

DIRECTOR OF THE DEPARTMENT OF LABOR & INDUSTRIES
STATE OF WASHINGTON

In re: MEELIN NAKATA,

Appellant.

Determination of Compliance No. 117-16

OAH Docket No. 05-2016-LI-00131

NO. 2018-010-WPA

DIRECTOR'S ORDER

RCW 49.48.084(4); RCW 34.05

Joel Sacks, Director of the Washington State Department of Labor & Industries, having considered the Initial Order, the petition for review filed by MeeLin Nakata with the Director's Office, the briefing submitted to the Director's office by the parties, and the record developed at the Office of Administrative Hearings, issues this Director's Order.

The parties are the Department, MeeLin Nakata, and Onit Management Consulting.

The Director makes these Findings of Fact, Conclusions of Law, and Final Decision and Order.

I. FINDINGS OF FACT

1. The Office of Administrative Hearings issued and served the Initial Order on September 25, 2017. The Initial Order affirmed the Department's Determination of Compliance No. 117-16.
2. On October 9, 2017, Ms. Nakata timely filed a petition for review with the Director.

3. The Director adopts and incorporates the Initial Order's "Issue" statement, the "Order Summary," and the "Hearing" summary.
4. The Director adopts and incorporates the Initial Order's findings of facts 4.1 through 4.2, 4.4 through 4.5, 4.7 through 4.13, 4.16 through 4.35, and 4.37 through 4.53.
5. The Director makes the following additional findings of fact:
6. Ms. Nakata worked for Onit from April 13, 2015, through June 3, 2015.
7. Ms. Nakata has a degree in journalism and psychology and a certificate in business intelligence analysis. She has more than 30 years of work experience. She has worked for IBM, Rodan Partners, Peregrine, Bridge Partners, ACT-1, Indigo Slate, Rivet Consulting, Simplicity Consulting, and Microsoft.
8. Onit contracted with Ms. Nakata to work as a content consultant for two Microsoft conferences, S4 and MGX. Onit brought Ms. Nakata in as a consultant based on her technical skills and previous experience with Microsoft.
9. Ms. Nakata's contract with Onit stated that the company "shall have no right to, and shall not, control the manner or determine in any way the method of accomplishing [Ms. Nakata's] services."
10. The contract stipulated that Ms. Nakata and Onit "agree that [Ms. Nakata] may, and likely will, provide services for other companies during the Term of this Agreement." Ms. Nakata told Onit that she was working on other projects before she signed the contract. But while Ms. Nakata was free to take other jobs while working for Onit (except as prohibited by the contract's non-competition clause), she did not have other clients during this period.
11. The contract set Ms. Nakata's rate of pay as \$59,160.00 for April 13, 2015, through July 31, 2015. Ms. Nakata handwrote this section of the agreement.
12. The contract required Ms. Nakata to report her hours to Onit.
13. The S4 project involved 30 or 40 individuals from nine consulting firms. Onit provided six consultants for the S4 project, including Onit partner Charlotte Franklin and Ms. Nakata. Ms. Nakata was the only consultant that Onit provided for the MGX project.

14. Ms. Nakata's scope of work was to support Microsoft manager Chris Boar in activities he required to coordinate his participation in the S4 and MGX conferences.
15. Ms. Franklin's role was to support Enya Reynen, the Microsoft business program manager in charge of the S4 conference. Ms. Reynen supervised Ms. Franklin.
16. Onit did not manage individual consultants working on the S4 and MGX projects. Onit consultants were managed by managers at Microsoft.
17. Onit had a limited degree of control over Ms. Nakata. To the extent she was supervised, Mr. Boar from Microsoft provided such supervision. He determined Ms. Nakata's daily tasks and her deliverables on the S4 and MGX projects. Ms. Nakata set her own hours and her own work location. Onit had limited control of when, where, and how Ms. Nakata performed her work. This factor suggests that Ms. Nakata was an independent contractor.
18. Ms. Nakata had the opportunity for profit or loss depending on her managerial skills. She was free to take on other clients. She could structure her work schedule and manage her time to profit from the contract. This factor suggests that Ms. Nakata was an independent contractor.
19. Onit invested little in equipment or materials for consultants working on the S4 and MGX projects. Ms. Nakata purchased a laptop computer in order to perform her work as a consultant. Consultants also provided their own cell phones, headphones, and other hardware technical equipment. This factor suggests that Ms. Nakata was an independent contractor.
20. Ms. Nakata's work on the S4 and MGX projects required a high degree of skill. Onit contracted with Ms. Nakata for her technical skills and project management experience, particularly her familiarity in navigating Microsoft practices. This factor suggests that Ms. Nakata was an independent contractor.
21. Onit contracted with Ms. Nakata for a specific job—the S4 and MGX conferences. The project had a distinct beginning and end. It was to commence on April 13, 2015, and end on July 31, 2015. Because Ms. Nakata's working relationship with Onit was time-limited and of short duration, this factor suggests that Ms. Nakata was an independent contractor.
22. The services rendered by Ms. Nakata were an integral part of Onit's business. The company is a consulting firm emphasizing project management support. This is the service that Onit provided to Microsoft, and it contracted with Ms. Nakata for this purpose. This factor suggests that Ms. Nakata was an employee.

23. Based on the totality of the circumstances, as a matter of economic reality, Ms. Nakata was not economically dependent on Onit but was instead in business for herself. Ms. Nakata was an independent contractor and not an employee.
24. Ms. Nakata raises issues about the fairness of the proceedings, and this Order determines that no procedural irregularity occurred and that it was fair.

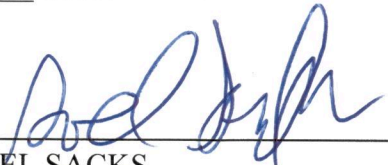
II. CONCLUSIONS OF LAW

1. The Director adopts and incorporates the Initial Order's conclusions of law 5.1 through 5.9.
2. The six factors are not exclusive, and no single factor is dominant. The facts relevant to each factor must be viewed through the lens of "economic dependence." *Scantland v. Jeffry Knight, Inc.*, 721 F.3d 1308, 1312 (11th Cir. 2013).
3. Employment status is a mixed question of fact and law. Where the facts are disputed, the determination of employment status is properly a question for the trier of fact. *Anfinson v. FedEx Ground Package Sys., Inc.*, 159 Wn. App. 35, 72, 244 P.3d 32 (2010).
4. As a matter of economic reality, Ms. Nakata was not economically dependent on Onit but was instead in business for herself. Ms. Nakata was an independent contractor and not an employee.
5. Because Ms. Nakata was an independent contractor and not an Onit employee, the Wage Payment Act, RCW 49.48, does not apply.
6. The Department correctly determined that Onit did not violate the Wage Payment Act.
7. Onit Management Consulting did not violate Washington State wage payment law concerning MeeLin Nakata during the period beginning April 12, 2015, through June 3, 2015.

III. DECISION AND ORDER

Consistent with the above Findings of Fact and Conclusions of Law, the Initial Order dated September 25, 2017, is AFFIRMED and the Determination of Compliance dated January 22, 2016, is AFFIRMED.

DATED at Tumwater this 30 day of April 2018.



JOEL SACKS
Director

SERVICE

This Order was served on you the day it was deposited in the United States mail. RCW 34.05.010(19).

APPEAL RIGHTS

Reconsideration. Any party may file a petition for reconsideration. RCW 34.05.470. Any petition for reconsideration must be filed within 10 days of service of this Order and must state the specific grounds on which relief is requested. No matter will be reconsidered unless it clearly appears from the petition for reconsideration that (a) there is material clerical error in the order **or** (b) there is specific material error of fact or law. A petition for reconsideration, together with any argument in support thereof, should be filed by emailing to DirectorAppeal@LNI.WA.GOV, or by mailing or delivering it directly to Joel Sacks, Director of the Department of Labor and Industries, P. O. Box 44001 Olympia, Washington 98504-4001, with a copy to all other parties of record and their representatives. Filing means actual receipt of the document at the Director's Office. RCW 34.05.010(6).

NOTE: A petition for reconsideration is not required before seeking judicial review. If a petition for reconsideration is filed, however, the 30-day period will begin to run upon the resolution of that petition. A timely filed petition for reconsideration is deemed to be denied if, within twenty (20) days from the date the petition is filed, the Director does not (a) dispose of the petition **or** (b) serve the parties with a written notice specifying the date by which it will act on the petition. RCW 34.05.470(3).

Judicial Review. Any petition for judicial review must be filed with the appropriate court and served within 30 days after service of this Order. RCW 34.05.542. RCW 49.48.084(5) provides, "Orders that are not appealed within the time period specified in this section and Chapter 34.05 RCW are final and binding, and not subject to further appeal." Proceedings for judicial review may be instituted by filing a petition in superior court according to the procedures specified in chapter 34.05 RCW, Part V, Judicial Review and Civil Enforcement.

DECLARATION OF MAILING

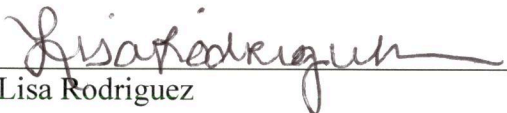
I, Lisa Rodriguez, declare under penalty of perjury under the laws of the State of Washington, that the DIRECTOR'S ORDER was mailed on the 30 day of April, via U.S. mail, postage prepaid, to:

MeeLin Nakata
28104 Northeast 144th St.
Duvall, WA 98019

Edward Byers
Onit Management Consulting, LLC
7001 Seaview Avenue NW, Suite 160-616
Seattle, WA 98117

Cynthia Gaddis
Attorney General's Office
PO Box 40121
Olympia, WA 98504

DATED this 30 day of April 2018, at Tumwater, Washington.



Lisa Rodriguez

**WASHINGTON STATE
OFFICE OF ADMINISTRATIVE HEARINGS**

In the matter of:

MeeLin Nakata,

Appellant.

Docket No. 05-2016-LI-00131

INITIAL ORDER

Agency: Dept. of Labor and Industries
Program: Wage Payments
Agency No. DOC-117-16

1. ISSUE

1.1. Was the Department of Labor and Industries correct to determine that Onit Management Consulting did not violate Washington State wage payment law concerning MeeLin Nakata for the period of time beginning May 1, 2015, through June 30, 2015?

2. ORDER SUMMARY

2.1. Yes. The Department of Labor and Industries was correct to determine that Onit Management Consulting did not violate Washington State wage payment law concerning MeeLin Nakata for the period of time beginning May 1, 2015, through June 30, 2015. Moreover, Onit Management Consulting did not violate Washington State wage payment law concerning MeeLin Nakata for the entire period of their contractual relationship, from April 12, 2015, through June 3, 2015.

3. HEARING

3.1. Hearing Dates: November 7, 2016; November 10, 2016; January 31, 2017; February 1, 2017; February 9, 2017; February 10, 2017; June 15, 2017, and June 16, 2017

3.2. Administrative Law Judge: Terry A. Schuh

3.3. Appellant: MeeLin Nakata

3.3.1. Representative: MeeLin Nakata, *pro se*

3.3.2. Witnesses:

3.3.2.1. Edward Byers, Partner, Onit Management Consulting

3.3.2.2. Ana Gamino, Industrial Relations Agent, Dept. of L & I

3.3.2.3. Christopher Boar, Microsoft

3.3.2.4. Sara Hanel, Former Consultant, Onit Management Consulting

3.3.2.5. Sophora Ngeth, Former Consultant, Onit Management Consulting

3.3.2.6. MeeLin Nakata

3.3.2.7. Charlotte Franklin, Partner, Onit Management Consulting

3.3.2.8. Sarah Ferguson, Former Consultant, Onit Management Consulting

3.4. Agency: Department of Labor and Industries

3.4.1. Representative: Sarah M. Reyneveld, Assistant Attorney General

3.4.2. Witnesses:

3.4.2.1. Charlotte Franklin, Partner, Onit Management Consulting

3.4.2.2. Ena Reynen, Microsoft

3.4.2.3. Christopher Boar, Microsoft

3.4.2.4. Christina Singh, Former Consultant, Onit Management Consulting

3.4.2.5. Edward Byers, Partner, Onit Management Consulting

3.4.2.6. Ana Gamino, Industrial Relations Agent, Dept. of L & I

3.4.2.7. Sara Hanel, Former Consultant, Onit Management Consulting

3.4.2.8. Sophora Ngeth, Former Consultant, Onit Management Consulting

3.5. Exhibits: Exhibits 1 through 25, A through Z, AA, and CC were admitted into the record. Exhibit DD was admitted into the record for illustrative purposes only.

3.6. Microsoft Counsel Brendan Ryan appeared when Ena Reynen and Christopher Boar testified.

3.7. Court Reporters: Diane Rugh, Central Court Reporting, for November 7 and 10, 2016; Annamarie Spangrud, for January 31, 2017; Leslie Sherman, Buell Realtime Reporting, for February 1, 2017; Jolene C. Haneca, Central Court Reporting, for February 9 and 10, 2017; Phyllis Craver, Central Court Reporting, for June 15, 2017; and Deanna Ellis for June 16, 2017.

3.8. Observers: Todd Nakata; Elizabeth Ford, Legal Director, Ronald A. Peterson Law Clinic, Seattle University School of Law; Jen Bizzotto, Legal Intern, Seattle University School of Law; Heather Leibowitz, Assistant Attorney General.

4. FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

Jurisdiction

4.1. On January 22, 2016, the Department of Labor and Industries (the Department) served on MeeLin Nakata (Ms. Nakata or Nakata) and on Onit Management Consulting, LLC (Onit) its Determination of Compliance. Ex. 1.

4.2. On February 10, 2016, Ms. Nakata filed her appeal with the Department. Ex. 2.

Background

4.3. Ms. Nakata worked for Onit from April 12, 2015, through June 3, 2015. Ex. 15, pp. 13-14; Charlotte Franklin (Ms. Franklin or Franklin) Testimony.

4.4. Ms. Nakata asserted that she was Onit's employee. Onit asserted that Ms. Nakata was an independent contractor.

4.5. The Department was unable to resolve that dispute and therefore determined that there was not sufficient evidence to prove that Onit violated Washington State wage payment law. Ex. 1.

The degree of control that Onit exercised over Ms. Nakata

4.6. Ms. Franklin called Ms. Nakata to recruit her for an Onit team Ms. Franklin was building to work on S4 for Microsoft. Nakata Testimony. The Onit team would be managed and trained by Onit and would follow set procedures and guidelines, ensuring consistency. Nakata Testimony.

4.7. Ms. Nakata signed a contract with Onit characterizing her as an independent contractor. Ex. 15, pp. 13-14.

4.8. Nevertheless, Ms. Nakata expected to subsequently get paperwork that changed her status to employee. Nakata Testimony. However, she was too busy to follow up on that issue and, moreover, the project was scheduled to end in July, so she did not do so. Nakata Testimony.

4.9. Prior to working for Onit, Ms. Nakata's consulting experience with vendors serving Microsoft was as an employee of that vendor and not as an independent contractor. Nakata Testimony. Ms. Nakata expected her relationship with Onit to be consultant-to-consultant. Nakata Testimony. However, on April 7, 2015, before she and Onit signed a contract, Edward Byers (Mr. Byers or Byers) told her that the only arrangement Onit could offer was as an independent contractor. Nakata Testimony.

4.10. Onit paid Ms. Nakata a monthly flat rate for her work, regardless of how many hours she worked. Onit paid Ms. Nakata a flat rate because that was the way that Microsoft paid Onit. Nakata Testimony; Ex. P.

4.11. Onit required Ms. Nakata to submit monthly invoices as a predicate to payment of her contractual flat-rate wage. Franklin Testimony; Byers Testimony; Ex. 15, p. 14, para. 7.

4.12. Onit asked Ms. Nakata to report her actual hours worked because Onit wanted to track those hours to assure that the client, Microsoft, was not abusing the flat rate arrangement that Onit had with Microsoft. Franklin Testimony; Byers

Testimony. When Ms. Franklin learned that Ms. Nakata worked over 300 hours in May 2015, she encouraged Ms. Nakata to approach Christopher Boar (Mr. Boar or Boar), the Microsoft manager Ms. Nakata served as consultant for, and ask him for guidance regarding her priorities. Franklin Testimony; Ex. 20, p. 11. Ms. Franklin offered to help with that communication. Franklin Testimony; Ex. 20, p. 11. Ms. Franklin, Mr. Boar, and Ms. Nakata met to discuss Ms. Nakata's hours and how to reduce them in the future. Franklin Testimony.

- 4.13. At least part of the reason Ms. Nakata had so many hours in May was because Onit started her late on the consulting project and because she was given an extra track, Incubation, to work on. Nakata Testimony.
- 4.14. Ms. Franklin needed to approve Ms. Nakata's hours prior to payment being tendered but that was because the payroll system did not distinguish between flat-rate and hourly employees. Franklin Testimony; Ex. 17, p. 5. However, when Ms. Nakata submitted an invoice to Onit for payment of her wages, Mr. Byers responded that she needed to submit her hours to the timesheet tool and have them approved by Ms. Franklin. Ex. V, p. 1. Apart from the phrase "approved by Ms. Franklin", Mr. Byers's response is consistent with the applicable contract provision. See, Ex. 15, p. 14, para. 7. Accordingly, regardless of why, I find that Onit would not pay Ms. Nakata her wages until Ms. Franklin had the opportunity to review Ms. Nakata's actual hours worked and approve them.
- 4.15. Onit provided consulting services in 2015 to Microsoft regarding an S4 project and an MGX project. Franklin Testimony. Ena Reynen (Ms. Reynen or Reynen) Testimony. The S4 project involved 30 or 40 individuals from nine consulting firms. Franklin Testimony. Onit provided four consultants for S4, including Ms. Franklin and Ms. Nakata. Franklin Testimony. Ms. Franklin's role was to support Ms. Reynen in coordinating contributions from Microsoft managers or their vendor teams. Franklin Testimony. Ms. Reynen supervised Ms. Franklin. Nakata Testimony.
- 4.16. Because both Ms. Franklin and Ms. Nakata worked on S4, they interacted. Franklin Testimony. They attended the same weekly meeting, sponsored by Microsoft. Franklin Testimony. Mr. Boar expected Ms. Nakata to attend those meetings. Boar Testimony. As communication manager consultant, Ms. Franklin often coordinated that meeting, on behalf of Ms. Reynen. Franklin Testimony; Boar Testimony. Moreover, Ms. Franklin educated S4 consultants regarding what Ms. Reynen needed and wanted. Franklin Testimony. So Ms. Franklin's communication with Ms. Nakata flowed from Ms. Franklin's role regarding S4 and not as a supervisor from Onit. Byers Testimony.

- 4.17. Mr. Boar supervised Ms. Nakata's work on S4, not Onit. Franklin Testimony; Reynen Testimony; Boar Testimony; Byers Testimony. Mr. Boar determined Ms. Nakata's daily tasks and her deliverables. Franklin Testimony; Boar Testimony.
- 4.18. Although Mr. Boar supervised Ms. Nakata's work, the nature of that work was already agreed upon by Onit and Mr. Boar before Ms. Nakata began working for Onit. Nakata Testimony.
- 4.19. Microsoft was Onit's client and Onit was Ms. Nakata's client. Franklin Testimony. Onit was Ms. Nakata's connection to Microsoft. Nakata Testimony. Onit secured Ms. Nakata's credentials from Microsoft and Onit was responsible for Ms. Nakata when she was on Microsoft's campus. Nakata Testimony. Point in fact, after Onit terminated Ms. Nakata's contract, Onit complained when Ms. Nakata was on Microsoft's campus to get her computer wiped. Nakata Testimony.
- 4.20. Onit developed a project process that was intended to apply to all of the various project tracks but particularly to those handled by the Onit team of consultants. Nakata Testimony.
- 4.21. Onit had no right to discipline Ms. Nakata for poor performance. Franklin Testimony. Nevertheless, Onit had the right to terminate the contract if Ms. Nakata's performance was inconsistent with "a reasonable standard of care." Ex. 15, p. 13, para. 1.
- 4.22. Onit did not set Ms. Nakata's hours or her daily schedule. Franklin Testimony; Byers Testimony; Nakata Testimony. Onit did not determine how many hours Ms. Nakata worked. Franklin Testimony; Byers Testimony. Ms. Nakata did not need to ask Onit for permission to take a day off. Franklin Testimony; Byers Testimony. Mr. Boar did not schedule Ms. Nakata's hours – he simply expected her to get her work done. Boar Testimony. However, Mr. Boar expected Ms. Nakata do meet with people and he preferred that she do so in person. Nakata Testimony. Therefore, Ms. Nakata had to be at Microsoft for at least a few hours every day to do so. Nakata Testimony. Onit did not care where Ms. Nakata worked as long as Microsoft was satisfied. Byers Testimony.
- 4.23. However, Ms. Nakata could not work anywhere but on Microsoft's campus until after Onit secured v-credentials from Microsoft for Ms. Nakata. Nakata Testimony. Among other things, v-credentials gave Ms. Nakata remote access to Microsoft's computer system. Nakata Testimony.
- 4.24. Onit encouraged the consultants it provided to Microsoft to attend an Onit kick-off meeting at the beginning of the project. Franklin Testimony. Ms. Nakata felt compelled to attend. Nakata Testimony. However, other consultants felt they were encouraged, rather than compelled, to attend. Sara Hanel (Ms. Hanel or Hanel) Testimony; Sophora Ngeth (Ms. Ngeth or Ngeth) Testimony. Nevertheless,

it would have been difficult to do the work without the information provided. Hanel Testimony.

- 4.25. The theme of the kick-off meeting was working together as a team. Nakata Testimony; *see* Ex. R. It was a how-to session. Nakata Testimony. The goal was to provide information to Onit consultants, including background information about the project and suggested best practices and apt tools. Franklin Testimony; Byers Testimony; *see generally*, Ex. R; *see, e.g.*, Ex. 17, pp. 33-35. Mr. Byers presented much of the information, and his presentation was forceful. Nakata Testimony. It was also detailed. Sarah Ferguson (Ms. Ferguson or Ferguson) Testimony. Mr. Byers' suggestions were presented as Onit's expectations, and included several templates, all bearing the Onit logo. Nakata Testimony; Ferguson Testimony.
- 4.26. Onit encouraged the consultants it provided Microsoft to attend Onit consultant meetings on alternate Tuesdays to check in and share with one another. Franklin Testimony. Consultants were told to attend these meetings. Ferguson Testimony. When Ms. Franklin recruited Ms. Nakata in February 2015, Ms. Franklin said that Onit consultants would be required to work on campus one day a week to collaborate, share, assist one another, and to support Onit's integrated system. Nakata Testimony. Some consultants felt compelled to attend. Nakata Testimony; Ferguson Testimony. Others merely felt encouraged to attend. Hanel Testimony; Ngeth Testimony.
- 4.27. Onit provided a signature block for its consultants to use because Microsoft preferred that practice. Franklin Testimony. Onit preferred that practice as well, but did not require it. Franklin Testimony. Nevertheless, the consultants felt compelled to use Onit's signature block. Hanel Testimony; Nakata Testimony; Ferguson Testimony; Ngeth Testimony; *see* Ex. R, p. 14; *see, e.g.*, Exs. Y and Z. Onit did not discipline consultants who did not use the Onit signature block. Byers Testimony.
- 4.28. Onit provided a virtual phone system so that consultants could avoid publicizing their personal phone numbers. Byers Testimony. Onit did not require its use. Byers Testimony. However, Onit assigned a phone number to each consultant. Ferguson Testimony. This phone number was included in each consultant's signature block. Nakata Testimony. Ms. Nakata felt compelled to use Onit's virtual phone system, and she used it because she had limited minutes on her personal cell phone account. Nakata Testimony. Ms. Singh felt that Onit preferred consultants to use Onit's virtual phone system but she only used it at first. Singh Testimony. Ms. Ferguson used the system at times and used her personal phone number at other times. Ferguson Testimony. Ms. Hanel never used the Onit assigned phone number. Hanel Testimony. Neither did Ms. Ngeth.

Ngeth Testimony. Onit did not discipline consultants who did not use the Onit phone system. Byers Testimony.

- 4.29. Onit never characterized Ms. Nakata to Microsoft as either an employee or an independent contractor – it never came up. Franklin Testimony.
- 4.30. Onit typically asks prospective consultants to submit a profile, which Onit reviews and edits to encourage a client to accept the consultant. Franklin Testimony. Onit asks prospective consultants to shape their profile with that goal in mind. Byers Testimony. Onit typically attaches its name to the profile so that the prospective client knows where the prospective consultant comes from. Byers Testimony.
- 4.31. Onit asked all of its consultants to submit status reports to Ms. Franklin so that she could consolidate them and report to Microsoft on Onit's performance under its contract. Franklin Testimony; Nakata Testimony. Ms. Franklin reviewed the reports before submitting them to Microsoft. Franklin Testimony; Nakata Testimony. Onit's form was the default choice unless the client preferred another form. Franklin Testimony; Byers Testimony. After a time, Microsoft said it did not want status reports and so Onit stopped processing them. Franklin Testimony.
- 4.32. As a contracted vendor, Onit was responsible to work with Microsoft to get credentials for Onit's consultants. Byers Testimony. These credentials gave the person to whom they were issued access to Microsoft's computer network and to its buildings. Byers Testimony; Nakata Testimony. Ms. Nakata's credentials were delayed. Byers Testimony; Nakata Testimony. Ms. Nakata did not get her credentials until May 11, 2017, after working on the project for nearly a month. Nakata Testimony. Until Ms. Nakata received her credentials, she had to depend upon someone else to give her access to Microsoft buildings and she needed to work in either the Onit room or Mr. Boar's office in order to access Microsoft's computer system. Nakata Testimony. Onit had no control over how long Microsoft took to issue credentials to Ms. Nakata. Franklin Testimony.
- 4.33. Onit knew that Microsoft preferred not to be pestered with questions so Onit told its consultants to ask questions first of a team-member, next Ms. Franklin, next Ms. Reynen, and, only after those options were exhausted, the client. Byers Testimony; Ex. 17, p. 25; Ex. R, p. 13.
- 4.34. Microsoft IT required all computers accessing Microsoft's system to be reconfigured for that purpose. Franklin Testimony. Onit had no control over that. Franklin Testimony.

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Worker's opportunity for profit or loss depending

- 4.35. Ms. Nakata had the opportunity to control her hours and make the contract more or less profitable for her. Franklin Testimony; Ex. 17, pp. 1-2.
- 4.36. Ms. Nakata was free to work other jobs at the same time she worked for Onit, except as prohibited by the non-competition clause. Franklin Testimony; Byers Testimony; Ex. 15, p. 3, para. 5. On a couple of occasions, Ms. Nakata implied that she had other clients. Byers Testimony; *see, e.g.*, Ex. 20, p. 9. However, Ms. Nakata did not have other clients when she worked for Onit. Nakata Testimony. Moreover, the number of hours Ms. Nakata worked on the Microsoft project precluded other employment. Nakata Testimony.

Worker's investment in equipment or material

- 4.37. Onit required its consultants to provide their own computers. Nakata Testimony; Christina Singh (Ms. Singh or Singh) Testimony; Hanel Testimony; Ngeth Testimony; Ferguson Testimony. Onit provided no equipment to its consultants. Franklin Testimony; Singh Testimony; Byers Testimony.
- 4.38. Ms. Nakata provided her own laptop computer. Franklin Testimony; Nakata Testimony. That was the only equipment that Ms. Nakata provided. Nakata Testimony.
- 4.39. Onit provided no software or hardware. Franklin Testimony.
- 4.40. Microsoft provided the software. Nakata Testimony.

The degree of skill required for the job

- 4.41. Onit hired skilled professionals. Franklin Testimony.
- 4.42. Ms. Nakata is experienced regarding Microsoft projects because she is a former Microsoft employee/consultant. Franklin Testimony; Byers Testimony.
- 4.43. Ms. Nakata considers herself to be particularly skilled at the work Onit hired her to perform. Ex. 12, p. 4.
- 4.44. Ms. Nakata is experienced in marketing, public relations, communications, and as a business analyst. Nakata Testimony; Ex. 25. However, Ms. Nakata has no formal training and no certifications in any of these disciplines. Nakata Testimony.
- 4.45. Ms. Nakata was a project manager, which required specific skills. Boar Testimony; Ferguson Testimony. A project manager must be skilled and experienced in such things as deadline management, and must have a technical background and a strong training background. Singh Testimony. However, one does not need credentials or specific training to be a project manager. Nakata Testimony.

Degree of permanence of the working relationship

- 4.46. Onit and Ms. Nakata executed an Independent Contractor Agreement. Franklin Testimony; Ex. 15, pp. 13-14. The contract was for a specific short-term project. Franklin Testimony; Byers Testimony. The S4 project had a specific start and finish. Boar Testimony.
- 4.47. Ms. Nakata's contract started in April 2015 and her last day was June 3, 2015. Franklin Testimony.
- 4.48. Onit terminated the contract on June 3, 2015, alleging that Ms. Nakata breached the contract. Franklin Testimony.
- 4.49. When Onit was recruiting Ms. Nakata, Ms. Franklin told Ms. Nakata that Onit intended to create a repeatable project management process with a team that it could market to Microsoft. Nakata Testimony.

The degree to which the services rendered by the worker are an integral part of the business

- 4.50. Microsoft's purchase order with Onit called for Onit to provide project management support on the S4 project. Boar Testimony.
- 4.51. Onit is a consulting firm and project management is a major component of the consulting services it offers. Hanel Testimony; Nakata Testimony; Ngeth Testimony.
- 4.52. Onit claimed to be expert project managers. Nakata Testimony.
- 4.53. Onit hired Ms. Nakata because of her project management experience, to provide project management consulting services to Microsoft.

5. CONCLUSIONS OF LAW

Based upon the facts above, I make the following conclusions:

Jurisdiction

- 5.1. I have jurisdiction over the persons and subject matter here under Revised Code of Washington (RCW) 49.48.084 and Chapter 34.05 RCW.

The Economic Realities Test

- 5.2. The parties dispute whether Ms. Nakata was an employee of Onit or an independent contractor with Onit. After investigating Ms. Nakata's wage complaint and reviewing the information submitted by Onit and Ms. Nakata, the Department was unable to resolve that dispute. Accordingly, the Department held that there was insufficient evidence to find that Onit violate Washington State wage payment law.

- 5.3. Washington State wage payment law applies only to employees, not to independent contractors. Therefore, if I hold that Ms. Nakata was an employee, I must set aside the Determination of Compliance, and if I hold that Ms. Nakata was an independent contractor, then I must affirm the Determination of Compliance. The characterization of Ms. Nakata's working relationship with Onit is the key.
- 5.4. The wage complaint process is attributed to the Wage Payment Act. *See, generally*, Chapter 49.48 RCW; RCW 49.48.084.
- 5.5. In defining employee and employer, RCW 49.48.084 refers to RCW 49.12.005 for wage requirements expressed in RCW 49.48.010, RCW 49.52.050, and RCW 49.52.060, as is the case here. The definition of employee in RCW 49.12.005 is circular: an employee means an employee employed by the employee's employer. Oddly, RCW 49.48.082 refers to RCW 49.46.010 for the very same wage requirements. The definition of employer in RCW 49.46.010 is also circular: an employer is one who acts in the interests of an employer in relation to an employee. The definition in RCW 49.46.010 of an employee is no better: an individual employed by an employer. None of these statutory definitions pretends to address the dichotomy at issue here: employee vs. independent contractor. Since the statutes are not helpful, I turn to case law for guidance.
- 5.6. Case law distinguishing an employee from an independent contractor generally addresses the issue within the context of the Minimum Wage Act whereas the case here, regarding Ms. Nakata's relationship with Onit, operates within the context of the Wage Payment Act. However, the Minimum Wage Act and the Wage Payment Act are integral and interrelated parts of Washington State wage payment law. Moreover, the Department relies upon the same test regardless of which of the Acts applies to the particular wage claim. In matters where the Department's expertise is in play, a tribunal relies upon that expertise. Given the Department's expertise, given that the Minimum Wage Act and Wage Payment Act are effectively integrated generally into Washington State wage payment law, given that the statutory definitions are valueless as to resolution of the employee / independent contractor dichotomy, I choose to rely upon the only available source of guidance, which is case law, even though much of it operates in the context of the Minimum Wage Act. Moreover, given that the Minimum Wage Act is based on the federal Fair Labor Standards Act of 1938, I can rely upon relevant federal case law as well as Washington State case law. *Anfinson v. FedEx Ground Package System, Inc.*, 174 Wn.2d 851, 868, 281 P.3d, 289 (2012).
- 5.7. The U.S. Supreme Court and all the federal circuits apply the economic realities test. *Anfinson v. FedEx Ground Package System, Inc.*, 159 Wn.App. 35, 37, 244 P.3d 32 (Div. 1 2010), *aff'd*, *Anfinson v. FedEx Ground Package System, Inc.*, 174

Wn.2d 851, 281 P.3d 289 (2012) (citing *Bartels v. Birmingham*, 332 U.S. 136, 67 S.Ct. 1547, 91 L.Ed. 1947 (1947)).

5.8. When determining whether a worker is an employee, the “relevant inquiry is ‘whether, as a matter of economic reality, the worker is economically dependent upon the alleged employer or is instead in business for himself.’ *Hopkins*, 545 F.3d at 343; *see also*, *Schultz*, 466 F.3d at 304; *Brock v. Superior Care, Inc.*, 840 F.2d 1054, 1059 (2d Cir. 1988).” *Anfinson v. FedEx Ground Package System, Inc.*, 174 Wn.2d 851, 871, 281 P.3d 289 (2012).

5.9. “DLI [the Department of Labor and Industries] has substantially adopted the six factor economic realities test used by the majority of federal circuits as the interpretative rubric through which to distinguish employees from independent contractors. DLI is the state agency charged with interpreting and carrying out Washington’s minimum wage laws. We give great weight to an agency’s interpretation of a statute absent a compelling indication that its interpretation conflicts with the legislative intent. The six factors that DLI identifies are:

1. The degree of control that the business has over the worker;
2. The worker’s opportunity for profit or loss depending on the worker’s managerial skill,
3. The worker’s investment in equipment or material,
4. The degree of skill required for the job,
5. The degree of permanence of the working relationship,
6. The degree to which the services rendered by the worker are an integral part of the business.”

Anfinson v. FedEx Ground Package System, Inc., 159 Wn.App. 35, 41-42, 244 P.2d 32 (Div 1. 2010), *aff’d*, *Anfinson v. FedEx Ground Package System, Inc.*, 174 Wn.2d 851, 281 P.3d 289 (2012). Accordingly, I apply these six factors, commonly called the Economic Realities Test, to the case here.

The degree of control that the business has over the worker

5.10. “The first factor considers the nature and degree of the alleged employer’s control as to the manner in which the work is to be performed. ‘Control is only significant when it show an individual exerts such a control over a meaningful part of the business that she stands as a separate economic entity.’” *Scantland v. Jeffry Knight, Inc.*, 721 F.3d 1308, 1317 (11th Cir. 2013) (citation omitted).

5.11. The *Scantland* court found the putative employer to exercise control over the workers such that, as to that factor, the workers were not independent contractors because the putative employer controlled what jobs the workers did, how much

they were paid, the hours and days worked, the daily work schedule, whether they could work for others, and whether they could earn additional income from customers, and the putative employer monitored the quality of their work. *Scantland* at 1315. That court observed that this level of control suggested that the workers were economically dependent upon the putative employer. *Id.* The *Scantland* court held that the workers in that case were employees, not independent contractors.

- 5.12. Another court found that the bandleader, rather than operators of the venues where the band played, was the employer of the band members because the bandleader organized and trained the members, the bandleader selected the members, the bandleader's showmanship determined the success or failure of the band, the bandleader's relationship with the members was permanent whereas the operator's relationship was transient, and the bandleader paid the members wages and other expenses. *Bartels v. Birmingham*, 332 U.S. 126, 132, 67 S.Ct. 1547, 91 L.Ed. 1947 (1947).
- 5.13. Another court found that a nursing referral service exercised control over nurses it referred to clients and observed that "an employer does not need to look over his workers' shoulders every day in order to exercise control", where the nursing referral service made infrequent supervisory visits to the field but, nevertheless, "unequivocally expressed their right to supervise the nurses' work". *Brock v. Superior Care*, 840 F.2d 1054, 1060 (2nd Cir. 1988). The *Brock* court held that the nurses were employees, not independent contractors.
- 5.14. Here, Onit required Ms. Nakata to report her hours even though she was paid flat rate, i.e., the same pay regardless of the hours she worked. Ostensibly, Onit did so to assist Ms. Nakata, intending to discourage Microsoft from taking advantage of Ms. Nakata. Indeed, Ms. Franklin attempted to intercede with Microsoft on Ms. Nakata's behalf. However, Ms. Nakata's hours had to be approved by Ms. Franklin. Ms. Franklin said that her approval was a captive requirement of the system and only a perfunctory step. However, Mr. Byers made a point of telling Ms. Nakata that Ms. Franklin's approval was a prerequisite to payment. If approval was perfunctory, why would he say anything at all about approval? Perhaps Onit mistrusted Ms. Nakata's hours. But that hardly seems relevant given the flat rate arrangement. Further, the contract itself required Ms. Nakata to report her hours. This implies Onit control.
- 5.15. Here, there was cross-over between Ms. Franklin's position as an Onit partner and her role managing communications for the S4 project under Ms. Reynen. Evidently, at least some of the direction that Ms. Franklin provided all consultants, including Onit consultants, was on behalf of and for the benefit of Microsoft. However, Onit initiated the team concept, managed by Onit principals

and standards. Moreover, Onit consultants likely did not distinguish between Ms. Franklin as an Onit partner and Ms. Franklin as a consultant to Microsoft. This implies Onit control.

- 5.16. Here, Onit pressured its consultants to attend Onit meetings, use the Onit room at Microsoft, employ Onit practices and templates, and represent themselves as associates of Onit. This implies Onit control.
- 5.17. Here, Mr. Boar from Microsoft was essentially Ms. Nakata's immediate and daily supervisor in the sense that he determined what he needed her to do. However, those decisions flowed from the scope of work contracted for between Onit and Microsoft before Ms. Nakata was hired. Further, Onit considered Microsoft to be Onit's client and Onit considered Onit to be Ms. Nakata's client. Therefore, I give very little weight to Mr. Boar's role. This implies Onit control.
- 5.18. Here, Ms. Nakata's work was impacted by the delay in obtaining her v-credentials. She was essentially required to work on Microsoft campus until she obtained her credentials. To be sure, ultimately, it was Microsoft that controlled when v-credentials were issued. However, Ms. Nakata had no privilege to pursue that issue on her own. Onit was the link; Onit sought the credentials from Microsoft on Ms. Nakata's behalf. Ms. Nakata was entirely dependent upon Onit to pursue credentials for her. This circumstance is somewhat muted by the fact that Mr. Boar preferred that Ms. Nakata work on campus anyway. This implies Onit control – but only to a limited degree.
- 5.19. Here, consultants felt compelled by Onit to use its signature block. Onit insisted that it was merely parroting Microsoft's preference. That may constitute a good reason for Onit to require consultants to use Onit's signature block. But that does not make it any less a requirement, or any less a requirement from Onit of its consultants. This implies Onit control, regardless of the underlying basis.
- 5.20. Here, Ms. Nakata felt compelled to use Onit's phone system. However, her fellow consultants did not feel so compelled. Moreover, Ms. Nakata used it because she had limited minutes on her personal cell phone. This does not imply Onit control.
- 5.21. Here, Onit required prospective consultants to submit profiles summarizing their skills and experience, which Onit edited before submitting to prospective clients. The record here suggests, regarding the spring/summer S4 project, that Onit did not serve Microsoft as a referral service but rather Onit provided Microsoft Onit's consulting services and that Onit staffed itself. That seems consistent with Onit editing the profiles. It was less selling the individual consultants to whom it had access and more selling the team it could provide. That seems consistent with the evidence in the record here of Onit's marketing. There is nothing improper

about Onit's marketing approach, either as to Microsoft or to the consultants, but it implies Onit control.

5.22. Here, Onit instructed consultants to keep questions in-house rather than pose them to Microsoft associates, unless and until absolutely necessary to do otherwise. To be sure, Onit's motivations were pure: Onit wanted to serve Microsoft and not pester the people it was serving. But good motivations do not distract from this being an exercise of Onit control.

5.23. Onit's control, however essential to its ability to service Microsoft, left consultants very little independence to control their contributions. As far as the work with Microsoft was concerned, Onit exercised control and supervision similar to that which occurred in *Scantland*, *Bartels*, and *Brock* cases referenced above. Therefore, the first factor suggests that Ms. Nakata was an employee of Onit.

The worker's opportunity for profit or loss depending on the worker's managerial skill

5.24. "An individual's ability to earn more by being more technically proficient is unrelated to an individual's ability to earn or lose profit via his managerial skill, and it does not indicate that he operates his own business." *Scantland v. Jeffry Knight, Inc.*, 721 F.3d 1308, 1317 (11th Cir. 2013).

5.25. That court found that the workers were not independent contractors in part because they could sell only the services offered by their employer, and they could not accept other work because of either a flat prohibition or because their schedule (as demanded by the putative employer) prevented such an opportunity. See, *Scantland v. Jeffry Knight, Inc.*, 721 F.3d 1308, 1317 (11th Cir. 2013).

5.26. Another court found that nurses paid hourly by a nursing referral service had no opportunity to control their profit or loss and that this factor favored characterizing their position as employee. *Brock v. Superior Care*, 840 F.2d 1054, 1059-60 (2nd Cir. 1988).

5.27. Here, given that Ms. Nakata was paid flat rate, she could impact her profitability by being efficient in how she managed her time. Further, at least in theory, she could accept other clients, to her economic benefit. Thus, I hold that Ms. Nakata's opportunity for profit or loss was dependent upon her managerial skill. Accordingly, the second factor suggests that Ms. Nakata was an independent contractor.

The worker's investment in equipment or material

5.28. The *Real* court found that the workers' investment in equipment – hoes, shovels, picking carts – was minimal compared to the putative employer's investment in land, heavy machinery, and supplies, particularly since the workers provided primarily physical services, and so the workers appeared to be an integral

part of the putative employer's business rather than being in business for themselves. *Real v. Strawberry Associates, Inc.*, 603 F.2d 748, 755 (9th Cir. 1979).

5.29. Here, Onit invested little or nothing in equipment or material. Ms. Nakata invested in a laptop computer. To be sure, during the Microsoft assignment, that computer evidently could not be used for anything else, but it could be used subsequently without limitation. Apparently, a computer is a basic tool, perhaps the basic tool, to project management consultation. Therefore, I find that Ms. Nakata, and not Onit, invested in equipment or material. Moreover, Ms. Nakata's investment was not a relatively cosmetic investment like the one described in *Real*. Thus, I hold that the third factor suggests that Ms. Nakata was an independent contractor.

The degree of skill required for the job

5.30. One court acknowledged the technical skills of the workers but observed that the putative employer provided the training that developed most of those skills, which suggested that the workers were employees more so than independent contractors. *See, Scantland v. Jeffry Knight, Inc.*, 721 F.3d 1308, 1318 (11th Cir. 2013).

5.31. Another court observed that merely being a skilled worker does not imply one is an independent contractor if he or she does "not exercise significant initiative in locating work opportunities". *Brock v. Superior Care*, 840 F.2d 1054, 1060 (2nd Cir. 1988). That court observed that the nurses in its case had significant technical skills but relied entirely on the nursing referral service to find work, meaning they were employees rather than independent contractors. *Id.*

5.32. Here, Ms. Nakata was experienced in marketing, public relations, communications, and as a business analyst. To be sure, Ms. Nakata developed this experience over time, and not as a result of training or certification. She marketed these skills. They were relevant to her role as a project manager working under the auspices of Onit for Microsoft. Onit hired her specifically in view of her background. She worked at several previous assignments apparently related to this same set of skills. Accordingly, I hold that the fourth factor suggests that Ms. Nakata was an independent contractor.

The degree of permanence of the working relationship

5.33. Where the workers had annual contracts that were renewed automatically and the average duration of employment with the putative employer by active workers at the time of the lawsuit was five years, the workers were economically dependent upon the putative employer, and thus in part for this reason the workers were employees rather than independent contractors. *Scantland v. Knight*, 721 F.3d 1308, 1318-19 (11th Cir. 2013).

5.34. Here, Onit hired Ms. Nakata for a specific job, the spring/summer 2015 S4 project. The S4 project, and the MGX project, both of which were relevant here, recurred, one annually, the other twice a year. The record suggests that Onit had aspirations of developing a relationship with Microsoft that would recur as these projects recycled, and that Onit planned to develop a team Onit would regularly deploy. Perhaps, initially, Onit and Ms. Nakata anticipated a possible long term relationship. But no such relationship was discussed, much less promised or contracted for. Ms. Nakata's relationship with Onit was of far, far less permanence than the one reviewed by the *Scantland* court. Therefore, I hold that the fifth factor suggests that Ms. Nakata was an independent contractor.

The degree to which the services rendered by the worker are an integral part of the business

5.35. One court found that nurses working for a nursing referral service performed services that were "the most integral part" of the nursing referral service's business and that this factor weighed in finding the nurses to be employees rather than independent contractors. *Brock v. Superior Care*, 840 F.2d 1054, 1059-60 (2nd Cir. 1988).

5.36. Onit is a consulting firm emphasizing project management support. Here, that is what Onit contracted to provide Microsoft. Onit hired Ms. Nakata for her project management experience and skills to provide project management consulting services to Microsoft. The *Brock* court found that nurses performing nursing services were an integral part of the nursing referral service's business and so they were employees rather than independent contractors. So it is here with Ms. Nakata and Onit. Thus, I hold that the sixth factor suggests that Ms. Nakata was an employee.

Ms. Nakata was an independent contractor working for Onit

5.37. In sum, four of the factors imply that Ms. Nakata was an independent contractor and two imply that she was an employee. The record suggests that the Department would simply find that a four-to-two analytical result resolves the issue. However, the case law I reviewed holds that one must view the relationship in totality. In other words, one must weigh the factors and not merely count them. The two factors implying that Ms. Nakata was an employee of Onit are "control" and "same business". I give great weight to the "same business" factor because I believe entities typically hire employees rather than independent contractors to deliver the services that are that entity's primary focus. However, I give little weight to the "control" factor because in this instance it is seriously muddled by Ms. Franklin's dual role, supervising in part as an Onit principal and in part as a Microsoft "supervisor". The four factors implying that Ms. Nakata was an independent contractor are "profit/loss", "investment", "skill", and "permanence". I

give little weight to the “investment” factor because the only investment Ms. Nakata made was a laptop computer which she apparently acquired specifically for the Microsoft assignment but which is a generic tool with many uses other than to generate income. Nevertheless, I give great weight to the other three factors. Although circumstances subsequently developed otherwise, when Onit hired Ms. Nakata, it was presumed that she could significantly manage her time and it specifically contemplated that she would work for other clients of her own simultaneously – in other words she had opportunity to manage the “profitability” of her time. In addition, Ms. Nakata marketed her “skills” and Onit recruited her because of her “skills”. Finally, Onit hired Ms. Nakata for a specific project with a distinct beginning and end. Onit may have implied that the relationship might be renewed, but Onit in no manner offered a “permanent” position. Therefore, viewing the Onit-Nakata relationship in totality, I hold that the relationship was that of an independent contractor.

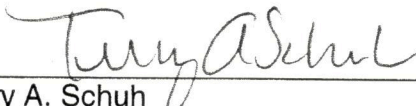
5.38. Accordingly, the Determination of Compliance should be affirmed.

6. INITIAL ORDER

IT IS HEREBY ORDERED THAT:

- 6.1. The Labor and Industries action is AFFIRMED.
- 6.2. The Determination of Compliance is affirmed.
- 6.3. Onit Management Consulting did not violate Washington State wage payment law concerning MeeLin Nakata during the period beginning April 12, 2015, through June 3, 2015.

Issued from Tacoma, Washington on the date of mailing.



Terry A. Schuh
Administrative Law Judge
Office of Administrative Hearings

CERTIFICATE OF SERVICE ATTACHED

APPEAL RIGHTS

PETITION FOR REVIEW

Any party that disputes this Initial Order may file a Petition for Administrative Review with the Director of the Department of Labor and Industries.¹ You may e-mail your Petition for Administrative Review to the Director at directorappeal@lni.wa.gov. You may also mail or deliver your Petition for Administrative Review to the Director at the Department's physical address listed below.

Mailing Address:

Director
Department of Labor and Industries
PO Box 44001
Olympia, WA 98504-4001

Physical Address:

7273 Linderson Way SW
Tumwater, WA 98501

If you e-mail your Petition for Administrative Review, please do not mail or deliver a paper copy to the Director.

Whether you e-mail, mail or deliver the Petition for Administrative Review, the Director *must actually receive* the Petition for Administrative Review during office hours at the Director's office within 30 days of the date this Initial Order was mailed to the parties. You must also provide a copy of your Petition for Administrative Review to the other parties at the same time.

If the Director does not receive a Petition for Administrative Review within 30 days from the date of the Initial Order, the Initial Order shall become final with no further right to appeal.²

If you timely file a Petition for Administrative Review, the Director will conduct an administrative review under chapter 34.05 RCW.

¹ RCW 49.48.084 and RCW 34.05.464.

² RCW 49.48.084 and Chapter 34.05 RCW.

CERTIFICATE OF SERVICE FOR OAH DOCKET NO. 05-2016-LI-00131

I certify that true copies of this document were served from Tacoma, Washington via Consolidated Mail Services upon the following as indicated:

<p>MeeLin Nakata 28104 Northeast 144th St Duval, WA 98019 Appellant – Wage Claimant 91 7199 9991 7037 7502 4577</p>	<p><input checked="" type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Certified Mail, Return Receipt 91 7199 9991 7037 7502 4577 <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>
<p>Sarah Reyneveld Office of the Attorney General 800 Fifth Avenue, Suite 2000 MS:TB-14 Seattle, WA 98104 Agency Representative</p>	<p><input type="checkbox"/> First Class Mail <input type="checkbox"/> Certified Mail, Return Receipt <input type="checkbox"/> Hand Delivery via Messenger <input checked="" type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>
<p>Edward Byers Onit Management Consulting, LLC 2850 Southwest Yancy Street #121 Seattle, WA 98126 Intervenor - Employer 91 7199 9991 7037 7502 4560</p>	<p><input checked="" type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Certified Mail, Return Receipt 91 7199 9991 7037 7502 4560 <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>
<p>Jason Bergevin Holmquist & Gardiner, PLLC 1000 Second Avenue Ste 1770 Seattle, WA 98104 Intervenor Representative 91 7199 9991 7037 7502 4553</p>	<p><input checked="" type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Certified Mail, Return Receipt 91 7199 9991 7037 7502 4553 <input type="checkbox"/> Hand Delivery via Messenger <input type="checkbox"/> Campus Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail</p>

Date: Monday, September 25, 2017

OFFICE OF ADMINISTRATIVE HEARINGS



Ricci Frisk
Legal Assistant 4