

March 30, 2026

TO: Nick Brown
ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division – Consumer Resource Center
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
Tel: 206-464-6684

RE: Steven Rhine
File#: 716468

Dear Mr. Brown:

CAMI Research, Inc. (“CAMI”) submits this response to the complaint filed by Steven Rhine (File No. 716468) concerning CAMI’s alleged obligations under Washington’s Right-to-Repair law, RCW 19.415. CAMI takes this complaint seriously and welcomes the opportunity to provide the relevant facts and applicable law to facilitate its resolution.

I. Background: CAMI’s Products and Markets

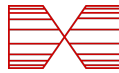
CAMI designs, manufactures, and sells industrial-grade cable and harness test systems exclusively for commercial, industrial, institutional, and government customers. CAMI’s products are precision instruments used in demanding technical environments including aerospace, medical device manufacturing, and defense applications. CAMI does not market, advertise, or sell its products to individual consumers, retail businesses, or entities that resell or distribute products for consumer use.

Mr. Rhine acknowledges in his own complaint that his unit is a CAMI M3U that he acquired through a secondary market channel — not through any direct sale or commercial relationship with CAMI. CAMI has no record of any direct commercial sale to Mr. Rhine. On a prior occasion, CAMI voluntarily provided limited technical assistance to Mr. Rhine as a courtesy, with no obligation to do so and no commercial relationship established.

II. RCW 19.415 Does Not Apply to CAMI’s Products

Washington’s Right-to-Repair Act, RCW 19.415, was enacted to address consumer access to repair information for consumer electronic equipment. As reflected in the statute’s title, definitions, and legislative history, its scope is plainly directed at consumer-facing products — items such as smartphones, laptops, tablets, and similar consumer electronics. CAMI’s industrial test systems do not fall within this category by any reasonable interpretation of the statute.

Mr. Rhine argues that because he uses the M3U tester for “personal purposes,” the device is transformed into a “consumer good” under a use-based classification theory drawn from UCC § 9-102(a)(23). This argument is legally unsound for two independent reasons.



First, the UCC § 9-102(a)(23) defines “consumer goods” as a secured transaction concept — it governs the classification of collateral for purposes of Article 9 financing statements. It does not define the scope of consumer protection statutes such as RCW 19.415. Importing a commercial lending definition into a consumer electronics repair statute requires a textual or legislative hook that does not exist here.

Second, the cases cited by Mr. Rhine (In re: Tucker, In re: McDaniel, Press v. Purks) arise entirely in bankruptcy or personal property law contexts. None of them address Right-to-Repair statutes, manufacturer documentation obligations, or consumer electronics law. They establish no applicable principle governing CAMI’s obligations under RCW 19.415.

CAMI has obtained a legal opinion from outside counsel located in Washington State confirming that RCW 19.415 does not apply to CAMI’s products and that CAMI is not in violation of any Right-to-Repair obligation under Washington law or the law of any other state. To CAMI’s knowledge, similar complaints filed in other jurisdictions have not resulted in any enforcement action.

III. CAMI’s Published Policies Are Clear and Accurate

CAMI has published explicit Right-to-Repair notices on its website and in its Terms and Conditions explaining the nature of its products, its customer base, and the inapplicability of consumer electronics repair statutes to its industrial equipment. These notices reflect CAMI’s good-faith effort to address this issue transparently with regulators and the public. CAMI also provides appropriate documentation, repair support, and replacement parts through its authorized service network for legitimate commercial customers.

IV. Conclusion

CAMI respectfully submits that Mr. Rhine’s complaint is without legal merit. CAMI’s products are industrial instruments, not consumer electronics, and RCW 19.415 does not impose any documentation or repair obligations on CAMI in connection with secondary-market equipment acquired by Mr. Rhine outside of any commercial relationship with CAMI.

CAMI appreciates the Consumer Resource Center’s role as a neutral facilitator and welcomes any further questions the office may have. Should the office wish to review correspondence from CAMI’s legal counsel or any supporting documentation, CAMI is pleased to provide it upon request. Please reference File No. 716468 in any correspondence and direct inquiries to the email address below.

Sincerely yours,

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