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CASE #: 23-2-01712-9 SEA

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

SAN JUAN FIRE PROTECTION DISTRICT
NO. 2, a Washington municipal corporation.

No.

Plaintiff.

1

ALEX CONRAD.

Defendant.

COMPLAINT FOR BREACH OF CONTRACT, UNJUST ENRICHMENT, PROMISSORY ESTOPPEL, AND DECLARATORY JUDGMENT

Plaintiff San Juan Fire Protection District No. 2, (the "District"), alleges as follows:

I. PARTIES AND JURISDICTION

1.1 At all times material hereto, the District was a Washington municipal corporation doing business in San Juan County, Washington.

1.2 Upon information and belief, Defendant Alex Conrad ("Conrad") resides in Seattle, Washington.

II. JURISDICTION AND VENUE

2.1 This Court has jurisdiction over the parties and the subject matter of this suit because all subsequent allegations occurred in the state of Washington, the parties reside and/or do business in the state of Washington.

**COMPLAINT FOR BREACH OF CONTRACT, UNJUST
ENRICHMENT, PROMISSORY ESTOPPEL,
AND DECLARATORY JUDGMENT – 1**

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1 3.5 Conrad did not pay the District within 30 days of its demand. On September
2 22, 2022, Conrad informed the District that he had no intention of repaying the District and
3 that he would not honor his obligations under the CBA and his promise to repay.

4 **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

5 4.1 Conrad breached the CBA and his promise to repay by repudiating his
6 obligation to pay for the paramedic training costs when he left employment with the District
7 before completing 5 years of post-training employment.

8 4.2 The District has suffered damages as a result of Conrad's breach in an
9 amount to be determined at trial, but in no case less than Twenty-Nine Thousand One
10 Hundred Thirty-Seven Dollars And Sixty-Two Cents (\$29,137.62), plus interest.

11 **V. SECOND CAUSE OF ACTION – UNJUST ENRICHMENT/QUANTUM MERUIT**

12 5.1 Conrad received a benefit from the District when the District paid for the
13 costs of his paramedic training.

14 5.2 Conrad has not paid or provided due consideration for the District paying for
15 his paramedic training.

16 5.3 It would be unjust for Conrad to retain the value of the paramedic training
17 paid for by the District without compensating the District for the same.

18 5.4 Conrad has been unjustly enriched in an amount to be determined at trial,
19 but in no case less than Twenty-Nine Thousand One Hundred Thirty-Seven Dollars And
20 Sixty-Two Cents (\$29,137.62), plus interest.

21 **VI. THIRD CAUSE OF ACTION – PROMISSORY ESTOPPEL**

22 6.1 Conrad promised to repay the District for the paramedic training costs if he
23 did not complete 5 years of post-training employment.

24 6.2 The District reasonably relied on Conrad's promise in deciding to incur the
25 paramedic training costs, and the District incurred such costs.

6.3 The District justifiably relied on Conrad's promise.

6.4 Injustice may only be avoided by enforcement of Conrad's promise to repay the District no less than Twenty-Nine Thousand One Hundred Thirty-Seven Dollars And Sixty-Two Cents (\$29,137.62), plus interest.

VII. FOURTH CAUSE OF ACTION – DECLARATORY JUDGMENT

7.1 The District's breach of contract claim against Conrad does not allege a breach by the Union as the term "grievance" is defined under Article 12.1 of the CBA and, therefore, such claim is not subject to grievance arbitration. **Exhibit A.**

7.2 Pursuant to RCW Chapter 7.24, Plaintiff is entitled to Declaratory Judgment finding that Plaintiff's claim against Conrad is not subject to grievance arbitration.

7.3 Pursuant to CR 57, Plaintiff is entitled to seek a speedy hearing on this claim or otherwise have the matter advanced on the calendar.

VIII. PRAYER FOR RELIEF

THEREFORE, the District requests the following relief:

a. For judgment against Conrad, in an amount to be proven at trial, but in no event less than Twenty-Nine Thousand One Hundred Thirty-Seven Dollars And Sixty-Two Cents (\$29,137.62), plus interest;

b. For judgment against Conrad for any and all attorneys' fees and costs incurred by the District in this lawsuit for which the District may be entitled to by law;

c. For judgment that Plaintiff's claim against Conrad is not subject to grievance arbitration and for a speedy hearing on the Declaratory Judgment claims as provided for in CR 57:

d. For such other and further relief as the Court may deem just and equitable

DATED this 27th day of January, 2023, at Bellingham, Washington.

CHMELIK SITKIN & DAVIS P.S.

Matt T. Paxton, WSBA #46369
Aaron T. Haynes, WSBA #54134
Attorneys for Plaintiff

COMPLAINT FOR BREACH OF CONTRACT, UNJUST ENRICHMENT, PROMISSORY ESTOPPEL, AND DECLARATORY JUDGMENT – 5

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EXHIBIT A

Collective Bargaining Agreement

By and between

**Orcas Island Fire & Rescue
(San Juan County Fire District #2)**

and

**San Juan County Firefighter and
Paramedic Association
Local 3911
International Association of
Fire Fighters**

for the years

2019 – 2022



Effective January 1, 2019 through December 31, 2022

Article 12: Grievances

12.1 For the purpose of this Agreement, a grievance is defined as an alleged breach by the District or the Union of the express terms and conditions of this Agreement. Only the Union or the District can act as an aggrieved party or file a grievance on behalf of one or more of its members in the grievance procedure. If any such grievance should arise during the term of this Agreement, it shall be reduced to writing and submitted to the following procedure.

12.1.1 The Union or the District, within thirty (30) calendar days following the occurrence of the event giving rise to the grievance, or thirty (30) calendar days after the event is known, or reasonably should have been known, may bring said grievance to the attention of the Fire Chief if the grievance is by the Union, or the President of the Union if the grievance is by the District. This action shall be in writing, specifying the Article in the Agreement that has been allegedly violated, giving the date, time, place and witnesses, if applicable, and remedy sought. The Union or the District, as the case may be, shall make every effort to resolve the alleged grievance and respond in writing within fourteen (14) calendar days.

12.1.2 If the grievance is not settled at 12.1.1, the grievance may, at the decision of the aggrieved party, be submitted to the Orcas Island Fire & Rescue Board of Fire Commissioners within fourteen (14) calendar days. A written decision shall be rendered within fourteen (14) calendar days. If the aggrieved party is the District, the District may pass 12.1.2 and go on to 12.1.3.

12.1.3 If the grievance is not settled in 12.1.2, the grievance may be submitted to arbitration by either of the parties upon fourteen (14) calendar days written notice to the other party.

12.1.4 An impartial arbitrator shall be selected from a list of nine (9) arbitrators requested from the American Arbitration Association. Within seven (7) calendar days of receipt of the list, the parties shall make a decision of an arbitrator. The parties shall meet and shall take turns in the striking of names from the list until one name remains; the first striking to be governed by the toss of a coin.

The arbitrator's decision shall be final and binding, subject to limits of authority stated herein. The arbitrator shall have no authority or power to add to, delete from, disregard or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provision of this Agreement. If the arbitrator should find that the Employer was not prohibited by this Agreement from taking, or not taking, the action grieved, he/she shall have no authority to change or restrict the Employer's action. Any dismissal by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration.

12.1.5 The Union and the District may, by mutual written agreement, extend the time limits specified in this grievance procedure. By mutual agreement, between the parties, any step in the grievance procedure may be omitted and/or the grievance may be advanced to the next step.

- 12.1.6 Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure. The District may likewise seek assistance from advisors or counsel at any stage of the grievance procedure.
- 12.1.7 The expense of the arbitrator, the cost of any hearing room and the court reporter, unless such are paid by the State of Washington shall be borne equally by the Employer and the Union. Each party shall pay the cost of their own representatives, witnesses, and other costs associated with the presentation of their case.

Article 18: Education / Certification –Paramedics

18.1 Future appointed employees to the position of Paramedic shall maintain their certification for a minimum period of five (5) years from date of hire or date of appointment, whichever is longer. The following exceptions shall apply:

18.1.1 Paramedics may promote to the rank of Captain and/or Battalion Chief after completing a one (1) year tour of duty as a paramedic with Orcas Island Fire & Rescue; however, the Fire Chief may decide to promote a paramedic prior to one year tour of duty.

18.1.2 Paramedics that leave employment with Orcas Island Fire & Rescue prior to five (5) years of service as a Paramedic, shall reimburse Orcas Island Fire & Rescue all costs, (including tuition not covered by the Medic One Foundation, housing, wages paid attending school), incurred by the District towards their original paramedic training. Reimbursement will be calculated at a rate of 20% per year of uncompleted paramedic service time. Reimbursement shall be made from the employee's final paycheck and/or severance pay.

The employee shall be forgiven any outstanding reimbursement if the employee has been laid-off by the district or if the employee receives an on-the-job injury leading to disability.

18.2 If an employee is approved to attend a Paramedic certification course by the Fire Chief the District agrees to pay the cost(s) of all paramedic certification training and recertification classes and tests taken by the employee.

18.3 When an employee is approved to attend a Paramedic certification course by the Fire Chief, that employee will be compensated at their normal rate and hours per scheduled shifts. The employee will not be compensated for additional hours incurred by the course. Exceptions would include if the employee is required to return to the District for additional training and meetings where FLSA overtime is accrued as a result.

18.4 As a condition of continuing employment, all Paramedic personnel shall maintain their certification. Certification shall consist of Washington State Department of Health and San Juan County Medical Program Director standards.

18.5 The District agrees to provide all employees equal opportunity to recertify. Failure to obtain or retain certification within 60 days of expiration of the certification may result in disciplinary action up to and including termination.

18.6 If the employee commences and initiates a re-certification process in good faith and in a reasonable manner on or prior to the expiration of any certification required by the employee's position, then the employee shall not be disciplined or terminated if issuance of the re-certification is delayed beyond its expiration for any reason not within the employee's reasonable control. This provision shall cease to apply 60 calendar days after expiration of the certification.

- 18.7 When employees are required by the District to attend additional continuing education or training classes, while not on shift including paid time off or disability, the employee shall be compensated at the overtime rate of one and one half time for each hour spent in class or training for continuing education required by the District. (Reference Article 29.4). As used in this article the term disability shall not include hours during which an employee is approved to limited duty by their physician. (For continuing education or training classes exceptions reference Article 29.4.1.).
- 18.8 When employees are on approved Education Leave to attend training, shift vacancies will be filled per the vacancy process set forth in Article 29, specifically utilizing ALS approved providers.