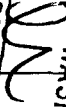


**COURT OF APPEALS, DIVISION II,
OF THE STATE OF WASHINGTON**

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COURT OF APPEALS
DIVISION II
2015 AUG 18 AM 11:39
STATE OF WASHINGTON
BY  DEPUTY

JOSEPH R. AMEDSON,
RESPONDENT,

v.

PUGET SOUND ELECTRIC COMPANY, a Washington
corporation; and TRAVELERS CASUALTY AND SURETY
COMPANY, BOND # 105336057,

APPELLANTS.

BRIEF OF RESPONDENT JOSEPH R. AMEDSON

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ORIGINAL

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I. INTRODUCTION

The underlying claim on which the Pierce County Superior Court granted Summary Judgment to and Judgment in favor of Respondent Joseph R. Amedson (Amedson) is grounded solely in and on Chapter 19.28 RCW (“Electricians and Electrical Installations”) under and pursuant to the provisions of RCW 19.28.071, RCW 19.28.041(3), and RCW 19.28.010(1).¹ As admitted by the Appellants and as found and concluded by the Superior Court, these statutes establish a strict liability standard for actions against the required bond for all damages that may be sustained by any person due to the electrical contractor’s failure to install any wires, components, and equipment in strict conformity with the requirements of Chapter 19.28 RCW, including the applicable National Electric Code. Contrary to the contentions of Appellants, Amedson’s action against the bond is not grounded in or on any tenets of law regarding or relating to sureties, contracts, or negligence. First enacted by the Laws of 1919, Chapter 204, these consistent applicable provisions of Chapter 19.28 RCW are unique and are to be judicially applied as legislatively intended – imposing strict liability in actions on the Electrical Contractor’s Bond for the contractor’s failing in the act of installing electrical wiring and equipment to strictly conform with the requirements of Chapter

¹ A full copy of each of these State statutes is presented in the Appendix (APP), at pages 2 - 7. The purpose of the statutorily-required electrical contractor’s bond is to guarantee that the contractor will be financially responsible for and capable of paying, at least at a minimum by and through its bond, for damages stemming from its failure to strictly comply with and conform its installation of electrical wiring and equipment with all requirements of Chapter 19.28 RCW at least up to the maximum face value of the bond of \$ 4,000.

19.28 RCW, including the relevant and applicable provisions of the 2008 National Electric Code.

II. RELIEF REQUESTED

Amedson respectfully asks the Court to deny this appeal and affirm the Pierce County Superior Court's grant of Summary Judgment and Judgment to him against Travelers Bond # 105336057 in the amount of \$ 4,000.

III. ISSUE PRESENTED FOR APPELLATE REVIEW

As they did in Superior Court, Appellants do not challenge the strict liability standard imposed by Chapter 19.28 RCW in actions against the Electrical Contractor's Bond. Appellants only issue on appeal regards whether Amedson must wait to bring such an action until after the underlying contract is completed (*i.e.*, the trim phase), rather than at the completion of any significant, stand-alone element thereof (*i.e.*, the rough-in phase) under circumstances where the contractor confirms that its services are completed, those services are fully paid, and the contract is mutually brought to a conclusion without the contractor's objection, reservation, or exception?

IV. COUNTER STATEMENT OF THE CASE

A. BACKGROUND STATEMENT OF FACTS

In 2007, Amedson short platted certain real property he first acquired in 1998 into four separate lots for single family residential purposes. Clerk's Papers (CP), at 214-16, 218-19. In November 2012 and still owning three of the lots, Amedson entered into three written contracts with Appellant Puget Sound Electric Company (PSEC) for the "complete Rough-In and Trim-Out"

for each of the new homes he was building on Lots 2, 3, and 4.² Identical under each of the three contracts was that Amedson would pay PSEC a “1st Payment of \$2000.00 . . . for all material and permit costs”; a “2nd Payment of \$4500.00 . . . when Rough-In Inspection is approved”; and the “Balance of \$2000.00 plus sales tax . . . when Trim Inspection is [ap]proved by LNI,” with PSEC’s work estimated to “take 6-8 days.” CP, at 73; APP, at 9. Due to various issues that arose between Amedson and PSEC, the electrical work performed by PSEC on each of the three homes was through the completion of Rough-In; for each of which Amedson paid PSEC a total of \$ 6,500 plus sales tax, for a total of \$ 21,723.95. CP, at 93; APP, at 11. Overall, the total amount Amedson paid PSEC was \$ 25,223.45. CP, at 67 ¶¶ 28-29.

During the course of the electrical work, Amedson and PSEC had disagreements over various contractual and non-contractual issues, including the timing of the payment of the sales tax,³ and PSEC’s unbudging and threatening insistence, by and through its President, Charles W. Clark, that Amedson pay certain alleged late penalties assessed against PSEC by the State Department of Revenue.⁴ Amedson and PSEC came to a mutual

² As an example of the written contracts entered into between Amedson and PSEC, *see* CP, at 72-74 (contract for Lot 2). A copy of this contract is also presented in APP, at 8-10.

³ *See* CP, at 66 ¶¶ 22-23. Which under the express terms of the contracts was not due as a lump sum payment until subsequent to trim approval. CP, at 73; APP, at 9.

⁴ For a general discussion of this particular matter, *see* CP, at 65-66 ¶¶ 21-23. In fact, there were no “late penalties;” the alleged “late penalty” assessed against PSEC was in fact two Judgments obtained in 2010 and 2011 by the Department of Revenue (DOR) against PSEC stemming from a tax debt. CP, at 66 ¶ 23; CP, at 88. The DOR only wanted Amedson to
(continued...)

conclusion of their contractual relationship on April 17, 2013, with Amedson paying PSEC an amount equal to \$ 2,223.45 that represented the sales tax on the work completed and the alleged “late penalty assessed by Dept. of Revenue” (accepted by signature of Charles Clark, President of PSEC) in addition to \$ 1,000 by check made payable to “Cash” for work PSEC’s crew performed on April 17 under the contracts,⁵ and with PSEC executing and providing a Daily Service Report of that date with “Service Complete” circled “Yes” without any objections, reservations, qualifications, limitations, exceptions, conditions, or provisos whatsoever.⁶ The services actually stated by PSEC as complete on April 17, 2013, was that electrical work comprising its installation of Rough-In. As generally accepted and as commonly used in electrical work, the term “Rough-In” means and is described as follows:

In broad terms, “Rough-In” means electrical work on everything to be covered by surfaces – principally drywall (*e.g.*, wire, plug boxes, junction boxes).

CP, at 194 ¶ 3 (Declaration of Mark James, on behalf of PSEC).

In broad terms, “rough in” means electrical work on everything to be covered by surfaces – principally drywall (*e.g.*, wire, plug boxes).

⁴(...continued)
withhold future payments that may be due PSEC in order to remit to the DOR to satisfy the Judgments; but by the time Amedson received the DOR notice on April 18, 2013, all payments from Amedson to PSEC had been made and there was nothing to withhold and remit. CP, at 66 ¶¶ 23-24; CP, at 88-91; CP, at 93.

⁵ See CP, at 66 ¶¶ 24-25.

⁶ See CP, at 67 ¶ 27; CP, at 93; APP, at 11. Compare with CP, at pp. 84-86 (PSEC Daily Service Reports for Lots 2, 3, and 4 dated 1/15/2013 with “Service Complete” circled “No” and payment for sales tax noted on each Report as “Due” by a certain date).

CP, at 150 ¶ 3 (Declaration of Charles W. Clark, President of PSEC). And described in a bit more detail:

Completion of rough-in means that the electrical contractor has identified all electrical circuits and calculated all loads for each breaker to be installed; and that all wiring has been installed for each circuit from the breaker box to each outlet, fixture or component to be served by each such circuit.

CP, at 63 ¶ 18 (Amedson's Declaration).⁷

With PSEC's completion of installation of the electrical rough-in on April 17, 2013, Amedson proceeded with finishing the interior of each of the new homes and retaining additional electricians to install and complete the trim.⁸ One of the contractors employed, CTI Construction, experienced many problems with installing the trim work on PSEC's rough-in that it could not fully resolve, including, as personally observed and experienced by Amedson, switches that did not operate their intended fixtures and/or compo-

⁷ Based on his past personal experience and familiarity with rough-in electrical work in residential construction, Amedson very succinctly explains why the correct installation of the rough-in electrical work is so critically important in new home construction: "Upon completion of electrical rough-in, it is essential that all circuitry work has been completed to all code requirements as following approval of rough-in by LNI [Washington State Labor and Industries] the wall insulation and drywall is installed to prepare for painting and finishing of the home interior. . . . It is essential that the rough-in work was done correctly by the electrical contractor as making any corrections to wiring and/or circuitry defects or deficiencies at the final trim stage [*i.e.*, connecting the existing wiring to each outlet, fixture and component that is installed at that time, and connecting all wiring circuits to the power source through the breaker box] entails much damage to the home's interior causing delays in time for the home completion and marketing and substantial increases in cost." CP, at 63 ¶ 18. Appellants also admit that, generally, as part of the rough-in installation the contractor should test its work and correct any problems at that time. Appellants' Opening Brief, at p. 11.

⁸ The electrical "trim" is generally defined to mean "everything installed outside of the drywall (e.g., light fixtures) and is what is seen by the homeowner." CP, at 194 ¶ 3; CP, at 150 ¶ 3 (trim includes "light fixtures, outlets, [and] light switches"); CP, at 64 ¶ 18 ("trim work . . . consists of connecting the existing wiring to each outlet, fixture and component that is installed at that time, and connecting all wiring circuits to the power source through the breaker box").

nents, circuits that were not connected with wiring or otherwise not completed, missing ground fault protection devices, and circuit breakers that tripped when fixtures and/or components were turned on indicating the overloading of such circuits. CP, at 68 ¶¶ 31 (lines 6-10) and 33.⁹ Amedson then retained SIRB Electric to troubleshoot, report on, repair, and correct all of PSEC's defects and deficiencies in its installation of the rough-in electrical wiring and equipment in the new homes on Lots 2, 3, and 4. CP, at 68 ¶ 34.

As experienced first hand by Amedson and based on SIRB Electric's inspection and report (CP, at 104; APP, at 12), as confirmed by LNI Inspector Greg Harris (CP, at 110-12), PSEC's installation of the electrical rough-in for Amedson's new homes failed to comply and strictly conform with the requirements of Chapter 19.28 RCW, including the following violations of applicable provisions of the 2008 National Electric Code (2008 NEC): "circuit load calculation errors and overloading of circuit breakers (2008 NEC § 210.23), discontinuity in branch circuits (2008 NEC § 110.7; 2008 NEC § 300.13), incomplete circuits to all rooms and missing GFI protection (2008 NEC § 210.8; WAC 296-46B-210); poor workmanship (2008 NEC § 110.12; ANSI/NECA 1-2006, *Standard Practices for Good Workmanship in Electrical Contracting*); and improper placement of or missing receptacles and/or junction boxes (2008 NEC § 210.50)." CP, at 69 ¶ 36; CP, at 98 ¶ 10; CP at 111-12 ¶ 7. The additional cost that Amedson

⁹ The trim work completed by CTI Construction cost Amedson a total of \$2,000. CP, at 69 ¶ 37.

paid SIRB Electric for its work to finish the electrical systems' final trim for each new home and to remedy PSEC's deficient and defective installation of electrical rough-in work in the new homes on Lots 2, 3, and 4, and thereby meet the requirements of Chapter 19.28 RCW, including the 2008 NEC, was \$ 12,939.50. CP, at 69 ¶ 38; CP, at 106-09. However, that part of SIRB Electric's work necessary and appropriate to correct the defects and deficiencies in PSEC's installation of electrical rough-in for all the new homes, and in order that the finished electrical wiring and equipment met all the requirements of applicable law, including the 2008 NEC, was equal to not less than \$ 4,977.86. CP, at 99-100 ¶¶ 13-14; CP, at 69 ¶ 39.

B. BACKGROUND STATEMENT OF PROCEDURES

Following the Superior Court's grant of Summary Judgment to Amedson on the Bond on November 14, 2014, and prior to final entry, the Court asked for the parties to research and present to it their findings regarding the possible effect on PSEC of immediate execution on its Bond. The parties conducted their research and presented their findings to the Court, with additional oral argument, on December 12, 2014.¹⁰ The Court signed and entered the Judgment and Order Granting Summary Judgment on that date. CP, at 287-92. Appellants then submitted a Motion for Reconsideration, that the Superior Court denied on December 31, 2014. CP, at 340. On January 6, 2015, and subsequent to his completing discovery, Amedson filed a CR

¹⁰ See Verbatim Transcript of Proceedings, Hearing (December 12, 2014).

41(a)(1)(B) motion for voluntary dismissal of all remaining claims and defendants, retaining only PSEC and Travelers/Bond, that was granted by the Superior Court on January 23, 2015.¹¹ Appellants filed their Notice of Appeal to this Court on January 30, 2015, seeking review of only the Superior Court's entry of Judgment and Order Granting Summary Judgment to Amedson on the Bond, and the Superior Court's denial of Appellants' Motion for Reconsideration. Based on the grant of Amedson's CR 41(a)(1)(B) Motion, the underlying case has been completed and is final.

V. STANDARD OF REVIEW

This Court engages in the same inquiry as the Superior Court when reviewing an order for summary judgment. *Denaxas v. Sandstone Court of Bellevue, L.L.C.*, 148 Wn.2d 654, 662, 63 P.3d 125 (2003). Summary judgment is appropriate if there is no genuine issue of material fact and the moving party is entitled to a judgment as a matter of law. CR 56(c). A material fact is one upon which the outcome of the litigation depends, in whole or in part.¹² The burden is on the moving party to demonstrate that there is no genuine issue as to a material fact and that, as a matter of law, summary judgment is proper.¹³ If the moving party satisfies its burden, the nonmoving party must present evidence that demonstrates that material facts

¹¹ Appellants did not appeal this Order of Dismissal.

¹² *Morris v. McNicol*, 83 Wn.2d 491, 494, 519 P.2d 7 (1974); *Cameron v. Downs*, 32 Wn. App. 875, 877, 650 P.2d 260 (1982).

¹³ *Hartley v. State*, 103 Wn.2d 768, 774, 698 P.2d 77 (1985).

are in dispute.¹⁴ The non-moving party may not rely on speculation, argumentative assertions that unresolved factual issues remain, or its affidavits being considered at face value.¹⁵ If the nonmoving party fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial, then the trial court should grant the motion.¹⁶ Any affirmative defenses that must have been pleaded in an answer to the complaint, or otherwise raised in opposition to a motion, but were not, are waived. CR 8(c).¹⁷ Also, "an issue raised and argued for the first time in a reply brief is too late to warrant consideration."¹⁸ Statutes are interpreted as an issue of law and applied to

¹⁴ *Baldwin v. Sisters of Providence in Washington, Inc.*, 112 Wn.2d 127, 132, 769 P.2d 298 (1989).

¹⁵ *Seven Gables Corporation v. MGM/UA Entertainment Company*, 106 Wn.2d 1, 13, 721 P.2d 1 (1986). Unsupported conclusory assertions are insufficient to defeat summary judgment. *Grimwood v. University of Puget Sound, Inc.*, 110 Wn.2d 355, 359-60, 753 P.2d 517 (1988). "Mere allegations, argumentative assertions, conclusory statements, and speculation do not raise issues of material fact that preclude a grant of summary judgment." *Greenhalgh v. Department of Corrections*, 160 Wn. App. 706, 714, 248 P.3d 150 (2011).

¹⁶ *Hines v. Data Line Systems, Inc.*, 114 Wn.2d 127, 148, 787 P.2d 8 (1990). "A party moving for summary judgment is entitled to the benefit of any relevant presumptions that support the motion." *Coca-Cola Company v. Overland, Inc.*, 692 F.2d 1250, 1254 (9th Cir. 1982). The mere existence of some alleged factual dispute between the parties will not defeat a motion for summary judgment because the requirement is that there be no genuine issue of material fact. Factual disputes that are irrelevant or unnecessary will not be counted. The disputed, material fact must also create a genuine issue, which means that the evidence is such that a reasonable jury could return a verdict for the nonmoving party, the same standard used in evaluating a motion for directed verdict. The mere existence of a scintilla of evidence in support of the nonmoving party's position will be insufficient; there must be evidence on which the jury could reasonably find for the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-51, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986).

¹⁷ *Harting v. Barton*, 101 Wn. App. 954, 962, 6 P.3d 91 (2000). A general denial is not sufficient to raise an affirmative defense. 2 *Federal Practice* § 8.27(3), at 8-182 (2d ed. 1987).

¹⁸ *Cowiche Canyon Conservancy v. Bosley*, 118 Wn.2d 801, 809, 828 P.2d 549 (1992).

ascertain and carry out the Legislature's intent.¹⁹ Legislative intent is determined from the statute's plain language, "considering the text of the provision in question, the context of the statute in which the provision is found, related provisions, amendments to the provision, and the statutory scheme as a whole."²⁰ Words or terms that are undefined in the applicable statute are given their ordinary and customary meaning found in dictionaries.²¹

VI. ARGUMENT AND DISCUSSION

Amedson's claim and this appeal deal exclusively with a statutorily-required bond and enforcement thereof under statutory strict liability. Admitted by the Appellants and as found and concluded by the Superior Court, Chapter 19.28 RCW is a strict liability statute to enforce a statutory bond.

THE COURT: Do you agree with Plaintiff's contention that the . . . it's a strict liability standard?

MR. ALVESTAD: It's a strict liability standard with respect to whether or not there was a failure.

THE COURT: Understood. So if there's a failure to comply with the appropriate code, and if that's proven, then whether or not this is negligent conduct doesn't matter. It doesn't matter if it's a breach of contract. The issue is, is there compliance with the code?

MR. ALVESTAD: I hadn't thought about it that way, but I think that that's probably the case.

¹⁹ *Ralph v. Department of Natural Resources*, 182 Wn.2d 242, 248, 343 P.3d 342 (2014).

²⁰ *Association of Washington Spirits & Wine Distributors v. Washington State Liquor Control Board*, 182 Wn.2d 342, 350, 340 P.3d 849 (2015).

²¹ Where the legislature has not defined a particular term or word in a statute, a standard dictionary definition controls. *State v. Watson*, 146 Wn.2d 947, 954, 51 P.3d 66 (2002).

Report of Proceedings (RP), at p.11, lines 15-25.²²

Although Appellants admit that PSEC had completed the “rough-in” electrical installation,²³ they continued to argue, as their one and only argument against Summary Judgment and Amedson’s action against the Bond, that this was really a contractual matter and they were somehow legally entitled to continue to work in the new homes to try to correct all PSEC’s defective and deficient electrical work until they perchance corrected their failed strict compliance with the requirements of Chapter 19.28 RCW, including the 2008 NEC.

THE COURT: Okay. But you are saying as a matter of law really I – it seems to me that what you are arguing is that as a matter of law an action cannot be brought on the bond until all of the work is complete.

MR. ALVESTAD: An action cannot be brought on the bond until there is certainty that the work hasn’t been completed, and the contract requires that that work be completed at the end of the trim phase, not at the end of the rough in phase. That’s the essence of my client’s declaration, and it’s also the essence of what my expert says. There is an issue of fact then, I believe, for summary judgment under the summary judgment standard on whether or not and when that work was supposed to be done. And if it was supposed to be done at the end of the trim phase or it would have been remedied at the end of the trim phase, then that is a – that’s perhaps a question of fact. I don’t think it is because I think that’s very clear, but that’s a question of fact on whether the contract required that all of these things be done at the end of the trim phase. Plus, it’s an issue of fact on whether or not these things could have even been done at the end of the rough in phase because there was a –

²² Verbatim Transcript of Proceedings, Summary Judgment (November 14, 2014).

²³ “THE COURT: But didn’t they state that services were complete no later than April 17, 2013? MR. ALVESTAD: The rough in. The rough in was done.” RP, at 12, lines 8-11.

THE COURT: But this is not an action on the contract. This is an action contending that the work that was done was done not in accordance with the code.

RP, at p. 8, lines 12-25, and at p. 9, lines 1-12.

Appellants continue to pursue their only argument against Summary Judgment in this appeal, contending that there is a genuine issue of material fact as to whether an action on the Bond can only be brought at the completion of the entire underlying contract, rather than at the completion of any of the electrical work installed at the time such contract is mutually brought to a conclusion. Contrary to Appellants' contention, this matter is resolved as an issue of law, not under any contractual relationship but, because an action on the statutorily-required Bond is purely statutory, solely under and pursuant to the provisions and requirements of Chapter 19.28 RCW.

A. Chapter 19.28 RCW Imposes A Strict Liability Standard In Actions Brought Against An Electrical Contractor's Bond Applicable To The Act Of Installing Any Electrical Wiring And Equipment That Does Not Strictly Conform With All Requirements Of Chapter 19.28 RCW, Including The 2008 NEC

The electrical installation work performed by PSEC was under, pursuant to, and in accordance with its licensure as an Electrical Contractor by the Washington State Department of Labor and Industries (RCW 19.28.041 (1); LNI License # PUGETSE902KK). CP, at 221. Pursuant to the requirements of RCW 19.28.041(3), "the application for an electrical contractor license shall be accompanied by a bond in the sum of four thousand dollars" Here, the required Bond for all relevant purposes of PSEC's electrical

contractor's license was issued by Travelers, Bond # 105336057, with PSEC as principal and the Washington State Department of Labor and Industries as obligee. CP, at 118-23.²⁴ An action against the Electrical Contractor's Bond is brought under and pursuant to the following statute:²⁵

Any person, firm, or corporation sustaining any damage or injury by reason of the principal's breach of the conditions of the bond required under RCW 19.28.041 may bring an action against the surety named therein, joining in the action the principal named in the bond; the action shall be brought in the superior court of any county in which the principal on the bond resides or transacts business, or in the county in which the work was performed as a result of which the breach is alleged to have occurred; the action shall be maintained and prosecuted as other civil actions. **Claims or actions against the surety on the bond shall be paid in full** in the following order of priority: (1) Labor, including employee benefits, (2) materials and equipment used upon such work, (3) taxes and contributions due to the state, (4) **damages sustained by any person, firm or corporation due to the *failure* of the principal to make the *installation* in accordance with the provisions of chapter 19.28 RCW, or any ordinance, building code, or regulation applicable thereto.**

RCW 19.28.071. The mandatory statutory conditions covered by the Travelers Bond are as follows:

The bond shall be conditioned that *in any installation* or maintenance of wires or equipment to convey electrical current, and

²⁴ This in itself is a significant difference between a statutorily-required Electrical Contractor's Bond and a contract performance bond that seems to be the focus of Appellants' Main Brief and case citations. A performance bond ensures completion of a contract and work yet to be performed; whereas the Bond in our case is intended to ensure that the contractor, at a minimum by and through its bond, pays any person for damages (at least up to \$ 4,000) sustained by the failure of any electrical wiring and equipment it installs to strictly conform and comply with all requirements of Chapter 19.28 RCW, including the 2008 NEC.

²⁵ The Court is asked to take judicial notice of the relevant statutes and regulations of the State of Washington. ER 201. *See also* RCW 5.24.010 (judicial notice of State statutes); and RCW 34.05.210(9) (formal rules promulgated and published by State administrative agencies and codified in the WAC).

equipment to be operated by electrical current, the principal will comply with the provisions of this chapter and with any electrical ordinance, building code, or regulation of a city or town adopted pursuant to RCW 19.28.010(3) that is in effect at the time of entering into a contract. . . . The bond shall be conditioned further that the principal will pay for all . . . damages that may be sustained by any person . . . *due to a failure* of the principal to make the installation or maintenance in accordance with this chapter

RCW 19.28.041(3) (emphasis added).²⁶

A relevant and mandatory *provision of this chapter* applicable to PSEC's installing of any electric wiring and equipment/components in each of the new homes on Lots 2, 3, and 4 is the following:

All wires and equipment, and installations thereof, that convey electric current . . . shall be in strict conformity with this chapter, the statutes of the state of Washington, and the rules issued by the department, and shall be in conformity with approved methods of construction for safety to life and property. . . . The regulations and articles in the National Electrical Code, the national electrical safety code, and other installation and safety regulations approved by the national fire protection association, as modified or supplemented by rules issued by the department in furtherance of safety to life an property under authority hereby granted, shall be prima facie evidence of the approved methods of construction.

RCW 19.28.010(1) (emphasis added). The relevant *regulations and articles in the National Electric Code* applicable at the time the contracts were entered into between Amedson and PSEC in November 2012 were set forth in the 2008 National Electric Code (2008 NEC). *See* CP, at 111 ¶ 5 (re: relevant WAC 296-46B-010(1) in effect during the period from 2008-2014).

²⁶ Notable is that all conditions of the Bond must be consistent with the requirements set forth in Chapter 19.28 RCW, as any "contractual provisions which conflict with the terms of a legislative enactment are illegal and unenforceable." *Machen, Inc. v. Aircraft Design, Inc.*, 65 Wn. App. 319, 333, 828 P.2d 73, *review denied*, 120 Wn.2d 1007 (1992).

In the context of Chapter 19.28 RCW, the word “failure” means “failure of duty or obligation . . .; deficiency; want, or lack; inefficiency as measured by some legal standard.”²⁷ The word “installation” is generally defined as meaning “the act of installing . . .; the fact of being installed.” Webster’s, at p. 698.²⁸ Moreover, the phrase “a failure” as used in RCW 19.28.041(3) connotes “any” failure to strictly conform with statutory requirements. Black’s Law Dictionary, at p. 1. Thus, ‘a failure . . . to make the installation’ should fairly be read to mean a deficiency or want of strict conformity in the act of, or during, any installing of electric wiring and equipment as measured by the relevant legal standards of Chapter 19.28 RCW, including the 2008 NEC. There is no prerequisite to prove any breach of contract or negligent conduct under the statutory strict liability of Chapter 19.28 RCW.²⁹

²⁷ Black’s Law Dictionary, at p. 534 (5th ed. 1979). It is also generally defined to mean “an act or instance of failing . . .; nonperformance of something . . . required.” Webster’s College Dictionary, at p. 478 (Random House 1995).

²⁸ Also as generally understood and used, “an installing or being installed.” Webster’s New World Dictionary, at p. 757 (College ed. 1966). And the phrase “any installation” in RCW 19.28.041(3) means “all or every” act of installing. Black’s Law Dictionary, at p. 86.

²⁹ As admitted by the Appellants, RP, at p. 11, lines 15-25, and as found and concluded by the Superior Court, CP, at 290 ¶¶ 1 and 2, Chapter 19.28 RCW creates a strict liability standard in actions against an Electrical Contractor’s Bond. “[Strict liability] statutes impose liability without regard to fault in the sense of any wrongful intent or negligent conduct [or breach of any contract]. They represent an extension of liability for losses resulting from tortious conduct on the part of those engaged in businesses requiring strict regulation and control in order to insure the welfare and safety of the public. Strict liability is justified on the theory that such business or activity can best bear the loss occasioned by a violation of law regulating the business or activity, even though the violation was unintentional or did not involve any deviation from the standard of due care.” *Dahl v. Northwestern National Bank of Minneapolis*, 121 N.W.2d 321, 324 (Minn. 1963) (personal injuries sustained as a result of an illegal sale of liquor). Strict liability arises where a statute that contains an express liability provision is violated. See, e.g., *Klein v. Pyrodyne Corporation*, 117 Wn.2d 1, 12-13, 810 P.2d 917 (1991) (finding statutory strict liability on pyrotechnicians for damages (continued...))

B. There Is No Provision In Or Condition Of Chapter 19.28 RCW That Can Fairly Be Read To Require Amedson To Wait Until The Underlying Contract With PSEC Has Been Completed To Bring An Action On The Bond Where Under The Circumstances The Electrical Services Provided By PSEC Have Been Confirmed By It To Be Complete And The Underlying Contract Has Been Mutually Concluded Without PSEC Raising Any Objections, Reservations, Limitations, Exceptions, Or Conditions Whatsoever

Contrary to Appellants' principle contention and issue in their appeal, there is nothing in Chapter 19.28 RCW that can fairly be read to require Amedson to wait until the underlying contract with PSEC has been completed, or opportunities given to correct defects and deficiencies in strictly conforming to the requirements of Chapter 19.28 RCW and the 2008 NEC, to bring an action on the Bond where, under the circumstances in our case, the electrical services provided by PSEC have been confirmed by it to be complete and the underlying contract has been mutually concluded, without PSEC raising any objections, reservations, or conditions whatsoever. CP, at 93; APP, at 11. This is consistent with the Superior Court's conclusion that:

I don't think reasonable minds can differ on the facts here. And I don't believe that the law requires the Plaintiff to wait to bring an action on this bond.

RP, at p. 16, lines 21-24. *See also* CP, at pp. 290-91 ¶¶ 3-5. The statutory language of Chapter 19.28 RCW clearly mandates that (1) electrical contrac-

²⁹(...continued)
caused by fireworks displays); *Hansen v. Sipe*, 34 Wn. App. 888, 890, 664 P.2d 1295 (1983) (liability of owner for dog bites); *Albrecht v. Groat*, 91 Wn.2d 257, 259, 588 P.2d 229 (1978) (liability of common carrier).

tors must, as a prerequisite to doing business as a licensee in Washington, obtain and maintain a bond in the amount of \$ 4,000; and (2) the bond covers and pays for all damages resulting from an electrical contractor's work on electrical systems that fails to fully and strictly conform and comply with all applicable State laws and regulations, including and not limited to the 2008 NEC, regardless of whether those damages were caused by the negligence of or breach of contract by the electrical contractor. Thus, in answer to Appellants' principle issue raised in their appeal, breach of contract neither must be alleged nor proven in order for Amedson to recover against the Bond, and Amedson is not required to give PSEC opportunities to correct its deficient and defective electrical work and wait until the completion of the underlying contract under circumstances where PSEC confirmed that its contractual services were complete and the underlying contract has been mutually concluded, without PSEC raising any objections, reservations, limitations, exceptions, or conditions whatsoever.

Accordingly, the preponderance of competent evidence shows that there is no genuine issue of material fact regarding PSEC's failure to install the rough-in electrical wiring and equipment in strict conformity with the requirements of Chapter 19.28 RCW, including the 2008 NEC; therefore, judgment against Travelers Bond # 105336057 was appropriately granted by Summary Judgment as a matter of law under the statutory strict liability of Chapter 19.28 RCW. *See* CP, at pp. 289-90 ¶¶ A-H (Findings of Fact); CP, at 290-91 ¶¶ 1-5 (Conclusions of Law); CP, at p. 291 ¶¶ A and B (Order).

VII. CONCLUSIONS

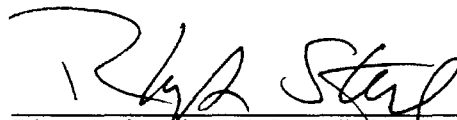
Based on the foregoing and under and pursuant to the statutory strict liability provisions of Chapter 19.28 RCW, Judgment and the Order of Summary Judgment against Travelers Bond #105336057 was appropriately granted as a matter of law by the Superior Court.

Respondent Joseph Amedson respectfully asks this Court to deny Appellants' appeal and affirm the Superior Court's grant of Judgment and Order of Summary Judgment in his favor against the Travelers Bond # 105336057 in an amount equal to \$ 4,000.

DATED this 15th day of August, 2015.

Respectfully submitted,

RHYS A. STERLING, P.E., J.D.

A handwritten signature in black ink, appearing to read "Rhys A. Sterling", written over a horizontal line.

Rhys A. Sterling, WSBA #13846
Attorney for Respondent Joseph Amedson

* * * * *

APPENDIX

* * * * *

APPENDIX INDEX

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RELEVANT WASHINGTON STATE STATUTES (RCW)

RCW 19.28.010 Electrical wiring requirements — General —
Exceptions.

(1) All wires and equipment, and installations thereof, that convey electric current and installations of equipment to be operated by electric current, in, on, or about buildings or structures, except for telephone, telegraph, radio, and television wires and equipment, and television antenna installations, signal strength amplifiers, and coaxial installations pertaining thereto shall be in strict conformity with this chapter, the statutes of the state of Washington, and the rules issued by the department, and shall be in conformity with approved methods of construction for safety to life and property. All wires and equipment that fall within section 90.2(b)(5) of the National Electrical Code, 1981 edition, are exempt from the requirements of this chapter. The regulations and articles in the National Electrical Code, the national electrical safety code, and other installation and safety regulations approved by the national fire protection association, as modified or supplemented by rules issued by the department in furtherance of safety to life and property under authority hereby granted, shall be prima facie evidence of the approved methods of construction. All materials, devices, appliances, and equipment used in such installations shall be of a type that conforms to applicable standards or be indicated as acceptable by the established standards of any electrical product testing laboratory which is accredited by the department. Industrial control panels, utilization equipment, and their components do not need to be listed, labeled, or otherwise indicated as acceptable by an accredited electrical product testing laboratory unless specifically required by the National Electrical Code, 1993 edition.

(2) Residential buildings or structures moved into or within a county, city, or town are not required to comply with all of the requirements of this chapter, if the original occupancy classification of the building or structure is not changed as a result of the move. This subsection shall not apply to residential buildings or structures that are substantially remodeled or rehabilitated.

(3) This chapter shall not limit the authority or power of any city or town to enact and enforce under authority given by law, any ordinance, rule, or regulation requiring an equal, higher, or better standard of construction and an equal, higher, or better standard of materials, devices, appliances, and equipment than that required by this chapter. A city or town shall require that its electrical inspectors meet the qualifications

provided for state electrical inspectors in accordance with RCW 19.28.321. In a city or town having an equal, higher, or better standard the installations, materials, devices, appliances, and equipment shall be in accordance with the ordinance, rule, or regulation of the city or town. Electrical equipment associated with spas, hot tubs, swimming pools, and hydromassage bathtubs shall not be offered for sale or exchange unless the electrical equipment is certified as being in compliance with the applicable product safety standard by bearing the certification mark of an approved electrical products testing laboratory.

(4) Nothing in this chapter may be construed as permitting the connection of any conductor of any electric circuit with a pipe that is connected with or designed to be connected with a waterworks piping system, without the consent of the person or persons legally responsible for the operation and maintenance of the waterworks piping system.

[2001 c 211 § 2; 1993 c 275 § 2; 1992 c 79 § 2. Prior: 1986 c 263 § 1; 1986 c 156 § 2; 1983 c 206 § 2; 1965 ex.s. c 117 § 1; 1963 c 207 § 1; 1935 c 169 § 1; RRS § 8307-1. Formerly RCW 19.28.020, 19.28.030, 19.28.040, 19.28.050.]

RCW 19.28.041 License required — General or specialty licenses — Fees — Application — Bond or cash deposit.

(1) It is unlawful for any person, firm, partnership, corporation, or other entity to advertise, offer to do work, submit a bid, engage in, conduct, or carry on the business of installing or maintaining wires or equipment to convey electric current, or installing or maintaining equipment to be operated by electric current as it pertains to the electrical industry, without having an unrevoked, unsuspended, and unexpired electrical contractor license, issued by the department in accordance with this chapter. All electrical contractor licenses expire twenty-four calendar months following the day of their issue. The department may issue an electrical contractor license for a period of less than twenty-four months only for the purpose of equalizing the number of electrical contractor licenses that expire each month. Application for an electrical contractor license shall be made in writing to the department, accompanied by the required fee. The application shall state:

- (a) The name and address of the applicant; in case of firms or partnerships, the names of the individuals composing the firm or partnership; in case of corporations, the names of the managing officials thereof;
- (b) The location of the place of business of the applicant and the name under which the business is conducted;
- (c) Employer social security number;

(d) Evidence of workers' compensation coverage for the applicant's employees working in Washington, as follows:

(i) The applicant's industrial insurance account number issued by the department;

(ii) The applicant's self-insurer number issued by the department; or

(iii) For applicants domiciled in a state or province of Canada subject to an agreement entered into under RCW 51.12.120(7), as permitted by the agreement, filing a certificate of coverage issued by the agency that administers the workers' compensation law in the applicant's state or province of domicile certifying that the applicant has secured the payment of compensation under the other state's or province's workers' compensation law;

(e) Employment security department number;

(f) State excise tax registration number;

(g) Unified business identifier (UBI) account number may be substituted for the information required by (d) of this subsection if the applicant will not employ employees in Washington, and by (e) and (f) of this subsection; and

(h) Whether a general or specialty electrical contractor license is sought and, if the latter, the type of specialty. Electrical contractor specialties include, but are not limited to: Residential, pump and irrigation, limited energy system, signs, nonresidential maintenance, restricted nonresidential maintenance, appliance repair, and a combination specialty. A general electrical contractor license shall grant to the holder the right to engage in, conduct, or carry on the business of installing or maintaining wires or equipment to carry electric current, and installing or maintaining equipment, or installing or maintaining material to fasten or insulate such wires or equipment to be operated by electric current, in the state of Washington. A specialty electrical contractor license shall grant to the holder a limited right to engage in, conduct, or carry on the business of installing or maintaining wires or equipment to carry electrical current, and installing or maintaining equipment; or installing or maintaining material to fasten or insulate such wires or equipment to be operated by electric current in the state of Washington as expressly allowed by the license.

(2) The department may verify the workers' compensation coverage information provided by the applicant under subsection (1)(d) of this section, including but not limited to information regarding the coverage of an individual employee of the applicant. If coverage is provided under the laws of another state, the department may notify the other state that the applicant is employing employees in Washington.

(3) The application for an electrical contractor license shall be accompanied by a bond in the sum of four thousand dollars with the state of Washington named as obligee in the bond, with good and sufficient surety, to be approved by the department. The bond shall at all times be

kept in full force and effect, and any cancellation or revocation thereof, or withdrawal of the surety therefrom, suspends the license issued to the principal until a new bond has been filed and approved as provided in this section. Upon approval of a bond, the department shall on the next business day deposit the fee accompanying the application in the electrical license fund and shall file the bond in the office. The department shall upon request furnish to any person, firm, partnership, corporation, or other entity a certified copy of the bond upon the payment of a fee that the department shall set by rule. The fee shall cover but not exceed the cost of furnishing the certified copy. The bond shall be conditioned that in any installation or maintenance of wires or equipment to convey electrical current, and equipment to be operated by electrical current, the principal will comply with the provisions of this chapter and with any electrical ordinance, building code, or regulation of a city or town adopted pursuant to RCW 19.28.010(3) that is in effect at the time of entering into a contract. The bond shall be conditioned further that the principal will pay for all labor, including employee benefits, and material furnished or used upon the work, taxes and contributions to the state of Washington, and all damages that may be sustained by any person, firm, partnership, corporation, or other entity due to a failure of the principal to make the installation or maintenance in accordance with this chapter or any applicable ordinance, building code, or regulation of a city or town adopted pursuant to RCW 19.28.010(3). In lieu of the surety bond required by this section, the license applicant may file with the department a cash deposit or other negotiable security acceptable to the department. If the license applicant has filed a cash deposit, the department shall deposit the funds in a special trust savings account in a commercial bank, mutual savings bank, or savings and loan association and shall pay annually to the depositor the interest derived from the account.

(4) The department shall issue general or specialty electrical contractor licenses to applicants meeting all of the requirements of this chapter. The provisions of this chapter relating to the licensing of any person, firm, partnership, corporation, or other entity including the requirement of a bond with the state of Washington named as obligee therein and the collection of a fee therefor, are exclusive, and no political subdivision of the state of Washington may require or issue any licenses or bonds or charge any fee for the same or a similar purpose. No person, firm, partnership, corporation, or other entity holding more than one specialty contractor license under this chapter may be required to pay an annual fee for more than one such license or to post more than one four thousand dollar bond, equivalent cash deposit, or other negotiable security.

(5) To obtain a general or specialty electrical contractor license, the applicant must designate an individual who currently possesses a valid master journey level electrician's certificate of competency, master specialty electrician's certificate of competency in the specialty for which

application has been made, or administrator's certificate as a general electrical contractor administrator or as a specialty electrical contractor administrator in the specialty for which application has been made.

(6) Administrator certificate specialties include, but are not limited to: Residential, pump and irrigation or domestic pump, limited energy system, signs, nonresidential maintenance, restricted nonresidential maintenance, appliance repair, and combination specialty. To obtain an administrator's certificate, an individual must pass an examination as set forth in RCW 19.28.051 unless the applicant was a licensed electrical contractor at any time during 1974. Applicants who were electrical contractors licensed by the state of Washington at any time during 1974 are entitled to receive a general electrical contractor administrator's certificate without examination if the applicants apply prior to January 1, 1984. The board of electrical examiners shall certify to the department the names of all persons who are entitled to either a general or specialty electrical contractor administrator's certificate.

(7) For a contractor doing domestic water pumping system work as defined by RCW 18.106.010(10)(c), the department shall consider the requirements of subsections (1)(a) through (h), (2), and (3) of this section to have been met to be a pump and irrigation or domestic pump licensed electrical contractor if the contractor has met the contractor registration requirements of chapter 18.27 RCW. The department shall establish a single registration/licensing document for those who qualify for both general contractor registration as defined in chapter 18.27 RCW and a pump and irrigation or domestic pump electrical contractor license as defined by this chapter.

[2013 c 23 § 28. Prior: 2006 c 224 § 1; 2006 c 185 § 5; 2002 c 249 § 2; 2001 c 211 § 3; 1998 c 279 § 4; 1992 c 217 § 2; 1986 c 156 § 5; 1983 c 206 § 5; 1975 1st ex.s. c 195 § 1; 1975 1st ex.s. c 92 § 1; 1974 ex.s. c 188 § 1; 1971 ex.s. c 129 § 1; 1969 ex.s. c 71 § 2; 1969 c 30 § 1; prior: 1967 ex.s. c 15 § 1; 1967 c 88 § 2; 1965 ex.s. c 117 § 3; 1963 c 207 § 2; 1959 c 325 § 1; 1935 c 169 § 4; RRS § 8307-4; prior: 1919 c 204 §§ 1, 2. Formerly RCW 19.28.120, 19.28.130, 19.28.140, 19.28.150, 19.28.160, 19.28.170.]

RCW 19.28.071 Licensee's bond — Action on — Priorities — Cash deposit, payment from.

Any person, firm, or corporation sustaining any damage or injury by reason of the principal's breach of the conditions of the bond required under RCW 19.28.041 may bring an action against the surety named therein, joining in the action the principal named in the bond; the action

shall be brought in the superior court of any county in which the principal on the bond resides or transacts business, or in the county in which the work was performed as a result of which the breach is alleged to have occurred; the action shall be maintained and prosecuted as other civil actions. Claims or actions against the surety on the bond shall be paid in full in the following order of priority: (1) Labor, including employee benefits, (2) materials and equipment used upon such work, (3) taxes and contributions due to the state, (4) damages sustained by any person, firm or corporation due to the failure of the principal to make the installation in accordance with the provisions of chapter 19.28 RCW, or any ordinance, building code, or regulation applicable thereto: PROVIDED, That the total liability of the surety on any bond shall not exceed the sum of four thousand dollars and the surety on the bond shall not be liable for monetary penalties; and any action shall be brought within one year from the completion of the work in the performance of which the breach is alleged to have occurred. The surety shall mail a conformed copy of the judgment against the bond to the department within seven days.

In the event that a cash or securities deposit has been made in lieu of the surety bond, and in the event of a judgment being entered against such depositor and deposit, the director shall upon receipt of a certified copy of a final judgment, pay said judgment from such deposit.

[2001 c 211 § 5; 1986 c 156 § 8; 1969 ex.s. c 71 § 3; 1965 ex.s. c 117 § 4; 1935 c 169 § 5; RRS § 8307-5. Prior: 1919 c 204 § 4. Formerly RCW 19.28.180.]

CWC

Contractor:

Page 1 of 3

Puget Sound Electric Company
2661 North Pearl St Suite 398
Tacoma, WA 98407
253-777-2737

November 21, 2012

Customer:

Joseph Amedson
2340~~8~~⁴²⁰ SE 21st Ct
sammashish WA 98075
206-979-5020

Lot 2

We hereby submit specifications and estimates based on our conversations to provide the following: The complete Rough-in and Trim-Out of your 4000 Sq Ft home at the above address

I feel in today's economy that it is my job to save my customers money, while not sacrificing quality or safety

ELECTRICAL SCOPE OF WORK

- We will install and include (1) 200 Amp Flush Mount Meter Base on your existing 2 ½ conduit And tie into your existing Uffer/Rebar
- We will install and include (1) 200 Amp 40 space panel
- We will install and include all new NMB wire throughout home We will install and include new switches, Light boxes, install outlets per code and install can lights
- We will install and include (4) circuits & (1) Range circuit in kitchen. This will supply power to (2) GFI counter top protected circuits, (1) garbage disposal outlet and switch, (1) Dish Washer hook-up and (1) Range Outlet
- We will install and include smoke alarms in each bedroom and outside in hallway
- We will install and include (1) Dryer outlet, (1) Washing Machine outlet and (1) Hot Water Tank Hook-Up

APP-8

CWC

- We will install and include (2) GFI outlet in each bathroom
- We will install and include (3) outside GFI outlets
- We will install and include outside Light openings
- We will install and include Gas Furnace Hook-Up
- We will install and include Recess Can, Basic Trim and Bulbs
- We will supply cost of LNI Electrical Permit
- TV, Phone & speaker Labor only - ~~3K~~ CWC

CWC
We will do this work for \$8,500.00 (Eight Thousand Five and 00/100.....Plus Local Sales Tax...

At this time we are offering 1% discounts for cash payments on final gross payment. This helps us use your money not ours

- -1st Payment of \$2000.00 will pay for all material and permit costs.
- 2nd Payment of \$4500.00 will be paid when Rough-in Inspection is approved
- Balance of \$2000 plus sales tax will be paid when Trim inspection is improved by LNI

We estimate work to take 6-8 days

Exclusions:

- Patching and Painting
- Any Power Company Hook-Up-Fees
- More expensive RECESS CAN TRIM. You can buy at my cost

Warranty Terms:

- Material: Per the manufactures warranty
- Labor: Life time Warranty

Thank you for the opportunity to present you this estimate for your work. I am looking forward to working with you to complete your project. Any and all collection and attorney fees will be paid for my home owner.

CWC

Note: This proposal may be withdrawn in 7 days

<u>JM Anderson</u>	<u>owner</u>	<u>11-26-12</u>
Signature	Title	Date
<u>CWC</u>	<u>President</u>	<u>11/26/12</u>
Puget Sound Electric Company	Title	Date

Puget Sound Electric Company
 "The Residential Specialist"
 2661 North Pearl St., Suite 292
 Tacoma, WA 98407
 Phone: 253-777-2737

Daily Service Report
 Date 04/17/13
 Page 1 of 1

Service Complete <input checked="" type="radio"/> Yes <input type="radio"/> No	Expenses \$	Parking \$	Customer P.O. #
Job Name <u>Josephs Amundson -</u>	Contact <u>206-979-5020</u>		Work Ordered By
Location/City <u>Sammamish, WA -</u>	WORK PERFORMED <u>Address for (3) House Luff 2, 3 & 4</u>		
Material Used from Stock	Quantity	Unit Price	Extensive
<u>Amount Paid Per House for Dec 2012</u>	<u>3</u>	<u>6500⁰⁰</u>	<u>19500⁰⁰</u>
<u>paid in full CWCA</u>			
<u>Sales Tax at .095%</u>	<u>.095 X</u>	<u>19500 =</u>	<u>1,852.50</u>
<u>Late Penalty assessed by Dept. of Revenue</u>			<u>370.95</u>
			<u>2,223.45</u>
<u>paid Sales Tax and Penalty in full 04/17/13 CWCA</u>			
Equipment Used	Model No.	Hours Used	Rate/Hour
Employee Name	Date	Est. Hrs.	1-1/2 X Hrs.

Work Authorization By: Joseph Amundson
 Date: 4/17/13

MAT. & EQUIP. SUBTOTAL	<u>19,500</u>
TOTAL LABOR	<u>19,500</u>
.095% SALES TAX	<u>1,852.50</u>
+ Penalty above	<u>370.95</u>
TOTAL	<u>21,723.95</u>

INVOICE

SIRB ELECTRIC LLC.

WA. License #SIRBEE1922JT

To whom it may concern:

This document is to bring forth the electrical repairs done for Joseph Arnedson. The addresses for the work performed are LOT 2: 23420 21st Ct, Sammamish ; LOT 3 : 23430 21st Ct, Sammamish and LOT 4 : 23450 21st Ct, Sammamish.

LOT 2

I took a look at lot 2 in the master bedroom where there was no power present. Found that section in question was not connected to anything else that could provide it with power. We then installed wire giving power to the area from one of the bedroom outlets. The next item that needed attention was the garage lights. They would stay constantly on with none of the switches operating them. Found that wire was run to the incorrect box on rough-in. Chased wire to switch from existing box and lights were operational from switch. Island outlets were not cut in. We set up a junction box under the house and ran wire up to the island where we cut in the j-boxes into the cabinet. Installed outlets and tested. Troubleshoot breakers that were tripping. Found that neutrals from separate circuits were wired together which was tripping the arc-fault breaker. Also found that the load on the lighting was excessive. I found that with all the lights on, there was a 15.7amp load on a 15amp breaker. With the TV and audio equipment on, the amperage went up to 21.3 which then tripped the breaker. We ran a new home run to separate some of the lighting and outlets and now both breakers are within their thresholds. Items we had to fix as per the final inspection are as follows. The garage outlets need to be GFI protects as per code and not all were protected. GFI outlets were installed per code. A/C disconnect needed to be install in order to pass inspection which was taken care of. Inspector called for box extenders to be installed in kitchen, living room and bathroom outlets which also were addressed.

LOT 3

Lot 3 was not as troubled as lot 2. There was some trouble shooting on the lighting and there was no power the bonus room. We ran power to the bonus room from the adjacent room outlets. Lighting load in living room was at 16.4amps without anything plugged into the outlets which were on the same 15amp circuit. We ran a new wire to separate the most of the lighting from the outlets in the living room which were most likely to get a TV and audio equipment and would put that 15amp circuit further over its limits.

LOT 4

Upon assessing lot 4 we found some issues. The lighting in the kitchen and living room was not correctly done upon rough in. The neutrals were tied together in all boxes where both circuits were present. We had to take all the wiring apart in all the boxes and wire correctly. After wiring was complete, we tested both circuits. The kitchen circuit had a total of 20.2amps on a 15amp circuit. The living room had a total of 18.6amps with just the lighting and nothing plugged in the outlets which were on the same 15amp circuit. We brought two new circuits in to separate the circuits within the 15amp threshold. Circuits were corrected and holding at reasonable amperages. Dishwasher circuit was wired incorrectly, was inversed with the garbage disposal which was on a switch. Corrected wiring. Can light in butler closet was not coming on. Took light apart and found a loose wire in make up. Corrected and re-assembled light. Undercabinet lighting was incomplete. Extended switch leg to location without wire. Bath fans were wired incorrectly. Fan/light combos were not wired together which needed to be since there was only one switch to operate both functions. Corrected issue in all baths. Panel in garage was installed poorly. It protruded from finish wall 1.625 inches which should have been flush with finished surface.

**COURT OF APPEALS, DIVISION II,
OF THE STATE OF WASHINGTON**

JOSEPH R. AMEDSON,

RESPONDENT,

v.

PUGET SOUND ELECTRIC COMPANY, a Washington
corporation; and TRAVELERS CASUALTY AND SURETY
COMPANY, BOND # 105336057,

APPELLANTS.

FILED
COURT OF APPEALS
DIVISION II
2015 AUG 18 AM 11:39
STATE OF WASHINGTON
BY DEPUTY

DECLARATION OF SERVICE

RHYS A. STERLING, P.E., J.D.

By: Rhys A. Sterling, #13846

Attorney for Respondent Joseph R. Amedson

P.O. Box 218
Hobart, Washington 98025-0218
Telephone: 425-432-9348
Facsimile: 425-413-2455
Email: RhysHobart@hotmail.com

ORIGINAL


4. By postage prepaid priority first class mail on August 17, 2015, I filed in the Court of Appeals, Division II, the original and one (1) copy of the BRIEF OF RESPONDENT JOSEPH R. AMEDSON and the original DECLARATION OF SERVICE in this matter, by placing in the United States mail the same addressed to:

Court of Appeals, Division II
950 Broadway, Suite 300
Tacoma, Washington 98402
Attn: David C. Ponzoha,
Clerk/Administrator

5. Pursuant to the provisions of RAP 10.2(b), 10.2(h), and 10.4(a)(1), Respondent's Brief has been properly filed and all parties required to be served with a copy of both the BRIEF OF RESPONDENT JOSEPH R. AMEDSON and this DECLARATION OF SERVICE have been served as set forth above.

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

August 17, 2015
DATE



RHYS A. STERLING (WRITTEN)
WSBA #13846

Hobart, WA
PLACE OF SIGNATURE

Rhys A. Sterling

RHYS A. STERLING (PRINTED)