

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**

Hearing Examiner File:

No: LS-21-002
LS-21-003
LS-21-004

ANTONIO MACHADO'S DECLARATION

From a Final Order of the Decision issued by
the Director, Seattle Office of Labor
Standards

I, Antonio Machado, declare as follows:

1. I am one of the appellants in this action. I am over 18 years of age, am competent to make this declaration, and submit this declaration based upon my personal knowledge.
2. I am an employee of Newway Forming, Inc. During most of the relevant time periods I was employed by Newway as a Superintendent at the 1120 Denny Way worksite in Seattle.
3. I never worked at either the Fairview or Terry Avenue worksites, nor did I have a role in those projects.
4. During the time periods at issue in this appeal, my salary and benefits were all paid by Newway and my first line supervisor was the project manager of Newway, Tom Grant.
5. My job at Newway as a superintendant did not involve hiring, firing, or disciplining anyone. I also did not have a role in determining anyone's pay, in submitting

ANTONIO MACHADO'S DECLARATION

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Seattle, WA 98101
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1 information to payroll, or processing payroll or deductions. I also did not have any role in
2 determining any employment policies or procedures. Thus, I was never involved directly
3 or behind the scenes in any decisions regarding hiring, firing, discipline, or pay.

4 6. I never set break times for any employees, nor did I ever tell anyone not to take a
5 break or to work through a break.

6 7. I did not know when any of the workers paid by Baja Concrete were out of work
7 sick. They did not report this to me, nor did anyone else report to me when any of these
8 workers were out sick.

9 8. I do not know what Roberto Soto Contreras told any of the Baja workers
10 regarding their pay as I was not there for any such comment, but I did not have any
11 arrangement of any kind with Roberto or anyone else to receive any portion of what any
12 workers were paid. I do not recall any times that I had any interaction with Roberto off
13 the worksite. Almost all the interactions I can recall with Roberto were saying "Hello" or
14 something to that effect when I would cross him on site. And once Roberto did pass along
15 repayment money from Carlos Ibarra to me for a loan I made to Carlos, which is attached
16 as **Exhibit 1**. Further, I do not know what any of the workers on Baja's payroll were
17 making and I certainly never made any agreement with anyone to receive any portion of
18 what any workers were making. I also never indicated or suggested that I would accept
19 payment under any such agreement.

20 9. I never threatened to report anyone I worked with to ICE for any reason. And I
21 did not do so in reference to anyone asking about their pay, their sick leave, their breaks,
22 or anything else. I have never overheard any conversations between Roberto Soto
23 Contreras and any workers on site regarding pay or reporting anyone to ICE.

24 10. As I testified in my deposition, my role at the job site was communicating the
25 schedule for the project in the morning to three Newway foreman and communicating
26 any changes in schedule that occurred as needed. Other than that, I walked around the job

1 site monitoring safety and quality control concerns, which I would then communicate to
2 the foremen as needed or potentially our onsite safety person.

3 11. I never gave Roberto Soto Contreras any orders or directions. I did not
4 communicate with Roberto about anything going on at the worksite, including about any
5 of the workers paid by Baja. I also never had any conversations with Roberto about firing
6 anyone, including any of the workers paid by Baja, and I never once communicated with
7 Roberto regarding whether any additional workers were needed. I did not even know how
8 many workers Baja had on site.

9 12. I never told any of the workers on Baja's payroll to mark their employer as
10 Newway on any sign-in sheets for safety meetings, or on any other paperwork.
11

12 I declare under penalty of perjury under the laws of the state of Washington that the
13 foregoing is true and correct.

14 Signed this ____st day of July, 2022 in _____(city),
15 _____(state/province).


16 
17 Antonio Machado
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EXHIBIT 1

BAJA CONCRETE USA CORP

12736 SW 133rd St
Miami, FL, 33186

WELLS FARGO BANK

100181

08/08/2019

PAY TO THE
ORDER OF

Antonio Machado

\$ **4878.00

Four thousand eight hundred seventy-eight and 00/100 ***** DOLLARS

Antonio Machado

3825 164th ST SW
Lynnwood WA 98087

MEMO Receipts Pending

AUTHORIZED SIGNATURE

⑈ 100181⑈ ⑆063107513⑆ 6316119897⑈

100181

PAYER

BAJA CONCRETE USA CORP
6103 St. Albion Way Apt. I-306
Mountlake Terrace WA 98043

Pay Date:

08/08/2019

PAYEE

Antonio Machado
3825 164th ST SW
Lynnwood WA 98087

TOTAL PAY:

\$4,878.00

MEMO:

Receipts Pending

<u>PAY</u>	<u>Current</u>
Reimbursement	4878.00

SUMMARY	Current
Total Pay	\$4,878.00

Total Pay

\$4,878.00

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DECLARATION OF SERVICE

I caused a copy of the foregoing Declaration of Antonio Machado to be served to the following in the manner indicated:

Via Email to:

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Attorneys for Respondents

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 17th day of August 2022 in Seattle, Washington.

s/ Elena Maltos
Elena Maltos, Legal Assistant