

NO. 91945-3

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SUPREME COURT OF THE STATE OF WASHINGTON

ABELARDO SAUCEDO, et al.,

Plaintiffs-Respondents,

v.

JOHN HANCOCK LIFE & HEALTH INSURANCE, CO., et al.,

Defendants-Petitioners.

AMICUS CURIAE BRIEF OF THE
DEPARTMENT OF LABOR AND INDUSTRIES

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I. INTRODUCTION

Sixty years ago the Legislature enacted the Farm Labor Contractors Act to protect the vulnerable population of agricultural employees. These protections include licensing requirements and bonding provisions to ensure farmworkers receive their promised wages. Thirty years after the creation of the Act, the Legislature expanded these protections. It expanded the definition of “farm labor contractor” to capture new forms of farm labor contracting, and it provided that people who use farm labor contractors become liable for violations when they knowingly use the services of unlicensed farm labor contractors.

The Department of Labor & Industries (L&I) offers this amicus brief to urge the Court to answer both certified questions, “yes.” Under the definition of farm labor contracting, the Act covers farm labor contractors if they perform activities such as the recruiting and hiring of employees for a fee. This applies even if the farm labor contractor is also farming the land of someone else who is paying for him or her to recruit and hire employees, and then also to manage the other aspects of farming the land. As L&I’s published guidance to agricultural employers shows, L&I has enforced the statute according to its plain meaning: if agricultural employers hire or employ agricultural employees for a fee, they must register as farm labor contractors. Coverage of the Act does not turn on the

farm labor contractor's farming activities. Rather, it turns on whether the contractor receives compensation for recruiting, hiring, or other similar activities.

Under the Act and applicable regulation, the Legislature requires an agricultural employer to verify in one of two ways whether the farm labor contractor is registered: either by seeing the license itself or obtaining written verification from L&I. A user of a farm labor contractor must make such a "determination" under the statute, or he or she will have "knowingly" used the services of an unlicensed contractor.

II. IDENTITY AND INTEREST OF AMICUS

L&I has decades of experience administering and enforcing the Act. RCW 19.30. As the sole agency that enforces the Act, it has provided extensive guidance, education, outreach, and consultation to agricultural employers, stakeholders, and farm labor contractors on how to comply with the Act's provisions and related agricultural employment standards. Through its extensive outreach program, L&I cautions growers to protect their businesses by verifying that the farm labor contractor has a current farm labor contractor license. Since at least 2003, L&I lists the names of all licensed farm labor contractors on its farm labor contractor webpage.¹

1

<http://www.lni.wa.gov/WorkplaceRights/Agriculture/FarmLabor/LicContract/default.asp>
(last visited Nov. 24, 2015).

The list is updated monthly.

L&I provides this amicus brief to inform the Court of L&I's longstanding interpretations of the Act relevant to the certified questions here. As the sole agency charged with the enforcement of the Act, L&I has a unique interest to make sure that the Court fully understands L&I's positions, and to encourage the Court to rule in a manner that best fulfills the remedial purposes of the Act and supports its broad mandate to protect farmworkers employed through farm labor contractors.

III. SPECIFIC ISSUES ADDRESSED BY AMICUS CURIAE

1. Does the Washington Farm Labor Contractor Act, in particular RCW 19.30.010(2), include in the definition of a "farm labor contractor" an entity who is paid a per-acre fee to manage all aspects of farming—including hiring and employing agricultural workers as well as making all planting and harvesting decisions, subject to approval—for a particular plot of land owned by a third party?
2. Does the Act, in particular RCW19.30.200, make jointly and severally liable any person who uses the services of an unlicensed farm labor contractor without either inspecting the license issued by the director of the Department of Labor & Industries to the farm labor contractor or obtaining a representation from the director that the contractor is properly licensed, even if that person lacked knowledge that the farm labor contractor was unlicensed?

IV. ARGUMENT²

A. **A Person Who is Paid a Fee of Any Kind to Manage All Aspects of Farming, Including Hiring and Employing Agricultural Employees, is a Farm Labor Contractor**

The answer is yes to the Ninth Circuit's first question as to whether RCW 19.30.010(2) covers entities and individuals who both perform farm labor contracting activities—such as hiring and employing farmworkers—and farm the land for a landowner for a fee.

1. **A Person Who Hires and Employs Agricultural Employees for a Fee is a Farm Labor Contractor**

By statutory definition, a farm labor contractor “means any person, or his or her agent or subcontractor, who, for a fee, performs any farm labor contracting activity.” RCW 19.30.010(2). “Farm labor contracting activity” in turn is defined as “recruiting, soliciting, employing, supplying, transporting, or hiring agricultural employees.” RCW 19.30.010(3). “Agricultural employees” work for “agricultural employers” who engage in activities such as the growing and harvesting of farm products. RCW 19.30.010(4), (5). Under these definitions, a farm labor contractor means any person who, for a fee, recruits, solicits, employs, supplies, transports, or hires any person who renders service to any person engaged in an agricultural activity. Someone may act at the same time as a farm labor

² L&I relies on the factual statement contained in the Ninth Circuit Order certifying the questions to the Supreme Court for a description of the facts.

contractor and as an agricultural employer. The Act does not provide that these are exclusive categories. Instead, if a person accepts a fee to recruit, hire, or employ an agricultural employee, the person is a farm labor contractor.

The Legislature has decided the meaning of “farm labor contractor” by specifically defining it. The defendants would have the Court look to a dictionary definition of “contractor” to read in a requirement that the farm labor contractor be a third party and not the agricultural employer, but such a construction cannot control over the specific language of the statute, which provides no such limitation. *See* Defs.’ Br. at 16. In any event, if the definition of contractor advanced by the defendants is used, “contracts to do work or provide supplies for another,” this occurs when a landowner pays a management company to hire employees and farm the land for a fee, as the work is being done by another, namely the management company. *See* Defs.’ Br. at 16 (citing *Black’s Law Dictionary* 375 (9th ed. 2009)).

The Act does not mandate that its application be limited to third parties or intermediaries between the agricultural employer and the farm labor contractor. By including “employing” as a “farm labor contracting activity,” the Legislature contemplated that a farm labor contractor who employs agricultural employees is operating both as a farm labor

contractor and an agricultural employer. RCW 19.30.010(2), (3).³

Defendants point to a sentence in *Perez-Farias v. Global Horizons, Inc.*, 175 Wn.2d 518, 521-22, 286 P.3d 46 (2012), that describes farm labor contractors as “intermediaries,” but this Court was commenting on general “practice,” not issuing a holding as to the scope of the Act. *See* Defs.’ Br. at 21. A farm labor contractor and an agricultural employer may be the same person for several reasons.

First, the Act focuses on whether there is compensation or consideration exchanged, and if so, for what activity. When a person performs any farm labor contracting activity for a fee, then he or she is a farm labor contractor and must comply with the requirements of the Act. *See* RCW 19.30.010(2). It is the “fee” paid or to be paid for the activity—which includes hiring and employing—that triggers application of the Act.

A per-acre fee is a fee within the meaning of the Act as “fee” is broadly defined as remuneration paid for services. RCW 19.30.010(7). Whether the fee is an hourly fee, a fee per employee, or fee by acre, it is a fee. If a landowner contracts with and pays a management company to

³ The Act’s linked provisions regarding farm labor contractors and agricultural employers do nothing to suggest that an entity cannot operate as both. The definition of farm labor contractor is one who engages in a farm labor contractor activity, which includes recruiting or hiring “agricultural employees,” which are in turn defined as those rendering services for an “agricultural employer.” RCW 19.30.010(2)-(5). Under this scheme, rendering services for an agricultural employer does not require that the agricultural employer be separate from the farm labor contractor, it merely means that there has to be an agricultural employer involved.

farm the landowner's land, necessitating recruiting, hiring, and employing employees to work on that land, then the activity of recruiting, hiring, and employing employees is a farm labor contracting activity performed by a farm labor contractor. It does not matter if the fee is bundled as one package for hiring employees and for farming the land, what matters is that the fee was paid for the farm labor contracting activity. This is because the Act is focused on a transaction that involves a fee for certain activities, and not on the business model of those involved or whether a farm labor contractor provides additional services.

Second, the definition of "farm labor contractor" in RCW 19.30.010 does not exclude "agricultural employers." The legislative decision to not include a specific exception when others are named means no further exceptions are included. *See State v. Sommerville*, 111 Wn.2d 524, 535, 760 P.2d 932 (1988). In RCW 19.30.010(6), the Legislature chose to exclude some individuals from the farm labor contractor requirements, but not agricultural employers. The Act provides exemptions for Employment Security Department employees acting in their official capacity, any common carrier or its full-time employee transporting agricultural employees, any person who performs any farm labor contracting activity only within the scope of his or her regular employment with an agricultural employer, and certain nonprofit

corporations or organizations. RCW 19.30.010(6). The failure to except “agricultural employers” shows that the Legislature did not intend to exclude them.

Third, the analogous federal statute expressly exempts agricultural employers. 29 U.S.C. § 1802(7). Courts presume differences in similar federal and state laws to be intentional and will not read into a statute an exception that the federal government has chosen when the Legislature has not. *See Drinkwitz v. Alliant Techsys., Inc.*, 140 Wn.2d 291, 306, 996 P.2d 582 (2000). In contrast to the federal law, there is no language in the Act that states an entity cannot operate as both.

2. The Legislature Seeks To Prevent Exploitation of Agricultural Employees

The Legislature has important policy objectives in not excluding agricultural employers from the definition of farm labor contractor. In interpreting a statute, the Court finds meaning in the plain language of the statute in order to effectuate the objectives of the statute. *See Burns v. City of Seattle*, 161 Wn.2d 129, 146, 164 P.3d 475 (2007) (under the plain language analysis, “[t]he meaning of words in a statute is not gleaned from those words alone but from ‘all the terms and provisions of the act in relation to the subject of the legislation, the nature of the act, the general object to be accomplished and consequences that would result from construing the particular statute in one way or another.’”) (citations

omitted). Here, the Act is intended to have broad coverage of farmworkers. It is a remedial act created to protect farmworkers against exploitation by farm labor contractors. *Perez-Farias*, 175 Wn.2d at 530. The defendants are wrong that the potential for such exploitation is not present when the farm labor contractor is not “mobile or transient.” Defs.’ Br. at 16. The reasons for the legislative objectives are present in whatever business model is involved.

The Act affords extra protections to agricultural employees employed by farm labor contractors above and beyond existing employment laws because such agricultural employees are uniquely vulnerable to unfair wage practices. ER 631-32. Among other protections, farm labor contractors must post a surety bond to ensure that the agricultural employees are properly paid. RCW 19.30.040. For example, if there is a management company that is doing work for a landowner for a fee, such a company may not have any land or assets that may be claimed if the management company fails to pay wages. If the management company goes out of business, the employees are out of luck. Employers in the general business community are not required to post bonds to ensure their employees are properly paid. But because assets may not be available for farm labor contractors, there is a bonding requirement so that the agricultural employees can be paid.

Unlike other employees, for agricultural employees the identity of their employer may be unknown when a farm labor contractor is involved. Therefore, the Act requires disclosure statements provided by the farm labor contractor to the employees that provide valuable information as to whom the employee works for. RCW 19.30.110. An employee who is hired from a labor camp to pick apples in an orchard may not know who he or she works for. This reality is present whether the agricultural employer is the same as the farm labor contractor or not.

Some objectives of the Act are to provide notice to farmworkers and certainty in getting paid; these goals are only realized if the Act has broad coverage consistent with its plain language. When a landowner pays a management company to farm the land that includes the farm labor contracting activities of hiring or employing, the Act mandates that the landowner protect the farmworkers. The landowner does this by ensuring that the farm labor contractor is licensed, lest he or she becomes jointly and severally liable.

3. Consistent With the Plain Language of the Act, L&I Has a Longstanding Interpretation That Agricultural Employers Can Also Be Farm Labor Contractors and Its Interpretation Is Entitled to Deference

An agency's interpretation of a law is given deference when that agency has specialized expertise in dealing with such issues. *PT Air Watchers v. Dep't of Ecology*, 179 Wn.2d 919, 925, 319 P.2d 23 (2014).

The definition of “farm labor contractor” is unambiguous, thus this Court need not resort to tools of statutory construction, but if it does, particular deference should be given to L&I’s interpretation of the Act. Accordingly, as the agency charged with interpreting, administering, and enforcing the Act, this Court should give deference to L&I’s interpretation that “farm labor contractor” includes an entity who is paid a per-acre fee to manage all aspects of farming—including hiring and employing agricultural employees as well as making all planting and harvesting decisions—for a particular plot of land owned by a third party.

Consistent with this approach, L&I provides additional guidance on its website under the “Questions we’re asked” section describing “when agricultural employers need to obtain a farm labor contractor license”:

I am an agricultural employer. Do I need a farm labor contractor license?

It depends.

- You *are not required* to have this license if you recruit, solicit, employ, supply, transport, or hire workers to work on your own farm, for your own business.
- You *are required* to have this license if you recruit, solicit, employ, supply, transport or hire workers for another farmer’s land, for a fee.

You are **NOT REQUIRED** to have a farm labor contractor license in the following sample situations:

- You recruit, solicit, employ, supply, transport, and hire

- workers (or any combination of these) for your own farm.
- You “loan” 100 workers to Farmer Lee, who hires and pays the workers from his own payroll. You are not paid a fee for the loan of your workers.
 - You lease farm land from Growers Farm, but do not receive a fee, or any other “valuable consideration,” from Growers Farm for any of your work to recruit, solicit, employ, supply, transport, or hire workers to work on the leased land.

You ***ARE REQUIRED*** to have a farm labor contractor license in the following sample situations:

- You “loan” 100 of [sic] workers to Farmer Mack, but continue to pay the workers’ wages. Farmer Mack reimburses you for labor costs.
- You “loan” 300 of [sic] workers to Farmer Kent, who hires and pays the workers. Farmer Kent also pays you \$5,000 for “loaning” him the workers.
- You lease farm land from the Farms R Us Company, but do all recruiting, soliciting, employing, transporting, or hiring of workers yourself. Farms R Us pays you for managing the farmland and workers.
- You and four other family members own Penny Farms, Inc. Penny Packers, Inc. and three orchards – each one a separate LLC. All the workers are employees of Penny Farms, Inc. Each orchard sells its fruit to Penny Packers, Inc. Penny Farms, Inc. bills each of the orchards for their share of labor costs. Penny Farms, Inc. must have a farm labor contractor license.⁴

As the second to last example illustrates, engaging in farming activities—“managing the farmland”—does not mean the individual is not a farm labor contractor. L&I’s examples all show that there are different

⁴<http://www.lni.wa.gov/WorkplaceRights/Agriculture/FarmLabor/GetLicensed/default.asp>. This webpage was updated in 2014 to include the “Questions we’re asked” section, which reflected L&I’s longstanding interpretations and enforcement practices (last visited Nov. 23, 2015) (emphasis in original).

configurations of business relationships covered under the Act and many different examples of when agricultural employers must be licensed as farm labor contractors.

Defendants are simply wrong in their assertion that L&I has never asserted that a farm labor contractor and an agricultural employer can be the same entity. Defs.' Reply at 11. L&I believes that when a person recruits or hires an agricultural employee for a fee, then the person must be a farm labor contractor. This is regardless of the business model employed by a landowner and management company. Under the Act, and under L&I's interpretation, people may not create business models that would circumvent the requirements of the Act to avoid its aims. This is because when there are activities covered under the Act—for example, recruiting and hiring employees for a fee—then there is coverage. L&I's guidance in this respect should be accorded deference in light of L&I's specialized expertise with the Act. *See PT Air Watchers*, 179 Wn.2d at 925.

B. Any Person Who Uses a Farm Labor Contractor Has Two Methods of Verification Available in RCW 19.30.200 To Assert He or She Did Not Knowingly Use the Services of an Unlicensed Farm Labor Contractor

The answer is yes as to the Ninth Circuit's second question as to whether a party knowingly uses an unlicensed farm labor contractor under RCW 19.30.200, where the party has not inspected the license issued by

L&I or obtained a representation from L&I that the contractor was licensed.

1. The Farm Labor Contractors Act Creates an Additional Safeguard for Agricultural Employees by Extending Liability to Those Who Hire Unlicensed Farm Labor Contractors

The Act requires a farm labor contractor to obtain a license, and with the licensure requirements come certain wage protections for farmworkers, including a surety bond that covers potential wage claims and disclosure statements that clearly outline farmworkers' rights. RCW 19.30.020, .040, .045, .110, .170. If an unlicensed farm labor contractor performs farm labor contracting activities, the Act continues to afford agricultural employees protection when a person knowingly uses the services of that unlicensed farm labor contractor:

Any person who knowingly uses the services of an unlicensed farm labor contractor shall be personally, jointly, and severally liable with the person acting as a farm labor contractor to the same extent and in the same manner as provided in this chapter. In making determinations under this section, any user may rely upon either the license issued by the director to the farm labor contractor under RCW 19.30.030 or the director's representation that such contractor is licensed as required by this chapter.

RCW 19.30.200. Here, in order to avoid liability under RCW 19.30.200, a person may choose to rely either upon an L&I issued farm labor contractor license, or the person may choose instead to rely upon L&I's written representation that the farm labor contractor is properly licensed. RCW

19.30.200; WAC 296-310-260. It is only if the user has done this that the user may assert that he or she did not “knowingly” use the services of an unlicensed contractor.

”Knowingly” has a distinct meaning under the statute and needs to be construed within its context to give meaning to the whole statute. *See Tingey v. Haisch*, 159 Wn.2d 652, 657, 152 P.2d 1020 (2007) (plain meaning is “discerned from the ordinary meaning of the language at issue, the context of the statute in which that provision is found, related provisions, and the statutory scheme as a whole”). The first sentence and the second sentence need to be read together, as the second sentence defines the methods by which a determination must be made as to whether a person “knowingly” uses the services of an unlicensed farm labor contractor.

To claim he or she is not acting “knowingly,” a user must make a determination under the statute using the options in the statute. This determination allows the user to know whether there is a license.

“Determination” means “the act of deciding definitely and firmly.”

Merriam-Webster Dictionary (2015).⁵ It contemplates action and this language must be given effect. Actual knowledge is not required to trigger liability because the statute imposes the obligation to affirmatively

⁵ <http://www.merriam-webster.com/dictionary/determination> (last visited Nov. 24, 2015).

determine whether the contractor is licensed. It imposes such an obligation because “knowingly” is construed in conjunction with the “determination” language, which begins “[i]n making determinations under this section.” If someone wants to assert he or she did not act knowingly, then this means that there is a determination present—which requires the specified actions.

Contrary to defendants’ reading, the statute directly places the responsibility on the user to acquire knowledge that the farm labor contractor is licensed. If the Legislature had not provided the qualifying sentence about the determination, then there would be no limitation on “knowingly.” But here, the Legislature defined “knowingly” by its context, which requires a determination of whether there is a license or whether there is a written representation that the farm labor contractor is licensed. RCW 19.30.200; WAC 296-310-260.

The Legislature expected the user to take action to make a “determination” in order to claim that he or she did not act “knowingly” as shown by reading the first and second sentence together. This reading is consistent with the overall purpose of the Act, because otherwise the Act would allow—even encourage—willful ignorance on the part of those using farm labor contractors.

2. WAC 296-310-260 Confirms That There Are Only Two Methods of Verification That Provide Knowledge Under RCW 19.30.200 and That Failure To Seek Such Knowledge Means the User Has Acted “Knowingly”

WAC 296-310-260 confirms that knowledge must be obtained through the two methods of verification, and failure to do so demonstrates that the user has acted “knowingly,” such that actual knowledge is not required under RCW 19.30.200.

L&I adopted WAC 296-310 in 1985 in conjunction with the 1985 overhaul of the Act. From the outset of the “knowingly” section, L&I required actual verification of farm labor contractor licensure status. A person must verify licensure status by either relying on the L&I issued farm labor contractor license, or upon the Department’s written representation that the farm labor contractor is licensed. WAC 296-310-260.⁶ This list of licensed farm labor contractors may be obtained on the

⁶ WAC 296-310-260 Liability of person who uses services of unlicensed contractor.

(1) A person who knowingly uses the services of an unlicensed contractor is liable for unpaid wages, damages, and civil and criminal penalties to the same extent as the unlicensed contractor.

(2) Pursuant to RCW 19.30.200, a person may prove lack of knowledge by proving that she or he relied on a license issued by the department under chapter 19.30 RCW, or upon the department’s representation that the contractor was licensed. The department shall not make oral representations that a contractor is or is not licensed. All representations by the department that a contractor is licensed shall be made in writing and shall be signed by the director or the employment standards supervisor or the assistant director. The department shall not accept reliance on a supposed oral representation as proof in any administrative enforcement proceeding.

L&I website and has been available online since at least 2003.⁷

Defendants agree that this Court should give substantial deference to L&I's interpretation, but they repeatedly misstate L&I's interpretation of its own regulation. Defs.' Br. at 14, 39, 40; Defs.' Reply at 2, 22. Defendants' suggestion that the regulation does not require verification is incorrect because WAC 296-310-260(2) provides to the contrary and places the onus of proving lack of knowledge on the person hiring the farm labor contractor. "Pursuant to RCW 19.30.200, a person may prove lack of knowledge by proving that she or he relied on a license issued by the department under chapter 19.30 RCW, or upon the department's representation that the contractor was licensed." This links "lack of knowledge" to "knowingly" in WAC 296-310-260(1). Further, "[t]he department shall not accept reliance on a supposed oral representation as proof in any administrative enforcement proceeding." WAC 296-310-260(2). This shows that L&I requires affirmative action in the specified way, consistent with the statute, and does not allow any other method to show that the user did not act knowingly.

3. L&I's Interpretation Best Furthers the Remedial Purposes of the Act

A plain reading of RCW 19.30.200 resolves the second certified

⁷ L&I believes that the "written" requirement in its WAC is satisfied by reliance on the list maintained on its website.

question here, but even if this Court finds the statute ambiguous, the Court should liberally interpret the Act to find that actual knowledge is not required, consistent with the remedial purpose of the statute. *Perez-Farias*, 175 Wn.2d at 530 (“Remedial statutes protecting workers generally must be liberally construed to further their intended purposes, which in this case includes promoting the enforcement of the FLCA and deterrence.”).⁸

Verification is critical. When a person attempts to verify the farm labor contractor’s licensure and learns that the farm labor contractor is not licensed, presumably the person will not use the farm labor contractor’s services. The consequence of any other argument would eviscerate the Act’s protections. Insisting that the Act requires actual knowledge encourages ineffective attempts at verification and encourages users not to even try to verify so they will not “know” that a farm labor contractor is unlicensed. This does not further the purposes of the Act, rather it

⁸ The defendants are incorrect that the rule of lenity controls over remedial, liberal construction under these circumstances. L&I will defer to plaintiffs’ briefing on this. Pls.’ Br. at 20-21, 28. Although the defendants assert that the Act is designed to protect both the farmworkers and the farmers, this is simply not the case. Defs.’ Br. at 11. The *Perez-Farias* Court did not interpret the Act to do so. *Perez-Farias*, 175 Wn.2d at 528-30. Defendants’ claim is inconsistent with the vastly different economic standing of farmers and farmworkers, and the language of the statute, which plainly protects farmworkers. The one provision of the Act that arguably protects farmers provides no positive protection, but rather allows them to avoid liability if they have verified that their farm labor contractors are licensed. RCW 19.30.200.

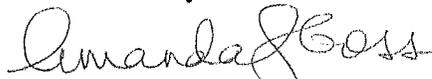
frustrates and undermines its purposes.⁹

V. CONCLUSION

L&I asks this Court to hold that the Act's requirements extend to all farm labor contractors, including agricultural employers, who, for a fee, perform farm labor contracting activities in connection with farming operations. L&I asks this Court to hold that the Act requires users who wish to claim they did not act knowingly to first verify that the farm labor contractors are properly licensed by using one of the two listed options.

RESPECTFULLY SUBMITTED this ^{30th} day of November, 2015.

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⁹ Not only does a liberal reading affording protection to farmworkers support a requirement of license verification, but so does the legislative history of the Act. Contrary to the defendants' representations, a close examination of the Act's progression shows that the Legislature rejected both a pure vicarious liability statute and a statute that allows liability only if a person has actual knowledge of using an unlicensed farm labor contractor in favor of the hybrid approach contained in RCW 19.30.200. ER 606-66. While our Legislature chose identical "knowingly" language to the Oregon equivalent (Or. Rev. Stat. § 658.465(1)) to the Washington Farm Labor Contractors Act for the first sentence, in the second sentence the Washington Legislature went further to require a user to make a determination whether the farm labor contractor is licensed in order to claim that the user did not act knowingly. L&I defers to plaintiffs' briefing for the remaining analysis on this. Pls.' Br. at 27-28.

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JOHN HANCOCK LIFE & HEALTH
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Defendants-Petitioners.

CERTIFICATE OF
SERVICE.

The undersigned, under penalty of perjury pursuant to the laws of the State of Washington, declares that on the below date, she caused to be served the AMICUS CURIAE BRIEF OF THE DEPARTMENT OF LABOR AND INDUSTRIES, MOTION TO FILE AMICUS CURIAE BRIEF OF THE DEPARTMENT OF LABOR AND INDUSTRIES, and this CERTIFICATE OF SERVICE in the below described manner:

Via Email filing to:

Ronald R. Carpenter
Supreme Court Clerk
Supreme Court
supreme@courts.wa.gov

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Via First Class United States Mail, Postage Prepaid to:
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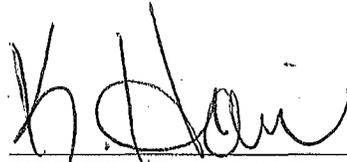
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RESPECTFULLY SUBMITTED this 30TH day of November,
2015.



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RE: *Abelardo Saucedo, et al v. John Hancock & Health Insurance, CO., et al*
Supreme Court No. 91945-3

Dear Mr. Carpenter:

Attached for filing is the Department's Amicus Curiae Brief, Motion to File Amicus Curiae Brief of the Department of Labor and Industries, and Certificate of Service in the above referenced matter.

Thank you,

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