

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

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

Plaintiff,

v.

BEST PARKING LOT CLEANING INC., a
Washington Corporation,

Defendants.

NO. 17-2-27730-4 KNT

**DECLARATION OF JEDIDIAH
WILSON**

I, JEDIDIAH WILSON, 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 worked for Best Parking Lot Cleaning INC. (“Best”) as a Street Sweeper Operator from approximately August 21, 2017 to April of 2018.

3. While working for Best, I was a resident of Washington State. I currently live in Tacoma, WA.

4. During my employment with Best, I was paid on an hourly basis. I worked on both prevailing wage jobs in King and Pierce Counties and non-prevailing wage jobs as well. While working prevailing wage jobs, Best often did not pay me properly. Best would average my wage rate for prevailing wage jobs with my lower wage rate for the other jobs that I worked

1 for any given day, thus shorting my prevailing wage pay that I earned. In fact, when working a
2 prevailing wage job at the Port of Seattle, my prevailing wage rate was \$56.25. Even though I
3 was just working on this job, I did not get paid at this rate consistently. Sometimes I was paid at
4 the rate above, and other times I was paid anywhere from \$30-41 an hour.

5 5. Best did not provide me with 10 minute rest breaks on the employer's time. I
6 understand that under Washington law, I am entitled to an uninterrupted 10 minute rest break
7 for every four hours of work where I am relieved of all my work duties. Throughout my time
8 working at Best Parking Lot, I almost never took 10-minute rest breaks for every four hours
9 that I worked.

10 6. Best made no effort to arrange my schedule to ensure that I received a paid rest
11 break of at least ten minutes for each four hours that I worked. Best failed to instruct me to
12 take proper rest breaks during my employment. There is no policy or procedure in place for me
13 to inform Best of missed rest break. Best never paid me extra compensation for my missed rest
14 breaks.

15 7. Rebecca Hamilton asked me to sign a document (Exhibit A) while I was at
16 work. The document stated that I had been taking my rest breaks every four hours and stated
17 that I had been documenting my meal breaks or waiving my right to them. This is false because
18 I had not been taking rest breaks as required by law, nor was I taking meal breaks everyday due
19 to the nature of the job. Ms. Hamilton made me feel compelled to sign this document by her
20 demeanor. I also knew that Best tended to give less work hours to employees that did not
21 cooperate. This compelled me to sign the document despite the invalid statements it contained.
22 I did not feel free to refuse to sign the document without negative repercussions.

23 8. Furthermore, I was not told about the pending lawsuit, nor was I informed of the
24 impact of the document I signed. I was given very brief information regarding my rights to a
25 rest and meal break.

1 9. Best also did not provide me with proper meal breaks. I was frequently required
2 to finish my meal breaks early due to the nature of my work or often not take one at all. There
3 is no policy or procedure in place for me to inform Best of missed meal breaks. In fact, starting
4 the month of February in 2018, Best forced us to report having taken a meal break, even if we
5 hadn't taken one that day. If I did not report having taken a meal break on my driver timesheet
6 because I had not taken a meal break, management would return my timesheet to me in my
7 mailbox and require us to write that we had taken one anyway. I am aware that other employees
8 were also subjected to similar treatment.

9 10. It was my impression that if I worked through my meal break that I would be
10 paid for that time. Best automatically deducted 30 minutes of pay, regardless of whether I
11 worked through those breaks or not.

12 11. Often times, I had a load in my truck going to or from a prevailing wage job site.
13 However, Best did not pay my prevailing wage for that time. Instead best paid me at a regular
14 travel time even though I had a load in the truck.

15 12. Every day, as a sweeping truck employee, I was required to perform a pre-trip
16 and post-trip inspection to ensure the truck was safe and operable and to prepare for the job.
17 Regardless of how long it took, I could only report that the inspections took no longer than 15
18 minutes each. It typically took 25-30 minutes to perform a proper pre-trip inspection and even
19 longer for the post trip inspection since I had to clean out the truck too. I was only paid 15
20 minutes for each pre and post trip inspection. Best failed to pay me for the rest of the time that
21 it took to complete the pre or post trip inspection. According to Best policy, I could be paid all
22 the time it took to complete the pre/post trip inspection only if I got written authorization. That
23 rarely happened. In relation to pre and post trip, almost every week, there would be a
24 discrepancy of at least one to two hours from my reported working time that I kept track of by
25 taking a picture of the driver time sheets that I submitted and the hours that I was paid for.
26 When I would talk to Ms. Debbie, the accountant for Best, she would tell me that she was not

1 calculating our wages based on driver time sheets or the clock in/clock out system that they
2 had, but the GPS records by which they tracked each truck. The GPS records may indicate my
3 location, but they do not indicate that I was not on the job and working.

4 13. While working for Best I would have to fill up my vehicle with water after my
5 pre-trip inspection and there was only one filling station. I would wait in line for approximately
6 15-30 minutes waiting for my turn. It is my understanding that Best would not pay me for this
7 time and sometimes change records to display this time as a break.

8 14. Moreover, on my first day of work, I was not paid for two hours when I was told
9 to show up and fill out paperwork. When I took this up with management and texted Ms.
10 Hamilton about this, she told me that those two hours were not going to be paid for because I
11 was filling out some paperwork for the company and waiting for the truck to come, thus telling
12 me I was not on the job despite being present for the job as directed by Best. At the time, I was
13 waiting for the driver that was supposed to train me and had showed up as requested. It is not
14 my fault that the truck was not there at the time it should have been, yet I was.

15
16 I declare under penalty of perjury under the laws of the State of Washington that the
17 foregoing is true and correct.

18
19 EXECUTED at Tacoma, Washington this 1 day of September, 2018.
20 [city] [month]

21 
22 _____
23 Jedidiah Wilson
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