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No. 96527-7

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

GILDARDO CRISOSTOMO VARGAS, an incapacitated person, by and through WILLIAM DUSSAULT, his Litigation Guardian ad Litem; LUCINA FLORES, an individual; ROSARIO CRISOSTOMO FLORES, an individual; and PATRICIA CRISOSTOMO FLORES, a minor child by and through LUCINA FLORES, her natural mother and default guardian,
Petitioners,

v.

INLAND WASHINGTON, LLC, a Washington limited liability company,
Respondent,

and

INLAND GROUP P.S., LLC, a Washington limited liability company, RALPH'S CONCRETE PUMPING, INC., a Washington corporation, and MILES SAND & GRAVEL COMPANY d/b/a CONCRETE NOR'WEST, a Washington corporation;

Defendants

RESPONSE OF APPELLANTS VARGAS
TO BRIEF OF AMICUS CURIAE BUILDING INDUSTRY
ASSOCIATION OF WASHINGTON

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I. ARGUMENT IN REPLY TO AMICUS

The Building Industry Association of Washington (BIA) concedes that general contractors have *per se* control over their jobsites and thus owe duties under Stute v. P.B.M.C. Inc., 114 Wn.2d 454, 463-464, 788 P.2d 545 (1990). A finding that Inland Washington owed this duty is sufficient for reversal of summary judgment. However, the BIAW does not accept the holding in Stute that general contractors' duties under WISHA are nondelegable.¹ The BIAW also seeks to overturn the holding in Millican that general contractors are vicariously liable for breaches of duties under WISHA. Millican v. N.A. Degerstrom, Inc., 177 Wn. App. 881, 893, 313 P.3d 1215, 1221 (Div. 3, 2013) *review denied*, 179 Wn. 2d 1026, 320 P.3d 718 (2014).

The BIAW claims that Appellants Vargas and Amicus Washington Department of Labor and Industries (L&I) seek to impose "strict liability" on general contractors for WISHA violations on their jobsites. Division III of the Court of Appeals found that general contractors had "direct liability" for breaches of common law duties under the retained control doctrine and "vicarious liability" for breaches of nondelegable duties under WISHA. Millican, 177 Wn. App. at 893, 313 P.3d at 1221.

¹ Prior to Afoa v. Port of Seattle (II), 191 Wn.2d 110, 421 P.3d 903 (2018), non-delegable duties under Stute were not delegable for any reason. The Afoa II decision holding non-delegable duties are subject to apportionment under RCW 4.22.070 calls into question whether and to what extent the concept of a non-delegable duty has any legal effect.

Division I of the Court of Appeals found that “vicarious liability for the negligence of a contractor [for its breach of a nondelegable duty] is not strict liability.” Knutson v. Macy’s W. Stores, Inc., 1 Wn. App. 2d. 543, 547, 406 P.3d 683, 685 (Div. 1, 2017). However, application of “strict liability” of general contractors for WISHA violations may be proper under this Court’s recent analysis of an employer’s statutory duty to prevent sexual harassment in Floeting v. Grp. Health Coop., 192 Wn.2d 848, 434 P.3d 39 (Jan. 31, 2019).

1. This Court’s decision accepting review and its order on the scope of review were proper.

The Building Industry Association of Washington (BIAW) joins Respondent Inland Washington LLC in its attempt to re-litigate this Court’s acceptance of review in this matter and the scope of this Court’s review.² This issue has been resolved by this Court’s acceptance of review and by its order of March 13, 2019 in which it stated it “granted review of both the Court of Appeals decision that review was improvidently granted and the issues regarding the underlying merits of the case.” Order Clarifying Scope of Review, March 13, 2019.

Appellants addressed the procedural issue in their supplemental brief, discussing how review was proper under RAP 2.3, including that dismissal of the general contractor in a Stute case was obvious error. As

² See BIAW Amicus Brief, pages 7-9.

the Washington State Labor Council and the Pacific Northwest Regional Council of Carpenters observed, no appellate case since Stute has upheld the dismissal of a general contractor from a Stute case.³ So long as there is evidence of an injury to a subcontractor's employee caused by a WISHA violation or an unreasonably unsafe condition on a construction site, the general contractor should never be dismissed on summary judgment. The trial court's doing so – on Inland's second summary judgment motion on the same issues – warrants interlocutory review and reversal.⁴

2. The BIAW's discussion of WISHA enforcement cases is of limited relevance; standards for issuing WISHA citations are restricted by statutes that do not apply in tort liability.

The BIAW attacks L&I's enforcement policies as “relying on [a] strained interpretation” of the law, “leading to increasing fines for general contractors.” BIAW Amicus Brief, page 15. Much of its briefing is devoted to L&I's development and implementation of enforcement policies including Washington Regional Directive 27.00 and emails from L&I's compliance manager. BIAW Amicus Brief, pages 16-17. In its

³ WSLC Amicus Brief, pages 12-13; PNWRCC Amicus Brief, page 3.

⁴ Amicus Curiae BIAW urges this court to *avoid* ruling on the merits of an issue that it deems important. This indicates the BIAW's interests lie in maintaining confusion and uncertainty in the law that exists in the wake of this Court's Afoa II decision. The BIAW claims it has an “interest in ensuring that the courts properly apply the law governing safety violation.” BIAW Amicus Brief, page 7. Yet it omitted from its identity statement its mission to “defeat regulations” it deems “harmful to the housing industry.” <https://www.biaw.com/Advocacy> (last visited June 10, 2019).

argument, the BIAW relied on authority pertaining to citations as well as unpublished authority and Board of Industrial Insurance Appeals decisions pertaining to citations. BIAW Amicus Brief, page 12 (*citing* SuperValu Inc. v. Dep't of Labor and Indus., 158 Wn.2d 422, 144 P.3d 1160 (2006) *and quoting* In re Exxel Pacific, BIIA Dec., 96 W182 (1998)); *Id.*, page 15 (*citing* Lanzce G., Douglass, Inc. v. Dep't of Labor and Indus. 6 Wn. App. 2d 1018 (Div. 3, 2018 Unpublished).

These cases have limited, if any, relevance since they are based on the enforcement standards established by statutes, including RCW 49.17.120 and RCW 49.17.180, which do not apply in tort. The statutory duty of a general contractor to enforce WISHA regulations as set forth in Stute and its progeny is based on the specific duty clause of RCW 49.17.060, and not on the statutes governing citations and enforcement. For example, RCW 49.17.120(4) provides for a statute of limitations of “six months following a compliance inspection, investigation, or survey revealing any such violation” for issuing a citation. RCW 49.17.120(4). This does not apply to personal injury claims, for which the statute of limitations is three years under RCW 4.16.080(2).

Likewise, and more relevant here, is the notice requirement under RCW 49.17.180, which provides for employers to be cited for serious violations “unless the employer did not, and could not with the exercise of reasonable diligence, know of the presence of the violation.” RCW 49.17.180(6). This also differs from the “willfully and knowingly”

requirement for employers to be assessed with criminal penalties under RCW 49.17.190. There is no such notice requirement for vicarious liability in tort. Care must be taken to not confuse statutory requirements for WISHA citations with nondelegable duties and vicarious liability in tort. In particular, the BIAW's arguments regarding "strict liability" and constitutional considerations in the context of WISHA citations and enforcement actions by the state are not applicable in tort actions.

3. The BIAW concedes that general contractors have *per se* control over their jobsites and owe duties under WISHA.

The BIAW concedes that under Stute, "General contractors are assumed to have control over a worksite, simply by merit of being general contractors. *Stute*. Because this control is assumed as a matter of law, a general contractor also has the related duty, as a matter of law." BIAW Amicus Brief, page 11. The *per se* control of a general contractor is a requirement rather than an "assumption," such that it is the general contractor's job to keep its jobsite under control. Such concessions of control and duty are grounds for reversal of summary judgment, since duty is a question of law, with questions of breach being fact questions for the jury. "In tort actions, issues of negligence and causation are questions of fact not usually susceptible to summary judgment." Miller v. Likins, 109 Wn. App. 140, 144, 34 P.3d 835 (Div. 1, 2001).

4. **The BIAW fails to acknowledge nondelegable duties under *Stute* and vicarious liability under *Millican*.**

While following Stute on the issue of control, the BIAW ignores the Stute court's holdings that general contractors' duties are nondelegable and that "the general contractor should bear the **primary responsibility** for compliance with safety regulations." Stute, 114 Wn.2d at 464. (emphasis added). Instead, the BIAW contends that a general contractor can wash its hands of any liability for injuries caused by WISHA violations simply by "contracting with a reliable subcontractor to provide safety equipment." BIAW Amicus Brief, page 11. Such a standard would require extensive appellate litigation to determine factors and circumstances under which a subcontractor is deemed sufficiently "reliable" to constitute a general contractor's discharge of its duty. This also is contrary to Washington law as described in Millican, which found such contractual provisions inadmissible:

Indemnification provisions enable the general contractor, if liable to the employee, to recover its defense costs and judgment liability from the culpable subcontractor. They do not enable the general contractor to disavow its primary responsibility for WISHA compliance.

Millican, 177 Wn. App. at 894, 313 P.3d at 1215. The Millican court explained:

[Washington law has] found nondelegable duties on the part of the general contractor, meaning that the general contractor is "[held] liable ... although he has himself done everything that could reasonably be required of him."

Millican at 892 *quoting* W. Page Keeton *et al.*, Prosser and Keeton On The Law Of Torts 511 (5th ed.1984). The Millican court found a general contractor’s liability for a subcontractor’s violation was vicarious, adopting the formulation of the Restatement (Third) of Torts: Phys. & Emot. Harm § 57 (2012):

“The label ‘nondelegable duty’ does not mean that an actor is not permitted to delegate the activity to an independent contractor. Rather, the term signals that the actor will be vicariously liable for the contractor’s tortious conduct in the course of carrying out the activity.”

Millican at 896 *quoting* Restatement (Third) of Torts: Phys. & Emot. Harm § 57 cmt. b (2012). The BIAW cited Millican as an example of what it deems to be courts applying a “broader interpretation of liability for general contractors,” but otherwise did not discuss Millican. BIAW Amicus Brief, page 14.⁵

⁵ See Brief of Respondent Inland Washington, pages 16-18. The BIAW also argues that the landowner case of Kamla v. Space Needle Corp., 147 Wn.2d 114, 52 P.3d 472 (2002) contained confusing dicta imposing “per se liability” on general contractors under Stute. BIAW Amicus Brief, page 14. The BIAW argues that Kamla “stated that general contractors had a per se duty, not that they had per se breached that duty.” BIAW Amicus Brief, page 14. Appellants agree that general contractors have *per se* control under Stute, and thus have *per se* duties to ensure WISHA compliance. However, it does not follow that a breach of that duty is per se; for a general contractor to be liable for a breach of statutory duties under WISHA, it must be proven that a WISHA regulation was violated and that said violation was a proximate cause of injury. Of course, these are fact questions for the jury so long as there is evidence of breach, as there is in this case.

5. **While the Court of Appeals in *Millican* and *Knutson* distinguished vicarious liability from strict liability, strict liability may be appropriate under this Court's holding in *Floeting v. Group Health*.**

The BIAW contends that Appellants and L&I seek to impose strict liability on general contractors for WISHA violations.⁶ BIAW Amicus Brief, pages 15-18. Appellants and the WSLC have maintained that general contractors' liability for WISHA violations is vicarious under Millican, and that under Knutson, "vicarious liability for the negligence of a contractor [for its breach of a nondelegable duty] is not strict liability." Knutson, 1 Wn. App. 2d. at 547, 406 P.3d at 685; Supplemental Brief of Appellants, page 13; WSLC Amicus Brief, pages 17-18, *citing* Restatement (Third) of Torts: Phys. & Emot. Harm § 63 (2012) and Knutson.

However, this Court's January 31, 2019 decision in Floeting v. Grp. Health Coop. supports a ruling that strict liability does and should apply. Floeting v. Grp. Health Coop., 192 Wn.2d 848, 434 P.3d 39 (Jan. 31, 2019). In Floeting, facts supported the plaintiff's allegation that he was sexually harassed by a Group Health employee while a Group Health patient. As described by Division I, the plaintiff alleged harassment

⁶ The BIAW is particularly concerned with excessive enforcement of WISHA by L&I on general contractors for their subcontractor's violations. BIAW Amicus Brief, pages 15-19. L&I responded to these concerns in its Amicus Brief. As discussed in Appellants' Reply to L&I's Amicus Brief, there are important differences between the legal standards for citations, which are governed by RCW 49.17.120 and the legal standards for tort liability.

including “several inappropriate conversations” with him of a sexual nature, unwanted indecent propositions, and “press[ing] her breasts” against him on a few occasions in the waiting room despite him telling her to stop. Floeting v. Grp. Health Coop., 200 Wn. App. 758, 761-762, 403 P.3d 559 (Div. 1, 2017), *aff’d and remanded*, 192 Wn.2d 848, 434 P.3d 39 (2019). Apparently no other Group Health employees or management had notice of this harassment until the plaintiff complained, prompting Group Health to conduct an investigation and terminate the offending employee. Id.

Division I reversed the trial court’s summary judgment dismissal of the plaintiff’s claims against Group Health,⁷ finding the facts supported “direct liability” of Group Health for violations of the Washington Law Against Discrimination, Chapter 49.60 RCW (WLAD), and “emphasize[d] the difference between direct liability and strict liability.” Id. at 774 n.5. This distinction was similar to that made by Division I between vicarious liability and strict liability in Knutson, 1 Wn. App. 2d. at 547.

This Court affirmed the Court of Appeals’ decision reversing summary judgment in Floeting, but found strict liability did apply, describing its “strict liability” formulation as follows:

The test we adopt imposes strict liability to the extent it does not allow an employer to escape liability by asserting a lack of fault.

⁷ The trial court judge in Floeting was the Hon. Jeffrey M. Ramsdell, now retired, the same trial court judge who granted summary judgment dismissal of Inland in this case.

According to Black’s Law Dictionary, “strict liability” is “[l]iability that does not depend on proof of negligence or intent to do harm but that is based instead on a duty to compensate the harms proximately caused by the activity or behavior subject to the liability rule.” Black’s Law Dictionary 1055 (10th ed. 2014). In this case, Group Health will be liable if its employee caused the harm prohibited by the statute, even if it did not participate in the discrimination and was not negligent in training or supervising its employees. Therefore, Group Health is subject to strict liability for the discriminatory conduct of its employee in a place of public accommodation.

Floeting, 192 Wn.2d at 859, 434 P.3d at 44.

This Court compared the language of RCW 49.60.215, prohibiting discrimination in public accommodations, which applied to the plaintiff, to RCW 49.60.180(3), the employment discrimination statute. It found that the public accommodation statute provided for strict liability, while the employment discrimination statute did not:

RCW 49.60.215 states that it is an unfair practice for “any person or the person’s agent or employee” to discriminate, while RCW 49.60.180(3) imposes liability only on an *employer* who discriminates. RCW 49.60.180(3) does not directly impose liability for the actions of the employer’s agents and employees.

Floeting, 192 Wn.2d at 860–61, 434 P.3d at 45 (italics in original). A similar analysis could be made for WISHA with respect to the ‘specific duty clause’ of RCW 49.17.060. As discussed in Stute, the “general duty clause”, which requires employers provide “each of his or her employees a place of employment free from recognized hazards,” runs only to direct employees. RCW 49.17.060 (1); Stute, 114 Wn.2d at 458-460. In contrast, the specific duty clause requires employers to “comply with the rules, regulations, and orders promulgated under this chapter.” RCW

49.17.060 (1). Stute held that this clause applied to all workers on the general contractor's site, including employees of subcontractors. Stute, 114 Wn.2d at 458-460. Under this Court's formulation in Floeting, the direct requirement for the employer to comply with WISHA regulations would give rise to strict liability.

The BIAW and Inland claim that imposing strict liability is unfair. However, as discussed by the WSLC, "the remedy for any perceived unfair or disproportional liability burden on general contractors is for them to seek contribution and indemnity from their subcontractors." WSLC Amicus Brief, pages 16-17 (*citing* Gilbert H. Moen Co. v. Island Steel Erectors, Inc., 128 Wn.2d 745, 912 P.2d 472 (1996) and Afoa v. Port of Seattle (II), 191 Wn.2d 110, 153 n. 10, 421 P.3d 903 (2018) (Stephens, J. dissenting). In Floeting, the dissent raised concerns about strict liability that are similar to those raised by the BIAW and Inland here. The Floeting majority addressed those concerns as follows:

The dissent is concerned that strict liability would do little to eradicate discrimination because employers could not escape liability by showing that they acted diligently to prevent and remedy the discrimination. However, if employers know that the only way they can prevent lawsuits is by preventing their employees from discriminating at all, they will try even harder to make sure that their employees are well trained, are well supervised, and do not discriminate. In addition, it gives employers an incentive to end any alleged discrimination as soon as possible, limiting their exposure to damages. This will encourage employers to focus on preventing discrimination, rather than merely punishing employees when it occurs. Prevention will better further the legislative goal of eradicating discrimination in places of public accommodation.

Floeting, 192 Wn.2d at 861, 434 P.3d at 45. Protecting the public from sexual harassment in places of public accommodation is such an important goal in Washington that strict liability is warranted. The legislature – under a constitutional mandate – made the following findings and purpose of WISHA:

The legislature finds that personal injuries and illnesses arising out of conditions of employment impose a substantial burden upon employers and employees in terms of lost production, wage loss, medical expenses, and payment of benefits under the industrial insurance act. Therefore, in the public interest for the welfare of the people of the state of Washington and in order to assure, insofar as may reasonably be possible, safe and healthful working conditions for every man and woman working in the state of Washington, the legislature in the exercise of its police power, and in keeping with the mandates of Article II, section 35 of the state Constitution, declares its purpose by the provisions of this chapter to create, maintain, continue, and enhance the industrial safety and health program of the state, which program shall equal or exceed the standards prescribed by the Occupational Safety and Health Act of 1970 (Public Law 91-596, 84 Stat. 1590).

RCW 49.17.010. A ruling that general contractors are strictly liable for injury and death to workers on their jobsites caused by WISHA violations would be consistent and appropriate for the same reasons that strict liability is needed to protect the public from sexual harassment. Protecting workers from injury and death is at least as important as protecting the public from unwanted sexual advances, and strict liability is warranted for furthering both legislative goals.

II. CONCLUSION

The BIAW concedes that general contractors have per se control of their jobsites under Stute and owe duties under WISHA. That alone

would warrant reversal of summary judgment dismissal of Inland. Yet the BIAW argues that this duty is delegable, such that a general contractor's delegation to a "reliable" subcontractor would be sufficient to discharge its duty and absolve it of all liability for any injury or death caused by WISHA violations on its jobsite. Such a holding would effectively overturn Stute as well as Millican. The BIAW has not presented any compelling reason to abandon 30 years or more of workplace safety precedent, especially when any concerns of excessive liability exposure are routinely addressed in contracts for contribution and indemnity. The BIAW calls holding general contractors liable for WISHA violations on their jobsites "strict liability" as a pejorative epithet. However, under this Court's analysis in Floeting, including both the statutory construction and the importance of the policy, holding general contractors strictly liable for injury and death caused by WISHA violations on their jobsite would not be an unjust or inappropriate result.

Respectfully submitted this 11th day of June, 2019.



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