

No. 48852-3-II

COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

JUDSON D. FORKS, a single man,

Appellant,

v.

ENCON WASHINGTON, LLC, a Washington Limited Liability
Company and Subsidiary EnCon Companies,

Respondent.

BRIEF OF RESPONDENT

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A. INTRODUCTION

Judson Forks attempts to circumvent the workers' compensation system of immunity from suit in exchange for sure and certain relief by denying reality. He claims there is a factual issue for trial on whether he consented to employment with EnCon Washington LLC and waived his common law claims against them.

However, Forks agreed – expressly, unambiguously, and in writing – that he (1) understood and consented to employment with EnCon for workers' compensation purposes, and (2) waived all common law claims arising from on-the-job injuries with the understanding that such injuries were covered by workers' compensation laws.

The trial court properly concluded that Forks' extrinsic testimony about the meaning and effect of a clear, unambiguous document did not create a genuine issue of material fact for trial.

B. STATEMENT OF THE CASE

EnCon acknowledges Forks' statement of the case and for the purposes of this appeal, EnCon will not respond in granular fashion. Because his claims were dismissed on summary judgment, Forks is entitled to present the record in the light most favorable to him. Also, the details of

the incident in which Forks was injured are immaterial to this appeal.¹ However, EnCon also asks the Court to note some undisputed additional facts.

This is a premises liability work place personal injury case. Forks, who worked for Aerotek, a staffing company, is claiming certain injuries from an incident which occurred on March 13, 2014 at EnCon's facility in Puyallup, WA. CP 4. Forks alleges that he was injured on the job because EnCon was negligent. *Id.*

EnCon is a full service specialty manufacturer providing engineered precast prestressed concrete building solutions to the construction industry in the Pacific Northwest. In July 2013, EnCon ("seller") entered into a Production with Dragados, USA, Inc. ("buyer") to fabricate and deliver precast tunnel liners for the SR 99 Bored Tunnel Project now underway in Seattle, WA. CP 19-20. The tunnel liners were being built at EnCon's facility in Puyallup, WA. *Id.*

In furtherance of the Production Agreement to fabricate and deliver the thousands of tunnel liners for the project, EnCon entered into a Services Agreement with Aerotek, a staffing services agency. CP 20.

Under that Agreement, **BACKGROUND**, it states:

¹ Should this Court reverse summary judgment and remand this case for trial, EnCon reserves the right to dispute any and all facts Forks alleges.

AEROTEK is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK to provide supplemental staffing services and AEROTEK desires to be engaged by Client, all on the terms and conditions of this Agreement. As used herein, the term “Contract Employee” means an AEROTEK employee temporarily placed with the Client pursuant to this Agreement.

Under Paragraph 2, **CONTRACT EMPLOYEES:**

2.1 SERVICES: AEROTEK shall provide to client (“EnCon”) one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client’s management and supervision at a facility or in an environment controlled by Client....

2.2 DUTIES: It shall be the client’s responsibility to control, manage and supervise the work of the Contract Employees assigned to Client (“EnCon”) pursuant to this Agreement....

CP 48.

Forks was one of the contract employees assigned to EnCon under this agreement. CP 20. At the time of his claimed incident in March 2014, Forks was one of many such employees working at EnCon’s facility on the production and fabrication of thousands of precast tunnel liners for the SR 99 Tunnel Project. *Id.* Forks was one of the many laborers provided to EnCon by Aerotek who worked on the production of the precast concrete tunnel liners at EnCon’s facility in Puyallup. *Id.* In addition to laborers obtained through Aerotek, EnCon also had many direct hires/employees on

the production floor. All laborers who worked on the precast tunnel liner production line, whether direct hires, or those hired by Aerotek, were given an orientation, and assigned a “mentor,” that is, someone to whom the employee could go to ask for more direction, guidance, or understanding about procedure, etc. *Id.*

At the time of his claimed incident and injury on March 13, 2014, Forks’ direct supervisor was Matt Delp, a direct employee of EnCon. Ronnie Ryan, another direct EnCon employee, was his mentor or lead. CP 20. Matt Delp was the EnCon Supervisor on the production floor. *Id.* Forks also confirmed this in his deposition. CP 80.

Aerotek produced Forks’ personnel file. One of the documents produced was a two-page policies and procedures statement Forks signed. CP 70-71. Paragraph 14 of that document stated that Forks agreed he was an EnCon employee for the purposes of any injuries incurred while working there:

I further understand and agree that, for Workers’ Compensation purposes only, *I will be considered an employee of Aerotek’s client*, and that worker’s compensation benefits are my exclusive remedy with respect to any injury I incur while on assignment.

CP 71 (emphasis added). In that same paragraph 14 of the document, Forks agreed that he would abide by Workers’ Compensation statutes, and waived

any common claims against EnCon for on-the-job injuries that were covered by those statutes:

In furtherance of the foregoing and in recognition that any work related injuries which might be sustained by you are covered by state Workers' Compensation statutes, and to avoid the circumvention of such state statutes, which may result from suits against the Clients of Aerotek based on the same injury or injuries and to the extent permitted by law, YOU HEREBY WAIVE AND FOREVER RELEASE ANY RIGHTS YOU MAY HAVE to make claims or bring suit against the Client of Aerotek for damages based upon injuries which are covered under such Workers' Compensation statutes.

CP 71 (emphasis in original).

After Forks was injured while working at the EnCon facility, he filed a workers' compensation claim with Aerotek, according to the terms of the agreement he signed. CP 82. He received benefits. *Id.*

Forks filed a complaint against EnCon for common law negligence in Pierce County Superior Court. CP 4. The case was assigned to the Honorable Bryan Chushcoff. CP 324. EnCon moved for summary judgment, and on April 1, 2016, Judge Chushcoff dismissed Forks' complaint. *Id.*

Forks timely appealed. CP 319-320.

C. SUMMARY OF ARGUMENT

Forks' claims were properly dismissed on summary judgment. Forks was a borrowed servant who expressly consented in writing to his

employment with EnCon, specifically for the purposes of workers' compensation statutes. Unlike more factually nuanced borrowed servant cases, this case is a matter of simple application of clear and unambiguous contract language.

Forks also cannot create a fact issue for trial regarding whether he expressly waived the claims he is now pursuing. His opinion, or the opinion of the loaning employer, regarding the meaning of a clear and unambiguous waiver is irrelevant. His attempt to rewrite the contract with opinion testimony that contradicts the plain language of the document is unavailing.

This Court should affirm.

D. ARGUMENT

(1) Standard of Review

Forks' claims were dismissed on summary judgment. This Court reviews an order granting summary judgment *de novo*. *Shellenbarger v. Longview Fibre Co.*, 125 Wn. App. 41, 46, 103 P.3d 807 (2004). Summary judgment is appropriate when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Id.* This Court views the evidence in the light most favorable to the non-moving party. Summary judgment may be granted only where there is but one conclusion that could be reached by a reasonable person. *Lamon v. McDonnell Douglas Corp.*, 91 Wn.2d 345, 349, 588 P.2d 1346 (1979).

Whether or not the Industrial Insurance Act (the “Act”) bars a claim is a question of statutory interpretation for the court, also reviewed *de novo*. *Id.* (trial court properly dismissed claim against employer for injuries caused by exposure to asbestos); *Judy v. Hanford Environmental Health Foundation*, 106 Wn. App. 26, 22 P.3d 810 (2001) (trial court properly dismissed claim against employer based upon statute).

(2) Workers’ Compensation Laws, Immunity, and Civil Actions

Under the Act, workers’ compensation benefits are the exclusive remedy against an employer for a worker injured in the course of employment. *Clark v. Pacificorp*, 118 Wn.2d 167, 174, 822 P.2d 162 (1991). The goal of the Act is to provide sure and certain relief to injured workers, in exchange for which the employee waives the right to pursue tort damages against the employer. *Tallerday v. Delong*, 68 Wn. App. 351, 356, 842 P.2d 1023 (1993).

An employer is generally immune from suits filed by most employees, and the workers’ compensation system provides the exclusive remedy in such cases. *Walston v. Boeing Co.*, 181 Wn.2d 391, 334 P.3d 519 (2014); *French v. Uribe, Inc.*, 132 Wn. App. 1, 130 P.3d 370 (2006). Common law claims seeking compensation from an employer for injury to an employee are barred unless a statute specifically affords the right to sue. *Garibay v. State*, 130 Wn. App. 1042, 2005 WL 3292817 (2005), *published*

with modifications at 131 Wn. App. 454, 128 P.3d 617 (2005), as amended, (Feb. 14, 2006).

However, this immunity only extends to co-workers and employers, not to third parties who negligently injure persons who happen to be working in the course of their employment at the time they are injured. This principle is codified in RCW ch. 51.24, referred to as the “third party chapter” of the Act. *See Frost v. Dep’t of Labor & Indus. of State of Wash.*, 90 Wn. App. 627, 631, 954 P.2d 1340 (1998). It allows a worker to receive workers’ compensation benefits, and still pursue a civil action against a negligent “third party not in the worker’s same employ.” RCW 51.24.030. If the recovery exceeds the benefits it has paid, the Department is entitled to reimbursement. RCW 51.24.040, .060.

Allowing recovery against third parties benefits not only the worker, but also the employer who was subject to the industrial insurance claim. The employer receives a credit reflecting the recovery against its assessment for industrial insurance premiums. WAC 296-17-870(4). Thus, the third party statute makes it possible for the worker to recover full compensation from a third party and permits the worker to receive the certain compensation and benefits of industrial insurance. *Maxey v. Dep’t of Labor & Indus.*, 114 Wn.2d 542, 549, 789 P.2d 75 (1990).

However, allowing employees to circumvent the workers' compensation laws and sue their employers and co-workers for negligence contravenes both the letter and the purpose of the Act. *Seattle-First Nat'l Bank v. Shoreline Concrete Co.*, 91 Wn.2d 230, 588 P.2d 1308 (1978), *superseded by statute on other grounds*, *Kottler v. State*, 136 Wn.2d 437, 442, 963 P.2d 834, 838 (1998). In *Shoreline Concrete*, our Supreme Court considered the effect of the Act on a contribution claim against an employer. In that case, a construction worker had been electrocuted when the boom of the truck upon which he was working came into contact with a power line. *Shoreline Concrete*, 91 Wn.2d at 232. The personal representative of the worker's estate sued the owner of the truck and the manufacturer of the boom. *Id.* at 232-33. Those defendants brought a third party action for indemnity or contribution against the deceased worker's employer. *Id.* The employer unsuccessfully moved for dismissal of the third party complaint. The trial court ordered, however, that the plaintiff could recover from each defendant only in proportion to that defendant's fault, and that any judgment against the employer would be satisfied by proof of the employer's payment of its industrial insurance premiums. *Id.*

The Supreme Court reversed the trial court's decision to allow the third party tortfeasor to implead the employer as a joint tortfeasor. *Id.* at 243. The Court noted that RCW 51.04.010 abolished judicial jurisdiction

over civil actions for personal injuries between employers and employees. The Court held that allowing a third party to seek damages from the employer – when the employee would have been barred from doing so – would have been a back-door violation of the Act.

In effect, the Act “immunizes”, from judicial jurisdiction, all tort actions which are premised upon the “fault” of the employer vis-a-vis the employee. The determination to abolish judicial jurisdiction over such “immunized” conduct was a legislative policy decision. The wisdom of that decision is not a proper subject of our review.

Id. at 242. In short, an employer may not directly or indirectly be held to account for common law claims from which that employer is immune under the Act.

(3) Workers’ Compensation Immunity Applies to EnCon; Forks Was an Employee of EnCon Because He Expressly Consented to an Employment Relationship

Forks argues that he is entitled to a trial on his civil claim against EnCon under RCW 51.24.030, the statute preserving civil actions against third parties. Br. of Appellant at 8-19. He argues that his own testimony stating that he did not consent to be an employee of EnCon creates a genuine issue of material fact for trial on the subject. *Id.* at 14. In fact, he argues his testimony is “determinative.” *Id.*

The law recognizes that an employee can have a general employer, such as a staffing agency, that then “loans” the employee to another

employer. *Brown v. Labor Ready Nw., Inc.*, 113 Wn. App. 643, 647, 54 P.3d 166, 169 (2002), *review denied*, 149 Wn.2d 1011, 69 P.3d 875 (2003); *Novenson v. Spokane Culvert & Fabricating Co.*, 91 Wn.2d 550, 552, 588 P.2d 1174, 1175 (1979); *Lunday v. Dep't of Labor & Indus.*, 200 Wash. 620, 624, 94 P.2d 744 (1939). In this situation, the employee is referred to as the “borrowed servant,” and the legal test for whether one or both employers may be subject to workers’ compensation immunity is known as the “borrowed servant doctrine.” *Id.*

Under the borrowed servant doctrine, an employment relationship exists with the “borrowing” employer when: (1) the employer has the right to control the servant’s physical conduct in the performance of his duties, and (2) there is consent by the employee to this relationship. *Marsland v. Bullitt Co.*, 71 Wn.2d 343, 345, 428 P.2d 586 (1967); *Fisher v. City of Seattle*, 62 Wn.2d 800, 804, 384 P.2d 852 (1963).

Whether a situation satisfies both prongs of the test is usually a question of fact, *Rideau v. Cort Furniture Rental*, 110 Wn. App. 301, 302, 39 P.3d 1006 (2002), but where the reasonable minds could reach but one conclusion, the issue can be determined as a matter of law. *Lamon*, 91 Wn.2d at 349.

Here, Forks concedes that EnCon controlled his work activities, thus the first element of the test for immunity is satisfied. Br. of Appellant at 3.

Thus, the only issue here is whether the trial court properly determined as a matter of law that Forks consented to the employment relationship with EnCon. Br. of Appellant at 8-19.

“Since the rights to be adjusted are reciprocal rights between employer and employee, *it is not only logical but mandatory to resort to the agreement between them to discover their relationship.*” *Fisher*, 62 Wn.2d at 804–05 (emphasis added, quoting 1 Arthur Larson, *Workmen’s Compensation Law* § 47.10 (1951)). An agreement may be express or implicit, written or verbal. *See, e.g., Kintz v. Read*, 28 Wn. App. 731, 734, 626 P.2d 52, 55 (1981) (partnership agreement can be “evidenced by an express agreement between the parties or implied from the surrounding circumstances...”).

It is not uncommon in the borrowed servant context for there to be no writing memorializing the worker’s consent to the employment relationship with the borrowing employer. *See, e.g., Novenson*, 91 Wn.2d at 555 (“The contractual agreement entered by [the borrowing employee and the borrowing employer] mentions no contract between Novenson and Spokane Culvert”). In such cases, the worker’s testimony as to subjective belief is considered along with other circumstantial evidence, and a jury usually must decide whether the worker truly consented. *Id.* In such cases, an employee’s subjective belief is material to the question of consent, but

the “worker’s bare assertion of belief that he or she worked for this or that employer does not establish an employment relationship.” *Rideau*, 110 Wn. App. at 307; *Jackson v. Harvey*, 72 Wn. App. 507, 519, 864 P.2d 975 (1994). The court must determine whether the claimant’s belief is objectively reasonable. *Jackson*, 72 Wn. App. at 519.

Here, unlike in the cases upon which Forks relies involving mutual consent to an employment relationship, the agreement is express and in writing. CP 71. Forks expressly consented in writing to an employment relationship with clients of Aerotek, including EnCon. The agreement is clear and unambiguous:

I further understand and agree that, for Workers’ Compensation purposes only, *I will be considered an employee of Aerotek’s client*, and that workers’ compensation benefits are by exclusive remedy with respect to any injury I incur while on assignment.

CP 71. Forks not only thus expressly agreed to the employment relationship with EnCon, he did so with full understanding that the *purpose* of his consent was to “avoid the circumvention of such state [workers’ compensation] statutes.” *Id.*

Forks argues that he did not believe this agreement constituted consent to an employment relationship with EnCon, and that a jury must decide whether to believe the contract or his subjective belief. Br. of Appellant at 18. In other words, Forks asks this Court to rule that his

extrinsic evidence can contravene the express, unambiguous meaning of the contract he signed.

Thus, if this Court is to reverse the trial court's ruling, it must hold that a worker who expressly consented in writing to an employment relationship with the borrowing employer may testify that he subjectively believes that the unambiguous written agreement means something else, and thereby create a fact issue for trial.

Courts faced with questions of contract interpretation must discern the intent of the contracting parties, and may consider evidence extrinsic to the contract itself for that purpose, even when the contract terms are not themselves ambiguous. *Berg v. Hudesman*, 115 Wn.2d 657, 667–68, 801 P.2d 222 (1990). Such evidence may include the subject matter of the contract, the circumstances under which the agreement was made, the parties' conduct thereafter, and the reasonableness of the interpretations urged by each. *Id.*

Extrinsic evidence may not be used to contradict or alter the terms of a written agreement. *Turner v. Wexler*, 14 Wn. App. 143, 148, 538 P.2d 877 (1975). However, extrinsic evidence may not be used to “vary, contradict, or modify” the written terms, to show an intention independent of the contract, or to show a party's unilateral or subjective intent as to the meaning of contract words or terms. *Hollis v. Garwall, Inc.*, 137 Wn.2d

683, 695, 974 P.2d 836 (1999). Thus, extrinsic evidence is relevant only to establish the parties' mutual intent in arriving at their agreement, and may be used only to illuminate the words used in the contract, not to vary them. *Id.*

Forks relies on *Novenson* for the proposition that he is entitled to a trial based on his testimony that he did not consent to an employment relationship. Br. of Appellant at 14-17. However, Forks ignores the critical distinguishing fact of his case. The *Novenson* court noted that "The contractual agreement entered by Kelly and Spokane Culvert mentions no contract between Novenson and Spokane Culvert." *Novenson*, 91 Wn.2d at 555.

Here, unlike in *Novenson*, there is a contractual agreement in which Forks expressly consented to an employment relationship with EnCon specifically for the purposes of potential on-the-job injuries and workers' compensation. CP 71. The agreement is crystal clear and no "interpretation" is required.

Fisher, upon which Forks also relies, is equally unavailing. In *Fisher*, there was also no express consent to an employment relationship. *Fisher*, 62 Wn.2d at 802. Also, *Fisher* is not a borrowed servant case. The issue was whether the employee should be imputed with knowledge that his

employer, a local gas station company, was a wholly owned subsidiary of the multinational conglomerate Standard Oil. *Id.*

In fact, the agreement Forks signed complied with the high standard set in *Fisher*, where the Supreme Court sought to ensure the employee understands what he or she is giving up, and the reciprocal workers' compensation rights and responsibilities each is undertaking. *Id.* at 804-05; CP 71.

Forks agreed that he was EnCon's employee for workers' compensation purposes. He does not challenge the validity of the contract, only its meaning. Br. of Appellant at 7, 20. He cannot recover for damages at common law without violating both the letter and purpose of the Act. RCW 51.04.010; *Shoreline Concrete*, 91 Wn.2d at 232. The trial court properly dismissed his claim.

(4) In His Contract with Aerotek, Forks Unambiguously Waived the Common Law Claims Against EnCon Now at Issue; the Trial Court Properly Dismissed Forks' Case

In addition to denying that he expressly consented to be an employee of EnCon, Forks argues that in the same agreement he did not waive all common law claims against EnCon arising from any workplace injuries. Br. of Appellant at 19-23. He states that even though the language of the agreement is clear, the trial court erred in applying the contract to dismiss his claims. *Id.* at 20. He argues that the express waiver of claims against

EnCon that he signed was actually just an agreement that he would file workers' compensation claims with Aerotek. *Id.* He contends that he and Aerotek "agree as to" the meaning he advances, and that in any event he and Aerotek "were not acting in accordance" with the contract. *Id.* at 20-21.

The unambiguous and express waiver Forks now disavows reads as follows:

In furtherance of the foregoing and recognition that any work related injuries which might be sustained by you are covered by state Workers' Compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the Clients of Aerotek based on the same injury or injuries, and to the extent permitted by law, YOU HEREBY WAIVE AND FOREVER RELEASE ANY RIGHT YOU MIGHT HAVE to make claims or bring suit against the client of Aerotek.

CP 71. This paragraph, to which Forks expressly agreed, constitutes a waiver of the very claims Forks is now pursuing.

It is black letter contract law that courts will not interpret the meaning of unambiguous contracts. *Ross v. Harding*, 64 Wn.2d 231, 237, 391 P.2d 526 (1964). Courts do not have the power, under the guise of interpretation, to rewrite contracts which the parties have deliberately made for themselves. *Clements v. Olsen*, 46 Wn.2d 445, 448, 282 P.2d 266 (1955); *Chaffee v. Chaffee*, 19 Wn.2d 607, 625, 145 P.2d 244 (1943).

“It is the duty of the court to declare the meaning of what is written, and not what is intended to be written.” *U.S. Life Credit Life Ins. Co. v. Williams*, 129 Wn.2d 565, 571, 919 P.2d 594 (1996) (quoting *Berg*, 115 Wn.2d at 669). If the language is clear and unambiguous, the court must enforce the contract as written; it may not modify the contract or create ambiguity where none exists. *McDonald v. State Farm Fire & Cas. Co.*, 119 Wn.2d 724, 733, 837 P.2d 1000 (1992). And again, parties to a contract may not disavow its plain meaning by resort to extrinsic evidence. *Turner*, 14 Wn. App. at 148; *Lehrer v. State, Dep’t of Soc. & Health Servs.*, 101 Wn. App. 509, 515, 5 P.3d 722 (2000).

Forks, having admitted the language of the contract is clear, nevertheless attempts to avoid its enforcement by claiming that he was not an employee of EnCon, but of Aerotek. Br. of Appellant at 21-22. Forks claims that Aerotek implicitly revoked the contract by treating Forks like an employee and paying workers’ compensation premiums. *Id.*

Forks conflates the first issue he has raised here with the second. Instead of arguing that the waiver provision is invalid or does not apply to his present claims, he reiterates his argument regarding who he believed his employer was, which is irrelevant to whether the contract constitutes an express waiver of his claims against EnCon.

Regardless of who paid his wages or industrial insurance premiums, Forks *expressly waived* any common law claims for damages against EnCon arising from work-related injuries there. CP 71. He does not argue that this waiver was rendered invalid by his perception of his employment status, nor does he claim that he revoked this waiver.

Thus, Forks makes no actual argument regarding the validity of the waiver, and this Court should decline to consider his challenge. *State v. Farmer*, 116 Wn.2d 414, 432, 805 P.2d 200 (1991); *American Legion Post No. 32 v. City of Walla Walla*, 116 Wn.2d 1, 7, 802 P.2d 784 (1991).

Forks also advances a policy argument that EnCon should not be allowed to avoid his common law negligence claims because it would allow EnCon to have the benefit of his labor without being burden[ed] with the requisite responsibilities” of paying workers’ compensation premiums and claims. Br. of Appellant at 22-23.

Although he does not say it explicitly, what Forks argues for here is abrogation of the borrowed servant doctrine in workers’ compensation cases and/or an amendment to RCW 51.24.030. He is arguing that any time an employee works for a borrowing employer, only the employer who pays industrial insurance premiums is entitled to immunity, and the employee may seek redress not only from the workers’ compensation system, but also the co-workers/employers for whom and with whom the work is performed.

As this Court is well aware, it does not have the authority to contravene long-standing Washington Supreme Court precedent, nor to ignore the express policy choices of the Washington Legislature. Forks' policy arguments are unavailing.

E. CONCLUSION

Forks has not demonstrated any grounds for reversing the sound judgment of the trial court. This Court should affirm.

DATED this 14th day of September, 2016.



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EnCon Washington, LLC

DECLARATION OF SERVICE

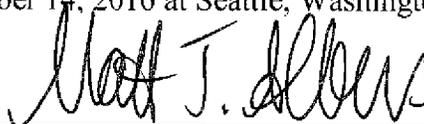
On said day below, I emailed a true and accurate copy of the Brief of Respondent in Court of Appeals, Division II, Case No. 48852-3 to the following counsel of record:

Jesse Froehling, Esq.
Froehling Law Office
122 East Stewart Ave.
Puyallup, WA 98372
jesse@froehlinglaw.com

Gregory G. Wallace
Law Office of William J. O'Brien
800 Fifth Avenue, Suite 3810
Seattle, WA 98104
gregory.wallace@zurichna.com

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

DATED: September 14, 2016 at Seattle, Washington.



Matt J. Albers, Paralegal
Talmadge/Fitzpatrick/Tribe

TALMADGE FITZPATRICK LAW

September 14, 2016 - 3:37 PM

Transmittal Letter

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Case Name:

Court of Appeals Case Number: 48852-3

Is this a Personal Restraint Petition? Yes No

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Statement of Arrangements

Motion: _____

Answer/Reply to Motion: _____

Brief: Respondent's

Statement of Additional Authorities

Cost Bill

Objection to Cost Bill

Affidavit

Letter

Copy of Verbatim Report of Proceedings - No. of Volumes: _____

Hearing Date(s): _____

Personal Restraint Petition (PRP)

Response to Personal Restraint Petition

Reply to Response to Personal Restraint Petition

Petition for Review (PRV)

Other: _____

Comments:

Brief of Respondent

Sender Name: Christine Jones - Email: matt@tal-fitzlaw.com

A copy of this document has been emailed to the following addresses:

gregory.wallace@zurichna.com

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sidney@tal-fitzlaw.com

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matt@tal-fitzlaw.com

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