required. To the extent OEFCU must respond, OEFCU denies the same.
24

25 6. OEFCU is without knowledge or information sufficient to form a belief as to the
26 truth of the allegations contained in paragraph 6 of the Complaint, and therefore denies the same.

7. OEFCU is without knowledge or information sufficient to form a belief as to the

1 truth of the allegations contained in paragraph 7 of the Complaint, and therefore denies the same.

2 8. OEFCU is without knowledge or information sufficient to form a belief as to the
3 truth of the allegations contained in paragraph 8 of the Complaint, and therefore denies the same.

4 9. OEFCU is without knowledge or information sufficient to form a belief as to the
5 truth of the allegations contained in paragraph 9 of the Complaint, and therefore denies the same.

6 10. OEFCU is without knowledge or information sufficient to form a belief as to the
7 truth of the allegations contained in paragraph 10 of the Complaint, and therefore denies the same.

8 11. OEFCU is without knowledge or information sufficient to form a belief as to the
9 truth of the allegations contained in paragraph 11 of the Complaint, and therefore denies the same.

10
11 **III. FACTUAL ALLEGATIONS**

12 12. OEFCU denies the allegations contained in paragraph 12 of the Complaint insofar
13 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
14 sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the
15 Complaint to the extent said allegations relate to others.

16 13. OEFCU denies the allegations contained in paragraph 13 of the Complaint insofar
17 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
18 sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the
19 Complaint to the extent said allegations relate to others.

20 14. OEFCU is without knowledge or information sufficient to form a belief as to the
21 truth of the allegations contained in paragraph 14 of the Complaint, and therefore denies the same.

22 15. OEFCU is without knowledge or information sufficient to form a belief as to the
23 truth of the allegations contained in paragraph 15 of the Complaint, and therefore denies the same.

1 **COUNT II: BREACH OF FIDUCIARY DUTY & ASSET MISAPPROPRIATION**
2 **(Against All Fiduciary Defendants) (ERISA § 404 & § 406)**

3 23. OEFCU denies the allegations contained in paragraph 23 of the Complaint insofar
4 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
5 sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the
6 Complaint to the extent said allegations relate to others.

7 **COUNT III: FAILURE TO PROVIDE REQUESTED DOCUMENTS (Against**
8 **WPAS, Plan Trusts, Josephson, Savage, OEFCU, Ness & Campbell Crane, Inc.)**
9 **(ERISA § 502(c)(1))**

10 24. OEFCU denies the allegations contained in paragraph 24 of the Complaint insofar
11 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
12 sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the
13 Complaint to the extent said allegations relate to others.

14 25. OEFCU denies the allegations contained in paragraph 25 of the Complaint insofar
15 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
16 sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the
17 Complaint to the extent said allegations relate to others.

18 **COUNT IV: EQUITABLE RELIEF / RECOVERY OF MISAPPROPRIATED**
19 **ASSETS (ERISA § 502(a)(3) – Imposing Constructive Trust on Assets held by**
20 **Sheryl Ann Cash)**

21 26. OEFCU denies the allegations contained in paragraph 26 of the Complaint insofar
22 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
23 sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the
24 Complaint to the extent said allegations relate to others.

25 //

1 **COUNT V: INTERFERENCE WITH PROTECTED RIGHTS (Against All**
2 **Fiduciary Defendants) (ERISA § 510)**

3 27. OEFCU denies the allegations contained in paragraph 27 of the Complaint insofar
4 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
5 sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the
6 Complaint to the extent said allegations relate to others.

7 **COUNT VI: EQUITABLE RELIEF AND SURCHARGE (Against All Fiduciary**
8 **Defendants) (ERISA § 502(a)(3))**

9 28. OEFCU denies the allegations contained in paragraph 28 of the Complaint insofar
10 as the allegations are directed against OEFCU. OEFCU is without knowledge or information
11 sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the
12 Complaint to the extent said allegations relate to others.

13 **V. PLAINTIFF’S PRAYER FOR RELIEF**

14 OEFCU denies Plaintiff’s Prayer for relief, paragraphs (A) – (F) in its entirety.

15 **VI. DEFENDANT OEFCU’S AFFIRMATIVE DEFENSES**

16 By way of further answer to Plaintiff’s Complaint, without admitting any matters
17 previously denied, Defendant OEFCU hereby states and alleges the following affirmative
18 defenses:
19

- 20 1. **Failure to State a Claim:** Plaintiff’s complaint, including any claim for relief
21 therein, fails to state facts sufficient to constitute a claim for relief.
22
23 2. **Joinder:** Plaintiff has failed to join necessary and indispensable parties to be
24 determined in the course of discovery.
25 3. **Standing:** Plaintiff may lack standing to assert some or all of the claims asserted in
26

1 the Complaint insofar as they are asserted against Defendant.

2 4. **Venue:** Venue may be improper in this Court.

3 5. **Lack of Jurisdiction:** The Court lacks personal and general jurisdiction over
4 Defendant and lacks subject matter jurisdiction over the subject matter of Plaintiff's claims.

5 6. **Improper Service:** Plaintiff's claims may be dismissed for lack of service and
6 insufficiency of service of process.

7 7. **Res Judicata, Collateral Estoppel:** Plaintiff's claims may be barred by the
8 doctrines of res judicata or collateral estoppel.

9 8. **Proximate Cause:** Plaintiff's damages, if any, were proximately caused in whole
10 or in part by the conduct of third-persons or entities including, but not limited to, fellow servants,
11 employers, co-defendants, and entities or persons not named in this action, over which this
12 defendant exercised no control or right of control.

13 9. **Nonparty Fault:** Defendant hereby places at issue the negligence, fault, and
14 responsibility of all persons and entities who contributed in any degree to the injuries, damages
15 and/or losses alleged to have been sustained in proportion to each person or entity's degree of
16 negligence, fault, or responsibility. Judgment against Defendant, if any, should be reduced to an
17 amount that represents Defendant's proportionate share of Plaintiff's total damages, if any such
18 damages exist. The identity of nonparties at fault is unknown to Defendant at this time and
19 Defendant reserves the right to identify them after they become known.

20 10. **Statute of Limitations:** Plaintiff's claims for relief are barred by the relevant
21 statutes of limitations.

22 11. **Laches, Waiver, Estoppel:** Plaintiff's claims may be barred by the doctrine of
23
24
25
26

1 laches, waiver, or estoppel.

2 12. **Comparative Fault/Negligence:** Plaintiff's damages, if any, were actually and
3 proximately caused by the negligence, fault, breach of contract and/or strict liability of Plaintiffs
4 or other defendants, firms, persons, corporations, unions, employers and entities other than
5 answering defendant, and that said negligence, fault, breach of contract and/or strict liability
6 comparatively reduces the percentage of any negligence, fault, breach of contract and/or strict
7 liability for which answering defendant is legally responsible, which liability answering defendant
8 expressly denies.

9
10 13. **Superseding / Intervening Cause:** Plaintiff's damages, if any, were solely caused
11 by an unforeseeable, independent, intervening and/or superseding event beyond the control and
12 unrelated to any conduct of this answering defendant. This answering defendant's actions, if any,
13 were superseded by the negligence and wrongful conduct of others.

14
15 14. **Unjust Enrichment:** Plaintiff's claims for relief are barred by the principle of
16 unjust enrichment.

17 15. **Offset:** Defendant is entitled to an offset from any award to Plaintiff and/or
18 recovery of money previously paid and/or to be paid to Plaintiff for costs and fees expended.

19 16. **Failure to Mitigate:** Plaintiff failed to mitigate some or all of Plaintiff's losses and
20 accordingly should be estopped from recovering those losses, which could or should have been
21 mitigated.

22
23 17. **Lack of Privity:** Plaintiff's claims are barred, in whole or in part, because there did
24 not exist at any time material to this action, warranties, either express or implied, between
25 Defendant and Plaintiff.

1 18. Defendant asserts and incorporates as if fully set forth herein, all affirmative
2 defenses pled by co-defendants.

3 19. Defendant reserves the right to amend these affirmative defenses and to assert
4 additional defenses as this litigation develops and new information is discovered.

5 **VII. DEFENDANT OEFCU'S PRAYER FOR RELIEF**

6 WHEREFORE, having fully answered Plaintiff's Complaint and having asserted
7 affirmative defenses, the answering Defendant hereby requests the following relief:
8

- 9 1. For dismissal with prejudice of all claims and causes of action asserted by Plaintiff;
10 2. For an award of costs and attorneys' fees as provided for or allowed by law; and
11 3. For all such other relief as the Court deems just and equitable.
12

13
14 DATED December 19, 2025.

WILSON ELSER MOSKOWITZ
EDELMAN & DICKER LLP

15
16
17 By: */s/ Max Wesemann*

18 Dirk Muse, WSBA # 28911
19 Maxwell Wesemann, WSBA #59080
20 520 Pike Street, Suite 2350
21 Seattle, WA 98101
22 Telephone: 206.709.5900
23 Facsimile: 206.709.5901
24 Dirk.Muse@wilsonelser.com
25 Maxwell.Wesemann@wilsonelser.com
26

*Attorneys for Defendant Operating Engineers
Local Union No. 3 Federal Credit Union*

1 **CERTIFICATE OF SERVICE**

2 I declare under penalty of perjury under the laws of the State of Washington that on
3 December 19, 2025, I electronically filed the foregoing with the Clerk of the Court using the
4 CM/ECF System which in turn automatically generated a Notice of Electronic Filing (NEF) to
5 all parties in the case who are registered users of the CM/ECF system. I further certify that I
6 mailed a copy of this Notice of Appearance to Plaintiff as follows via U.S. First Class Mail and
7 also served all below parties via email:

8 Rishabh R Agny
9 FORSBERG & UMLAUF (SEA)
10 401 UNION ST
11 STE 1400
12 SEATTLE, WA 98101
13 206-689-8500
14 206-689-8501 (fax)
15 ragny@foum.law
16 *Attorney for ULICO Inc.*

17 Leslie M Coughran
18 BARLOW COUGHRAN MORALES &
19 JOSEPHSON PS
20 1325 FOURTH AVE STE 910
21 SEATTLE, WA 98101-2573
22 206-224-9900
23 206-224-9820 (fax)
24 lesc@bcmjlaw.com
25 *Attorney AGC – IOUE Local 701 Pension
26 Trust Fund*

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15 STE 190
16 SPOKANE, WA 99201
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18 209-325-1425 (fax)
19 jpewers@tsglaw.net
20 *Attorney for IOUE Locals 302 & 612
21 Pension Trust*

22 Darien S Loiselle
23 SOKOL LARKIN WAGNER & STORTI LLC
24 4380 S MACADAM AVE
25 STE 530
26 PORTLAND, OR 97239
503-221-0699
dloiselle@sokol-larkin.com
Attorney for Ness & Campbell Crane Inc.

19 Brittney C. Boyd
20 30 NE Dogwood St.
21 Issaquah, WA 98027
22 Brittneyboyd321@gmail.com
23 *Plaintiff*

24 Executed on December 19, 2025, at Seattle, Washington.

25 /s/Ýhon Frakes
26 Ýhon Frakes, Legal Assistant
yhon.frakes@wilsonelser.com