

**FILED  
Court of Appeals  
Division II  
State of Washington  
5/20/2019 12:48 PM**

No. 53027-9-II

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

---

**BRAD A. HUDSON, Appellant Petitioner,**

**v.**

**DAVID GATES, Respondent**

---

**BRIEF OF NEGLIGENCE**

**Table of Contents**

A. Assignments of Error.....3  
B. Statements of the Case.....5  
C. Argument.....5  
D. Conclusion.....15

**Table of Authorities**

**A. Table of Cases**

**Washington Cases**

Taylor v. Stevens County, 759 P. 2d 447 - Wash: Supreme Court 1988.....7, 8  
Daugert v. Pappas, 704 P. 2d 600 - Wash: Supreme Court 1985.....9  
Ward v. Arnold, 328 P. 2d 164 - Wash: Supreme Court, 2nd Dept. 1958.....9, 10  
State v. Stenson, 940 P. 2d 1239 - Wash: Supreme Court 1997.....11  
  
Palsgraf v. Long Island Railroad Co., 248 N.Y. 339, 162 N.E. 99 (1928).....9, 10, 11

**B. Statutes**

RCW 19.27.031.....3, 4, 5, 6, 7, 8  
RCW 69.50.506.....3, 4, 6, 7, 8, 9  
WAC 170-03-0490.....3, 4, 6, 7, 8, 9  
WAC 196-23-020.....3, 4, 5, 6  
WAC 246-359-180.....3, 4, 5, 6, 7  
Superior Court Mandatory Arbitration Rules 7.1.....4, 5, 8  
WPI 107.04 Legal Malpractice – Negligence – Standard of Care.....4, 5, 9, 10  
16 CFR Part 429.....3, 4, 5, 6  
International Building Code.....3, 4, 5, 6, 7, 8  
International Residential Code.....3, 4, 5, 6, 7, 8

**A. Assignments of error**

**Assignments of Error**

1. David Gates willfully or negligently failed to litigate Patrick Beaulieu (Contractor) for not following BEAULIEU CONSTRUCTION LLC contract between Brad and Melissa Hudson during arbitration, which caused Arbitrator to err in determining decision at arbitration therefore resulting in negligence, concerning the following items:
  - A. Willfully failed to follow approved engineered Mason County Building Plans.
    1. Did not apply RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 196-23-020, WAC 246-359-180, International Building Code, International Residential Code, Exhibit 1 page 1, 2, 11, 12, 25, 32, 34, Exhibit 6 page 3, Exhibit 10 page 18, 19, 20, Exhibit Q page 4 thru 8 Contract line item #2 and Exhibit S page 1 thru 12.
  - B. Change Order not supported by an engineered document can alter an approved engineered foundation.
    1. Did not apply RCW 69.50.506, WAC 170-03-0490, WAC 196-23-020, International Building Code, International Residential Code and Exhibit 1 page 1 and Exhibit 10 page 178.
  - C. Change Order that deviates from approved engineered foundation not approved by Mason County Building Department, must be reviewed and approved by Building Department prior to construction.
    1. Did not apply RCW 69.50.506, WAC 170-03-0490, WAC 196-23-020, International Building Code, International Residential Code and Exhibit 1 page 1, 2, 11, 12, 25, 32, 34, Exhibit 6 page 3, Exhibit 10 page 18, 19, 20, Exhibit Q page 4 thru 8 Contract line item #2 and Exhibit 19 page 1 thru 8.
  - D. Applying sealant to foundation results in awareness to a Change Order to foundation.
  - E. Construction Contract signed in Brad Hudson's residence and not provided ample copies of Right to Rescind details.
    1. Did not apply 16 CFR Part 429, RCW 69.50.506, WAC 170-03-0490 and Exhibit Q page 4 thru 8 Contract line item #2.
  - F. Footing details engineered at twenty inches wide vice constructed at sixteen inches.
    1. Did not apply RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 246-359-180, International Building Code, International Residential Code, Mason County Building Design Criteria and Exhibit 1 page 11, 12, 34, Exhibit 10 page 11, 12 and Exhibit 19 page 1 thru 8.
  - G. Footing details engineered at eight inched deep vice constructed at six inches.
    1. Did not apply RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 246-359-180, International Building Code, International Residential Code, Mason County Building Design Criteria and Exhibit 1 page 11, 12, 34, Exhibit 10 page 11, 12 and Exhibit 19 page 1 thru 8.
  - H. Footings are to be constructed below the frost line vice constructed at surface level.
    1. Did not apply RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 246-359-180, International Building Code 1805.2, International Residential Code R403.1.4, Mason County Building Design Criteria and Exhibit 10 page 11, 12, 149, 151.
  - I. Restrained Retaining Wall foundation details engineered at 96 inches tall continuous vice constructed stepped down and not being continuous.

Brad A. Hudson  
351 E. Jobes Ct  
Belfair, WA 98528  
Phone: (360) 275-2347

1. Did not apply RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, International Building Code, International Residential Code and Exhibit 1 page 11, 12, 25, 32, Exhibit 10 page 22, 145, 182 and Exhibit S page 1 thru 12.
- J. Framing details concerning cutting, notching, blocking, sill plate, hold-downs, sheer walls and main support beam in basement not pocketed into foundation.
  1. Did not apply RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, International Building Code 2308.9.2.1, 2308.9.10, International Residential Code R602.3.2, 602.6 and Exhibit 4 page 1 thru 8, Exhibit 9 page 28, Exhibit 10 page 7, 8, 13, 14 and Exhibit S page 1 thru 12.
2. Trial Court erred in determining that the Defendant who willfully or negligently failed to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances which failed to protect Brad Hudson's interest therefore resulting in negligence concerning the following items:
  - A. Failed to file an appeal to Arbitration Ruling after directed to do so and within statute of limitations.
    1. Did not apply Superior Court Mandatory Arbitration Rules 7.1 and WPI 107.04
  - B. Failed to hire a Forensic Expert in Handwriting for signature analysis over a forged change order signature.
    1. Did not apply RCW 69.50.506, WAC 170-03-0490, WPI 107.04 and Exhibit 5 page 2, 9, 12 and Exhibit 13 page 36.
  - C. After Arbitration and after Brad Hudson paid for a Forensic Expert services, Defendant did not contact a Forensic Expert for over two months.
    1. Did not apply WPI 107.04, Exhibit 5 page 2, 9, 12, Exhibit 17 (AT-T Bill) and Exhibit 18 page 28.
  - D. Failed to hire a Professional Engineer or Structural Engineer to provide construction analysis.
    1. Did not apply WPI 107.04, Exhibit 2 page 1 thru 10 and Exhibit 4 page 1 thru 8.
  - E. Defendant's only contact outside of his office to provide any supporting documentation or information was an individual to provide structural engineering analysis who was not qualified to make the analysis provided and missed other critical construction defects.
    1. Did not apply WPI 107.04 and Exhibit R page 1 thru 40.
3. The Arbitrator abused its discretion in not applying case law and matters of law when rendering final decision.

### **Issues Pertaining to Assignments of Error**

David Gates willfully or negligently failed to litigate Patrick Beaulieu (Contractor) for not following BEAULIEU CONSTRUCTION LLC contract between Brad and Melissa Hudson during arbitration, which caused Arbitrator to err in determining decision at arbitration under RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 196-23-020, WAC 246-359-180, Superior Court Mandatory Arbitration Rules 7.1, WPI 107.04 Legal Malpractice – Negligence – Standard of Care, 16 CFR Part 429, International Building Code 2003 and International Residential Code 2003.

Trial Court erred in determining that the Defendant who willfully or negligently failed to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances which failed to protect Brad Hudson's interest therefore resulting in negligence concerning under RCW 19.27.031,

Brad A. Hudson  
351 E. Jobs Ct  
Belfair, WA 98528  
Phone: (360) 275-2347

WAC 196-23-020, WAC 246-359-180, Superior Court Mandatory Arbitration Rules 7.1, WPI 107.04 Legal Malpractice – Negligence – Standard of Care, 16 CFR Part 429, International Building Code 2003 and International Residential Code 2003.

The Arbitrator abused its discretion in not applying case law and matters of law granted under RCW 19.27.031, WAC 196-23-020, WAC 246-359-180, Superior Court Mandatory Arbitration Rules 7.1, WPI 107.04 Legal Malpractice – Negligence – Standard of Care, 16 CFR Part 429, International Building Code 2003 and International Residential Code 2003.

## **B. Statements of the Case**

On or about February 15, 2006 Michelle Thompson (Professional Engineer) who is the Engineer of Record for the Hudson home approved all engineering calculations, designs, signs, and dates over her seal. On or about March 17, 2006 Mason County receives all plans for the Hudson home and commences Residential Plan Review. On or about April 06, 2006 Mason County Issued Building Permit for the Hudson home. On or about April 18, 2006 contract signed between the Hudson's and Patrick Beaulieu to assign Patrick Beaulieu as General Contractor for the Hudson home. On or about May 09, 2006 concrete footing poured. On or about May 25, 2006 Brad Hudson calls Mason County to conduct re-inspect of foundation for building plans violations. Mason County provides Brad Hudson specific assurances that home was being built correctly, which Brad Hudson justifiably relied upon. On or about July 12, 2006 theft occurred at Hudson home. On or about August 19, 2006 all materials requested by Patrick Beaulieu purchased and brought to Hudson home. On or about September 01, 2006 after numerous employee no-shows at Hudson home and Patrick Beaulieu behind in schedule Brad Hudson has meeting with Patrick Beaulieu to discuss progress and building deficiencies. On or about September 06, 2006 Brad Hudson had meeting with Lindal representative about Patrick Beaulieu's poor performance and construction defects. On or about September 20, 2006 had meeting at Lindal in Fife with Lindal representative, Patrick Beaulieu and Brad Hudson to discuss progress and building deficiencies. Brad Hudson gave Patrick Beaulieu correction list and 10 days verbal to fix or he would be fired. Patrick Beaulieu agreed no written notification of 10 days to correct or termination was needed. On or about September 30, 2006 Brad Hudson gave Patrick Beaulieu written correction list and requirements for completion deadline and communication requirements. Patrick Beaulieu stated he would sign and return by Friday (6 days). Patrick Beaulieu promises continued not to be meet. On or about October 13, 2006 Brad Hudson and Kevin Rethaber drive to Patrick Beaulieu residence to have Patrick Beaulieu sign contract received on September 30, 2006. On or about October 30 Brad Hudson fired Patrick Beaulieu. On or about November 02, 2006 communication starts with Bishop, Cunningham and Andrews the law firm David Gates was employed. On or about March 13, 2007 David Gates assigned as legal counsel. On or about April 12, 2009 Arbitration occurs. On or about May 18, 2009 Arbitration ruling final.

## **C. Argument**

1. David Gates willfully or negligently failed to litigate Patrick Beaulieu (Contractor) for not following BEAULIEU CONSTRUCTION LLC contract between Brad and Melissa Hudson during arbitration, which caused Arbitrator to err in determining decision at arbitration therefore resulting in negligence.
  - a. David Gates willfully or negligently failed to litigate that Patrick Beaulieu failed to follow approved engineered Mason County Building Plans. Based on the following laws and

Brad A. Hudson  
351 E. Jobes Ct  
Belfair, WA 98528  
Phone: (360) 275-2347

- photographic evidence of RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 196-23-020, WAC 246-359-180, International Building Code, International Residential Code, Exhibit 1 page 1, 2, 11, 12, 25, 32, 34, Exhibit 6 page 3, Exhibit 10 page 18, 19, 20, Exhibit Q page 4 thru 8 Contract line item #2 and Exhibit 19 page 1 thru 8. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans.
- b. David Gates willfully or negligently failed to litigate that a Change Order not supported by an engineered document can alter an approved engineered foundation. Based on the following laws and photographic evidence of RCW 69.50.506, WAC 170-03-0490, WAC 196-23-020, International Building Code, International Residential Code and Exhibit 1 page 1 and Exhibit 10 page 178. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans by constructing a foundation that was not supported by approved engineered plans.
- c. David Gates willfully or negligently failed to litigate that a Change Order that deviates from approved engineered foundation not approved by Mason County Building Department, must be reviewed and approved by Mason County Building Department prior to construction. Based on the following laws and photographic evidence of RCW 69.50.506, WAC 170-03-0490, WAC 196-23-020, International Building Code, International Residential Code and Exhibit 1 page 1, 2, 11, 12, 25, 32, 34, Exhibit 6 page 3, Exhibit 10 page 18, 19, 20, Exhibit Q page 4 thru 8 Contract line item #2 and Exhibit 19 page 1 thru 8. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans by constructing a foundation that was not supported by approved engineered plans that were properly reviewed and approved by Mason County Building Department.
- d. David Gates willfully or negligently failed to litigate that applying sealant to foundation results in awareness to a Change Order to foundation. Based upon witness testimony there was not sufficient evidence for the Arbitrator to determine that Melissa Hudson knew of a Change Order to alter the approved foundation when she painted sealant on the foundation. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that there was not enough evidence to prove that Melissa Hudson knew of a Change Order to the foundation at the time she painted the sealant.
- e. David Gates willfully or negligently failed to litigate that Patrick Beaulieu failed to provide Brad and Melissa Hudson ample copies of the Right to Rescind details due to Construction Contract signed in Brad Hudson's residence. Based on the following laws and photographic evidence of 16 CFR Part 429, RCW 69.50.506, WAC 170-03-0490 and Exhibit Q page 4 thru

Brad A. Hudson  
351 E. Jobes Ct  
Belfair, WA 98528  
Phone: (360) 275-2347

8 Contract. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that the Construction Contract between Brad and Melissa Hudson and Patrick Beaulieu was not a valid contract, allowed for cancellation and total reimbursement.

- f. David Gates willfully or negligently failed to litigate that Footing details were engineered at twenty inches wide vice constructed at sixteen inches and are in violation of approved engineered Mason County Building Plans. Based on the following laws and photographic evidence of RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 246-359-180, International Building Code, International Residential Code, Mason County Building Design Criteria and Exhibit 1 page 11, 12, 34, Exhibit 10 page 11, 12 and Exhibit 19 page 1 thru 8. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans by constructing a foundation footing that was too small and cannot support the load capacity for the Hudson home.

In Taylor v. Stevens County, 759 P. 2d 447 - Wash: Supreme Court 1988 (1) To promote the health, safety and welfare of the occupants or users of buildings and structures and the general public.

- g. David Gates willfully or negligently failed to litigate that Footing details were engineered at eight inches deep vice constructed at six inches and are in violation of approved engineered Mason County Building Plans. Based on the following laws and photographic evidence of RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 246-359-180, International Building Code, International Residential Code, Mason County Building Design Criteria and Exhibit 1 page 11, 12, 34, Exhibit 10 page 11, 12 and Exhibit 19 page 1 thru 8. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans by constructing a foundation footing that was too small and cannot support the load capacity for the Hudson home.

In Taylor v. Stevens County, 759 P. 2d 447 - Wash: Supreme Court 1988 (1) To promote the health, safety and welfare of the occupants or users of buildings and structures and the general public.

- h. David Gates willfully or negligently failed to litigate that Footings are to be constructed below the frost line vice constructed at surface level. Based on the following laws and photographic evidence of RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, WAC 246-359-180, International Building Code 1805.2, International Residential Code R403.1.4, Mason County Building Design Criteria and Exhibit 10 page 11, 12, 149, 151. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans by constructing a foundation

Brad A. Hudson  
351 E. Jobs Ct  
Belfair, WA 98528  
Phone: (360) 275-2347

footing that was in contact with the ground which causes "swells" with moisture freezing and can lift and damage the structure.

In Taylor v. Stevens County, 759 P. 2d 447 - Wash: Supreme Court 1988 (1) To promote the health, safety and welfare of the occupants or users of buildings and structures and the general public.

- i. David Gates willfully or negligently failed to litigate that Restrained Retaining Wall foundation details engineered at 96 inches tall continuous vice constructed stepped down and not being continuous. Based on the following laws and photographic evidence of RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, International Building Code, International Residential Code and Exhibit 1 page 11, 12, 25, 32, Exhibit 10 page 22, 145, 182 and Exhibit S page 1 thru 12. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans by constructing a foundation that compromises the structural stability of the home.

In Taylor v. Stevens County, 759 P. 2d 447 - Wash: Supreme Court 1988 (1) To promote the health, safety and welfare of the occupants or users of buildings and structures and the general public.

- j. David Gates willfully or negligently failed to litigate that Framing details concerning cutting, notching, blocking, sill plate, hold-downs, sheer walls and main support beam in basement not pocketed into foundation were not followed. Based on the following laws and photographic evidence of RCW 19.27.031, RCW 69.50.506, WAC 170-03-0490, International Building Code 2308.9.2.1, 2308.9.10, International Residential Code R602.3.2, 602.6 and Exhibit 4 page 1 thru 8, Exhibit 9 page 28, Exhibit 10 page 7, 8, 13, 14 and Exhibit S page 1 thru 12. If David Gates litigated the case with the skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington, the Arbitrator could reach but one conclusion from the evidence presented, that Patrick Beaulieu knowingly violated approved engineered Mason County Building Plans by constructing framing that compromises the structural stability of the home.

In Taylor v. Stevens County, 759 P. 2d 447 - Wash: Supreme Court 1988 (1) To promote the health, safety and welfare of the occupants or users of buildings and structures and the general public.

2. Trial Court erred in determining that the David Gates who willfully or negligently failed to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances, which failed to protect Brad Hudson's interest therefore resulting in negligence.
  - a. David Gates failed to file an appeal to Arbitration Ruling after directed to do so and within statute of limitations. Based on Superior Court Mandatory Arbitration Rules 7.1 and WPI 107.04, David Gates should have filed an appeal to Arbitrator's decision. The Jury could

Brad A. Hudson  
351 E. Jobes Ct  
Belfair, WA 98528  
Phone: (360) 275-2347

reach but one conclusion from the evidence presented, that David Gates failed to protect Brad Hudson's interest therefore resulting in negligence.

In *Daugert v. Pappas*, 704 P. 2d 600 - Wash: Supreme Court 1985. This case involves a legal malpractice claim against an attorney for failure to file timely a petition for review with this court of a Court of Appeals decision.

In *Palsgraf v. Long Island Railroad Co.*, 248 N.Y. 339, 162 N.E. 99 (1928) discusses "As to the proper doctrinal home for plaintiff-foreseeability". An attorney in the State of Washington owes to the client a duty to comply with the standard of care for attorneys. An attorney has a duty to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances. Failure to use such skill, care, diligence, and knowledge constitutes a breach of the standard of care and is negligence

- b. David Gates failed to hire a Forensic Expert in Handwriting for signature analysis over a forged change order signature. Based on RCW 69.50.506, WAC 170-03-0490, WPI 107.04 and Exhibit 5 page 2, 9, 12 and Exhibit 13 page 36, David Gates failed to carry burden of proof. The Jury could reach but one conclusion from the evidence presented, that David Gates failed to protect Brad Hudson's interest therefore resulting in negligence.

In *Ward v. Arnold*, 328 P. 2d 164 - Wash: Supreme Court, 2nd Dept. 1958.

[5] An attorney at law, when he enters into the employ of another person as such, undertakes that he possesses a reasonable amount of skill and knowledge as an attorney, and that he will exercise a reasonable amount of skill in the course of his employment, but he is not a guarantor of results and is not liable for the loss of a case unless such loss occurred by reason of his failure to possess a reasonable amount of skill or knowledge, or by reason of his negligence or failure to exercise a reasonable amount of skill and knowledge as an attorney. *Isham v. Parker*, 3 Wash. 755, 29 Pac. 835.

In *Palsgraf v. Long Island Railroad Co.*, 248 N.Y. 339, 162 N.E. 99 (1928) discusses "As to the proper doctrinal home for plaintiff-foreseeability". An attorney in the State of Washington owes to the client a duty to comply with the standard of care for attorneys. An attorney has a duty to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances. Failure to use such skill, care, diligence, and knowledge constitutes a breach of the standard of care and is negligence

- c. David Gates failed to hire a Forensic Expert in Handwriting after Arbitration and after Brad Hudson paid for a Forensic Expert services. Based on WPI 107.04, Exhibit 5 page 2, 9, 12 and Exhibit 17 (AT-T Bill) and Exhibit 18 page 28 the Jury could reach but one conclusion from the evidence presented, that David Gates failed to protect Brad Hudson's interest therefore resulting in negligence.

In *Ward v. Arnold*, 328 P. 2d 164 - Wash: Supreme Court, 2nd Dept. 1958.

[5] An attorney at law, when he enters into the employ of another person as such, undertakes that he possesses a reasonable amount of skill and knowledge as an attorney,

and that he will exercise a reasonable amount of skill in the course of his employment, but he is not a guarantor of results and is not liable for the loss of a case unless such loss occurred by reason of his failure to possess a reasonable amount of skill or knowledge, or by reason of his negligence or failure to exercise a reasonable amount of skill and knowledge as an attorney. *Isham v. Parker*, 3 Wash. 755, 29 Pac. 835.

In *Palsgraf v. Long Island Railroad Co.*, 248 N.Y. 339, 162 N.E. 99 (1928) discusses “As to the proper doctrinal home for plaintiff-foreseeability”. An attorney in the State of Washington owes to the client a duty to comply with the standard of care for attorneys. An attorney has a duty to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances. Failure to use such skill, care, diligence, and knowledge constitutes a breach of the standard of care and is negligence

- d. David Gates failed to hire a Professional Engineer or Structural Engineer to provide construction analysis. Based on WPI 107.04, Exhibit 2 page 1 thru 10 and Exhibit 4 page 1 thru 8 the Jury could reach but one conclusion from the evidence presented, that David Gates failed to protect Brad Hudson’s interest therefore resulting in negligence.

In *Ward v. Arnold*, 328 P. 2d 164 - Wash: Supreme Court, 2nd Dept. 1958.

[5] An attorney at law, when he enters into the employ of another person as such, undertakes that he possesses a reasonable amount of skill and knowledge as an attorney, and that he will exercise a reasonable amount of skill in the course of his employment, but he is not a guarantor of results and is not liable for the loss of a case unless such loss occurred by reason of his failure to possess a reasonable amount of skill or knowledge, or by reason of his negligence or failure to exercise a reasonable amount of skill and knowledge as an attorney. *Isham v. Parker*, 3 Wash. 755, 29 Pac. 835.

In *Palsgraf v. Long Island Railroad Co.*, 248 N.Y. 339, 162 N.E. 99 (1928) discusses “As to the proper doctrinal home for plaintiff-foreseeability”. An attorney in the State of Washington owes to the client a duty to comply with the standard of care for attorneys. An attorney has a duty to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances. Failure to use such skill, care, diligence, and knowledge constitutes a breach of the standard of care and is negligence

- e. David Gates’ only contact outside of his office to provide any supporting documentation or information was an individual to provide structural engineering analysis who was not qualified to make the analysis provided and missed other critical construction defects. Based on WPI 107.04 and Exhibit 18 page 1 thru 40 the Jury could reach but one conclusion from the evidence presented, that David Gates failed to protect Brad Hudson’s interest therefore resulting in negligence.

In *Ward v. Arnold*, 328 P. 2d 164 - Wash: Supreme Court, 2nd Dept. 1958.

Brad A. Hudson  
351 E. Jobes Ct  
Belfair, WA 98528  
Phone: (360) 275-2347

[5] An attorney at law, when he enters into the employ of another person as such, undertakes that he possesses a reasonable amount of skill and knowledge as an attorney, and that he will exercise a reasonable amount of skill in the course of his employment, but he is not a guarantor of results and is not liable for the loss of a case unless such loss occurred by reason of his failure to possess a reasonable amount of skill or knowledge, or by reason of his negligence or failure to exercise a reasonable amount of skill and knowledge as an attorney. *Isham v. Parker*, 3 Wash. 755, 29 Pac. 835

In *Palsgraf v. Long Island Railroad Co.*, 248 N.Y. 339, 162 N.E. 99 (1928) discusses “As to the proper doctrinal home for plaintiff-foreseeability”. An attorney in the State of Washington owes to the client a duty to comply with the standard of care for attorneys. An attorney has a duty to use that degree of skill, care, diligence, and knowledge possessed and used by a reasonable, careful, and prudent attorney in the State of Washington acting in the same or similar circumstances. Failure to use such skill, care, diligence, and knowledge constitutes a breach of the standard of care and is negligence

3. The Arbitrator abused its discretion in not applying case law and matters of law when rendering final decision. An Arbitrator's ruling whether a Contractor follows approved Building Plans are based on matters of law. The Arbitrator's ruling was an abuse of discretion in *State v. Stenson*, 940 P. 2d 1239 - Wash: Supreme Court 1997. “Abuse of discretion occurs ‘when the Arbitrator’s decision is manifestly unreasonable or based upon untenable grounds or reasons.

#### **D. Conclusion**

For the reasons set forth above the Appellant respectfully requests that the Court reverse the trial court’s ruling and find in favor of the Appellant and award me and my family a fair and just verdict to compensate me for my expenses and the cost of repairing my home and for the pain and suffering that my family has endured.

**BRAD HUDSON - FILING PRO SE**

**May 20, 2019 - 12:48 PM**

**Transmittal Information**

**Filed with Court:** Court of Appeals Division II  
**Appellate Court Case Number:** 53027-9  
**Appellate Court Case Title:** Brad Allen Hudson, Appellant v. David Gates, Respondent  
**Superior Court Case Number:** 16-2-00708-6

**The following documents have been uploaded:**

- 530279\_Briefs\_20190520122728D2628367\_0996.pdf  
This File Contains:  
Briefs - Appellants  
*The Original File Name was Gates 21b Appeals Court Brief Cover Sheet.pdf*

**A copy of the uploaded files will be sent to:**

- david@davidgateslaw.com

**Comments:**

---

Sender Name: brad hudson - Email: hudrock01@yahoo.com  
Address:  
351 e. jobes ct.  
belfair, WA, 98528  
Phone: (360) 204-6485

**Note: The Filing Id is 20190520122728D2628367**