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AUG 15, 2016
Court of Appeals
Division III
State of Washington

No. 343901

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION III

JEREMY MOBERG,

Appellant,

vs.

TERRAQUA, INC., a Washington Corporation, and **MICHAEL B.
WARD,**

Respondents.

BRIEF OF APPELLANT

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I. INTRODUCTION

Jeremy Moberg worked for Terraqua, Inc. from 1998 to 2011. Mike Ward owns Terraqua and over the years served as either president or vice president.

II. ASSIGNMENT OF ERROR

The trial court erred when it granted Terraqua's motion for summary judgement.

III. ISSUES PERTAINING TO ASSIGNMENT OF ERROR

- 1. WHETHER JEREMY MOBERG'S EMPLOYMENT STATUS AT TERRAQUA IS A QUESTION OF FACT, AND WHETHER THERE ARE ISSUES OF MATERIAL FACT REGARDING MR. MOBERG'S EMPLOYMENT STATUS.**
- 2. ARE THERE ISSUES OF MATERIAL FACT ON WHETHER MIKE WARD AND TERRAQUA WERE UNJUSTLY ENRICHED BASED ON MIKE WARD'S MISLEADING PROMISE OF OWNERSHIP.**

IV. STATEMENT OF THE CASE

Plaintiff Jeremy Moberg filed this lawsuit on September 13, 2011 alleging that defendants Terraqua and Mike Ward deprived him of wages under Washington's Wage Payment Act (or "WPA"), RCW 49.48.010, and the Wage Rebate Act, RCW 49.52.050, failed to pay overtime in

violation of the Minimum Wage Act (or “MWA”), RCW 49.46.130, was unjustly enriched by Mr. Moberg’s work, breached their contractual obligations and for promissory estoppel based on reliance on defendants’ promises of ownership. CP 1059-1065.

Okanogan County Superior Court Judge Christopher Culp granted defendants’ motion for summary judgment on all claims in an Order filed on February 18, 2016. CP 169-172. Mr. Moberg motioned the court for reconsideration. CP 155-168. The Court denied the motion for reconsideration in an order filed on April 11, 2016. CP 1-2. This appeal arises from these proceedings in the trial court.

V. SUMMARY OF ARGUMENT

In his lawsuit, Mr. Moberg alleged that Terraqua misclassified him as an independent contract while controlling him like an employee. As a result of this misclassification, Terraqua violated several of Washington State’s labor laws including withholding Mr. Moberg’s wages and failing to pay him overtime.

The MWA, WRA and WPA require employers to pay overtime and prohibit employers from wrongfully withholding an employee’s wages. See RCW 49.46.130, RCW 49.52.050 & RCW 49.48.010 In order to receive protection under these labor laws, the worker must be an

employee. The MWA broadly defines an employee to include "...any individual employed by an employer...." RCW 49.46.010(3). The MWA defines an employer to include "...any individual, partnership, association, corporation, business trust, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee." RCW 49.46.010(4). The WPA incorporates these definitions for employee and employer. RCW 49.48.082(5) & (6). The WRA prohibits employers from underpaying or withholding wages. RCW 49.52.050.

Acting directly in its interest, Terraqua employed Jeremy Moberg and profited from his employment. However, to avoid paying overtime and taxes, Terraqua misclassified Jeremy Moberg as an independent contractor. In addition, Terraqua withheld Jeremy Moberg's final payment of wages in violation of RCW 49.48.010 of the WPA and RCW 49.52.050 of the WRA. In violating these labor laws, Terraqua willfully and with intent deprived Jeremy Moberg of wages exposing Terraqua to double damages under RCW 49.52.070 and making Mike Ward, as the principal for Terraqua, personally liable for the wage violations. RCW 49.52.070.

These wage claims depend on whether Jeremy Moberg served as an independent contractor or an employee for Terraqua. The trial court

erred in deciding, as a matter of law, that Jeremy Moberg was an independent contractor and dismissing Jeremy Moberg's lawsuit on summary judgment as the issue of employment status is a question of fact under the MWA and the WPA, which incorporates the definition of employee and employer from the MWA. Furthermore, Jeremy Moberg's employment status under WRA is a question of fact under the WRA. It is also a question of fact whether Mr. Ward and Terraqua acted with willfulness in violating the WRA.

Finally, the trial court also erred in dismissing Jeremy Moberg's equitable claims for unjust enrichment and promissory estoppel as both of these claims also turn on a question of fact. Therefore, the labor and equitable claims must be remanded for trial by jury.

As a result of the error, the trial court's ruling must be overturned, and this lawsuit remanded for trial.

VI. ARGUMENT

1. JEREMY MOBERG'S EMPLOYMENT STATUS UNDER THE MINIMUM WAGE ACT IS A QUESTION OF FACT.

The question of whether the trial court or the jury should determine a claimant is an employee under the MWA or an independent contractor was squarely addressed in *Anfinson v. FedEx Ground Package Sys., Inc.*,

159 Wn. App. 35, 72, 244 P.3d 32, 50 (Div. 1, 2010) *aff'd*, 174 Wn.2d 851, 281 P.3d 289 (2012):

The question here is whether the court or the jury should make the determination whether a claimant is an employee under the MWA or an independent contractor. We hold that this is a jury question.

Anfinson sued FedEx claiming he was misclassified as an independent contractor and was owed overtime wages. *Id.* at 42-43. The *Anfinson* court determined “[e]mployment status is a mixed question of fact and law” but “[w]here the facts are disputed, the determination of employment status is properly a question for the trier of fact.” *Id.*

In *Anfinson*, the Court of Appeals based its holding that employment status under the MWA is a question of fact on the Washington Supreme Court ruling in *Graves v. P.J. Taggares Co.*, 94 Wn.2d 298 , 616 P.2d 1223 (1980). The decision in *Graves* does not mince words in determining that a jury should decide the issue of employment status— especially when it comes to summary judgment. In *Graves*, two trucks collided at an intersection. *Id.* at 299. The trial court granted summary judgment against the plaintiff based on the finding that the driver of the other truck was an independent contractor and not an employee of the company for which he drove. *Graves v. P.J. Taggares Co.*, 25 Wn. App. 118, 119, 605 P.2d 348 (Div. I, 1980). The Supreme Court determined the trial court erred by granting summary judgment on

the employment issue and reversed the trial court determining that when the parties dispute employment status, the movant for summary judgment cannot, as a matter of law, meet his initial burden of proof. 94 Wn.2d at 303. What's even more remarkable is that Washington's Supreme Court reached this conclusion even though the non-moving party put nothing in the summary-judgment record on the issue of employment status. The *Graves* court determined that all the facts the movant submitted on summary judgment to support independent-contractor status were enough to show the trial court erred in its ruling because those facts were open to more than one interpretation. *Id.* The precedent in *Graves* makes it abundantly clear that "[t]he question of employment or agency should [be] left to the jury." *Id.*

Certainly, Division I got the message left in *Graves* where the central focus in *Anfinson* was how to instruct the jury on determining whether a worker is an employee or an independent contractor. *Anfinson*, 159 Wn. App. at 38. The Washington State Supreme Court also recognized that the "heart" of *Anfinson* was the issue of employment status when it affirmed Division I's analysis that determining employment status is to be completed by the jury with proper instruction on economic dependency. *Anfinson v. FedEx Ground Package Sys., Inc.*, 174 Wn.2d 851, 866, 281 P.3d 289 (2012).

Unfortunately, Okanogan Superior Court did not follow the precedent set in *Graves* and adopted by *Anfinson* for overtime claims under the MWA. To the contrary, the trial court decided the employment issue as a matter of law based on the contracts between Mr. Moberg and Terraqua. The court concluded:

...there, in my view, are no genuine issues of any material facts related to the terms of those contracts. Thus, they are binding and they are enforceable.

RP 10 (12-17-15 Hearing). By the looks of it, the trial court completely ignored employment status—let alone the issue that employment status is a question of fact—by locking on to a contract theory. This was reversible error.

2. THE PRESENCE OF A CONTRACT IS NOT DISPOSITIVE OF INDEPENDENT CONTRACTOR STATUS.

The myopic and contract-centric view of the trial court should raise a single question in every legally trained mind: wouldn't every independent contractor claiming misclassification be subject to the same analysis because of the existence of a contract?

The FedEx workers in *Anfinson* were under contract. As exposed in the plaintiffs' proposed jury instructions, the FedEx workers in *Anfinson* signed contracts that identified themselves as independent

contractors. *Anfinson v. FedEx Ground Package Sys., Inc.*, 159 Wn. App. 35, 63, 244 P.3d 32 (Div. 1, 2010), *aff'd*, 174 Wn.2d 851, 281 P.3d 289 (2012). Obviously, the existence of a contract identifying the FedEx workers as independent contractors was not dispositive to their employment status, for if it were the *Anfinson* case would not exist. In addition, such a ruling would be inconsistent with the *Anfinson's* determination that the issue of employment status is a question of fact to be left for the jury. *Anfinson*, 159 Wn. App. at, 72 (Div. 1, 2010) *aff'd*, 174 Wn.2d 851, 281 P.3d 289 (2012).

3. THE WAGE PAYMENT ACT USES THE SAME DEFINITION FOR EMPLOYEE AS THE MWA.

Under Washington's Minimum Wage Act, RCW 49.46 *et seq.*, determining whether a worker was misclassified as an independent contractor rather than an employee is a question of fact to be determined by a jury. Washington's Wage Payment Act uses the same definition of employee as the MWA and must have the same analysis as given in *Anfinson*, *supra*: The WPA reads in pertinent part:

'Employee' has the meaning provided in: (a) RCW 49.46.010 for purposes of a wage payment requirement set forth in RCW 49.46.020 or 49.46.130....

RCW 49.48.82(5).

According to *Graves, supra*, summary judgment should be denied if the facts on employment status are open to more than one interpretation. Every fact upon which the appellees rely to prove Mr. Moberg was an independent contractor is open to more than one interpretation. However, this analysis should be academic because, as described below, Mike Ward declared under the penalty of perjury that he considered Jeremy Moberg an employee of Terraqua. CP 148-49.

4. AN ANALYSIS OF THE FACTS SHOWS ISSUES OF MATERIAL FACT WERE PRESENT ON SUMMARY JUDGMENT REGARDING EMPLOYMENT STATUS.

There shouldn't be any dispute over Jeremy Moberg's employment status because according to a sworn declaration, Mike Ward agrees that Jeremy Moberg was an employee at Terraqua. CP 147-149. Mr. Ward wrote the declaration on February 1, 2009 under the penalty of perjury and filed it in a case pending in Okanogan County Superior Court¹. CP 147. In the declaration, Mr. Ward identifies himself as the owner of Terraqua, Inc., which is a consulting firm that specializes in applied scientific research and natural resource management. CP 148. Mike Ward founded Terraqua in 1995. *Id.* Mike Ward wrote that Jeremy Moberg was the first staff Terraqua hired. CP 149. Mr. Moberg worked for Terraqua,

Inc. from 1998 to 2011. CP 421. Mike Ward swore under oath that he steadily promoted Mr. Moberg during those twelve years of service at Terraqua. CP 148. Mike Ward then lists the job duties Mr. Moberg performed at Terraqua:

- Logistical operations for all of Terraqua's field operations including job planning, task completion, data collection, crew safety, and equipment purchasing as well as maintenance,
- Training and managing the field crew,
- Representing Terraqua and Terraqua's clients at technical meetings with scientists and policy makers from government and tribal agencies, private companies and non-profit organizations; and
- Representing Terraqua and its clients to landowners where Terraqua conducted research,
- Authoring several technical documents for Terraqua.

CP 148. Appellees claim Jeremy Moberg is an independent contractor, but a jury can certainly interpret Mike Ward's sworn testimony in this declaration as evidence that Jeremy Moberg was an employee.

In addition to the sworn declaration, there is plenty more evidence that Jeremy Moberg was an employee at Terraqua. However, the appellant does not believe it appropriate to delve into an exhaustive review of the factual record as the law in *Anfinson* makes clear that employment

¹ Cause No. 09-500003-7, Okanogan County Superior Court.

status is a question of fact when those facts are in dispute, and it is enough that each fact is open to more than one interpretation. In addition, it is presumed that the entire response from appellee will be an argument over how this Court should interpret those facts. Appellee's approach, on its own, shows that there are issues of material facts in dispute. The bottom line: Jeremy Moberg's employment status is a question of material fact that a jury must decide.

5. THERE ARE ISSUES OF MATERIAL FACT OVER WHETHER TERRAQUA AND MIKE WARD VIOLATED THE WRA.

The WRA was enacted in 1939 to “prevent abuses by employers in a labor-management setting, e.g., coercing rebates from employees in order to circumvent collective bargaining agreements.” *Ellerman v. Centerpoint Prepress, Inc.*, 143 Wn.2d 514, 519–20, 22 P.3d 795 (2001). “[T]he fundamental purpose of the [WRA] is to protect the *wages* of an employee against any diminution or deduction therefrom by rebating, underpayment, or false showing of overpayment of any part of such wages.’ ” *Schilling v. Radio Holdings, Inc.*, 136 Wn.2d 152, 159, 961 P.2d 371 (1998) (quoting *State v. Carter*, 18 Wn.2d 590, 621, 140 P.2d 298, 142 P.2d 403 (1943)). “The [WRA] is thus primarily a protective measure, rather than a strictly corrupt practices statute.” *Carter*, 18 Wn.2d at 621,

142 P.2d 403. Accordingly, “[t]he statute must be liberally construed to advance the Legislature's intent to protect employee wages and assure payment.” *Schilling*, 136 Wn.2d at 159, 961 P.2d 371. This statute is construed liberally “ ‘to see that the employee shall realize the full amount of the wages which by statute, ordinance, or contract he is entitled to receive from his employer, and which the employer is obligated to pay, and, further, to see that the employee is not deprived of such right, nor the employer permitted to evade his obligation, by a withholding of a part of the wages.’ ” *Ellerman v. Centerpoint Prepress, Inc.*, 143 Wn.2d 514, 520, 22 P.3d 795 (2001) (internal quotation marks omitted) (quoting *Schilling v. Radio Holdings, Inc.*, 136 Wn.2d 152, 159, 961 P.2d 371 (1998)).

The Washington Supreme Court determined that the WRA provides a remedy for wages untimely paid including overtime. *Champagne v. Thurston Cty.*, 163 Wn.2d 69, 84 & FN 13, 178 P.3d 936, 944 (2008).; *Dep't of Labor & Indus. v. Overnite Transp. Co.*, 67 Wn. App. 24, 35, 834 P.2d 638, 643 (Div. 3, 1992).

a. Employment Status Under the WRA is a Question of Fact

In 1983, the Washington Courts of Appeals for Division I used the right-to-control test for determining employment status under the WRA, which differs from the test under *Anfinson. Ebling v. Gove's Cove, Inc.*,

34 Wn. App. 495, 498, 663 P.2d 132 (Div. 1, 1983). The *Anfinson* appellate decision recognized this and distinguished the WRA from the MWA. *Anfinson v. FedEx Ground Package System, Inc.*, 159 Wn. App. 35, 55-56, 244 P.3d 32 (Div. 1, 2010). While there appears to be a debate on the horizon on what test the WRA should use to determine employment status, the actual determination is still a question of fact when the facts surrounding employment are in dispute. *Ebling* adopted the right-to-control test from *Hollingbery v. Dunn*, 68 Wn.2d 75, 79-80, 411 P.2d 431 (1966). *Ebling*, 34 Wn. App. at 498. It is clear in *Hollingbery* that the right-to-control test in determining employment status is a question of fact:

Whether in a given situation, one is an employee or an independent contractor depends to a large degree upon the facts and circumstances of the transaction and the context in which they must be considered. If the facts are undisputed and but a single conclusion may be drawn therefrom, it becomes a question of law as to whether one is an employee or an independent contractor. Conversely, where the facts as to the agreement between the parties to the transaction are in dispute or are susceptible of more than one interpretation or conclusion, then the relationship of the parties generally becomes a question to be determined by the trier of the facts.

Hollingbery v. Dunn, 68 Wn.2d 75, 80, 411 P.2d 431, 435 (1966) (citing Restatement (Second), Agency § 220, comment c (1958); 57 C.J.S. Master and Servant § 530 (1948); 27 Am.Jur. Independent Contractors § 60 (1941)). *Hollingbery* applies essentially the same analysis as *Anfinson*,

supra, when it comes to whether the jury should decide employment status. Again, the parties dispute the facts concerning Mr. Moberg's employment status at Terraqua, and these facts are open to more than one interpretation.

b. *Whether Mike Ward and Terraqua Willfully Withheld Wages is a Question of Fact.*

Furthermore, RCW 49.52.070 provides double damages for the willful withholding of wages. *McAnulty v. Snohomish Sch. Dist.* 201, 9 Wn.App. 834, 515 P.2d 523 (1973). “The critical determination in a case under RCW 49.52.070 for double damages is whether the employer's failure to pay wages was ‘willful.’ ” *Schilling v. Radio Holdings, Inc.*, 136 Wn.2d 152, 159, 961 P.2d 371, 375 (1998). “The question of whether the employer willfully withheld money owed [] is a question of fact....” *Lillig v. Becton-Dickinson*, 105 Wn.2d 653, 660, 717 P.2d 1371, 1375 (1986); *Pope v. Univ. of Wash.*, 121 Wn.2d 479, 490, 852 P.2d 1055, 871 P.2d 590 (1993) (“Determining willfulness is a question of fact reviewed under the substantial evidence standard.”); *Wash. State Nurses Ass'n v. Sacred Heart Med. Ctr.*, 175 Wn.2d 822, 833–34, 287 P.3d 516 (2012) (alteration in original) (internal quotations removed) (“The question of whether the employer willfully withheld money owed ... is a question of fact; our review is limited to whether there was substantial evidence to

uphold the court's decision.”) The only time it is appropriate for the trial court to determine willfulness under RCW the WRA is when there is no dispute in the facts. *Schilling*, 136 Wn.2d at 160.

“Willful means merely that the person knows what he is doing, intends to do what he is doing, and is a free agent.” *Id.* at 160 (internal citations and quotations omitted). “Under RCW 49.52.050(2), a non-payment of wages is willful when it is not a matter of mere carelessness, but the result of knowing and intentional action.” *Ebling v. Gove's Cove, Inc.*, 34 Wn. App. 495, 500, 663 P.2d 132 (Div. 1, 1983). The nonpayment of wages is willful “when it is the result of a knowing and intentional action[.]” *Lillig v. Becton-Dickinson*, 105 Wn.2d 653, 659, 717 P.2d 1371 (1986).

Under *Champagne, supra*, the failure to pay wages in violation of WAC 296-128-035 is a violation of the WRA. 163 Wn.2d at 84. Jeremy Moberg argues Mike Ward and Terraqua violated this WAC in two ways. First, Mike Ward and Terraqua willfully misclassified him as an independent contractor so they did not have to pay overtime wages.

Second, Mike Ward and Terraqua willfully failed to pay regular wages timely as required under the WAC and in the contract with Jeremy Moberg. Mike Ward and Terraqua were contractually obligated to pay Mr. Moberg within seven days of receiving payment from the government

contractor. CP 306. Mike Ward identified that the government contractor paid Terraqua. CP 453. Jeremy Moberg submitted the necessary time sheets, and Mike Ward wrote out a check to pay Jeremy Moberg's wages on July 14, 2011. CP 272-79. However, Mike Ward withheld the wages until March 13, 2012, and did not pay until after Jeremy Moberg sued² for violating RCW 49.52.070. CP 422-423; CP 423 & 430-33.

Certainly, the willfulness of Mike Ward's failure to pay wages owed is in dispute and must be submitted to the jury. Therefore, the Trial court's dismissal of Jeremy Moberg's WRA claims was reversible error.

6. THERE ARE ISSUES OF MATERIAL FACT REGARDING THE EQUITABLE CLAIMS.

a. *Unjust Enrichment*

Jeremy Moberg claims that Mike Ward promised ownership in Terraqua in exchange for Jeremy Moberg's dedication, long hours and hard work. CP 1063. Mike Ward's motivation worked and Jeremy Moberg's efforts expanded field work increasing Terraqua's revenues. This growth is evidence in Terraqua's contracts with the government. The first contract (No. 14880, CP 320) Terraqua earned back in July 2003 was for only \$42,141 while the last contract of Jeremy Moberg's tenure in 2011 (No. 53532, CP 356) was for over \$1,000,000.

² Jeremy Moberg filed his lawsuit on September 13, 2011.

“Unjust enrichment is the method of recovery for the value of the benefit retained absent any contractual relationship because notions of fairness and justice require it.” *Young v. Young*, 164 Wn.2d 477, 484, 191 P.3d 1258 (2008) (internal citations removed). Unjust enrichment is founded on notions of justice. *Young*, 164 Wn.2d. at 486. There are multiple questions of fact in determining whether a defendant was benefited or unjustly enriched. *See Bort v. Parker*, 110 Wn. App. 561, 580, 42 P.3d 980, 991 (Div. 3, 2002) (the appellate court denied defendant’s summary judgment due to questions of fact in the light most favorable to plaintiff.)

Washington law allows oral promises of partnership. *Duckworth v. Langland*, 95 Wn. App. 1, 3-4, 988 P.2d 967, 968 (Div. 1, 1998) (holding alleged oral partnership offer was not barred by the statute of frauds). The *Duckworth* appellate court also determined “[i]f a dispute exists with respect to the terms of the oral contract, then summary judgment is not appropriate. Instead, the trier of fact in a trial setting should make the final determination with respect to the existence of the contractual agreement.” *Duckworth*, 95 Wn. App. At 6-7 (internal quotations and citations removed). The court reasoned this was because “[o]ral contracts are often, by their very nature, dependent upon an understanding of the surrounding circumstances, the intent of the parties,

and the credibility of witnesses.” *Id.* (internal quotations and citations removed).

In assessing whether a question of material fact was present, the *Duckworth* court looked no further than the plaintiff’s affidavit declaring an oral agreement between the parties. *Id.* at 7. Jeremy Moberg offered the same evidence in the trial court against summary judgment; he filed an affidavit claiming an oral agreement for partnership in defense of summary judgment. CP 423-424. In the light most favorable to Mr. Moberg, there is a dispute between the parties of the existence of an oral contract—an offer of ownership—and the trier of fact should make the final decision as mandated in *Duckworth*. It is up to the jury to decide if this promise meets the elements for unjust enrichment.

b. Promissory Estoppel

Jeremy Moberg also alleged a claim for promissory estoppel in his complaint. CP 1063. Mr. Moberg’s claim was based on the same oral promise from Mike Ward to make Mr. Moberg a partner in Terraqua. *Id.* On summary judgment, Appellees argue that Mike Ward’s promise of ownership in Terraqua was just a statement of future intent. Again, appellant argues it was an oral promise; this factual dispute must be sorted out by the jury according to *Duckworth, supra*.

Fact questions concerning promissory estoppel must be determined by the fact finder. *Gorge Lumber Co. v. Brazier Lumber Co.*, 6 Wn. App. 327, 337, 493 P.2d 782, 789 (Div. 2, 1972) The *Gorge Lumber* court determined that a single telephone call between the parties was enough to show a question of fact regarding promissory estoppel. *Id.* The plaintiff in *Gorge Lumber* claimed the defendant induced future sales even though the defendant sent the plaintiff a letter clearly stating no intention to enter into future contracts. *Id.* The telephone call in *Gorge Lumber* is no different than the oral promises Mike Ward made to Plaintiff Moberg, which must be resolved by the jury.

VII. CONCLUSION

Appellant's status as an employee is a question of fact under the Washington's labor laws, and the trial court erred in determining, as a matter of law, that appellant was an independent contractor. In addition, appellant's equitable claims turn on factual issues meant for a jury. The trial court's ruling, therefore, must be overturned and this matter remanded for trial.

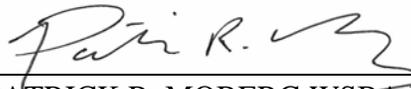
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RESPECTFULLY SUBMITTED August 15, 2016.

JERRY MOBERG & ASSOCIATES, PS

A handwritten signature in black ink, appearing to read "Patrick R. Moberg", written over a horizontal line.

PATRICK R. MOBERG WSBA No. 41323
Attorney for TERRAQUA

CERTIFICATE OF SERVICE

I hereby certify that on this date I filed the document to which is affixed as follows:

Montgomery Law Firm Chris A. Montgomery PO Box 269 Colville, WA 99114 mlf@cmlf.org alison@cmlf.org	<input checked="" type="checkbox"/>	U.S. MAIL
	<input type="checkbox"/>	PROCESS LEGAL SERVER
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	<input type="checkbox"/>	HAND DELIVERED
	<input type="checkbox"/>	FED-EX OVERNIGHT DELIVERY
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	<input checked="" type="checkbox"/>	ELECTRONIC FILING

DATED this 15th day of August, 2016 at Ephrata, WA.



Dawn Severin, PARALEGAL