

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

KRIS HARDIE & TY BUFANDA, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

BEST PARKING LOT CLEANING INC., a
Washington Corporation,

Defendant.

No. 17-2-27730-4 KNT

DECLARATION OF KRIS HARDIE
IN SUPPORT OF PLAINTIFFS'
MOTION FOR CLASS
CERTIFICATION

I, KRIS HARDIE, declare and say as follows:

1. I make the following declaration based on my own personal knowledge. I am over the age of 18 and am competent to testify on the matters presented in this declaration.

2. I am a named Plaintiff in this action.

3. I worked for BPLC Parking Lot Cleaning Inc. (hereafter "BPLC") as a driver from around 2009 until 2011. I then left the employ of BPLC and returned from July 2013 to August 2015. I primarily worked for BPLC in King County, including the City of Seattle.

4. While working for BPLC, I was a resident of Washington State. I currently live in Auburn, WA.

5. During my employment with BPLC, I was paid on an hourly basis. I worked on both prevailing wage jobs and non-prevailing wage jobs.

6. While working prevailing wage jobs, BPLC often did not pay me properly. BPLC would average my prevailing wage rates as if I were working equally in two counties, even though that did not reflect my actual time spent working in and across counties.

7. BPLC also misclassified me as a “Truck Driver – Other” even though I drove street sweepers and other large vehicles for public works construction projects, work to which the “Truck Driver – Other” classification does not apply. Because of this misclassification, I was paid less than I would have if I were correctly classified as an operating engineer.

8. When I worked for BPLC, the company would typically send me a work assignment the night before a shift. This work assignment informed me of the location and time of my next assignment. BPLC expected me to arrive at the company’s facility in Puyallup with enough time to prepare for the job before heading out. I was expected to clock in at the beginning of my shift and out at the end of my shift.

9. Every day as a driver employee, I was required to perform a pre-trip and post-trip inspection to ensure the truck and equipment were safe and operable, and to prepare for the job. BPLC would compensate me for 15 minutes (.25 hours) per inspection, but these inspections often required more than 15 minutes to complete. BPLC deducted my time over 15 minutes that I reported conducting pre-trip and post-trip inspections. Attached as **Exhibit A** is a true and correct copy of my driver sheet from March 26, 2015, showing that BPLC reduced my time worked on pre-op and post-op inspections.

10. I would frequently fill up my truck with water on my way to a prevailing wage job site. However, BPLC did not pay my prevailing wage for that time spent driving the rest of

the way to the prevailing wage job site. Instead, BPLC paid me at a regular travel time even though I had a load in the truck and was doing work for the public work project.

11. BPLC did not provide me with 10 minute rest breaks. I understand that under Washington law, I am entitled to an uninterrupted 10 minute rest break for every four hours of work where I am relieved of all my work related duties. Throughout my time working at BPLC, for every four hours that I worked I almost never took any rest breaks.

12. BPLC made no effort to arrange my schedule to ensure that I received a paid rest break of at least ten minutes for every four hours that I worked. BPLC failed to instruct me to take proper rest breaks at all during my employment. Moreover, I do not believe that BPLC paid me extra compensation for my missed rest breaks. There is no policy or procedure in place for me to inform BPLC of missed rest breaks.

13. BPLC also did not provide me with proper meal breaks. I was frequently required to end meal breaks early due to the nature of my work or often I was unable to take one at all. There is no policy or procedure in place for me to inform BPLC of missed meal breaks.

14. It was my impression that if I worked through my meal break that I would be paid for that time. I do not recall whether BPLC deducted 30 minutes of pay, regardless of whether I worked through those breaks or not.

15. While I was employed at BPLC, the company directed me to sign a document entitled "Annual Overtime 4/10 Agreement." A true and correct copy of this document is attached as **Exhibit B**. When I signed this and other similar "Annual Overtime 4/10 Agreements," there was no indication to which particular public works project the agreement related. These agreements were also not dated.

16. I did not receive a copy of the Employee Handbook signed by BPLC.

Kris Hardie
17. BPLC did not pay me overtime at the prevailing wage rate when I worked over 8 hours in a day on a prevailing wage project. Attached as **Exhibit C** is a true and correct copy of my driver sheet from March 18, 2015, showing that I worked at least 9.5 hours at a prevailing wage jobsite (I-405 expansion). I was not paid overtime for the hours over eight. Attached as **Exhibit D** is a true and correct copy of my timesheet from this week, showing that I was not paid overtime.

18. I am no longer employed at BPLC. I have not been paid all the wages owed to me.

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

EXECUTED at Edmonds, Washington this 22nd day of October, 2018.
[city]

Kris Hardie

Kris Hardie

CASE No: 17-2-27730-4 KNT
DECLARATION OF KRIS HARDIE IN SUPPORT OF PLAINTIFFS' MOTION
FOR CLASS CERTIFICATION
EXHIBIT A: DRIVER SHEET DATED MARCH 26, 2015

CASE No: 17-2-27730-4 KNT
DECLARATION OF KRIS HARDIE IN SUPPORT OF PLAINTIFFS' MOTION
FOR CLASS CERTIFICATION
EXHIBIT B: ANNUAL OVERTIME 4/10 AGREEMENT

ANNUAL OVERTIME 4/10 AGREEMENT

Re: Company Policies

To Best Parking lot Cleaning Inc. Employees

In accordance with RCW 49.28.065, employers may enter into an agreement with their employees to work up to ten hours per day, four days per week, before overtime is paid. Recognizing that there may be days when a full ten hours of work is not available, the remainder of the forty hours may be made up on another work day or days within the same work week. All hours over forty hours will be paid at overtime.

Please sign and return the following:

I understand and accept Best Parking Lot Cleaning's policy to work up to ten hours per day, four days per week, before overtime is paid.

Kris Harou

Employee's printed name

Donna Andrie

Employee's signature

Christina Mader

Employer's signature

Thank you,

Rebecca Craig, President

CASE No: 17-2-27730-4 KNT
DECLARATION OF KRIS HARDIE IN SUPPORT OF PLAINTIFFS' MOTION
FOR CLASS CERTIFICATION
EXHIBIT C: DRIVER SHEET DATED MARCH 18, 2015

CASE No: 17-2-27730-4 KNT
DECLARATION OF KRIS HARDIE IN SUPPORT OF PLAINTIFFS' MOTION
FOR CLASS CERTIFICATION
EXHIBIT D: TIMESHEET

EMPLOYEE WEEKLY TIME SHEET

2015 PAYROLL FROM: 3/15 TO: 3/21 PAYDATE: 3/27

DATE	TIME CLOCK IN	BREAK	TIME CLOCK OUT	ACTUAL TIME	CALC HOURS	TRUCK #	EMPLOYEE REPORTED START TIME	PW JOBS	PW 1	PW 2	PW 3	PW 4	PW 5	PW 6	OTHER VARIOUS RATES	NON-PW JOB	BACKLOG MCH WORK OVER 34RS	TRUCK, BROWNS, ETC RES.	TOTAL	
NAME: KRIS HARDIE 1 - HARK 07/15/13 HIRE DATE BASE PAY RATE = 20.00																				
3/13	?		04:20 PM	#####	#####		8:00 Icon #514305 Algona/Summer, Stewart Rd/				2.00								6.25	8.25 #VALUE!
3/15	09:07 AM		12:19 PM	3:12	3:25		9:30 Flat Iron - Bellevue, I-405 North Creek Parkway (King B46.72 E50.39 L40.77)								3.50				0.75	3.25
3/16	07:55 PM		05:33 AM	9:38	9:75		20:00 Flat Iron - Bothell, I-405 North Creek Parkway (Sno B38.52 E50.39 L40.77)								3.50				1.00	4.50
3/17	07:57 PM		?	#####	#####		20:00 Flat Iron - Bellevue, I-405 North Creek Parkway (King B46.72 E50.39 L40.77)								3.50				3.50	7.00
3/18	06:52 PM		06:57 AM	12:05	12:00		21:00 Flat Iron - Bothell, I-405 North Creek Parkway (Sno B38.52 E50.39 L40.77)								4.75				1.25	4.75
3/18	06:52 PM		06:57 AM	12:05	12:00		18:45 Flat Iron - Bellevue, I-405 North Creek Parkway (King B46.72 E50.39 L40.77)								4.75				0.75	5.50
3/19	08:03 PM		05:41 AM	9:38	9:75		19:45 Flat Iron - Bothell, I-405 North Creek Parkway (Sno B38.52 E50.39 L40.77)								3.50				1.75	6.50
3/19				---	---		20:00 Flat Iron - Bellevue, I-405 North Creek Parkway (King B46.72 E50.39 L40.77)								3.50				1.00	4.50
3/19				---	---		21:00 Flat Iron - Bothell, I-405 North Creek Parkway (Sno B38.52 E50.39 L40.77)								3.50				1.50	5.00
										TOTAL HRS	2.00		15.25		2.50		18.75		53.75	

MISC INCOME	DAILY RATE	#DAYS	TOTAL
VACATION			
HOLIDAY			
FLOAT			
BONUS			
CORRECTION TO GROSS WAGE (NOT GROSS WAGE)			
GROSS PW PAY RATE			30.20
PW FRINGE ADJUSTED PAY RATE			27.26
TOTAL HRS			2.00
GROSS PW PAY RATE			47.91
PW FRINGE ADJUSTED PAY RATE			44.97
TOTAL HRS			15.25
GROSS PW PAY RATE			46.72
PW FRINGE ADJUSTED PAY RATE			43.78

DEDUCTIONS	HOURLY BENEFITS
DRIVER	0.60 PENSION
1,815.37 GROSS WAGE	1.34 MEDICAL
(178.28) FED WH	0.46 VACATION
(109.82) SS	0.54 HOLIDAY
(25.68) MC	*****
(204.67) TOTAL DEDUCTIONS	2.94 PW FRINGE RATE
REIMBURSEMENT	

1,296.92 NET	
145.23 SIMPLE IRA	

WEIGHTED AVG. 32.13 RATE 48.25 REG HOURS 5.50 OT HOURS

HOURS	PAY RATE	AVG HOURLY RATE
BASE >	@ 20.00	32.13
SHOP/MECH >	@ 20.00	
PW 1 >	@ 27.26	
PW 2 >	@ 44.97	
PW 3 >	@ 45.93	
PW 4 >	@ 20.00	
PW 5 >	@ 20.00	
PW 6 >	@ 35.58	
PW 7 >	@ 43.78	
TOTAL HOURS =	53.75	EST PAY
		1,727.10
		667.65
		542.60
		1727.10 + 53.75 =
		32.13
		AVG RATE
		5.50
		48.25
		REG HOURS
		5.50
		OT HOURS
		285.07
		1,815.35
		GROSS
		1,550.27
		REG HOURS
		48.25
		AVG HOURLY RATE
		32.13

EST PAY + TOTAL HRS 1727.10 + 53.75 = 1815.35