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STATE OF WASHINGTON
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NO. 96780-6

SUPREME COURT OF THE STATE OF WASHINGTON

AARON RICHARDSON,

Petitioner,

v.

WASHINGTON STATE DEPARTMENT OF LABOR AND
INDUSTRIES and CONCO & CONCO PUMPING, INC.,

Respondents.

**DEPARTMENT OF LABOR AND INDUSTRIES'
ANSWER TO AMICUS CURIAE BRIEF
OF THE WASHINGTON STATE LABOR COUNCIL**

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I. INTRODUCTION

Businesses use agents all the time to assist them in their operations and nothing in Washington State law prevents a business from using an agent to assist running their workers' compensation program. Conco offered Richardson a light-duty job, and used an agent—Associated General Contractors (AGC)—to communicate the job offer to Richardson. Amicus Washington State Labor Council (WSLC) argues that the Industrial Insurance Act prevents employers from using agents to perform any obligation under the Act, including communicating a light-duty job offer to an injured worker. WSLC's argument would impose burdens on businesses, not found in Washington State statutes or case law, that would lead to absurd results that the Legislature could not plausibly have intended and limit the opportunities of employers to offer light-duty work, in direct conflict with the goal of the provision of the Act at issue in this case.

This Court should reject WSLC's arguments and deny Richardson's petition for review.

II. STATEMENT OF THE CASE

Conco exercised its right under RCW 51.32.090(4) to extend a light-duty job offer to Richardson, and used an agent, AGC, to communicate the job offer to Richardson. The offer letter explicitly

identified Conco as the employer for the light-duty job, and attached a job description that specifically named Conco as the employer. AR Ex 1, 2; *see* Appendix. The offer letter referenced Catherine Santucci, a Conco employee, as the contact for payroll purposes. AR Ex 2. And Conco maintained control over the light-duty work offered to Richardson, including paying his wages, setting his hours, excusing his absences, approving any requests for time off, and controlling discipline of him. AR Beuche 38, 48-49; Ex. 1, 2; AR Gubbe 31, 35.

III. ARGUMENT

No authority prevents an employer from using an agent to assist in administering its workers' compensation program. WSLC cites the non-waiver provisions of RCW 51.04.060 and the definition of "employer" in RCW 51.08.070 to suggest that an employer cannot use an agent to help fulfill its statutory duties. Amicus Br. 78. But nothing in these statutes precludes an employer from using an agent to help it fulfill its duties, and reading such a requirement into the statutes would broaden their reach far beyond their intended scope, while hamstringing employers from offering light-duty work to employees, contrary to the best interests of workers, employers, and the public. WSLC's arguments lack merit and do not warrant this Court's review.

A. WSCL's Argument Does Not Present an Issue of Substantial Public Interest as It Lacks Legal Support

Conco offered Richardson a light-duty job, using an agent, AGC, to communicate the job offer to him. AR Bueche 43-44.

RCW 51.32.090(4) authorizes the employer of injury alone to make a job offer to a worker. RCW 51.04.060 provides that workers and employers cannot, by contract, either waive their rights, or exempt themselves from any burdens under the Act. WSLC argues that RCW 51.04.060 prevents an employer from using an agent to help it perform any duty under the Act, and that employers therefore cannot use agents to communicate job offers to workers.¹ Amicus Br. 7-8. WSLC's argument fails because no reasonable interpretation of RCW 51.04.060 precludes an employer from using an agent to help perform duties under the Act.

RCW 51.04.060 provides:

No employer or worker shall *exempt* himself or herself from the burden or *wave* the benefits of this title by any contract, agreement, rule or regulation, and any such contract, agreement, rule or regulation shall be pro tanto void.

(emphasis added). By its plain terms, the statute provides only that employers and workers cannot "exempt" themselves from statutory

¹ Additionally, this Court need not consider the argument that RCW 51.040.060 precludes any delegation of duties by an employer to an agent, as it was raised only by an amicus, WSLC. See *State v. Duncan*, 185 Wn.2d 430, 440, 374 P.3d 83, 88 (2016) (the court may, but usually does not, reach arguments raised only by an amicus).

burdens or to “waive” their rights to statutory benefits. *See also Dana’s Housekeeping, Inc. v. Dep’t of Labor & Indus.*, 76 Wn. App. 600, 608, 886 P.2d 1147 (1995).

When an employer uses an agent to help it perform a statutory obligation, the employer is fulfilling its statutory burden, not avoiding it. And when a principal uses an agent to perform a task, the principal remains responsible for the agent’s actions. *See generally Bank of Am. NT & SA v. David Hubert, P.C.*, 153 Wn.2d 106, 123-24, 101 P.3d 409 (2004). It is axiomatic that the agent acts not on its own behalf, but on behalf of the employer; it is the employer taking the action.

WSLC fails to cite a single case applying the non-waiver provisions of RCW 51.04.060 to a corporate employer’s use of an agent to perform its obligations under the Act. Rather, the cases applying RCW 51.04.060 address prototypical waiver situations, such as an employee waiving benefits under the Act through an employment agreement, or a subcontractor entering into an indemnification agreement that effectively waives the contractor’s liability under the Act. *See, e.g., Mandery v. Costco Wholesale Corp.*, 126 Wn. App. 851, 854-55, 110 P.3d 788 (2005); *Brown v. Prime Construction Co., Inc.*, 102 Wn.2d 235, 238-40, 684 P.2d 73 (1984) (voiding indemnification agreement between subcontractor and contractor). The non-waiver provisions of

RCW 51.04.060 have no application here, where Conco maintained both control over the employee's work and financial responsibility for payment of his wages, and thus did not "waive" liability or burdens under the Act.

Furthermore, reading RCW 51.04.060 to prohibit use of an agent to fulfill statutory obligation under the Act would lead to absurd results that cannot plausibly be attributed to the Legislature. Under WSLC's proposed reading of the statute, any time the Industrial Insurance Act mentions an "employer" doing something, the employer cannot use an agent to help perform that task. *See* Amicus Br. 7-8. But if that were true, then an employer could not ask its attorney to communicate a job offer to a worker, or use an outside company to handle its payroll, or a third party adjudicator to communicate on its behalf with the Department regarding one of its worker's claims. And out-of-state employers would be out of luck if they could not use in-state agents.

Moreover, it furthers the purposes of RCW 51.32.090's light-job duty provisions to allow an employer to obtain assistance in offering light-duty work. The Legislature's stated purpose behind RCW 51.32.090(4) is to reduce long-term disability and the cost of injuries by encouraging employers to offer light-duty or transitional work to their workers. RCW 51.32.090(4)(a). Allowing the employer of injury to use an agent to help locate and offer appropriate light-duty work for its

workers furthers this goal by making it easier for employers to ensure that the workers receive appropriate light-duty work. As long as the employer remains responsible for payment of the employee's wages, and controls the conditions of the employee's work, as the case here, there is no statutory prohibition against employers of injury using agents to assist in this process.

The Act's definition of "employer" also does not support WSLC's argument. RCW 51.08.070 defines "employer" as

any person, body of persons, corporate or otherwise, and the legal representatives of a deceased employer, all while engaged in this state in any work covered by the provisions of this title, by way of trade or business, or who contracts with one or more workers, the essence of which is the personal labor of such worker or workers.

The statute thus broadly defines an employer as any person or entity who employs workers in the state of Washington, or who uses an independent contractor to perform work "the essence of which" is the contractor's personal labor. This statute is silent on whether an agent may be used, and does not prevent its normal use.

Nor does anything in RCW 51.32.090(4) preclude an employer from using an agent to communicate a job offer to a worker.

RCW 51.32.090(4) requires that a light-duty job offer be "from" the employer of injury. But when the employer of injury uses an agent to

communicate a job offer to a worker, the employer of injury remains the true employer because the employer of injury maintains control over the work performed during the light-duty assignment. *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 553, 588 P.2d 1174 (1979). The job offer is thus *from* the employer of injury, as RCW 51.32.090(4) requires, and the job offer remains a valid one.²

Because Conco was the employer for the light-duty job, the fact that AGC is the sponsor of Conco's retrospective rating program is immaterial. WSLC argues that only the employer of injury, not the sponsor of the retrospective rating group to which the employer belongs, can offer jobs to workers under RCW 51.32.090(4). Amicus Br. at 7-9. That is true, but irrelevant, since Conco was the employer for the light-duty job and AGC merely acted as Conco's agent.³ And though the WSLC warns against an improper encroachment of retrospective rating groups into efforts by employers to return their workers to work following

² Because RCW 51.32.090(4) cannot reasonably be interpreted to preclude the use of an agent to communicate a job offer to a worker, WSLC's citation to the liberal construction standard is misplaced, as the liberal construction doctrine does not apply to unambiguous statutes. Amicus Br. 9; *Harris v. Dep't of Labor & Indus.*, 120 Wn.2d 461, 474, 843 P.2d 1056 (1993).

³ WSLC suggests that allowing retrospective rating group sponsors to offer jobs to workers might give such groups financial incentives to offer jobs to workers, because RCW 51.32.090(4)(c) provides for wage subsidies for appropriate light-duty work. Amicus Br. 4-5. But this suggestion is misplaced because Conco, not the retrospective rating group sponsor, was the employer who offered Richardson the light-duty job, and Conco, not the retrospective rating group, would be eligible for wage subsidies under RCW 51.32.090(4)(c).

an injury, WSLC fails to establish that AGC rather than Conco was the true employer for Richardson's light-duty job. Amicus Br. at 2-5.⁴

B. Since Conco Remained Richardson's Employer During the Light-Duty Assignment, It Does Not Matter That Richardson Did Not Consent To Work for an Employer Other Than Conco

Conco remained Richardson's employer throughout the light-duty assignment because it exercised control of his work throughout that assignment and because Richardson consented to working for Conco by accepting the job. *See Novenson*, 91 Wn.2d at 553; AR Bueche 35, 38, 43-44, 48-49; Ex 1; Ex 2. WSLC argues that the job was invalid because Richardson never consented to employment by the training center. Amicus Br. 9-10. WSLC's argument fails as Conco, not the training center, was Richardson's employer during the light-duty assignment.

Substantial evidence supports the trial court's finding that Conco maintained control over Richardson's work throughout the light-duty assignment and that Richardson consented to an employee-employer relationship with Conco.⁵ This makes Conco the employer for the

⁴ *Utter v. Building Industry Association of Washington*, 182 Wn.2d 398, 403, 411 P.3d 953 (2015), cited by the WSLC has no relevance to the current appeal, as it presented a question of whether the BIAW had to register as a political committee for campaign financing purposes, not whether employers can use agents to help them offer work to their workers. Amicus Br. at 4.

⁵ The record shows that Conco maintained control over the work during the light-duty assignment as it demonstrates that Conco (a) decided to offer light-duty work to Richardson, (b) authorized a representative to send a job offer letter to Richardson, (c) did choose and would have continued to choose the projects Richardson worked on during the light-duty job, (d) was responsible for paying Richardson's wages for the

light-duty job, and the light-duty job is therefore valid under RCW 51.32.090(4). See *Novenson*, 91 Wn.2d at 553.

The fact that Richardson performed the job at a training center rather than on Conco's property is irrelevant because nothing precludes a worker from performing tasks for an employer on property owned by other persons. For example, the workers in *Lyons Enterprises v. Department of Labor & Industries*, 185 Wn.2d 721, 738-39, 374 P.3d 1097 (2016), performed custodial services on property owned by customers of their employer, Lyons. Since the work was performed by Lyons's workers for the benefit of Lyons, it does not matter that the work was performed on property owned by other parties. *Id.* at 738-39.

Here, as the Court of Appeals concluded, the light duty job was performed at the training center, but was done for the benefit of Conco because Conco benefited from its workers receiving a better understanding of workplace safety. *Richardson v. Dep't of Labor & Indus.*, __ Wn. App. __, 432 P.3d at 850 (2018). Therefore, Richardson performed the work *for* Conco even though he performed it at the training center. And since Richardson indisputably consented to working for Conco, the light duty job was valid.

light-duty work, (e) maintained the right to approve leave requests, and (f) maintained the right to discipline Richardson for misconduct. AR Bueche 35, 38, 43-44, 48-49; Ex 1; Ex 2.

IV. CONCLUSION

The Court should reject WSLC's call for a distorted reading of the Industrial Insurance Act. Employers may not use a contract to escape their legal duties under the Industrial Insurance Act, but they may use agents to help them fulfill those duties. This Court should reject the arguments in WSLC's amicus curiae brief and deny the petition for review.

RESPECTFULLY SUBMITTED this 5th day of April, 2019.

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APPENDIX



ASSOCIATED GENERAL CONTRACTORS of WASHINGTON

Skill • Integrity • Responsibility

Workers' Compensation / Group Retro Program

June 15, 2015

Aaron Richardson
1448 Island Lake Rd NW
Silverdale, WA 98383

Sent by Certified and Regular Mail
7011 2000 0000 5344 6939

Re: Claim #: AV16762

Light Duty Job Offer

Dear: Aaron Richardson

Good news! Your doctor has released you to participate in temporary transitional light duty work. In order to accommodate your restrictions and minimize your risk for aggravating your condition, we are providing you with an opportunity to expand your knowledge of the construction industry through the Modified Duty Program. We have attached a job analysis that describes your light duty job and the sedentary physical requirements (reading and writing). If you should need special accommodation, please call us immediately; so we can make every effort to assist and/or accommodate you. The knowledge you will gain through your participation is readily applicable when you return to work, i.e. you will become more familiar with the construction safety regulations, proper lifting techniques, etc. After you complete and are familiar with the DOSH safety regulations pertaining to construction, there may also be an opportunity for you to receive Flagger certification, CDL certification, CPR/First Aid certification, and, if applicable, the opportunity to complete your GED.

Your participation will help lessen your financial burden as you will receive a higher rate of pay working light duty than you would via the Department of Labor and Industries (L&I) time loss compensation rate.

You will be paid your regular wage plus benefits per hour for hours of participation and you have been cleared by your doctor to participate at (40) hours per week.

Please report to the Modified Duty Site Resource Center in Tacoma on, Monday June 22, 2015. The center is located at 3680 S. Cedar Street, Ste. J, Tacoma, WA 98409. A map is enclosed for your convenience. Your hours will be from 6:00 AM to 2:30 PM, Monday through Friday. Any appointments (doctor, personal, physical therapy, etc.) should be made after work hours.

Your Modified Duty Site manager will be Tim Johnson and he can be reached at 253-474-1323. He will be responsible for reporting your attendance to Catherine Santucchi for payroll purposes. Please present picture ID when reporting to the resource center the first day.

The course material is in a user-friendly format. It is important that you communicate any questions or difficulties you experience to your modified duty site manager; so he can attempt to accommodate you. If you are unable to attend the light duty position, please call the modified duty site manager and your employer before work hours. It is also important that you abide by the rules and policies set forth by the modified duty site manager.

If you fail to report to the Modified Duty Site on the start date, this will be considered refusal of the approved light duty position offered and you may not be entitled to time loss benefits or Loss of Earning Power (LEP) from the Department of Labor & Industries.

Board of Industrial Insurance Appeals
In re: Aaron Richardson
Docket No. 15/1069
Exhibit No. 5-2516

www.agcwa.com

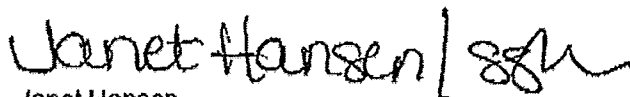
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Richardson, Aaron
AV16762
Light Duty Job Offer
Page Two

We hope you will take advantage of this opportunity to expand your knowledge in the construction field and we wish you a speedy recovery.

Please feel free to call us if you should have any questions. We look forward to hearing from you.

Best regards,



Janet Hansen
Claims Consultant

Enclosures: Job Analysis and Physician's Release for work
Directions/Map to the Modified Duty Site Resource Center

Cc: Maria Avalos, Department of Labor and Industries
Catherine Santucchi, Elizabeth Wrenn, Conco Cement Company
Tim Johnson, Tacoma Modified Duty Site Manager, Safety Educator's, Inc.
Thom Willson, Safety Educator's, Inc.
Small, Snell, Weiss, Comfort PS Atty, PO Box 11303, Tacoma, WA 98411-0303

AV16762

Tacoma / SEATTLE MODIFIED DUTY SITE RESOURCE CENTER TEMPORARY TRANSITIONAL JOB ANALYSIS

Employer: Conco Cement Contact: Elizabeth Wrenn Phone: (925) 681-6662

Employee: Aaron Richardson Claim #: AV16762

Work Hours: 6:00 a.m. to 2:30 p.m., Monday through Friday

Worksite Location: 1100 Westlake Avenue North, Seattle WA 98109 / 36805 Cedar St Tacoma, WA

Job Summary: After a comprehensive review of the DOSH construction safety standards, activities may include: CPR/First Aid certification, Flagger (MUTCD) certification, CDL testing preparation, and/or if applicable, an opportunity for GED completion. All materials are written in easy to read English. Skill enhancement is accomplished through lectures, videos, written materials, worksheets, and discussions.

Prerequisite Training/Experience: None.

Physical Demands

Frequency Guidelines	N: Never (not at all)	S: Seldom (1-10% of the time)
O: Occasional (11-33% of the time)	F: Frequent (34%-66% of the time)	C: Constant (67%-100% of the time)

Sit/Walk/Stand: May change positions as needed. May sit, stand, walk, in any combination while watching videos, listening to lectures, or participating in discussions. Seating consists of straight-backed chairs of the type normally used in high school or college classrooms. Tables accommodate two to three people with flat tops. Special seating and other accommodations can be provided as required. Participant is required to walk or use other means of locomotion from parking lot to the building. A passenger drop zone is available directly in front of the entrance.

Lift/Carry: Seldom - No more than six (6) pounds required in the form of papers, small booklets and manuals.

Push/Pull: None.

Bend: Seldom - Bend to pick-up dropped items. Assistance is available as necessary.

Twist: Normal twisting to take or leave seat.

Reach/Handle: Handling papers and writing notes. Otherwise none.

Climb/Crawl: Four stairs to entrance of building.

Sensory Abilities: Hearing and vision within average range of correction.

Environmental Factors: No extremes of temperature, noise, dust fumes, or other hazards.

Using Hand/Foot: Hands Occasional - Using writing utensils. Foot otherwise none.

Board of Industrial Insurance Appeals
 In re: Aaron Richardson
 Docket No. 1517069
 Exhibit No. 2
 ADM. 5-25-16 Date RE

Physician:

I agree that the above named injured employee can perform the physical activities described in this job analysis and can return to work on 6/15/15.

I agree the injured employee can perform the described job but only with modifications. (Describe modifications necessary to accommodate in comments section.)

I disagree that the injured employee can perform the physical activities in this job analysis based on the following physical limitations. (State objective medical findings and specific tasks the worker is not able to perform.)

Please provide projected time frame for return to regular job: UNLIKELY TO REGAIN THE PHYSICAL CAPACITY TO RETURN TO THIS

Comments: HE WILL NEED TIME OFF FOR MEDICAL APPOINTMENTS - APPROVED FOR TACOMA LOCATION ONLY.

[Signature]
Physician's Signature

6/10/15
Date

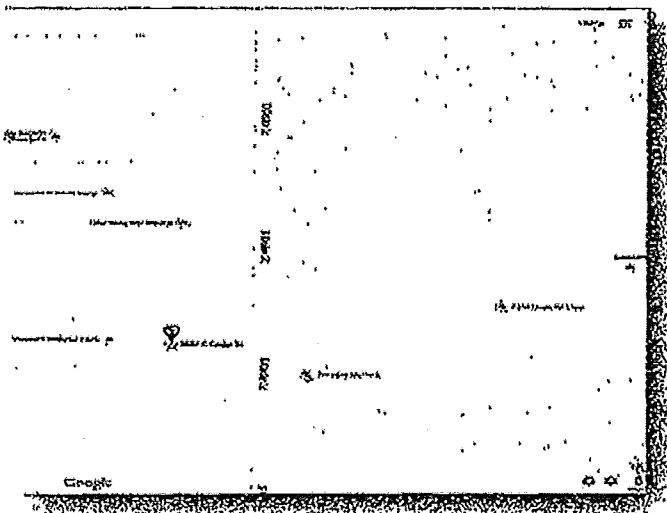
TACOMA MODIFIED DUTY SITE DRIVING DIRECTIONS

NORTHBOUND

- ◆ I-5 NORTHBOUND: TO S. 38TH STREET
- ◆ TAKE EXIT 132
- ◆ CONTINUE ON S. 38TH STREET TO S. CEDAR STREET
- ◆ 3680 S. CEDAR STREET, STE. J, TACOMA, WA 98409

SOUTHBOUND

- ◆ TAKE I-5 SOUTH TO EXIT 132A
- ◆ MERGE ONTO S. 38TH STREET
- ◆ TURN RIGHT ONTO S. CEDAR STREET
- ◆ 3680 S. CEDAR STREET, STE. J, TACOMA, WA 98409



NO. 96780-6

**SUPREME COURT
OF THE STATE OF WASHINGTON**

AARON E. RICHARDSON,

Appellant,

v.

WASHINGTON STATE
DEPARTMENT OF LABOR
AND INDUSTRIES and
CONCO & CONCO PUMPING, INC.,

Respondents.

DECLARATION OF
SERVICE

The undersigned, under penalty of perjury pursuant to the laws of the state of Washington, declares that on the below date, I served the Department of Labor and Industries' Answer to Amicus Curiae Brief of the Washington State Labor Council and this Declaration of Service in the below described manner:

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DATED this 5th day of April, 2019, at Tumwater, Washington.



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