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No. 73735-0-I

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

POTELCO, INC.,

Plaintiff/Appellant,

v.

DEPARTMENT OF LABOR AND INDUSTRIES,

Defendant/Respondent.

APPELLANT'S OPENING BRIEF

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COURT OF APPEALS
DIVISION ONE
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I. INTRODUCTION

Potelco, Inc. needed to hire a company to fly gravel and concrete to areas of Potelco's worksite that were inaccessible by vehicle. Potelco chose Salmon River Helicopters, who touted its extensive experience with delivering materials by helicopter. While performing their contracted task, Salmon River flew too close to an energized transmission line, which allowed electricity to travel down a rope attached to the helicopter, and caused a Potelco employee who was working on the ground to receive an electric shock.

The Department of Labor and Industries subsequently issued Potelco Citation No. 316278589, which alleges that Potelco violated RCW 49.17, Washington's Industrial Safety and Health Act ("WISHA"). The alleged violations stem from the Department's belief that Potelco's injured employee was not competent to assist Salmon River deliver materials to Potelco's worksite. The Citation was affirmed, as modified, by the Board of Industrial Insurance Appeals ("Board"), and by the Skagit County Superior Court. (Clerk's Papers ("CP") at 5, 30-74, 533-35).

Potelco requests that the Court reverse the Board's Decision and Order and vacate the citation and penalty because all Potelco employees were qualified to perform their assigned tasks, based on extensive training and experience. The unfortunate injury occurred because Salmon River misrepresented its capabilities.

II. ASSIGNMENTS OF ERROR

Potelco respectfully asserts that the Superior Court erred in

affirming Findings of Fact Nos. 4-6, 8-10, and 13-15, and in adopting Conclusion of Law Nos. 4-8 as set forth in the Board's Decision and Order, because these Findings of Fact were not supported by substantial evidence and did not in turn support the Conclusions of Law. Potelco also respectfully asserts that the Superior Court erred in granting statutory attorneys' fees to the Department as the prevailing party. Specifically:

Assignment of Error No. 1: The Superior Court erred in adopting Finding of Fact No. 4.

Statement of Issues Pertaining to Assignment of Error No. 1:

Did the Superior Court err in adopting Finding of Fact No. 4 when substantial evidence shows that Potelco's workers were adequately trained to perform their assigned tasks?

Assignment of Error No. 2: The Superior Court erred in adopting Finding of Fact No. 5.

Statement of Issues Pertaining to Assignment of Error No. 2:

Did the Superior Court err by adopting Finding of Fact No. 5 when the substantial evidence shows that Salmon River Helicopters delivered materials to other angled structures before delivering materials to structure 4/3?

Assignment of Error No. 3: The Superior Court erred in adopting Finding of Fact No. 6.

Statement of Issues Pertaining to Assignment of Error No. 3:

Did the Superior Court err by adopting Finding of Fact No. 6 when the substantial evidence shows that Potelco reasonably relied on the

assurances of Salmon River that its long-line was not conductive?

Assignment of Error No. 4: The Superior Court erred in adopting Finding of Fact No. 8.

Statement of Issues Pertaining to Assignment of Error No. 4:
Did the Superior Court err by adopting Finding of Fact No. 8 when the substantial evidence shows that Potelco's employees Mr. Wheeler and Mr. Jesmer were trained on electrical safety and understood the hazards of working too close to an electrical line?

Assignment of Error No. 5: The Superior Court erred in adopting Finding of Fact No. 9.

Statement of Issues Pertaining to Assignment of Error No. 5:
Did the Superior Court err by adopting Finding of Fact No. 9 when the substantial evidence shows that Salmon River Helicopters delivered materials to other angled structures before delivering materials to structure 4/3?

Assignment of Error No. 6: The Superior Court erred in adopting Finding of Fact No. 10.

Statement of Issues Pertaining to Assignment of Error No. 6:
Did the Superior Court err by adopting Finding of Fact No. 10 when the substantial evidence shows that there was no change in hazard at the 4/3 structure?

Assignment of Error No. 7: The Superior Court erred in adopting Finding of Fact No. 13.

Statement of Issues Pertaining to Assignment of Error No. 7:

Did the Superior Court err by adopting Finding of Fact No. 13 when the substantial evidence shows that Potelco did not violate the cited standards?

Assignment of Error No. 8: The Superior Court erred in adopting Finding of Fact No. 14.

Statement of Issues Pertaining to Assignment of Error No. 8:
Did the Superior Court err by adopting Finding of Fact No. 14 when the substantial evidence shows that Mr. Wheeler and Mr. Jesmer were trained on electrical safety and understood the hazards of working too close to an energized line?

Assignment of Error No. 9: The Superior Court erred in adopting Finding of Fact No. 15.

Statement of Issues Pertaining to Assignment of Error No. 9:
Did the Superior Court err by adopting Finding of Fact No. 15 when the substantial evidence shows that Potelco did not violate the cited standards?

Assignment of Error No. 10: The Superior Court erred in adopting Conclusion of Law No. 4.

Statement of Issues Pertaining to Assignment of Error No. 10:
Did the Superior Court err by adopting Conclusion of Law No. 4 when the substantial evidence shows that Potelco did not violate WAC 296-45-67507(2), because there was no change in hazard at Potelco's worksite?

Assignment of Error No. 11: The Superior Court erred in adopting Conclusion of Law No. 5.

Statement of Issues Pertaining to Assignment of Error No. 11:
Did the Superior Court err by adopting Conclusion of Law No. 5 when the

substantial evidence shows that Potelco did not violate WAC 296-45-325(1), because its workers were qualified to perform their assigned tasks?

Assignment of Error No. 12: The Superior Court erred in adopting Conclusion of Law Nos. 6-8.

Statement of Issues Pertaining to Assignment of Error No. 12: Did the Superior Court err by adopting Conclusion of Law Nos. 6-8 when the substantial evidence shows that Potelco did not violate the cited standards?

III. STATEMENT OF THE CASE

A. STATEMENT OF FACTS

1. The Worksite

Potelco was hired to replace a 24-mile set of transmission lines in Sedro Woolley, WA, referred to as Baker-Sedro Line No. 2 (CP at 281-282). Another set of transmission lines, Baker-Sedro No. 1, paralleled the Baker No. 2 line. (CP at 282). Generally, the two sets of lines were approximately 60 feet apart. *Id.* At several structures¹, however, the two lines turned simultaneously at an angle. At these structures, line No. 1 and line No. 2 were closer to each other than 60 feet. (CP at 314). There were several “angled” structures at the Baker-Sedro project. *Id.*

To replace Baker No. 2, Potelco needed to remove the existing wire and the poles the wire was attached to. It would then set new poles and place new wire on those poles. (CP at 282). The Baker-Sedro No. 2

¹ A “structure” refers to a power pole. (CP at 347).

line was de-energized so that Potelco could perform its work, but the Baker-Sedro No. 1 line remained energized at 115 KV.²

After Potelco removed the existing wire and poles from the No. 2 line, it began preparing to set new poles. (CP at 282). Potelco needed to dig holes where the pole-anchors would be placed, and needed to fill those holes with gravel and/or concrete so the new anchors could be properly set. *Id.* Potelco normally uses its own trucks to deliver materials to worksites, but several structures at the Baker-Sedro project were inaccessible by vehicle. *Id.* at 284. The only practical way to deliver materials to those structures was by helicopter. *Id.* at 288. Potelco does not own or operate helicopters, so it hired Salmon River Helicopters to assist with this phase of the job. *Id.* at 288. The previous year, Potelco had replaced Baker-Sedro line No. 1, and Salmon River successfully delivered materials to every inaccessible structure during the Baker No. 1 project. (CP at 319).

2. Potelco's Line Crews And Civil Crews

Potelco employees generally fall into two classifications: line crews and civil crews. Potelco's line crews are responsible for working directly on and with energized power lines, while its civil crews perform general labor to support the line crews. (CP at 166, 183). Although civil

² There was some confusion at hearing about the designation of the line being worked on – whether it was line No. 1 or line No. 2. (See CP at 282, CP at 326, CP at 355). Regardless of the exact designation, what is important here is that all witnesses agreed that there were two sets of lines at the Baker-Sedro project, and that Potelco was replacing the de-energized line, which is referred to herein as No. 2 line.

crews never work directly on energized lines, they often work at jobsites where power lines are present, so Potelco provides all civil crews with training on the basics of electrical safety. (CP at 293, CP at 359). One such training is an in-depth OSHA 10 training course, which spans 10 hours and covers electrical safety topics in detail, including (a) personal protective clothing and equipment; (b) distinguishing live parts of electrical equipment; (c) minimum approach distance (“MAD”), which is the closest distance a worker can come to an energized line; and (d) determining nominal voltage of live parts of equipment. (CP at 293, CP at 356, CP at 389-520).

Al Whitaker, Potelco’s line crew manager (a certified lineman), and Gordon Anchetta, Potelco’s line crew general foreman (a certified lineman), decided that civil crews should dig holes at the worksite where anchors would be placed. (CP at 286). The civil crews were also asked to help Salmon River deliver materials to those holes. (CP at 286). One such civil crew included foreman Shane Wheeler, equipment operator Randy Chapple, and underground tech Alan CP. (CP at 171, CP at 324).

Mr. Wheeler had been employed by Potelco for approximately six years. (CP at 164). Prior to becoming a foreman, he worked as an underground tech and equipment operator. *Id.* at 165. He had completed the OSHA 10 class before beginning work on the Sedro Woolley project. (CP at 184, CP at 379). Mr. Wheeler was fully aware of the general hazards of electricity as well as the specific MAD for working near an energized 115 KV line. (CP at 184-185). He had over six years of first-

hand experience working at jobsites that contained energized lines. *Id.* at 183.

3. The Fly-In Operation

Salmon River was scheduled to begin transporting material to Potelco's worksite on June 25, 2012. (CP at 289). That day, there was a safety meeting attended by Salmon River and every Potelco employee assigned to assist with the fly-in operation. (CP at 289, CP at 167). At this meeting, Salmon River described the fly-in process. (CP at 289). A rope, referred to as the "long-line," was attached to the helicopter. *Id.* at 290. According to Salmon River, the long-line was made entirely of non-conductive Kevlar, which, if true, would mean that electricity could not flow through the long-line. (CP at 290, 292). Potelco would bring concrete and gravel bags to a central, accessible location at the worksite. *Id.* at 289. Gravel bags would be placed on a hook at the end of the long-line. (CP at 173). When delivering concrete, a box known as a "hopper" would be filled with concrete and then attached to the long line's hook. (*Id.* at 173-174). Salmon River would then fly materials to the worksite as needed. (CP at 290).

A Potelco civil crew and a Salmon River spotter would be at each fly-in structure. (CP at 173, CP at 290). Salmon River's spotter had sole responsibility for guiding the helicopter to the structures, and he was the only person on the ground in direct contact with the helicopter pilot (also a Salmon River employee). (CP at 174-175, CP at 290-291). Once the spotter guided the pilot to where materials were needed, a Potelco

employee or Salmon River's spotter would either remove the gravel bag or would pull a lever on the hopper to release concrete. (CP at 174).

On June 25, following the safety meetings, Salmon River successfully delivered over 40 loads of material to the fly-in structures. (CP at 339).

On June 26, Salmon River resumed the fly-in operation, using the exact same procedures from the previous day. (CP at 325-326). As the end of the day approached, only one structure still needed concrete – structure 4/3 (an “angled” structure)³. (CP at 327). Mr. Wheeler and his crew were working at this structure. (CP at 326).

There were three holes at structure 4/3 that needed to be filled with concrete on June 26 – holes “A,” “B,” and “C.” (See, CP at 383).⁴ Salmon River successfully delivered concrete to hole C, then to hole B, and finally to hole A. (CP at 329). Each hole needed additional concrete, and Salmon River made another series of successful deliveries to each hole. *Id.* at 55-56. Hole A still needed more concrete, so Salmon River made a third successful delivery to that hole. (CP at 330). Salmon River had delivered all but a small amount of the available concrete. There was still space in Hole A, so Salmon River prepared to make its fourth and final drop to that hole, which would be the final delivery of the day. *Id.*

³ Structures are designated by number in reference to their position along the Baker-Sedro line. (CP at 283).

⁴ These holes were not identified by letter during the project. This brief identifies the holes by letters for ease of reference, as did Mr. Chapple in his testimony. (See CP at 328, and 383).

Salmon River loaded its hopper at the fly-yard and set out for the fly-in structure, as it had done several times before over the span of two days; Salmon River's spotter directed the helicopter to the structure, as he had done several times before over the span of two days; and the employee closest to the hopper, Mr. Wheeler, steadied it, as had been done several times before. *Id.* This time, however, Salmon River's pilot brought the long-line too close to the energized line No. 1, and when Mr. Wheeler grabbed the lever on the hopper to release the concrete, there was an electrical arc flash from the energized line No. 1 to the long-line. (CP at 203). The electricity traveled down the long-line and Mr. Wheeler suffered burn injuries as a result. (CP at 182).

4. The Department's Inspection And The Citation

Department Inspector Dick Maxwell inspected Potelco's worksite, in response to Mr. Wheeler's injury, and the Department issued Potelco the Citation, which included the following alleged violations, all designated as "serious:"

- Item 1-1(a) alleges a violation of WAC 296-45-055(5), which requires employers to appoint only competent workers to supervise other employees.
- Item 1-1(b) alleges a violation of WAC 296-45-065(1), which requires employees to be trained and proficient in the safety-related work practices, safety procedures, and other safety requirements that pertain to their respective job assignments.

- Item 1-2 alleges a violation of WAC 296-45-67507(2), which requires employers to hold a safety meeting when there is a change in the hazard, method of performing the job, signals to be used, or other operating conditions at a worksite where a helicopter is used.
- Item 1-3 alleges a violation of WAC 296-45-325(1), which provides that only qualified employees may work on or with exposed energized lines, and only qualified employees may work in areas containing unguarded, un-insulated energized lines.

B. PROCEDURAL BACKGROUND

Potelco appealed the Citation to the Board of Industrial Insurance Appeals, and on January 14-15, 2014, Industrial Appeals Judge Michael Metzger presided over the appeal hearing. Judge Metzger entered a proposed decision and order on April 9, 2014. (CP at 30). He noted that Items 1-1(a), 1-1(b) and 1-3 are “in essence the same alleged violation,” so he vacated Items 1-1(a) and 1-1(b), but affirmed Items 1-2 and 1-3. *Id.* at 63, 73. The Board denied Potelco’s petition for review, and on May 15, 2014, it adopted Judge Metzger’s proposed decision as the Board’s final decision and order. *Id.* at 1.⁵

⁵ Potelco does not appeal the Board’s decision to vacate Items 1-1(a) and 1-1(b).

On June 13, 2014, Potelco appealed the Board's Decision and Order to the Skagit County Superior Court. (*Potelco, Inc. v. Dep't of Labor and Indus.*, Skagit County Cause No. 14-2-01059-4, Notice of Appeal to Superior Court). On June 9, 2015, Judge John M. Meyer entered an order affirming the Board's final Decision and Order. CP 533-535. Potelco timely appealed to this Court on July 10, 2015 (*Potelco, Inc. v. Dep't of Labor and Indus.*, Skagit County Cause No. 14-2-01059-4, Notice of Appeal to Washington State Court of Appeals, Division I).

IV. ARGUMENT

A. STANDARD OF REVIEW

When reviewing Board rulings, this Court sits in the same position as the Superior Court and reviews the Board's decision directly. *Dep't of Labor and Indus. v. Tyson Foods, Inc.*, 143 Wn. App. 576, 581, 178 P.3d 1070 (2008); *J.E. Dunn Nw., Inc. v. Dep't of Labor & Indus.*, 139 Wn. App. 35, 42, 156 P.3d 250 (2007). The Board's findings must be supported by substantial evidence when considering the record as a whole. RCW 49.17.150(1). Substantial evidence is evidence sufficient to persuade a fair-minded, rational person that a finding is true. *Martinez Melgoza & Assoc., Inc. v. Dep't of Labor & Indus.*, 125 Wn. App. 843, 847-48, 106 P.3d 776 (2005). Conclusions of law must be appropriate based on the factual findings. RCW 49.17.150; *Martinez Melgoza*, 125 Wn. App. at 847-48. Courts review questions of law, such as the Board's interpretation of a statute, de novo. *Stuckey v. Dep't of Labor and Indus.*, 129 Wn.2d 289, 295, 916 P.2d 399 (1996).

B. THERE WAS NO CHANGE IN HAZARD AT POTELCO'S WORKSITE

Item 1-2 should be vacated because there was no change in hazard at Potelco's worksite. WAC 296-45-67507(2) provides that:

Should there occur a change in the hazards, method of performing the job, signals to be used, or other operating conditions during the course of any particular job, a conference shall immediately be held at which time all affected employees and others, including signalpersons, groundworkers, pilot(s), will be advised of such hazards or change of operation. No employee shall be permitted to work unless such employee and others fully understand the change(s) which have taken place.

There is no dispute that Potelco held a safety meeting to discuss the fly-in operation before any work began. (CP at 289, CP at 167). The Board believed that Salmon River would be flying closer to the No. 1 energized line at structure 4/3 than it had at previous structures, and concluded this was a change requiring another safety meeting (CP at 58-69). But there were other angled structures that Salmon River flew to before delivering materials to structure 4/3:

Q: Were there any other sites that were angles?

A: Yes.

Q: Were the sites that were angles worked on before June 26?

A: Yes.

Q: ... Were the materials flown in to those sites?

A: Some of them.

(CP at 314-315). Thus, the hazard at structure 4/3 was not new or different than the hazard present at other sections of Potelco's worksite. In

addition, every structure, whether straight or angled, was in the “vicinity” of line No. 1. Thus, the hazard of Salmon River bringing the helicopter too close to line No. 1 was always present at this project. The substantial evidence establishes that there was no change in hazard at Potelco’s worksite, so WAC 296-45-67507(2) does not apply and Item 1-2 should be vacated.⁶

C. POTELCO’S EMPLOYEES WERE QUALIFIED

WAC 296-45-325(1) provides that only “qualified employees” may work “on or with exposed energized lines or parts of equipment,” or in “areas containing unguarded, uninsulated energized lines or parts of equipment.”

A “qualified employee” is (1) “A person who is familiar with the construction of, or operation of such lines and/or equipment that concerns his/her position and who is fully aware of the hazards connected therewith,” or (2) “one who has passed a journey status examination,” (i.e., someone who is a lineman). WAC 296-45-035.

The Department cited Potelco for violating this provision solely because Mr. Wheeler was not a lineman. (CP at 257) (CP at 58). The relevant WAC makes it clear, however, that an employee does not have to be a lineman to be a “qualified employee.” Any employee who

⁶ Department admits there was no evidence of any change in the method of performing job, signals to be used, or other operating conditions at this project. (CP at 256).

understands the hazards that concern his position is a qualified employee.
WAC 296-45-035.

Mr. Wheeler was not assigned to work directly on or with exposed energized lines. (CP at 309). He was simply asked to help deliver concrete to set anchors for the Baker-Sedro No. 2 line, which was completely de-energized. (CP at 324). Mr. Wheeler was qualified to perform this task.

Despite Mr. Wheeler's extensive experience, the Board believed that Mr. Wheeler did not "learn anywhere near enough to recognize the hazard posed by being so close to Baker line No. 1," simply because Mr. Wheeler was injured. (CP at 65). But Mr. Wheeler's undisputed testimony shows otherwise. Mr. Wheeler testified that (a) he knew line No. 1 was energized at 115 KV, (b) he knew the MAD for a 115 KV line, and (c) he understood that he should not work with any conductive object within that distance. (CP at 179, 185). To recognize the hazard at structure 4/3, Mr. Wheeler needed to understand only one additional piece of information -- that the helicopter's long line was conductive. This information was unavailable to Mr. Wheeler because Salmon River assured Potelco and its employees that the long-line was made of non-conductive Kevlar.⁷ In other words, Potelco's employees believed that

⁷ The Board claims that "Potelco tried through hearsay evidence to establish that the long line, which was either made or wrapped with Kevlar, was non-conductive and therefore no one on the civil crew working at structure 4/3 was exposed to a hazard." (CP at 64). Potelco, however, agrees that there is "no question that the long line" was conductive. *Id.* Potelco simply established that, before Mr. Wheeler was injured, Potelco *believed* the long-line was non-

electricity could not travel down the long-line, making its position in relation to line No. 1 irrelevant. (CP at 290, 292, 300, 308, 319).⁸ Mr. Wheeler understood the hazards that concerned his position – he fully understood that it was dangerous to work too close to an energized line. Mr. Wheeler was therefore qualified to assist with the fly-in operation. In fact, anyone who understood the MAD for a 115 KV line was capable of identifying the relevant hazard. This was an undoubtedly an unfortunate accident. This, however, does not mean that Mr. Wheeler or any other Potelco employee was unqualified to perform their assigned task.

D. POTELCO DID NOT HAVE KNOWLEDGE OF THE ALLEGED VIOLATIONS

An employer is liable for a WISHA violation only when it had actual or constructive knowledge of the violation (i.e., the employer either knew, or with the exercise of reasonable diligence could have known, of the violative condition). *In re Longview Fibre*, BIIA Dckt. No. W0321, 2003 WL 23269365, *2 (2003).

As already discussed, Potelco and its employees believed the helicopter's long-line was non-conductive based on the assurances of Salmon River. The nearest energized line at structure 4/3 was over 90 feet in the air. (CP at 347). Potelco believed that no conductive object would

conductive, based on the assurances of Salmon River Helicopters, a company that Potelco had repeatedly hired to deliver materials based on their asserted expertise.

⁸ For this reason, even a lineman in Mr. Wheeler's shoes would not have appreciated the hazard of Salmon River's Helicopter breaching the minimum approach distance for line No. 1.

be brought near that line. (CP at 300). Potelco therefore believed that it was assigning Mr. Wheeler to work at least 90 feet away from any energized line, and also understood there was no change in hazard at structure 4/3.

The Board summarily decided that Potelco either knew or, in the exercise of reasonable diligence, could have known that the helicopter's long line was conductive, and therefore should have known that Mr. Wheeler would work near an energized line. (CP at 66). To reach this decision, the Board relied on conclusions that are not supported by the testimony presented at hearing.

For example, the Board stated that Potelco had a written contract with Salmon River which described the specifications of the long-line. (CP at 64). Yet, the only witness who testified about the contract between Potelco and Salmon River was unable to provide any specifics about that contract:

Q: Do you know if Potelco and Salmon River entered into a contract for the work?

A: I believe so.

Q: Do you have any idea whether the contract was written or oral?

A: No, I do not.

Q: Do you have any idea as to the specifications that Potelco gave Salmon River?

A: No, I do not.

(CP at 315). There is no support for the Board’s conclusion regarding the specifications of any contract between Potelco and Salmon River.

In addition, the Board claimed that Potelco “presented no substantive evidence that it had a *valid reason to conclude that the long line used by Salmon River was nonconductive.*” (CP at 64 (emphasis in original)).⁹ Potelco presented testimony, however, that (a) Salmon River stated the long-line was non-conductive, (b) Salmon River had performed the exact same work for Potelco the year before at the same location, and (c) Salmon River held themselves out as experts on the type of work being performed. (CP at 291, 308, 319). Based on Salmon River’s experience and assurance, Potelco had a “valid reason” to believe Salmon River’s statements about the long-line. Potelco had no reason to disbelieve Salmon River’s claim about its own equipment. Potelco did not realize that Mr. Wheeler would work near any energized object. The substantial evidence therefore does not establish that Potelco had actual or constructive knowledge of the violative conditions, and the alleged violations should be vacated.

⁹ The Board’s factual conclusions suggest that it expected Potelco to *disprove* its knowledge of the alleged violation. That approach improperly assigns the burden of proof. At hearing, the Department bears the burden of proving that Potelco had actual or constructive knowledge of the violations. *In re Longview Fibre*, 2003 WL 23269365, *2. In any event, as noted above, Potelco did present evidence to support its reasonable belief that the long line was non-conductive.

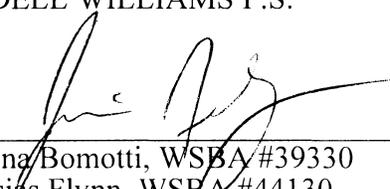
V. CONCLUSION

Potelco respectfully requests that the Court dismiss Citation No. 316278589 in its entirety.

DATED this 24th day of September, 2015.

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By



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CERTIFICATE OF SERVICE

I, Jazmine Matautia, certify that:

1. I am an employee of Riddell Williams P.S., attorneys for Appellant Potelco, Inc. in this matter. I am over 18 years of age, not a party hereto, and competent to testify if called upon.
2. On September 24, 2015, I served a true and correct copy of the foregoing document on the following party, attorney for Respondent, via email and hand delivery, and addressed as follows:

William F. Henry, Assistant Attorney General
Washington Attorney General's Office
Labor & Industries Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
willh@atg.wa.gov

2015 SEP 24 PM 4:41
OFFICE OF THE ATTORNEY GENERAL
STATE OF WASHINGTON

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

SIGNED at Seattle, Washington, this 24th day of September, 2015.



Jazmine Matautia