No. 92362-1

SUPREME COURT
OF THE STATE OF WASHINGTON

DEAN WILCOX,

Petitioner,

vs.

STEVE BASEHORE, BARTLETT SERVICES, INC., and ELR CONSULTING, INC.,

Respondents.

RESPONDENT ELR CONSULTING'S ANSWER TO WILCOX'S PETITION FOR DISCRETIONARY REVIEW

Douglas K. Weigel, WSBA No. 27192
Amber L. Pearce, WSBA No. 31626
Floyd, Pflueger & Ringer, P.S.
200 West Thomas Street, Suite 500
Seattle, WA 98119
Telephone: 206-441-4455
Facsimile: 206-441-8484

Attorneys for Respondent ELR Consulting, Inc.

TABLE OF CONTENTS

I. IDENTIFY OF RESPONDENT.....1

II. RESTATEMENT OF ISSUE..... 1

III. RESTATEMENT OF CASE.....1

A. ELR Provided Mr. Basehore's Services to WCH.....1

B. Mr. Wilcox Filed a Lawsuit Against ELR and Bartlett For Personal Injury.....5

C. The Trial Testimony Established that ELR Did Not Supervise, Direct, or Control Mr. Basehore's Work.....6

D. WCH Employee Kim Koegler Testified That He, In Fact, Exercised Supervisory Authority Over Mr. Basehore.....8

E. The Trial Court Granted ELR's Motion for a Directed Verdict.....9

VI. ARGUMENT WHY REVIEW SHOULD BE DENIED.....11

A. The Court of Appeals' Decision Does Not Conflict With the Supreme Court's Decision in *Stocker v. Shell Oil Co.* 11

B. The Court of Appeals' Decision Does Not Involve An Issue of Substantial Public Interest 14

VI. CONCLUSION..... 17

TABLE OF AUTHORITIES

CASES

Brown v. Labor Ready N.W., Inc.,
113 Wn. App. 643, 54 P.3d 166 (2002), *review denied.*
149 Wn.2d 1011 (2003) 15, 16

Stocker v. Shell Oil Co.,
105 Wn.2d 546, 716 P.2d 306 (1986) 11, 12, 13, 14

Tidewater Oil Co. v. Travelers Ins. Co.,
468 F.2d 985 (5th Cir. 1972) 14

Wilcox v. Basehore et al.,
189 Wn. App. 63, 356 P.3d 736 (2015) 11, 13, 15

RULES

CR 50 9

RAP 13.4(b) 1, 14, 16

I. IDENTIFY OF RESPONDENT

ELR Consulting, Inc. ("ELR"), Respondent in the Court of Appeals and Defendant in the trial court, respectfully requests that the Supreme Court deny discretionary review because the Court of Appeals' decision neither conflicts with a decision of this Court nor involves an issue of substantial public interest under RAP 13.4(b)(1) and (4).

II. RESTATEMENT OF THE ISSUE

ELR submits the following restatement of the issue for the Court's consideration:

Whether the Court should deny discretionary review because the Court of Appeals' interpretation and application of the borrowed servant doctrine is harmonious and consistent with this Court's well-settled and binding precedent, and does not involve an issue of substantial public interest. (RAP 13.4(b)(1), (4)).

III. RESTATEMENT OF THE CASE

A. ELR PROVIDED MR. BASEHORE'S SERVICES TO WCH.

ELR Consulting, Inc. ("ELR") is a service-disabled veteran-owned small business.[1] (RP at 889:19-24) Its owner, Emmett Richards, has a military disability resulting from a gunshot wound in Vietnam. (RP at 889:25

to 890:2-5) ELR specializes in providing temporary staffing to its clients, such as Washington Closure Hanford ("WCH"), the City of Richland, and Washington River Protection for positions such as engineers, scientists, designers, drafters, Quality Assurance, and safety professionals. (RP at 892:21-25; 894:20-25) ELR provides temporary staffing solutions through either its own professional employees or through other service contractors, such as Bartlett Services, Inc. ("Bartlett").

WCH is a prime contractor to the Department of Energy at the Hanford site. (RP at 560:13-14) It regularly subcontracts with ELR to staff temporary positions. In 2008, WCH needed a temporary "Work Control Planner," and specifically wanted to hire Stephen Basehore, an employee of Co-Respondent Bartlett, who was already working at Hanford for another prime contractor.

Mr. Basehore was available for the position, so ELR and WCH entered into a Technical Services Subcontract wherein WCH would pay ELR to supply Mr. Basehore's work planning services to WCH. (RP at 900:9-12; 901:10-12) Likewise, ELR entered into a subcontract with Bartlett (Mr. Basehore's direct employer) wherein ELR paid Bartlett for Mr. Basehore's services. (RP at 903:2-6; *see also* Ex. 222)

---

[1] Mr. Wilcox describes ELR as a "rent-a-vet" business. *See* Petition for Review at 13. This

Under these two contracts, WCH paid ELR $89.00 per hour for Mr. Basehore's professional services, and ELR paid Bartlett $85.58 per hour for Mr. Basehore's professional services. (RP at 904:3-16) ELR earned the difference—$3.42 per hour—for procuring Mr. Basehore's services from Bartlett and furnishing him to WCH, as well as for performing *administrative* functions related to Mr. Basehore's work. (RP at 904:15-18, 21-25; 905:1-9) ELR had no involvement whatsoever in Mr. Basehore's day-to-day work for WCH.

The WCH/ELR subcontract contains *General* and *Special* Conditions. If the subcontract contained "conflicts, discrepancies, errors, or omissions," then the parties agreed that, under the "Order of Precedence," the *Special* Conditions Exhibit B (No. 5) took precedence over the *General* Conditions Exhibit A (No. 6). (RP 875:21 to 876:5)

General Condition 2 described ELR as an independent contractor and directed it to control its employees. It states as follows:

> SUBCONTRACTOR [ELR] shall act as an independent contractor and not as the agent of CONTRACTOR or OWNER [WCH] in performing this Subcontract, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors.

---

characterization is offensive and blatantly mischaracterizes the evidence.

Ex. 34 at ELR 000466. In contrast, Special Condition 13, which the parties agreed took precedence over General Condition 2 of the subcontract, assigned responsibilities to WCH senior project engineer Kim Koegler for the technical aspects of Mr. Basehore's work. Special Condition 13 states:

> The CONTRACTOR [Hanford] has designated as Subcontract Technical Representative **(STR), Kim Koegler**, who **will be responsible for the technical aspects of the performance of the Subcontract**. The STR may designate other personnel to oversee the performance of the Work, sign field tickets, etc. However, **the designated STR retains ultimate authority over the technical aspects of the Work.** Should the SUBCONTRACTOR [ELR] and STR disagree over the technical requirements of the Subcontract, such matters will be immediately referred to the CONTRACTOR's Subcontract Administrator for resolution. The STR does not possess authority, express or implied, to direct the SUBCONTRACTOR to deviate from the terms and conditions of the Subcontract.

Ex. 34 at ELR 000486 (emphasis added). At trial, former WCH Contract Administrator Bonnie Cole testified as follows:

Q: Does ELR Consulting, under the subcontract, have the right to control any of the technical aspects of Mr. Basehore's work?

A: No. It has to be a Washington Closure person.

Q: So, does Washington Closure then have complete control over the preparation of the work package?

A: Yes.

(RP at 880:16 to 881:6) Ms. Cole testified that WCH had *exclusive* control over Mr. Basehore's preparation of the work package. (RP at 881:20-23)

On June 30, 2009, WCH Responsible Manager, Tom Kisenwether, approved Mr. Basehore's work package for the demolition project and work began that day. (RP at 166) On July 1, Petitioner Dean Wilcox was called to the job. (RP at 708) With more than twenty-five years of experience at WCH, Wilcox was highly skilled and highly trained. However, that day he ignored his supervisor's "all up, all down" safety directive to the team, failed to close an open hatch on an elevated catwalk after his co-worker descended, and failed to stop work when numerous unplanned and unsafe tasks occurred. As a result, Mr. Wilcox fell through the open hatch to the concrete floor below. (RP at 147:9-15; CP 22:5-6) He survived, but sustained serious injuries.

B. MR. WILCOX FILED A LAWSUIT AGAINST ELR AND BARTLETT FOR PERSONAL INJURY.

Mr. Wilcox alleged that "Steve Basehore was *employed by* and/or *acting as an agent* of Bartlett Services, Inc. and/or ELR Consulting, Inc. when he was preparing the work plan and/or work package[.]" (CP 22:8-9) (emphasis added). Specifically, Mr. Wilcox averred that: (1) Mr. Basehore failed to prepare an adequate work plan that would have prevented Mr. Wilcox from falling through the open hatch on the catwalk; and (2) Bartlett

and ELR breached their duty to train or supervise "their employees and/or agents," and that they were both liable "under the principle of respondeat superior for Mr. Basehore's negligence." (CP 23:8; CP 23:13-14)

ELR denied that Mr. Basehore was its employee or agent and asserted the affirmative defense that ELR was not liable for Mr. Wilcox's injuries because Mr. Basehore was not "employed by, or acting as an agent or borrowed servant of, ELR." (CP 27:8-7; CP 27:19-20)

C. THE TRIAL TESTIMONY ESTABLISHED THAT ELR DID NOT SUPERVISE, DIRECT, OR CONTROL MR. BASEHORE'S WORK.

At trial, Mr. Richards, ELR's president and owner, testified that ELR:

- never employed Mr. Basehore (RP at 900:3-4);
- was not responsible for ensuring that he completed site-specific training at WCH (RP at 907:13-20);
- did not pay for Mr. Basehore's specific training at WCH (RP at 908:6-7);
- did not handle Mr. Basehore's orientation at WCH (RP at 908:11-14);
- did not supervise Mr. Basehore (RP at 908:15-16);
- did not direct any of his work at WCH (RP at 908:17-19);
- did not control Mr. Bashore's work at WCH (RP at 908:20-22); and
- did not know which projects Mr. Basehore worked on for WCH (RP at 908:23-25).

Mr. Richards testified that WCH supervised, directed, and controlled Mr. Basehore's work. (RP at 909:25 to 910:1-8). WCH not only possessed "ultimate authority" pursuant to Special Condition 13 to direct and control the technical aspects of Mr. Basehore's services, but—WCH, in fact—exercised such control. On that issue, Ms. Cole testified as follows:

> Q: Okay, and in Paragraph B it talks about the Subcontract Technical Representative being responsible for the technical aspects of the performance of the subcontract.
>
> A: Okay.
>
> Q: What does this mean?
>
> A: The technical aspects would be the work product. It would be the acceptability of the work produced by the subcontractor [Mr. Basehore]. Is his process correct? Is he working correctly? All the technical aspects of that particular person's work are overseen by the technical representative. The Washington Closure Hanford Representative.

(RP at 879:22 to 880:10)

* * * *

> Q: And it says here Mr. Koegler retains ultimate authority over the technical aspects of the work?
> A: Yes.
>
> Q: What does that mean, ultimate authority?
>
> A: That means any questions about the quality of the work or the end product of the work or how he [Mr. Basehore] does it, when he does, it in accordance with what rules he does it. That would be the technical person's responsibility.

Ms. Cole testified that ELR was not permitted to direct or supervise Mr. Basehore while he was working for WCH. (RP at 882:8-15)

Q: Why not?

A: **Because the ultimate authority for the project was with Washington Closure. DOE expects the product that Washington Closure produces. Somebody has to be responsible for that, and it has to be a Washington Closure employee.**

(RP at 882:16-21) (emphasis added).

D. WCH EMPLOYEE KIM KOEGLER TESTIFIED THAT HE, IN FACT, EXERCISED SUPERVISORY AUTHORITY OVER MR. BASEHORE.

Kim Koegler, who was WCH's Senior Project Engineer at the time of Mr. Wilcox's accident, testified that he was responsible "for the overall technical approach for the project activities." (RP at 548:23-24) Mr. Koegler was directly involved in hiring Mr. Basehore. (RP at 549:12-13) Mr. Koegler explained that "staff augmentation" means utilizing different organizations to provide subcontractors; a "staff aug" was a subcontract employee. (RP at 549:16-18)

Mr. Koegler confirmed that he was the "STR" or Subcontract Technical Representative who handled staffing for the project, and "was responsible to ensure that the technical requirements of the subcontract were ultimately accomplished by the subcontractor [Mr. Basehore]." (RP at

551:10-24) Mr. Koegler testified that it was ultimately "my responsibility to see that the subcontractor was performing in accordance with the subcontract." (RP at 552:8-11) The bottom line was that he and Tom Kisenwether (the Responsible Manager) were ultimately responsible for the work control program. (RP at 552:15-24)

Mr. Koegler confirmed that WCH provided Mr. Basehore with personal protective equipment, clothing, steel-toed boots, etc. (RP at 560:18-22) However, Mr. Basehore, as a Work Control Planner, was not responsible for drafting safety protocol. (RP at 560:23 to 561:1) Additionally, Mr. Basehore was not in a position to direct safety meetings, direct workers, or delegate his work. (RP at 563:3-13) In fact, Mr. *Koegler expected Mr. Basehore to rely on WCH's safety experts* while performing his job as a Work Planner for WCH. (RP at 587:11-14)

E. THE TRIAL COURT GRANTED ELR'S MOTION FOR A DIRECTED VERDICT.

After Mr. Wilcox rested his case-in-chief, ELR moved for a directed verdict under CR 50. (RP at 924:6-7) ELR argued that there was insufficient evidence establishing that ELR employed Mr. Basehore—which Mr. Wilcox conceded during the hearing. (RP at 928:23-25).[2] Since ELR did not employ

[2] The Court asked plaintiff's counsel: "So you agree that Mr. Basehose was not an employee of ELR?" Plaintiff's counsel responded: "Oh, yes." (RP at 928:23-24).

Mr. Basehore and Mr. Basehore was not ELR's agent, it was impossible to "lend" him to WCH under the borrowed servant doctrine. The doctrine, therefore, did not apply to ELR.[3]

At the hearing, Mr. Wilcox's attorney argued that Mr. Basehore was an "independent contractor" of ELR. (RP at 928:20 ("This [is] a case about independent contractors."); *see also* RP at 929:7-10) The trial court noted that a principal is not liable for the torts of independent contractors. (RP 929:12-13). Mr. Wilcox then interjected that "agency" may arise from the "*right to control*," rather than the "exercise of control." (RP at 930:2-3) (emphasis added). While entirely ignoring Special Condition 13 that granted WCH *ultimate authority* over Mr. Basehore's work, Mr. Wilcox nevertheless argued that General Conditions of the subcontract with WCH gave ELR the "right to control" Mr. Basehore. To that, Judge Spanner responded:

> [M]ere right is not enough without some exercise of it, and here, while this contract ... indicated a right of control[,] [t]here was just no control actually exercised whatsoever.

(RP at 930:5-10).

The day after the trial court granted ELR's motion for a directed verdict, the jury rendered a defense verdict in favor of Bartlett, finding that

---

[3] Mr. Wilcox also conceded that the borrowed servant doctrine did not apply to ELR because ELR was an independent contractor. (RP at 928:17-21)

Mr. Basehore was a borrowed servant of WCH.[4] (CP 119) Mr. Wilcox appealed both decisions. The Court of Appeals affirmed the trial court's ruling granting ELR judgment as a matter of law, and the trial court's submission of the borrowed servant issue to the jury. *Wilcox v. Basehore, et al.*, 189 Wn. App. 63, 68, 356, P.3d 736 (2015).

IV. ARGUMENT WHY REVIEW SHOULD BE DENIED

A. THE COURT OF APPEALS' DECISION DOES NOT CONFLICT WITH THE SUPREME COURT'S DECISION IN *STOCKER V. SHELL OIL CO.*

As a preliminary matter, Mr. Wilcox appears to not seek discretionary review of the Court of Appeals decision affirming the trial court's dismissal of ELR on its motion for a directed verdict. The Court of Appeals affirmed that Mr. Basehore was neither ELR's employee nor agent. *See Wilcox*, 189 Wn. App. at 94-96; Pet. for Review at 7-13. ELR submits that Mr. Wilcox has waived discretionary review of ELR's dismissal on this basis and that the Court of Appeals' decision with respect to ELR is now the law of the case.[5]

Mr. Wilcox contends that the Court of Appeals decision conflicts with

---

[4] The jury's finding that Mr. Basehore was a borrowed servant of WCH would have likewise exonerated ELR had it not been dismissed on directed verdict.

[5] In seeking discretionary review, Mr. Wilcox repeatedly conflates the respective roles of Mr. Basehore, ELR, and Bartlett; ignores specific contractual provisions; and disregards the "general rule that when a servant has borrowed servant status *at the time of the relevant transaction*, the servant's general employer can escape liability for damages or injuries flowing from the transaction." *Wilcox*, 189 Wn. App. at 82 (emphasis added), citing *Stocker v. Shell Oil Co.*, 105 Wn.2d 546, 548, 716 P.2d 306 (1986).

the Supreme Court's decision in *Stocker v. Shell Oil Co.*, 105 Wn.2d 546, 716 P.2d 306 (1986), such that "when contractual terms are contrary to the borrowed servant defense, those terms must be given effect over the tort defense." (*See* Pet. for Review at 7). But he does not: (1) direct the Court to any specific contractual term; (2) explain how the term is "contrary to the borrowed servant defense"; or (3) describe how the Court of Appeals' decision conflicts with *Stocker*.

Mr. Wilcox argued in the Court of Appeals (but apparently abandoned his argument before this Court) that the indemnification clause in the subcontract between ELR and WCH prevailed over the borrowed servant defense. (*See* Wilcox's Opening Brief at 29-30). He relied on the Supreme Court's application of the indemnification agreement in *Stocker* and argued that "Mr. Basehore was not WCH's employee but remained BSI's employee, and that ELR would indemnify WCH for harm caused by Mr. Basehore." (*See* Wilcox's Opening Brief at 29 (relying on *Stocker v. Shell Oil*)).

The Court of Appeals correctly interpreted, applied, and followed *Stocker v. Shell Oil*, noting that *Stocker* did not preclude "instructing the jury on a borrowed servant defense in a case where the injured party, rather than a contracting party, seeks recovery." *Wilcox*, 189 Wn. App. at 90. The

Wilcox decision directly quoted the issue that the Supreme Court addressed in *Stocker*: "'whether the borrowed servant status of a negligent worker, assigned pursuant to a contract between a labor supplier and a labor user may defeat an express indemnity agreement *between the contracting parties*.'" *Id.* at 90 (emphasis added) (quoting *Stocker*, 105 Wn.2d at 546-47).

The *Wilcox* decision noted that the Supreme Court in *Stocker* "held that an express contractual agreement for indemnification must prevail over the tort defense of borrowed servant." *Id.* Accordingly, "*Stocker* stands for the proposition that contracting parties may allocate the risk of such liability as they see fit: 'Indemnity agreements are essentially agreements for contractual contribution, whereby one tortfeasor, against whom damages in favor of an injured party have been assessed, may look to another for reimbursement.'" *Id.* at 91 (quoting *Stocker*, 105 Wn.2d at 549).

Interpreting *Stocker*, the Court of Appeals noted that "the borrowed servant doctrine might still operate to assess fault and liability in favor of the injured party. But when parties have allocated the financial risk for such liability in contract, the doctrine cannot serve to reallocate risk." *Id.*

Applying *Stocker* to the facts before it, the Court of Appeals observed that "ELR's duty to indemnify WCH would be relevant in a suit brought by

WCH for indemnification against ELR." *Id.* However, "[t]he duty holds no importance in a negligence suit brought by Dean Wilcox against ELR or Bartlett Services. ELR, and indirectly Bartlett Services, agreed to indemnify WCH, not Wilcox." *Id.*

The Supreme Court in *Stocker* relied on *Tidewater Oil Co. v. Travelers Ins. Co.*, 468 F.2d 985 (5th Cir. 1972). Similarly, the Court of Appeals, here, relied on *Tidewater Oil*, which states that "'[i]nsofar as the furnished workman is under traditional tests as a borrowed servant, the allocation of ultimate responsibility can be in terms of indemnity or of the employee being treated as the servant of one party or the other.'" *Id.* at 92 (quoting *Tidewater*, 468 F.2d at 988). The *Wilcox* decision concluded that "[a]gain, ELR's duty, and by extension Bartlett Services' duty of indemnity, only favors WCH and not Dean Wilcox." *Id.*

The Court of Appeals' decision in the case at bar is consistent with and follows the Supreme Court's decision in *Stocker v. Shell Oil.* There is no conflict. Discretionary review should be denied under RAP 13.4(b)(1).

B. THE COURT OF APPEALS' DECISION DOES NOT INVOLVE AN ISSUE OF SUBSTANTIAL PUBLIC INTEREST.

Mr. Wilcox contends that the Court of Appeals' decision involves an unidentified issue of "substantial public interest," apparently because ELR

was an intermediary between Bartlett and WCH. Mr. Wilcox characterizes the arrangement as "double borrowing." (*See* Pet. For Review at 9)

However, the *Wilcox* decision states that "[c]ase law does not dictate how a general employer lends its employees or whether the general employer may employ an intermediary lender." *Wilcox*, 189 Wn. App. at 93. Instead, "[a]nalysis and application of the borrowed servant rule invariably focuses on who exerted control over the servant for the transaction causing an injury." *Id.*, citing *Brown Labor Ready Northwest, Inc.*, 113 Wn. App. 643, 651, 54 P.3d 166 (2992), *review denied*, 149 Wn.2d 1011 (2003).

The Court of Appeals followed *Brown* closely, noting that in some situations, "the manner in which the general employer lends its servant may impact who controls the work of the servant, but not here." *Id.* at 93. Based on the facts in this case, the *Wilcox* decision affirmed the application of the borrowed servant doctrine because "WCH remained in exclusive control of Stephen Basehore's preparation of the critical work package." *Id.* Here, WCH not only possessed contractual authority to exclusively control the technical aspects of Mr. Basehore's services; WCH, in fact, exercised such control. WCH did not expect or allow ELR, or any other contractor, to be involved in, much less control, the technical aspects of the work performed

by subcontract employees at Hanford.

Because the inquiry for applying the borrowed servant doctrine is focused on which entity controls the negligent worker's task that led to plaintiff's injuries, it is inconsequential if the general employer lends his employee directly or through an intermediary. Here, as in *Brown v. Labor Ready*, the borrowed servant (Mr. Basehore) was performing his work at Hanford under the direction and control of WCH. The testimony established that WCH, and only WCH, controlled Mr. Basehore's day-to-day day activities at the jobsite, and thus the transaction alleged to have caused the injury.

Under the borrowed servant doctrine "a worker under the general employ and pay of one person may be loaned or hired to another. When the worker undertakes the work of the other, the worker becomes the servant of the other for the particular transaction, and the general employer may escape liability for the worker's negligence." *Brown*, 113 Wn. App. at 647. Exclusive control for all purposes is not required. *Id.* at 651.

Mr. Wilcox's petition for discretionary review should be denied because it does not involve an issue of substantial public interest under RAP 13.4(b)(4).

V. CONCLUSION

ELR respectfully requests that the Court deny discretionary review because the Court of Appeals' decision neither conflicts with *Stocker v. Shell Oil*, nor involves an issue of substantial public interest.

Dated this 2 day of November, 2015.

Respectfully submitted,

FLOYD, PFLUEGER & RINGER, P.S.

Amber L. Pearce

Douglas K. Weigel, WSBA No. 27192
Amber L. Pearce, WSBA No. 31626
Attorneys for Respondent ELR Consulting, Inc.

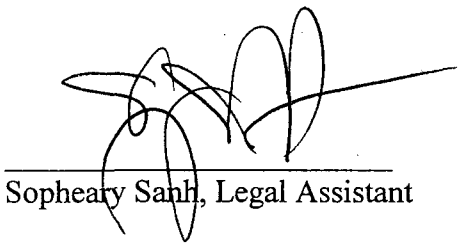
CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that on the 2nd day of November, 2015, I caused to be served a true and correct copy of the foregoing via email and messenger, and addressed to the following:

Mel Crawford
Law Office of Mel Crawford
705 2nd Avenue, Ste. 1500
Seattle, WA 98104

David Whedbee
MacDonald Hoague & Bayless
705 2nd Ave., Suite 1500
Seattle, WA 98104-1798

Mark Dynan
Dynan Conforti, P.S.
2102 North Pearl Street
Suite 400, Building D
Tacoma, WA 98406-2550



Sopheary Sanh, Legal Assistant

OFFICE RECEPTIONIST, CLERK

To: Sopheary Sanh
Subject: RE: Wilcox v. ELR Consulting, Inc. et al.; Cause No. 92362-1

Received on 11-02-2015

Supreme Court Clerk's Office

Please note that any pleading filed as an attachment to e-mail will be treated as the original. Therefore, if a filing is by e-mail attachment, it is not necessary to mail to the court the original of the document.

From: Sopheary Sanh [mailto:ssanh@floyd-ringer.com]
Sent: Monday, November 02, 2015 2:53 PM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Cc: Sopheary Sanh <ssanh@floyd-ringer.com>
Subject: Wilcox v. ELR Consulting, Inc. et al.; Cause No. 92362-1

Case Name: DEAN WILCOX, Petitioner, v. STEVE BASEHORE, BARTLETT SERVICES, INC., AND ELR CONSULTING, INC., Respondents.	**Cause No.** 92362-1 **Attorney for:** Respondent ELR CONSULTING, INC.
Attorney: Douglas K. Weigel, WSBA No. 27192 Amber L. Pearce, WSBA No. 31626 dweigel@floyd-ringer.com apearce@floyd-ringer.com	**Document:** Respondent ELR Consulting's Answer to Wilcox's Petition for Discretionary Review

SOPHEARY SANH
LEGAL ASSISTANT
FLOYD, PFLUEGER & RINGER, P.S.
200 WEST THOMAS STREET, STE. 500
SEATTLE, WA 98119
P (206) 441-4455 || F (206) 441-8484
SSANH@FLOYD-RINGER.COM