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No. 88080-8

IN THE SUPREME COURT  
OF THE STATE OF WASHINGTON

W.G. CLARK CONSTRUCTION CO.,  
a Washington corporation,

Respondent,

vs.

CARPENTERS HEALTH & SECURITY TRUST OF WESTERN  
WASHINGTON; CARPENTERS RETIREMENT TRUST;  
CARPENTERS-EMPLOYERS VACATION TRUST; CARPENTERS-  
EMPLOYERS APPRENTICESHIP & TRAINING TRUST, Appellants,

and

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS,  
a Local Union, Appellant; PARAMOUNT SCAFFOLD, INC.,  
a Washington corporation, Respondent.

**RESPONDENT W.G. CLARK CONSTRUCTION CO.'S ANSWER  
TO THIRD-PARTY TRUSTS' AMICUS BRIEFS**

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**TABLE OF CONTENTS**

I. INTRODUCTION.....4

II. ARGUMENT .....5

    A. RCW 39.08 and 60.28 are not merely ancillary or laws of general application.....5

        1. Preemption based on the “alternate enforcement mechanism” argument is not limited to employees compelling benefits from an ERISA plan. .....5

        2. RCW 39.08 and 60.28 are not laws of general application and are not similar or even comparable to other state collection statutes......8

    B. *Trig* and Washington law does not affect the ability of laborers, employees, and even ERISA participants from collecting what is owed to them..... 16

III. CONCLUSION .....20

**TABLE OF AUTHORITIES**

**Cases**

*Aetna Health Inc. v. Davila*, 542 U.S. 200, 209 (2004) ..... 10, 16, 20  
*Health Cost Controls v. Isbell*, C.A.6 (Ky.) 1997, 139 F.3d 1070, 1072..... 10  
*Ingersoll-Rand Co. v. McClendon*, 498 U.S. 133, 111 S. Ct. 478, 485, 112 L. Ed. 474 (1990).....6, 9  
*Int'l Bhd. of Elec. Workers, Local Union No. 46 v. Trig Elec. Const. Co.*, 142 Wn.2d 431, 437-38, 13 P.3d 622, 625 (2000).....7  
*Iron Workers Mid-South Pension Fund v. Terotechnology Corp.*, 891 F.2d 548, 551 (5<sup>th</sup> Cir. 1990).....8  
*Livolsi v. Ram Construction Co.*, 728 F.2d 600, 603 (3d Cir. 1984) .....7  
*N.Y. State Conference of Blue Cross & Blue Shield Plans v. Travelers Ins. Co.*, 514 U.S. 645, 115 S. Ct. 1671, 1678, 131 L. Ed. 2d 695 (1995) .....6, 19  
*Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, 83 S. Ct. 232, 9 L. Ed. 2d 190 (1962).....14  
*Silvernail v. Ameritech Pension Plan*, 439 F.3d 355, 358 C.A.7 (Ill.)(2006) .....9  
*United States for Benefit and on Behalf of Sherman v. Carter*, 353 U.S. 210, 220, 77 S. Ct. 793 (1957).....19

**Statutes**

29 U.S.C. § 1132(a)(3)(B)(ii) (1994).....7  
29 U.S.C. §1109 ..... 17, 18  
29 U.S.C.A. § 1001(b) .....9  
ERISA § 502(a) or 29 U.S.C. § 1132.....7, 17  
RCW 60.28.040..... 17, 20

**Rules**

Federal Rule of Civil Procedure 69(a) .....12

**Treatises**

4A Bruner & O'Connor Construction Law § 12:9 .....14  
4A Bruner & O'Connor Construction Law § 12:99 .....15

## I. INTRODUCTION

Most of the arguments presented in the three amicus briefs filed by the Employee Painters' Trusts ("Painters Trusts"), Operating Engineers Trust Funds ("Operating Engineers"), and the Benefits Trusts (collectively, the "Amicus Trusts") are repetition of matters contained in the Appellant Trusts' briefs. However, two major themes appear to drive the Amicus Trusts' briefs which merit a response.

First, the Amicus Trusts argue that RCW 39.08 and 60.28 are merely ancillary to ERISA or are laws of general application that do not "relate to" ERISA or provide an alternative enforcement mechanism. Painters Trusts go as far as to argue that ERISA preemption of the alternate enforcement mechanism only applies to employees seeking to obtain ERISA plan benefits and not to fiduciary trusts. Yet, the Supreme Court in *Travelers*, the very case all trusts in this matter rely upon, has not placed any such restriction on ERISA preemption. In support of the argument that the public works lien statutes are merely ancillary, the Operating Engineers provide examples of other Washington collection statutes that trusts use frequently and are not considered alternative enforcement mechanisms. This argument is misplaced because trust funds attempt to use RCW 39.08 and 60.28 as a means of obtaining judgments (against a non-liable party), not as a means of collecting payment for judgments that have been already obtained.

Second, the Amicus Trusts argue that *Trig* is harmful to the participants (i.e. employees, laborers) of ERISA plans. The Benefits Trust

and Painters Trusts argue that *Trig* affects the public by limiting the ability of laborers to recover what is owed to them. The Operating Engineers even argue that *Trig* turns ERISA plan participants into “second class citizens.” These arguments are again misplaced, as *Trig* and Washington law have no effect on the ability of laborers, employees, and even ERISA participants to collect what is owed to them. Rather, *Trig* only prevents the injustice of forcing a non-liable general contractor from having to pay twice for an agreement of which it was never a part and the financial faults of a subcontractor and accounting faults of a trust fund.

## II. ARGUMENT

### A. **RCW 39.08 and 60.28 are not merely ancillary or laws of general application.**

#### 1. **Preemption based on the “alternate enforcement mechanism” argument is not limited to employees compelling benefits from an ERISA plan.**

Painters Trusts cite to numerous U.S. Circuit Court of Appeals cases in their brief to support their argument that ERISA preemption of a state law providing an “alternative enforcement mechanism” only applies to employees seeking to obtain or compel benefits from an ERISA plan. (Painters Trusts Brief, pgs. 5-7 citing *Arizona Carpenters Pension Trust*, 125 F.3d at 723; *Thurman v. Pfizer, Inc.*, 484 F.3d 855, 861 (6<sup>th</sup> Cir. 2007); *Georsa v. Savasta & Co., Inc.*, 329 F.3d 317, 324 (2d Cir. 2003); *Leblanc v. Cahill*, 153 F.3D, 134, 1147 (4<sup>th</sup> Cir. 1998); *Coyne v. Delaney*, 98 F.3d 1457, 1471 (4<sup>th</sup> Cir. 1996); *Airparts Co., Inc. v. Custom Benefits Services of Austin, Inc.*, 28 F.3d 1062, 1065 (10<sup>th</sup> Cir. 1994); *Carpenters*

*Local Union No. 26 v. U.S. Fidelity & Gaur. Co.*, 215 F.3d 136, 145 (1<sup>st</sup> Cir. 2000); and *Massachusetts v. Morash*, 490 U.S. 107, 115, 109 S.Ct. 1668, 104 L. Ed. 2d 98 (1989)). However, the very U.S. Supreme Court case upon which all of the trusts (including the Appellant) in this matter rely, *Travelers*, states differently:

Elsewhere, we have held that state laws providing alternative enforcement mechanisms also relate to ERISA plans, triggering pre-emption.

*N.Y. State Conference of Blue Cross & Blue Shield Plans v. Travelers Ins. Co.*, 514 U.S. 645, 115 S. Ct. 1671, 1678, 131 L. Ed. 2d 695 (1995) citing *Ingersoll-Rand Co. v. McClendon*, 498 U.S. 133, 111 S. Ct. 478, 485, 112 L. Ed. 474 (1990). The Supreme Court in *Travelers* and *Ingersoll-Rand* did not hold that the “alternative enforcement mechanism” argument for preemption applies only to employees seeking payment from ERISA plans. In fact, as unequivocally stated in the quote above, the Supreme Court abstained from applying any such purported limitations. Nor has the Supreme Court held in any of its cases since *Travelers* that the “alternate enforcement mechanism” argument for preemption did not apply to trusts or plan fiduciaries seeking to enforce plans through state statutes.

Further, the two distinctions Painters Trusts make regarding *Ingersoll-Rand* (Painters Trusts Brief, pg. 8) are of no consequence. First, Painters Trusts argue *Ingersoll-Rand* is “pre-*Travelers*.” However, *Travelers* itself specifically cites to *Ingersoll-Rand* as a reference of good

law on this issue. Neither *Travelers* nor *Ingersoll-Rand* have been overturned. Second, Painters Trusts argue that *Ingersoll-Rand* itself involved an *employee* using an alternative state law enforcement mechanism to compel benefits from an ERISA plan. However, the focus in *Ingersoll-Rand* was not on the identity of the plaintiff attempting to use an alternate state law. Instead, the focus was on the fact that the state law enforcement mechanism was an alternative to ERISA's specific enforcement mechanism (ERISA § 502(a) or 29 U.S.C. § 1132). ERISA § 502 provides specific, effective, and exclusive enforcement mechanisms, which, as discussed in further detail next, can be used by employees *and* trust funds (plan fiduciaries).

The civil enforcement mechanisms of ERISA are set forth at ERISA § 502(a) or 29 U.S.C. § 1132, which specifically empower a participant, beneficiary, or *fiduciary of a benefit* plan to bring a civil action to enforce the terms of the plan. 29 U.S.C. § 1132(a)(3)(B)(ii) (1994) (emphasis added); see also *Int'l Bhd. of Elec. Workers, Local Union No. 46 v. Trig Elec. Const. Co.*, 142 Wn.2d 431, 437-38, 13 P.3d 622, 625 (2000) (“In a nonpreempted enforcement action, then, a party would use 29 U.S.C. § 1132(a) to enforce 29 U.S.C. § 1145 against the delinquent employer.”). Under ERISA § 502, a trust fund is a fiduciary of a benefit plan. See *Livolsi v. Ram Construction Co.*, 728 F.2d 600, 603 (3d Cir. 1984)(Where trust funds brought suit to obtain ERISA benefit contributions not paid by the employer, “there can be no doubt that the action was brought under section 502(a)(3) of ERISA...”); see also *Iron*

*Workers Mid-South Pension Fund v. Terotechnology Corp.*, 891 F.2d 548, 551 (5<sup>th</sup> Cir. 1990)(Where employee benefit funds suing contract and property owner to collect for unpaid benefit contributions, “The Funds are fiduciaries under §502(a)(3) and were suing to enforce the terms of the plans.”). Thus, if the “alternative enforcement mechanism” argument applies to employees enforcing the plan under ERISA §502, then the same “alternative enforcement mechanism” argument triggering preemption would apply to trusts seeking to enforce payment under ERISA §502. The trusts cannot have it both ways and have the same ability as employees to wield ERISA’s enumerated enforcement mechanisms, yet be immune to “alternative enforcement mechanism” arguments that trigger preemption for employees.

**2. RCW 39.08 and 60.28 are not laws of general application and are not similar or even comparable to other state collection statutes**

To best respond to the general argument raised by amici trusts (and appellant trust) that RCW 39.08 and 60.28 are laws of “general application” and, thus, do not “relate to” ERISA, it would be appropriate, as noted in the amicus brief of the AGC of Washington, to simply quote the U.S. Supreme Court regarding its view of the very broad language of ERISA’s enforcement scheme:

[T]he detailed provisions of § 502(a) set forth a comprehensive civil enforcement scheme that represents a careful balancing of the need for prompt and fair claims settlement procedures against the public interest in encouraging the

formation of employee benefit plans. The policy choices reflected in the inclusion of certain remedies and the exclusion of others under the federal scheme would be completely undermined if ERISA-plan participants and beneficiaries were free to obtain remedies under state law that Congress rejected in ERISA. “The six carefully integrated civil enforcement provisions found in § 502(a) of the statute as finally enacted . . . provide strong evidence that Congress did not intend to authorize other remedies that it simply forgot to incorporate expressly.”

*Ingersoll-Rand Co.*, 498 U.S. at 144 (quoting *Pilot Life Insurance Co. v. Dedeaux*, 481 U.S. 41, 54, 107 S.Ct. 1549, 1556, 95 L.Ed.2d 39 (1987)). In the above quote, the U.S. Supreme Court reiterates why preemption of alternative enforcement mechanisms even exists. U.S. Congress struck a calculated and “careful balance” of rights and remedies. ERISA is a bill of compromise, which likely involved hundreds of labor unions, trust fund representatives, and contractors across the United States attempting to influence lawmakers before the promulgation of ERISA in 1974. 29 U.S.C.A. § 1001(b) (“It is hereby declared to be the policy of this chapter to protect interstate commerce and the interests of participants in employee benefit plans and their beneficiaries.”). The enactment of the preemption clause instructs courts all across the nation to not alter that “careful balance” in potentially misguided efforts to improve upon this bill of compromise with state statutes. See *Silvernail v. Ameritech Pension Plan*, 439 F.3d 355, 358 C.A.7 (Ill.)(2006) citing *Great-West Life & Annuity Ins. Co. v. Knudson*, 534 U.S. 204, 209, 122 S.Ct. 708, 151 L.Ed.2d 635 (2002) (ERISA is a comprehensive and reticulated statute,

the product of a decade of congressional study, and courts should take care to interpret ERISA strictly according to its plain language); *see also Health Cost Controls v. Isbell*, C.A.6 (Ky.) 1997, 139 F.3d 1070, 1072 (A primary purpose of ERISA is to ensure integrity and primacy of written plans, and, thus, plain language of ERISA plan should be given its literal and natural meaning). Trying to subjectively determine whether state statutes, such as RCW 39.08 and 60.28, are laws of general application without any regard to the intent of Congress for ERISA to be very broad can lead and has led to decisions which are at odds with the careful balance that was reached in ERISA legislation. If the U.S. Legislature wanted upstream contractors (general contractors) to be payors under ERISA's enforcement scheme, it would and could have explicitly stated it. In fact, however, it did the opposite by including an exceptionally broad preemption provision nullifying any state law relating to an ERISA plan. 29 U.S.C. § 1144.

The U.S. Supreme Court held, nearly 10 years after *Travelers*, the following:

[A]ny state-law cause of action that **duplicates, supplements, or supplants** the ERISA civil enforcement remedy conflicts with the clear congressional intent to make the ERISA remedy exclusive and is therefore pre-empted.

*Aetna Health Inc. v. Davila*, 542 U.S. 200, 209 (2004)(emphasis added). Trust funds typically bring an action under RCW 39.08 and 60.28 along with an ERISA action, much like the current appellant attempted in

Western Washington U.S. District Court. The action is brought because the subcontractor-employer did not timely pay dues and benefits owed to the trusts. (See CP 166-169). The sole reason for the action is to recover the payments owed by the subcontractor-employer – no other party owes the trusts money. (*Id.*)

Here, Respondent W.G. Clark paid in-full all amounts due to the subcontractor-employer (Paramount Scaffold, Inc.), which included the trust fund and union dues. Thus, amicus trusts cannot reasonably argue that an action under RCW 39.08 and 60.28 does not either *duplicate* or, at least, *supplement* the ERISA remedy of the act. Indeed, the Amicus Trusts' argument would force contractors, their sureties, and retainage funds to pay twice for the amounts already paid to the subcontractor-employer. This would provide a new mechanism (bond claims) against new parties (entities who contract with an employer) that were not made available under ERISA. In many instances, like the circumstances in this case, the state action is brought by trusts because the employer-subcontractor is defunct and the trusts' belated search for a solvent party leads to the general contractor, its bond, and its retention funds. ERISA itself would provide no real remedy, as the only real defendant (the subcontractor-employer) is insolvent. Thus, in actuality, under these circumstances, RCW 39.08 and 60.28 *supplants* the methods used by trusts to collect ERISA benefits under § 502 and the parties against whom the benefits may be collected.

The Operating Engineers attempt to liken RCW 39.08 and 60.28 to Washington state laws that are used to collect against employers that owe delinquent contributions, i.e. RCW 6.25 (attachment), RCW 6.26 (garnishment), 6.27 (prejudgment garnishment), and RCW 6.32 (proceedings supplemental to execution). (See Operating Engineers Brief, pgs. 10-11). The Operating Engineers also argue Federal Rule of Civil Procedure 69(a) “defers to state law to provide methods for collecting judgment.” (*Id.*). The Operating Engineers conclude because these Washington state collection statutes are not preempted by ERISA neither should Washington’s public lien statutes be preempted. This argument is again misplaced. A crucial distinction to these collection state statutes and RCW 39.08 and 60.28 is that (a) the collection statutes can only be used against a liable party and (b) the liable party only pays once. General contractors, as here, under RCW 39.08 and 60.28 are not liable for their subcontractors’ failure to pay trust funds, yet are forced to pay the alleged amount owed twice. The state collection statutes permit garnishment or attachment against the liable party’s – the employer-subcontractor’s – assets. The statutes do not permit collections through garnishment or attachment against the assets of a party not liable (i.e. here, general contractors) for the judgment. The collection statutes would be comparable to the Washington public works lien statutes, for example, if the state collection statutes permitted a party to not only garnish a liable party’s checks or wages but the profits of the liable party’s innocent employer. Basic jurisprudence on liability would not permit such use of

the collection statutes. Another distinction between the collection statutes and the public works lien statutes is that judgment is predetermined before the collection statutes are utilized. Federal Rule 69(a) clearly states the federal courts defer to state court to provide methods for collecting *judgments*. The trusts attempt to use RCW 39.08 and 60.28 as a means of obtaining judgments (against a non-liable party), not as a means of collecting payment for judgments that have been already obtained.

Operating Engineers also argue collecting payment against a general contractor's bond and retention under Washington's public lien statutes "is no different than Washington law describing what entity and/or person is liable under corporate law" or Washington's Corporations Act, i.e. RCWs 23, 23B, 24, and 25. (See Operating Engineers brief, pgs. 11-12). Operating Engineers further state that under the Corporations Act, "trust fund's ability to recover against a corporation, a related corporation, and/or particular corporate officers, is governed by state law," and "[t]his is no different than a state law determining if a trust fund or employee can recover against a subcontractor, bond company, and/or general contractor on a state public works project." (*Id.*, pg. 12). Patently, the Operating Engineers are making an analogy of inapposite statutes. The actions under the Washington Corporations Act described by the Operating Engineers would involve a corporate employer and piercing the veil of the corporation. Ultimately, those who are in control of the employer corporation could be found liable for the corporation's actions, if those in control were proven to be responsible for the corporation's actions that

created the liability. That is incomparable to the subcontractor and general contractor relationship. The general contractor did not enter into the collective bargaining agreement with the union, nor did the general contractor (in the present matter) become a defunct corporation that did not pay the subcontractor for its work. In other words, the general contractor is not legally accountable for the subcontractor's breach of its agreement with the trusts. The proper application of the Corporations Act is not as a comparison to the public works lien act, but to utilize the Corporations Act itself and pierce the veil of the subcontractor corporation.

Moreover, even under the state collections statutes or the state corporate statutes, the liable parties do not get charged twice for any amounts owed. The liable party pays the amount owed either through their wages, property, or shareholders, but they only pay the total amount owed once. Under RCW 39.08 and 60.28, the trusts are seeking the ability to not only take money from a non-liable general contractor but the ability to take from the general contractor money that has already been paid to the subcontractor, which included money that was owed to the trusts.

There also seems to be a general misconception regarding a general contractor's surety bond on public works projects. Suretyship is a form of credit enhancement and is not "insurance." 4A Bruner & O'Connor Construction Law § 12:9; *see also Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, 83 S. Ct. 232, 9 L. Ed. 2d 190 (1962) ("Suretyship is not insurance"). Sureties have an indemnity right to reimbursement from

the general contractor. 4A Bruner & O'Connor Construction Law § 12:99. In many instances, such as here, if trusts (or any party) were to successfully obtain a claim against a general contractor's surety bond, the bond requires the entire amount of retention (i.e. even amounts owed to other subcontractors and profit earned by W.G. Clark) to be exhausted before the trusts have any claim against the bond.<sup>1</sup> However, a general contractor's obligation to reimburse the bond does not end at the exhaustion of retention:

“Indemnification is an equitable principal of ancient origin that impliedly obligates the contractor to reimburse the surety for its reasonable costs incurred in discharging its bond obligations. The surety's performance or payment of the contractor's obligations under the bonded contract is recognized as conferring a benefit upon the contractor for which a duty of restitution to and reimbursement of the surety is imposed as an implied condition of the surety relationship.”

4A Bruner & O'Connor Construction Law § 12:99. Although the surety's right of indemnity from the contractor is implied, construction bond sureties, as a routine practice (including in Washington),

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<sup>1</sup> The Payment Bond contains, in relevant part, the following language:  
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.  
(CP 21).

traditionally condition their issuance of bonds upon the execution by the contractor and other designated indemnitors of written agreements of indemnity. *Id.* The written indemnity agreement typically confers upon the surety benefits beyond those implied in law, including, but not limited to, a security interest in the contractor's receivables, equipment, and machinery. *Id.* In other words, the only circumstance under which the bond would be solely responsible for paying any undisputed amounts is if the general contractor is defunct or bankrupt and unable to reimburse the bond. Thus, a trust fund's recovery from the bond under a bond claim is still ultimately a double recovery against the innocent general contractor.

RCW 39.08 and 60.28 are not merely ancillary to ERISA or general laws of application. The public works lien statutes supplement, duplicate, and – on those instances where the subcontractor is defunct, as here – supplant the ERISA civil enforcement remedy. Accordingly, RCW 39.08 and 60.28 are preempted by ERISA. *Aetna Health Inc. v. Davila*, 542 U.S. at 209.

**B. *Trig* and Washington law does not affect the ability of laborers, employees, and even ERISA participants from collecting what is owed to them.**

The Amicus Trusts attempt to disguise their legally imposed fiduciary duties to their participants as genuine concern over the affect *Trig* may have on laborers in Washington State. The truth is, under ERISA:

“Any person who is a fiduciary with respect to a plan [i.e. trust funds] who breaches any of the

responsibilities, obligations, or duties...shall be personally liable to make good to such plan any losses to the plan resulting from each such breach, and to restore to such plan any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary, and shall be subject to such other equitable or remedial relief as the court may deem appropriate, including removal of such fiduciary.”

29 U.S.C. §1109. Ultimately, ERISA holds the trusts – not upstream contractors – responsible for ensuring the amounts owed by employers do not fall in arrears. Indeed, Congress created an enforcement mechanism under ERISA § 502(a) or 29 U.S.C. § 1132 allowing plan participants to take action against trust funds. Thus, as much as the Amicus Trusts attempt to convey their concern over the alleged unfairness caused by *Trig* to laborers across the state of Washington as genuine, arguments based on such sentiments must be taken in the light of a trust fund’s legal obligations and potential liability to the participant laborers under ERISA. The circumstances at bar only arise where the trust fund has failed to timely collect from the employer on behalf of the plan participants.

Notwithstanding the above, the Amicus Trusts’ alleged concern over the effects *Trig* may have over laborers in this state is meritless. First, *Trig* does not preclude laborers (individuals), including ERISA trust fund participants, from filing liens on public projects and filing foreclosure actions in state superior court under RCW 39.08 and 60.28. Second, RCW 60.28.040 provides laborers’ liens for unpaid prevailing wages first priority over all other liens. See RCW 60.28.040(5) (as

amended). Laborers receive the same type of priority on private projects in the state of Washington under RCW 60.04. The long standing public policy of the State of Washington that full payment of wages are made to Washington state workers remains undeterred by *Trig*. Third, unless the multi-million-dollar trust funds allow themselves to be depleted by collection defects (i.e. fail in their primary purpose and function), the laborers receive their benefits. (See Benefit Trusts' brief, pg. 7)(Only "if a sufficient number of employers fail to contribute to a plan, its funded status deteriorates..." and even then "the plan may be required to increase employer contributions or decrease benefits."). Again, as stated in the Respondent brief, this third reason places the burden of ensuring the unpaid dues do not fall in hundreds of thousands of dollars in arrears (here, \$761,881.79)<sup>2</sup> where it appropriately belongs – on the trusts. This is precisely where ERISA places that burden. 29 U.S.C. §1109.

The proposition advanced by the Operating Engineers that *Trig* turns trust fund participants into "second class citizens" is also baseless. Ironically, in making this allegation, the trust funds are asking this Court to overturn its decision in *Trig* and trample on the rights of general contractors by having them pay the trusts money for which general contractors are not liable and an amount that they have already paid. Notwithstanding, as stated above, nothing prevents workers (as opposed to ERISA trust funds) from filing a bond claim; whether or not the workers

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<sup>2</sup> See CP 167.

are ERISA trust fund participants. Rather, trust fund participants continue to have access to more rights and protections than laborers that are not trust fund participants. See *Travelers*, 514 U.S. at 650-51 (ERISA “envisions administrative oversight, imposes criminal sanctions, and establishes a comprehensive civil enforcement scheme.”); see also *United States for Benefit and on Behalf of Sherman v. Carter*, 353 U.S. 210, 220, 77 S. Ct. 793 (1957) (Under an ERISA action, trust funds are permitted to make an additional “claim for liquidated damages, attorneys’ fees, court costs and other related expenses of [any] litigation.”). If the Amicus Trusts were sincerely concerned about the treatment of their worker participants, they could fund actions on behalf of the individual laborers who performed labor on a specific job. This would appropriately require the trust funds as fiduciaries to be more accountable as they would need to take greater care for the loss of each laborer and not simply seek money from innocent general contractors who have already paid once only after hundreds of thousands of dollars in trust fund money has gone unpaid by insolvent subcontractors.

*Trig* does not affect the ability of laborers to collect prevailing wages in the State of Washington and does favor non-participating laborers over ERISA plan participants. *Trig* only prevents the injustice of forcing a non-liable general contractor from having to pay twice for the financial faults of a subcontractor and the accounting faults of a trust fund.

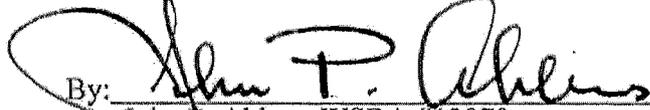
### III. CONCLUSION

RCW 39.08 and 60.28 are not merely ancillary to ERISA or laws of general application, as purported by the Amicus Trusts. According to the U.S. Supreme Court, in a decision made five years after *Travelers*, because the public works lien statutes supplement, duplicate, and – on those instances where the subcontractor is defunct, as here – supplant the ERISA civil enforcement remedy, RCW 39.08 and 60.28 are preempted by ERISA. *Aetna Health Inc. v. Davila*, 542 U.S. 200, 209 (2004)(emphasis added).

*Trig* is not harmful to the participants (i.e. employees, laborers) of ERISA plans and does not turn ERISA plan participants into “second class citizens,” as the Amicus Trusts contend. *Trig* protects the basic right of any company or individual from having to pay money that they do not owe after already having paid the liable party in full who incurred the debt. *Trig* does not preclude laborers (individuals), including ERISA trust fund participants, from filing liens on public projects and filing liens and bond claims for unpaid wages in state superior court under RCW 39.08 and 60.28. Indeed, RCW 60.28.040 provides laborers’ liens for unpaid prevailing wages first priority over all other liens, and the long standing public policy of the State of Washington promoting full payment of wages to Washington state workers remains undeterred by *Trig*.

DATED this 20<sup>th</sup> day of December, 2013.

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**Subject:** W.G. Clark v. Carpenters Health & Security Trust of Western Washington, et al. No. 88080-8  
**Attachments:** 2013\_12\_20 Respondent W.G. Clark Construction Co.'s Answer to Third-Party Trusts' Amicus Briefs.pdf

Dear Clerk:

Attached please find Respondent W.G. Clark Construction Co.'s Answer to Third-Party Trusts' Amicus Briefs in Washington State Supreme Court Cause No. 88080-8.

Thank you for your assistance in this matter.

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**Subject:** W.G. Clark v. Carpenters Health & Security Trust of Western Washington, et al. No. 88080-8  
**Attachments:** 2013\_12\_20 Respondent W.G. Clark Construction Co.'s Answer to Third-Party Trusts' Amicus Briefs.pdf

Dear Clerk:

Attached please find Respondent W.G. Clark Construction Co.'s Answer to Third-Party Trusts' Amicus Briefs in Washington State Supreme Court Cause No. 88080-8.

Thank you for your assistance in this matter.

*Kaycee Espe*

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