BEFORE THE HEARING EXAMINER
CITY OF SEATTLE

In the matter the Appeal of: **BAJA CONCRETE USA CORP., ROBERTO CONTRERAS, NEWWAY FORMING INC., and ANTONIO MACHADO** From a Final Order of the Decision issued by the Director, Seattle Office of Labor Standards	Hearing Examiner File: **No:** LS-21-002 LS-21-003 LS-21-004 APPELLANT ANTONIO MACHADO'S MOTION FOR SUMMARY JUDGMENT AND MOTION FOR EXCLUSION OF EVIDENCE

I. RELIEF REQUESTED

Appellant Antonio Machado moves for summary judgment on the issue of whether he is a joint employer of the named aggrieved workers in the Seattle Office of Labor Standards' (OLS) August 25, 2021, Final Determination and liable for the $2,225,990.30 assessed against Appellants. Appellants are accused of having collectively committed minimum wage violations, wage theft, and paid sick and safe time violations. Mr. Machado also moves for the exclusion of nine witness statements taken by OLS that are inherently unreliable.

As Mr. Machado was an individual worker who was not responsible for the violations alleged in this case, he should not be held jointly and severally liable for over $2.2 million in damages and penalties.

II. STATEMENT OF GROUNDS

A. Newway Forming and Baja USA enter into a subcontracting agreement.

Newway Forming, Inc. is a concrete company here in Seattle that was subcontracted to perform concrete work for worksites at 1120 Denny Way, 707 Terry Avenue, and 2014 Fairview

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Avenue. Newway had its own employees at these worksites and also subcontracted with Baja USA to provide concrete finishing and labor work. Kincaid Decl., Ex. 1 at 22:13-23:10. The subcontracting agreement was negotiated between Joe Rigo of Newway and Carlos Ibarra of Baja. *Id.* at 27:17-28:4; Kincaid Decl., Ex. 2 at 163:6-14. It is this subcontracting agreement between Newway and Baja, and the workers and pay that Baja USA provided under this subcontracting agreement, that are at issue in this appeal.

B. Baja USA and Roberto Contreras employ the Baja USA workers.

Under the subcontracting agreement, Baja USA sent several workers to the three Seattle worksites, including 1120 Denny Way. Kincaid Decl., Ex. 1 at 23:17-25. Baja USA's Superintendent Roberto Soto Contreras supervised these workers.[1] *Id.* at 13:9-14:11. Mr. Contreras would attend morning meetings with Newway and other subcontractors to be informed of where their crew needed to be throughout the day, and he would then work closely with Newway's cement finishing, carpenter, and labor foreman on completing the project. *Id.* at 13:9-14:11. Mr. Contreras would direct the Baja USA workers' day-to-day work activities, set their break times, communicate with Newway's Project Manager regarding the number of workers needed to complete Baja USA's subcontracting obligations and would have the workers send him text messages with their work hours.[2] *Id.* at 24:4-26:3; Kincaid Decl., Ex. 3 at 44:18-45: 15. Baja USA would then issue all the paychecks to these Baja USA workers. Kincaid Decl., Ex. 4. Baja USA would then invoice Newway for its services. Kincaid Decl., Ex. 5.

C. Mr. Machado worked for Newway as a Site Superintendent setting the overall project schedule and doing quality control and safety checks.

Mr. Machado works for Newway. He was the Site Superintendent at the 1120 Denny Way site and reported to the site's Project Manager. Kincaid Decl., Ex. 2 at 15:24-16:7; 33:9-15. Mr. Machado did not work at the Terry Avenue or Fairview sites. *Id.* at 16:8-11.

[1] Baja USA has asserted that Roberto Soto Contreras is an independent contractor they hired rather than their employee; however, this is not a necessary issue to resolve for purposes of this motion.

[2] OLS asserts to have seen these text messages but has never produced them in discovery.

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As a Superintendent Mr. Machado was responsible for setting the schedule of the Denny Way project for Newway and performing safety and quality control spot checks in the field on that worksite. *Id.* at 18:12-25; 21:19-24:9. When scheduling, he would determine how long a particular project would need to take for the day, but he had no role in selecting any of the individuals who were working on this project or determining how long a particular individual worked on that project for the day. *Id.* at 44:8-47:18.[3]

He worked with Newway's cement finishing foreman, carpenter foreman, and labor foreman. *Id.* at 21:4-11. Mr. Machado would report the schedule plus any last-minute changes to Newway's foremen and report to his foremen or the site safety individual any quality control or safety issues he spotted. *Id.* at 21:4-11; 25:19-24; 27-10-19.

Mr. Machado did not direct workers' daily activities, to include Baja USA's workers, as this was not a part of his job description. *Id.* at 25:18-21. Instead, Mr. Machado's foremen would coordinate with Mr. Contreras on the schedule, and Mr. Contreras would direct the Baja USA workers. Kincaid Decl., Ex. 1 at 25:1-21.

Mr. Machado also did not handle any payment or invoice issues with subcontractors, including Baja USA, and he had no knowledge regarding what Baja USA was charging Newway for work performed or what the Baja USA employees were earning. Kincaid Decl., Ex. 2 at 18:14-20; 81:20-83:4. He had no knowledge or involvement in taking any deductions from any of the Baja USA's workers' pay. *Id.* at 101:9-18.

He also had no involvement in the hiring, firing, or discipline of any Baja USA workers nor did he have any authority to do so. *Id.* at 32:20-33:1; 58:18-20; 76-12-77:24; 96:7-19; Kincaid Decl., Ex. 1 at 89:7-12; 90:3-6. He did not know how many Baja USA workers were on the Denny Way site. Kincaid Decl., Ex. 2 at 30:24-31:8. He was also not aware of when Baja USA workers were out sick, as this was not something reported to him. *Id.* at 57:15-23.

[3] In the deposition testimony, the questioner did not clarify whether they were asking about Baja USA workers or Newway workers, but this testimony is important to understanding Mr. Machado's role on the worksite.

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D. OLS begins investigating possible wage and hour violations pertaining to the Baja USA workers.

Sometime in 2020, OLS received complaints from Baja USA workers regarding their paychecks, including deductions taken, and regarding their meal and rest breaks, and paid sick and safe time.

OLS conducted an investigation, during which they anonymously questioned all but one of the Baja USA workers. Kincaid Decl., Ex. 6. These workers were Spanish-speaking, and translators were allegedly used in obtaining some of the statements. *Id.*; Kincaid Decl., Ex. 3 at 202:15-203:2. The OLS investigators would ask the witnesses questions, and then the OLS investigator would dictate the responses; however, these witness statements were not taken under oath, were not signed by the witnesses, and were not reviewed by the witnesses for accuracy. Kincaid Decl., Ex. 3 at 83:1-84:4; Kincaid Decl., Ex. 7 (*See* 30(b)(6) Deposition of City of Seattle via Daron Williams), 79:14-20, 83:21-23, 44:14-46:3, 84:2-9. Further, in conducting the interviews, the OLS investigators made no attempt to follow up with the witnesses to determine whether the information was hearsay, hearsay within hearsay, was observed by the witness, or whether they had any additional evidence to corroborate their responses. Kincaid Decl., Ex. 3, 198:22-201:23.

E. OLS issues a Final Determination finding Machado, Newway, Baja USA, and Roberto Contreras liable for wage and hour violations pertaining to the Baja USA workers.

On August 25, 2021, OLS issued a Final Determination that Mr. Machado, Newway, Baja USA, and Roberto Contreras (collectively referred to as Appellants) violated the Wage Theft Ordinance (SMC 14.20), the Minimum Wage Ordinance (SMC 14.19), and the Paid Sick and Safe Time Ordinance (SMC 14.16). OLS assessed over $2.2 million dollars in damages and penalties against the named parties in this case, including Mr. Machado. Notably, these damages and penalties would consume approximately fourteen years of Mr. Machado's earnings for these violations of which he had zero part in or control over. Kincaid Decl., Ex. 2 at 106:19-107:1.

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F. Mr. Machado now requests the Hearing Examiner find him not liable for the violations or for the damages and penalties assessed.

For these reasons, Mr. Machado requests that summary judgment be entered finding that he is not a joint employer of these workers and that he is not liable for the damages and penalties assessed in the Final Determination.

III. STATEMENT OF ISSUES

1. Is an individual worker, Mr. Machado, responsible for the violations at issue when he had no power or control over the Baja USA workers' pay, breaks, deductions, and paid sick and safe time?

2. Whether the witness statements obtained by OLS are reliable, when they were not under oath, when they were not signed and reviewed by the witnesses for accuracy, and when no information was obtained to assess the credibility of any of the witnesses responses?

IV. EVIDENCE RELIED UPON

Mr. Machado relies on the Declaration of Sara Kincaid in support of this motion, with attached exhibits, and the pleadings and files of record.

V. LEGAL AUTHORITY

A. Motion for Summary Judgment

1. Standard for Summary Judgment

Summary judgment is appropriate if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." CR 56(c).

The moving party bears the initial burden of proving that there is no genuine issue of material fact. *Young v. Key Pharm., Inc.*, 112 Wn.2d 216, 225, 770 P.2d 182 (1989). Once the moving party meets this initial burden, "the non-moving party cannot rely on the allegations made in its pleadings" and "must set forth specific facts showing that there is a genuine issue for trial."

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Id. at 225-26. These specific facts must be shown by affidavits, depositions, interrogatory responses, or other evidence that would be admissible. CR 56(e).

Summary judgment should be granted "if reasonable minds could reach only one conclusion from the evidence presented." *Bostain v. Food Express, Inc.*, 159 Wn.2d 700, 708, 153 P.3d 846 (2007).

2. An individual must exert sufficient control over the employment relationship under the economic dependence test to be an employer, joint or otherwise.

OLS is claiming that Antonio Machado was joint and severally liable with the other Appellants for violation of SMC 14.20 (wage theft ordinance); violation of SMC 14.19 (minimum wage ordinances); SMC 14.16 (Paid Sick and Safe Time Ordinance).

Under each of these ordinances, "Employ" means to suffer or permit to work; "Employee" means any individual employed by an employer; and "Employer" means any individual, partnership, association, corporation, business trust, or any entity, person or group of persons, or a successor thereof, that employs another person and includes any such entity or person acting directly or indirectly in the interest of an employer in relation to an employee (More than one entity may be the "employer" if employment by one employer is not completely disassociated from employment by the other employer). SMC 14.20.010; SMC 14.19.010; SMC 14.16.010.

These ordinances are based on the Washington Minimum Wage Act (WMWA), which in turn looks to the federal Fair Labor Standards Act of 1938 (FLSA) jurisprudence for interpretation. RCW Chapter 49.46 *et seq.*; 29 U.S.C. §§ 201-219; *Becerra Becerra v. Expert Janitorial, LLC*, 181 Wn.2d 186, 195 (2014) (citing *Anfinson v. FedEx Ground Package Sys., Inc.,* 174 Wn.2d 851, 867, 868-69, 281 P.3d 289 (2012)).

At issue in this case is whether Antonio Machado is jointly an Employer with the other Appellants in this case. In determining this, the question is whether Mr. Machado acted directly or indirectly in the interest of an employer in relation to the aggrieved workers the OLS has identified in their final determination. The OLS, however, fails to establish that Mr. Machado acted directly or indirectly in the interest of an employer in relation to these employees.

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Both the FLSA and the WMWA are said to be interpreted broadly to effectuate their remedial purpose. *Lambert v. Ackerley*, 180 F.3d 997, 1011-12 (9th Cir. 1999) (citation omitted), cert. denied, 528 U.S. 1116 (2000); *Anfinson* at 867. However, the US Supreme Court has "rejected this principle as a useful guidepost" in interpreting the federal version of this law as it is a "flawed premise that the FLSA pursues its remedial purpose at all costs." *Encino Motorcars, LLC v. Navarro*, 138 S. Ct. 1134, 1142 (2018) (internal quotation marks and citations omitted). The Act is instead to be given a "fair" interpretation. *Id.*

In determining whether a person or entity is an employer, the Court applies the economic reality test. *Becerra Becerra*, 181 Wn.2d at 196-97; *Torres-Lopez v. May*, 111 F.3d 633, 639 (9th Cir. 1997); *Morgan v. MacDonald*, 41 F.3d 1291, 1292 (9th Cir. 1994), cert. denied, 515 U.S. 1148 (1995). Under this test, the Court considers factors, such as the nature and degree of control of the workers; the degree of supervision, direct or indirect, of the work; the power to determine the pay rates or the methods of payment of the workers; the right, directly or indirectly, to hire, fire, or modify the employment conditions of the workers; and preparation of payroll and the payment of wages. *Becerra Becerra* at 196-97; *Torres-Lopez* at 639-40.

A person acting directly or indirectly in the interest of an employer in relation to an employee means someone who acts on behalf of the Employer in the ordinary sense by hiring, supervising, paying, and managing the worker. *See Falk v. Brennan*, 414 U.S. 190, 192-93, 195 (1973).

> This interpretation is consistent with the "economic reality" test that this court has used in previous FLSA cases to determine whether an individual is an "employer." This **test extends FLSA "employer" liability to individuals who are chief corporate officers of the business, have a significant ownership interest in the business, control significant aspects of the business's day-today functions, and determine employee salaries and make hiring decisions**.

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Diaz v. Longcore, 751 Fed. Appx. 755, 758-59 (2018)(citing *U.S. Dep't of Labor v. Cole Enters., Inc.*, 62 F.3d 775, 778 (6th Cir. 1995); *Fegley v. Higgins*, 19 F.3d 1126, 1131 (6th Cir. 1994); *Dole v. Elliott Travel & Tours, Inc.*, 942 F.2d 962, 965-66 (6th Cir. 1991); *also see Donovan v. Grim Hotel Co.*, 747 F.2d 966, 972 (5th Cir. 1984); *Donovan v. Agnew*, 712 F.2d 1509, 1514 (1st Cir. 1983).

The purpose of the economic reality test is to identify the parties actually responsible for the violation, "without obfuscation by legal fictions applicable in other contexts." *Dole v. Simpson*, 784 F. Supp. 538, 545 (S.D. Ind. 1991). Courts have cautioned that using too broad a definition of "employer" could lead to individuals who had some supervision over the aggrieved employees being liable, but in reality were not the individuals responsible for the violations occurring. *See Agnew* at 1511-14; *Baystate Alternative Staffing v. Herman*, 163 F. 3d 668, 677-78 (1st Cir. 1998). The definition of Employer "[t]aken literally and applied in this context, it would make any supervisory employee, even though without any control over the corporation's payroll, personally liable for the unpaid or deficient wages of other employees." *Id.* Such an interpretation is simply not a fair or reasonable interpretation.

These concepts are further reflected in cases that look at liability for those who have had some supervision over a contractor's employees. For example, in *Moreau* the court considered whether an airline who contracted with a provider to provide services for its flights was a joint employer of the provider's workers. *See Moreau v. Air Fr.*, 356 F. 3d 942 (9th Cir. 2004). The Court found that supervision needed to ensure things such as safety and quality does not lead to Employer liability under the relevant tests. *Id.* at 951. In *Baystate*, the court rejected that a significant factor in the personal liability determination is simply the exercise of control over the "work situation," and instead stated that it was more important whether the individual manager and the director had control over the "purse-strings or made corporate policy about Baystate's

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compensation practices" and remanded the case back to the district court. *Baystate*, 163 F.3d at 678-79.

It is with these principles in mind that we turn to Mr. Machado.

3. Mr. Machado did not exert a sufficient level of control over the Baja USA workers' employment to be considered their employer.

The City of Seattle contends that Mr. Machado exercised sufficient enough control over the Baja USA workers under the aforementioned tests to make him responsible for their unpaid wages. We disagree.

He is not a chief corporate officer of either Newway or Baja USA, did not exercise operational control over significant aspects of either Newway or Baja USA's day-to-day functions, nor is he alleged as having any ownership interest in either company. Mr. Machado was merely an employee of Newway Forming and reported to the site's Project Manager. As a Site Superintendent for the Denny Way project, Mr. Machado was responsible for setting the schedule of the project for Newway and performing safety and quality control spot checks in the field. He did not even work at the other project sites some of the aggrieved Baja USA workers were at, namely the Terry Avenue and Fairview sites. He did not have any involvement or knowledge in how Baja Concrete got involved in the Denny way worksite. He did not even know how many Baja Concrete workers were working on the Denny way worksite.

He also did not direct the Baja USA workers' work. At most he told Newway's foremen the schedule for the day, and then Newway's foremen reported this information on to Baja USA's superintendent so that they could meet their subcontracting obligations. He also reported safety and quality control issues as he saw them on site and reported these issues to the foremen or to the safety manager to handle. Even if we assume he had some limited level of supervision of the Baja USA workers or intervened in some safety and quality control monitoring, this on its own is not sufficient to make him liable.

Most importantly, he did not have control over the Baja USA's workers payment or their employment. He did not have authority or input into hiring or firing Baja USA workers. He did

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not set their meal or rest breaks or make any decisions with regard to them taking leave. In fact, he did not know when these workers were taking leave. He had no authority, made no decisions, and had no involvement in Baja USA's payments of the workers, negotiating or setting the Baja USA's workers' pay, or Newway's payment to Baja USA for any of the work performed under the subcontracting agreement. He did not know what the workers were being paid and had no knowledge of any wage issues. Even had Mr. Machado known about any wage violations, which he maintains he does not, he had no authority to make any decisions about payment of these employees' wages. Finally, he is not alleged as having any knowledge pertaining to any deductions, improper or otherwise, taken from the Baja USA workers' wages.

To hold Mr. Machado liable for any wage violations that may have been committed here, would be to hold him liable for something for which he had no control, authority, or say in and could do nothing to prevent. This runs counter to the basic principles instilled in our justice system and the purpose of the tests applied to these Ordinances, which are to determine the parties actually responsible for the wage violations. In addition, he simply did not have sufficient authority and control over these workers to be considered an Employer. As an economic reality, he had no power to set wages, to ensure wages were being paid correctly, or to make any significant decisions about the Baja USA workers' employment.

B. Motion for the Exclusion of Evidence

Mr. Machado joins Baja USA's and Newway's Motion to Exclude Evidence of the nine witness statements obtained by OLS during their investigation and incorporates their arguments regarding the exclusion of these exhibits by reference. These witness statements were obtained by OLS from Baja USA workers during the course of its investigation and are included as Exhibit 6. Kincaid Decl., Ex. 6.

"Evidence, including hearsay, may be admitted if the Examiner determines that it is relevant to the issue on appeal, comes from a reliable source, and has probative (proving) value. Such evidence is that on which responsible persons would commonly rely in the conduct of their

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important affairs." Hearing Examiner's Rules of Practice and Procedure (HER) 2.17(a). "The Examiner may exclude evidence that is irrelevant, unreliable, immaterial, unduly repetitive, or privileged." HER 2.17(b).

These witness statements have serious reliability issues and should be excluded from evidence in the upcoming hearing.

These witness statements were created by OLS investigators typing out the responses given to them by the witnesses. However, these statements were never provided to these witnesses to review for accuracy and these statements are not signed. These statements were also not provided under oath. OLS then kept the identity of all but one of these witnesses anonymous and heavily redacted information from the witness statements themselves.

Additionally, none of these witnesses have been asked where they obtained any of the information that they reported. When OLS' investigators questioned these witnesses, the OLS failed to ask obvious follow up questions that go to the credibility and reliability of the responses. OLS' investigators did not ask whether the information they reported was hearsay, hearsay within hearsay, whether they observed what they were reporting, or whether they were simply speculating based on circumstances. Williams Dep., 198:22-201:23. Given that Appellants have had no ability to examine these witnesses either at the time these statements were taken, or during discovery, these statements are simply not reliable.

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VI. CONCLUSION

Based on the above arguments, Mr. Machado respectfully requests that the hearing examiner grant his motion for summary judgment, dismiss him from this appeal, and find that he is not a joint employer and not liable for the penalties and damages assessed by OLS.

Signed this 1st day of July 2022.

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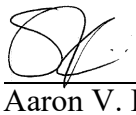

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DECLARATION OF SERVICE

I caused a copy of the foregoing Appellant Machado's Motion for Summary Judgment and Motion for Exclusion of Evidence to be served to the following in the manner indicated:

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On today's date.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct to the best of my belief.

Signed and DATED this 1st day of July 2022 in Seattle, Washington.

s/ Katie Christiansen
Katie Christiansen, Legal Assistant

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Hearing Examiner Vancil

BEFORE THE HEARING EXAMINER
CITY OF SEATTLE

In the matter the Appeal of: **BAJA CONCRETE USA, CORP., ROBERTO CONTERAS, NEWWAY FORMING INC., and ANTONIO MACHADO** from a Final Order of the Decision issued by the Director, Seattle Office of Labor Standards	Hearing Examiner File: No.: LS-21-002 LS-21-003 LS-21-004 [Proposed] ORDER GRANTING APPELLANT ANTONIO MACHADO'S MOTION FOR SUMMARY JUDGMENT AND MOTION FOR EXCLUSION OF EVIDENCE

THIS MATTER comes before the Hearing Examiner on Appellant Antonio Machado's Motion for Summary Judgment and Motion for Exclusion of Evidence. The Hearing Examiner has considered the following materials:

- Appellant Antonio Machado's Motion for Summary Judgment and Motion for Exclusion of Evidence;
- Declaration of Sara A. Kincaid in Support of Appellant Machado's Motion for Summary Judgment and Motion for Exclusion of Evidence, with exhibits one through seven;
- Responses from any other involved parties (if any); and
- Appellant Anthony Machado's Reply (if any).

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Having considered the foregoing, IT IS ORDERED as follows:

Appellant's Motion for Summary Judgment and Motion for Exclusion of Evidence is GRANTED as follows:

SO ORDERED this ____ day of _____, 2022.

_____
Ryan P. Vancil, Hearing Examiner

Presented by:

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_____
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