

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



PHILIP A. KOK,)
Charging Party,) Case No. LA-CO-746
v.) PERB Decision No. 1302
COACHELLA VALLEY FEDERATION OF)
TEACHERS; CFT/AFT,) December 11, 1998
Respondent.)
_____)

Appearance: Philip A. Kok, on his **own behalf**.

Before Caffrey, Chairman; Dyer and Amador, Members.

DECISION

CAFFREY, Chairman: This case is before the Public Employment Relations Board (Board) on appeal by Philip A. Kok (Kok) of a Board agent's dismissal (attached) of his unfair practice charge. In the charge, Kok alleged that the Coachella Valley Federation of Teachers, CFT/AFT (Federation)¹ failed to assist him in processing a grievance to arbitration in violation of section 3543.6(b) of the Educational Employment Relations Act (EERA),²

¹Kok's original charge also named the Coachella Valley Teachers Association, CTA/NEA (Association) as a respondent. However, Kok's amended charge named only the Federation as respondent. Accordingly, the Board agent's dismissal letter noted that the Association was no longer a party to this case.

²EERA is codified at Government Code section 3540 et seq. Section 3543.6 states, in pertinent part:

It shall be unlawful for an employee organization to:

The Board has reviewed the entire record in this case, including Kok's original and amended unfair practice charge, the Board agent's warning and dismissal letters and Kok's appeal. The Board finds the warning and dismissal letters to be free of prejudicial error and adopts them as the decision of the Board itself.

ORDER

The unfair practice charge in Case No. LA-CO-746 is hereby DISMISSED WITHOUT LEAVE TO AMEND.

Members Dyer and Amador joined in this Decision.

(b) -- Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.

PUBLIC EMPLOYMENT RELATIONS BOARD



Los Angeles Regional Office
3530 Wilshire Blvd., Suite 650
Los Angeles, CA 90010-2334
(213) 736-3127



August 27, 1998

Philip A. Kok

Re: Philip A. Kok v. Coachella Valley Federation of Teachers,
CFT/AFT
Unfair Practice Charge No: LA-CO-746, Amended Charge
DISMISSAL AND REFUSAL TO ISSUE A COMPLAINT

Dear Mr. Kok:

In this charge filed July 21, 1997 by Philip A. Kok (Kok), previously a teacher at Coachella Valley High School, it is alleged that the Coachella Valley Federation of Teachers, CFT/AFT (CVFT, Federation, or AFT) and the Coachella Valley Teachers Association, CTA/NEA (CVTA, Association or CTA) failed to assist you in processing a 1996 grievance to arbitration, in violation of Government Code section 3543.6 of the EERA.

I indicated to you in my attached letter date July 28, 1998, that the above-referenced charge did not state a prima facie case. You were advised that, if there were any factual inaccuracies or additional facts which would correct the deficiencies explained in that letter, you should amend the charge. You were further advised that, unless you amended the charge to state a prima facie case or withdrew it prior to August 4, 1998, the charge would be dismissed.

On August 3, 1998, you filed (certified mail) a "First Amended Charge". You allege that by its conduct, AFT¹ violated EERA

¹Although the initial charge named AFT and CTA as Respondents, the First Amended Charge only names the Coachella Valley Federation of Teachers, CFT/AFT as the Respondent. There has been no subsequent amended charge filed, and properly served, re-naming the Coachella Valley Teachers Association, CTA/NEA. Although you have sent me several letters which were not served on the other parties, indicating your unhappiness with CTA, these do not constitute properly naming CTA as a Respondent. Thus, they are no longer a party to this case.

section 3543.6 (b) and (c).² The essence of this case is that you were a probationary teacher for the Coachella Valley Unified School District (District). You learned in February 1996 that the District chose to non-reelect you for the following school year. After receiving your performance evaluation for the 1995-96 school year, in May 1996 you filed a grievance regarding the evaluation. It was denied at several levels and you timely requested arbitration at Level III.³ CTA decertified AFT and became the new exclusive representative on June 28, 1996. You claim, in part, that you were unable to get this matter arbitrated and that AFT failed to assist you.

I will summarize the relevant new information or arguments you provided at this point. The District's May 22, 1997 letter indicated that it contacted AFT and CTA and neither union was interested in being involved. You argue that "the association, knowing full well that grievance assistance was requested, does not have the option of being interested or not. Unless they can state a valid reason otherwise, they have an obligation to assist and to pursue the grievance . . ." You argue that to avoid a breach of the duty of fair representation, "a representative must show some signs of inquiry into the matter, and some valid response to the employee, showing some indication of acknowledgement. In this case, the pertinent representative, who is also the president of CVFT/AFT (AD) has made no response despite being aware of the request (s)."⁴ You assert that DeLaCruz was aware of your requests regarding arbitration, that he consulted with Braithwaite on this matter, but did not assist you.⁵

²An individual does not have standing to file a charge alleging violation of EERA section 3543.6 (c). See Oxnard Educators Association (Gorcey/Tripp) (1988) PERB Decision No. 664. Therefore, this allegation will be dismissed.

³You met the five day window to request arbitration as the contract defines a day as a regular teacher work day exclusive of summer school.

⁴It is not clear whether DeLaCruz received the alleged requests or whether you provided him a return address to respond to. I note that Braithwaite's October 15, 1997 letter indicated that he received three letters from you since your departure from the High School, but that your letter dated October 9, 1997, was the first time you included a return address.

⁵Attached to your charge against the District (Case No. LA-CE-3822) are copies of certified mail return receipts showing that various recipients signed for and received your letters. I see no such card or signature for DeLaCruz; and you do not have copies of any of the letters to AFT.

You argue, in part, that you received a threatening directive from your employer in March 1996 due to your protected activity. At that time, Braithwaite of AFT and Mike Rosenfeld of CTA indicated that the threat was real and should not be taken lightly. You conclude that their insinuations and/or statements were meant to coerce you from exercising your rights in violation of EERA section 3543.6(b).

You refer, in part, to the issue of contract expiration and you mention it was addressed in your charge against the District, Case No. LA-CE-3822. I note your assertion in LA-CE-3822 that the AFT contract did not expire in 1995.⁶ I disagree and the District had no duty to arbitrate the grievance over your 1996 evaluation, as the AFT contract expired prior to 1996. See State of California, Department of Youth Authority (1992) PERB Decision No. 962-S.

Based on the above facts, the amended charge fails to state a prima facie violation of the EERA. EERA section 3541.5(a) provides that the Public Employment Relations Board shall not "issue a complaint in respect of any charge based upon an alleged unfair practice occurring more than six months prior to the filing of the charge." As the original charge was filed in July 1997, all allegations of unlawful conduct against AFT occurring prior to January 1997 are untimely and will be dismissed. You were no longer an employee of the District after the 1995-96 school year and CTA became the new exclusive representative in June 1996. You assert that AFT did not respond to your contacts after you filed for Level III arbitration in June 1996. As you did not file the initial charge until July 21, 1997, more than a year after leaving the District, I conclude that you had actual knowledge of AFT's inaction more than six months before filing the charge; and thus, your allegations of unlawful conduct against AFT are untimely and will be dismissed. See Lake Elsinore School District (19 86) PERB Decision No. 563.

Even assuming the charge is timely, you have failed to state a prima facie case for the following reasons. Although you sought

⁶In a telefax to me on August 24, 1998, which does not appear to have been served on the Respondent, you argue that the AFT contract was orally extended for the 1995-96 school year and you attach CTA's letter to you dated June 18, 1997 which states, in part, "The contract has 1990-93 on it but they continued to roll it over." Based on my investigation, there is nothing to support the "oral extension" theory, as the AFT contract expired in 1995, prior to your 1996 grievance and the 1996 Decertification election. Also, by letter dated June 9, 1997, CTA advised you that binding arbitration was not available because at the time you filed your grievance [in 1996] the AFT contract had already expired.

arbitration, there are no facts to demonstrate that you requested that AFT represent you. I see no specific request of yours in this regard which AFT refused. You requested to go to arbitration, and you were advised by the District on May 22, 1997 that the unions were not interested in being involved. You did not continue to insist or pursue arbitration on your own with the District, which was your right under the AFT contract. In September 1997, the District removed the disputed negative evaluation from your personnel file. Finally, it does not appear that AFT was obligated to process this post contract-expiration grievance to arbitration. Its actions or alleged inaction do not appear to be arbitrary, without a rational basis, discriminatory, or in bad faith.

Therefore, I am dismissing the charge based on the facts and reasons contained above, and in my July 28, 1998 letter.

Right to Appeal

Pursuant to Public Employment Relations Board regulations, you may obtain a review of this dismissal of the charge by filing an appeal to the Board itself within twenty (20) calendar days after service of this dismissal. (Cal. Code Regs., tit. 8, sec. 32635(a).) Any document filed with the Board must contain the case name and number. To be timely filed, the original and five copies of such appeal must be actually received by the Board itself before the close of business (5 p.m.) or sent by telegraph, certified or Express United States mail postmarked no later than the last date set for filing. (Cal. Code Regs., tit. 8, sec. 32135.) Code of Civil Procedure section 1013 shall apply. The Board's address is:

Attention: Appeals Assistant
Public Employment Relations Board
1031 18th Street
Sacramento, CA 95814

If you file a timely appeal of the refusal to issue a complaint, any other party may file with the Board an original and five copies of a statement in opposition within twenty (20) calendar days following the date of service of the appeal. (Cal. Code Regs., tit. 8, sec. 32635(b).)

Service

All documents authorized' to be filed herein must also be "served" upon all parties to the proceeding, and a "proof of service" must accompany each copy of a document served upon a party or filed with the Board itself. (See Cal. Code Regs., tit. 8, sec. 32140 for the required contents and a sample form.) The document will be considered properly "served" when personally

delivered or deposited in the first-class mail, postage paid and properly addressed.

Extension of Time

A request for an extension of time, in which to file a document with the Board itself, must be in writing and filed with the Board at the previously noted address. A request for an extension must be filed at least three (3) calendar days before the expiration of the time required for filing the document. The request must indicate good cause for and, if known, the position of each other party regarding the extension, and shall be accompanied by proof of service of the request upon each party. (Cal. Code Regs., tit. 8, sec. 32132.)

Final Date

If no appeal is filed within the specified time limits, the dismissal will become final when the time limits have expired.

Sincerely,

ROBERT THOMPSON
Deputy General Counsel

By
Marc S. Hurwitz
Regional Attorney

Attachment

cc: John Ennes, Field Representative, CFT/AFT

PUBLIC EMPLOYMENT RELATIONS BOARD



Los Angeles Regional Office
3530 Wilshire Blvd., Suite 650
Los Angeles, CA 90010-2334
(213) 736-3127



July 28, 1998

Philip A. Kok

Re: Philip A. Kok v. Coachella Valley Federation of Teachers,
CFT/AFT and Coachella Valley Teachers Association. CTA/NEA
Unfair Practice Charge No. LA-CO-746

WARNING LETTER

Dear Mr. Kok:

In this charge filed July 21, 1997 by Philip A. Kok (Kok), previously a teacher at Coachella Valley High School, it is alleged that the Coachella Valley Federation of Teachers, CFT/AFT (CVFT, Federation or AFT) and the Coachella Valley Teachers Association, CTA/NEA (CVTA, Association or CTA) failed to assist you in processing a 1996 grievance to arbitration, in violation of Government Code section 3543.6 of the Educational Employment Relations Act (EERA).

My investigation has revealed the following information. You were hired as a probationary teacher for the Coachella Valley Unified School District (District) in August 1994. In February 1996, you were notified that the District took action to non-reelect you for the following school year. You received your final performance evaluation for the 1995-96 school year on or about May 13, 1996. On or about May 16, 1996, you filed a Level I grievance regarding the evaluation, which was denied at Level I on May 22, 1996. The grievance claimed that your Principal, A. Franco, did not follow the contractually agreed upon provisions for evaluation of a teacher, resulting in an unsatisfactory evaluation.¹ Your exclusive representative at that time was the Federation. On May 29, 1996, you moved the grievance to Level II, and it was denied on June 5, 1996.

The District and Federation agreement (which had expired in 1995) provides, in part, at Article 24, section 24.4 that,

If the grievant is not satisfied with the disposition at Level Two, he/she may within five (5) days following the written decision by the Superintendent, submit the grievance to the Superintendent, in writing, for the

¹On or about September 8, 1997, the District removed the disputed negative evaluation from your personnel file.

arbitration of the dispute. [Level III]. Federation representation may be requested by the grievant.

Within five (5) days, the Federation and/or the grievant and the District shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

The fees and expenses of the arbitrator shall be borne equally by the district, the Federation and/or the grievant. All other expenses shall be borne by the party incurring them.

According to the District, on or about June 12, 1996, it received an unsigned Level III request to move the matter to arbitration, which request it shared with the Federation. You allege that your Level III grievance, with a request for arbitration, was signed and filed on June 12, 1996. Attached to your charge against the District, LA-CE-3822, is the June 12, 1996 Certified Personnel Grievance Form-Level 3. The form indicates that if you are not satisfied with the Level II disposition, the grievant may file within five days after the Superintendent's written decision for review at Level III. The form has the statement "I hereby request arbitration of the dispute from the State Conciliation Service." The form also provides, in part, that "Within five days, the grievant and the District shall request the State Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools." Thereafter, not hearing back from the Federation, the District assumed the union did not wish to take the grievance to arbitration.

On June 28, 1996, the CTA became the new exclusive representative for the unit,² and you continued to contact the District on the processing of your grievance. The District advised the Association of your continued interest in the grievance. You continued to write to the District requesting that the matter proceed to arbitration. In January 1997, you wrote to both unions and the District "asking for a written response to the level III grievance, and in regards to arbitration." You wrote to Supt. Colleen Gaines on January 30, 1997. By letter from the District dated February 7, 1997 you were advised as follows,

²On November 12, 1996, CTA and the District agreed to a new contract effective July 1, 1996 through June 30, 1999.

In regards to the status of your Level III grievance, this information was submitted to the American Federation of Teachers as per formal grievance procedures under the contract. The Superintendent's Response to your Level III grievance was the same as Level I and II - 'Proper procedures followed. Grievance not valid.'

The contract specifies that if a grievant is not satisfied with the disposition of Level Two, he/she may submit the grievance to the Superintendent, in writing, for arbitration of the dispute. The fees and expenses of the arbitrator shall be borne equally by the District, the Federation, and/or grievant.

The above information was shared with AFT and the assumption was that they did not care to take this matter to arbitration. If you feel otherwise, please contact this office so that we make arrangements to take this matter to arbitration.

You contacted all the parties in writing in February 1997. You also wrote to some of the above parties in March, April and May 1997 "requesting a written response to the level-three grievance and/or a request for arbitration." The District wrote to you on May 22, 1997 and stated,

As I stated in my letter of February 7th, if you wish to go to arbitration, the following is the process you need to follow: you must contact the California Arbitration Board [State Conciliation Service], request a list of arbitrators, pay the fee and provide the District with a list. Upon receipt of the list, the District and you will mutually agree upon arbitration and set up a meeting with the arbitrator.

The District is under no obligation to take any further steps in regards to this matter. I have contacted AFT and CTA and neither union is interested in being involved.

I note that at Article 24, section 24.2 of the Federation agreement, there are consequences if the parties fail to meet the timeliness specified in the formal grievance procedures. Also, the Federation agreement at Article 24, section 24.4 provides that if the grievance at Level I and II is denied, the District

³You indicate that the Federation contract requires that the Superintendent state in writing the rationale for the denial at Level II, and that no rationale was given, nor were proper procedures followed.

"shall state, in writing, the rationale for the denial." You contend that no rationale was given.

By letter to Sylvia Gullingsrud of CTA dated June 3, 1997, your brother, Andrew J, Kok, Esq. pointed out that you had not received a written response to your Level 3 grievance. On your behalf, he requested a written response and arbitration of this matter. By letter to you dated June 9, 1997, CTA indicated that AFT was the "bargaining agent" when the grievance was filed and appealed to Level II in May 1996. CTA was unsure if you or AFT requested arbitration by a June 12, 1996 deadline. CTA was certified as the new exclusive representative on June 28, 1996. Next, CTA indicated that binding arbitration was not available, because when you filed your grievance, the AFT contract had already expired. Next, CTA bargained a new contract, making changes in the evaluation and grievance articles. Next, CTA believed that if the duty of fair representation was applicable to you, AFT had the responsibility to advise you they were not taking the grievance to arbitration at Level III. Under the CTA contract, only the Association may take a grievance to arbitration on behalf of a unit member. Finally, as you were no longer employed at the District, and based on the above, CTA indicated it would not take your case to arbitration.

You wrote to Kent Braithwaite, previously with AFT, on October 9, 1997. By letter dated October 15, 1997, he indicated, in part, that in 1996, he was no longer active as a union leader and was not your representative, although he may have discussed your case with you. He also indicated, in part,

The best I can remember, your grievance was represented by the then (and current) CVFT President, Mr. DeLaCruz. Mr. DeLaCruz has assured me that you were represented to the fullest extent of your contract rights and the law as well as to the best of his most excellent abilities. Mr DeLaCruz has also assured me he informed you in detail of how the union handled your grievance, including the decision to pursue or not to pursue Level 3, whatever that decision may have been.⁴ I was not in the decision-making loop. I am not now in the decision making loop. I will not make any statement concerning any CVFT decision....

⁴You indicated to me, in part on July 22, 1998 by telefax that you were "only told to file the level 3 grievance and 'be patient'." You also indicated "The decision [whether to pursue Level 3], based on my knowledge and the fact that I was being abused, was to seek arbitration. The union reps (sic) were informed of this decision, and said, 'be patient'."

Braithwaite also suggested you communicate in the future with DeLaCruz.⁵

A brief summary of your complaint against the unions, attached to this charge states,

In regards to the level III grievance, the union (AFT) via K. Braithwaite and M. Rosenfeld [of CTA], was contacted several times via mail over the course of several months. No response was given. Again, it was not until official assistance was given, did the union respond.

They [CTA] stated, 'you or the AFT would have had to file for arbitration on or before June 12, 1996.' This was done (copies enclosed). And went on to say, 'If a duty of your fair representation was due you, it would have been the AFT's responsibility to notify you they were not taking your grievance to arbitration, (sic- no end-quote). They did not do so, nor did they consult me in any way which was necessary in order to understand the issues. The union representative(s) during the course of the '95-96 school year was K. Braithwaite and A. Cruz for AFT. However, the new union representative, M. Rosenfeld [of CTA], was also informed and could have assisted, and should have responded as well.

All were aware that a level III grievance had been filed, and they were subsequently contacted about the status of it on a number of occasions.

I called you on July 21, 1998, and asked you what contact you had with the unions, and I requested copies of any correspondence that you had. You indicated that you sent numerous letters to them regarding your Level III grievance asking, "What's going on?" You did not receive any response from either union until you received the letter from CTA dated June 9, 1997, discussed above. You also advised me by telefax on July 22, 1998 that other than the letters discussed above, you did not have anything more. Copies of the correspondence you sent are unavailable since, in part, the computer disc they were on may no longer be available. You also indicated that during "the 1996-97 year",

To paraphrase, the correspondence to the CTA and the - AFT/CWT was specifically addressed to agents/representatives A. DeLaCruz, K. Braithwaite, and

⁵Your July 22, 1998 telefax also indicates, "I had been and continue attempting to communicate with all relevant parties, including DeLaCruz."

[CTA's] M. Rosenfeld, all who received several notices stating that employee would like to have an answer to the Level III grievance, and would like arbitration as promised by the employer (and guaranteed by contract).

Finally, you indicated that "There was no other communication from any of the other representatives, despite what K. Braithwaite contends in his letter."

A review of the facts indicates that the District was not obligated to take the grievance to arbitration for several reasons. In other words, you have no legal right to claim that the District was obligated to arbitrate your 1996 grievance. First, your request at Level III for arbitration was untimely as it was not filed within five (5) days following the written decision by the Superintendent. You took seven (7) days to file. At Article 24, section 24.2, of the AFT contract, it provides, in part, that "Failure of the grievant and/or the Federation to meet the timelines specified in the formal grievance procedures shall render the grievance void and the denial for cause by the grievant and/or the Federation." Thus, the failure to timely file the request for arbitration renders the grievance void and the District had no obligation to process your request for Level III review.

Second, even if your request for arbitration was timely, by operation of law, the District was not required to take the grievance to arbitration as the agreement between the District and the AFT, the exclusive representative until June 28, 1996, had expired in 1995. In State of California, Department of Youth Authority (1992) PERB Decision No. 962-S, PERB adopted the U.S. Supreme Court rule in Litton Financial Printing Div. v. NLRB (1991) 501 U.S. 190, 115 L. Ed.2d 177 [137 LRRM 2441] (Litton) that arbitration clauses do not continue in effect after the expiration of a collective bargaining agreement, except for disputes that involve facts and occurrences that arose before expiration, or that involved post-expiration conduct that infringes on rights accrued or vested under the contract, or that under normal principles of contract interpretation, survive expiration of the agreement. In this case, the District had no duty to arbitrate the grievance as the District's actions occurred after the expiration of the AFT contract, the District's conduct did not infringe on vested rights under the agreement, and the agreement has no separate authority that under normal principles of contract interpretation, require the continuation of the arbitration provisions.

Based on the above information, the charge fails to state a prima facie violation of the EERA. You have alleged that CTA and AFT denied you the right to fair representation guaranteed by EERA section 3544.9 and thereby violated section 3543.6(b). The duty of fair representation is owed by the exclusive representative to

the employee. The charge against CTA does not state a prima facie case as you ceased being an employee at the District before CTA became the exclusive representative.

Next, even assuming CTA owed you a duty of fair representation and/or AFT owed you a duty of fair representation, you have failed to state a prima facie case for the following reasons. The duty of fair representation imposed on the exclusive representatives extends to grievance handling. (Fremont Teachers Association (King) (19 80) PERB Decision No. 125; United Teachers of Los Angeles (Collins) (1982) PERB Decision No. 258.) In order to state a prima facie violation of this section of EERA, you must show that the unions' conduct was arbitrary, discriminatory or in bad faith. In United Teachers of Los Angeles (Collins), the Public Employment Relations Board stated:

Absent bad faith, discrimination, or arbitrary conduct, mere negligence or poor judgment in handling a grievance does not constitute a breach of the union's duty.
[Citations.]

A union may exercise its discretion to determine how far to pursue a grievance in the employee's behalf as long as it does not arbitrarily ignore a meritorious grievance or process a grievance in a perfunctory fashion. A union is also not required to process an employee's grievance if the chances for success are minimal.

In order to state a prima facie case of arbitrary conduct violating the duty of fair representation, a Charging Party:

"... must at a minimum include an assertion of sufficient facts from which it becomes apparent how or in what manner the exclusive representative's action or inaction was without a rational basis or devoid of honest judgment. (Emphasis added.)" [Reed District Teachers Association. CTA/NEA (Reyes) (1983) PERB Decision No. 332, p. 9, citing Rocklin Teachers Professional Association (Romero) (1980) PERB Decision No. 124.]

You filed the above grievance and it is clear that the District was not obligated to arbitrate it. The charge does not indicate that you requested either union to represent you and the AFT contract permits the grievant to go to arbitration without the union. You requested to go to arbitration on your own. Also, on May 22, 1997, the District advised you that neither union was interested in being involved. Based on the above, it does not

appear that the unions were obligated to process this untimely or post contract-expiration grievance; and their actions or inaction do not appear to be arbitrary, without a rational basis, discriminatory, or in bad faith.

For these reasons the charge, as presently written, does not state a prima facie case. If there are any factual inaccuracies in this letter or additional facts which would correct the deficiencies explained above, please amend the charge. The amended charge should be prepared on a standard PERB unfair practice charge form, clearly labeled First Amended Charge, contain all the facts and allegations you wish to make, and be signed under penalty of perjury by the charging party. The amended charge must have the case number written on the top right hand corner of the charge form. The amended charge must be served on the respondents' representatives⁶ and the original proof of service must be filed with PERB. If I do not receive an amended charge or withdrawal from you before August 4, 1998, I shall dismiss your charge. If you have any questions, please call me at (213) 736-3543.

Marc S. Hurwitz
Regional Attorney

⁶The CFT/AFT representative is John Ennes, Field Representative, Hawaiian Gardens, CA, and CTA is represented by Rosalind D. Wolf, Staff Counsel, Santa Fe Springs, CA.