



**STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES**

***Employment Standards Program***

4310 W 24<sup>th</sup> Ave  
Kennewick, WA 99338

August 30, 2022

Haley Wade  
Wade's Hauling LLC  
haley@wadeshauling.com

**Important: An employee has filed a Worker Rights Complaint against your company**  
Complaint No. 161589

Dear Employer:

I am writing to let you know that we have received a Worker Rights Complaint from Ashlee Reddick. This is to notify you that we are beginning an investigation for the following allegations:

Wages claimed: \$1,885.83

Paid sick leave administrative violation(s) alleged:  Yes  No

**Description of complaint allegations:**

**Unpaid Wages:** The employee alleges she is owed \$1,885.00 for work performed from May 8, 2022 to May 21, 2022. The employee alleges unauthorized deductions for \$1,885.00 for the repayment of a Sign on Bonus and Training and Education.

Copies of documentation from employee

**If you agree with these allegations:**

- Please write a check *made payable to the employee* for the claimed amount, less applicable taxes, and send it to the address above.
- NSF fees must be reimbursed in full and are not subject to withholdings.
- Prepare a statement of earnings for the time period shown above.  
We will mail you a signed release of complaint from the employee if all other disputes in the Worker Rights Complaint form have been resolved.
- *If we requested paid sick leave hours be restored*, please provide a copy of your paid sick leave monthly notification detailing that the hours have been restored and are available for use by the employee.
- *If paid sick leave administrative violations were alleged*, please provide the appropriate records to show that you are in compliance with the paid sick leave laws.
- *Paid Sick Leave administrative violations are separate from any wages owed*. You must correct any verified violations and have them approved by the department or be subject to civil penalties.

**If you do not agree with these allegations:**

Send a written response and any documentation you have that will help us understand your side of this dispute, including:

- Address and telephone number for the employer's point of contact for this complaint.
- Copies of the employee's time records showing hours worked per day and per week.
- Payroll records showing the pay basis, rate or rates of pay, gross wages, tips and service charges, and all deductions for each pay period for the specified period.
- The start date of the employee's employment.
- Agreement, contract, or other document specifying terms for payment of wages, tips, service charges, or paid sick leave.
- Copies of checks (front and back) verifying receipt of payment.
- Other documents you believe may be appropriate for this investigation.

Please send the payment and/or records to my attention at the above address no later than **September 19, 2022**.

**Next steps:**

- It is very important you respond by the above date and provide the records requested.
- If you promptly send the records requested, and it is found you did *not* violate any wage payment requirements under the Wage Payment Act, the paid sick leave laws, or the tips and service charges laws, a legal document called a *Determination of Compliance* will be issued.
- If it is found you owe wages, NSF fee(s), tips, service charges, or paid sick leave, you will be informed. If the complaint is otherwise resolved, no further action will be taken.
- If a violation of the Wage Payment Act, the paid sick leave laws, or the tips and service charges laws occurred, a *Citation and Notice of Assessment* will be issued ordering you to pay amounts found owed plus interest at 1% per month since the date the amounts were originally owed. In certain complaints, a penalty may also be assessed.
- If you *are* cited for violating the Wage Payment Act, paid sick leave, or tips and service charges laws, you will have the right to appeal the citation and request a hearing. The citation will include written appeal instructions.

**IMPORTANT:**

If you are cited, but did not provide the records requested during this investigation, you will not be allowed to use those records in any future hearing in which you may protest the decision, per RCW 49.48.084(6).

A fact sheet with more information about Worker Rights Complaint investigations is enclosed. I hope to hear from you soon to quickly and fairly resolve this complaint with the most complete information you can make available.

Thank you for your patience and cooperation. Please call if you have any questions.

Sincerely,

*Patty Torres*

Patty Torres  
Industrial Relations Agent  
509-735-0103  
TORZ235@lni.wa.gov

Enc.      Worker Rights Complaint Form  
            Copies of documents submitted by employee  
            Wage Payment Act  
            Employer Fact Sheet  
            Employer Answer to Claim for Wages  
            RCW 49.52.050 – To pay agreed wage  
            WAC 296-128-010 – Record keeping provision  
            RCW 49.52.060 – Authorized Withholdings  
            WAC 296-126-025 – Deduction from Final Wages  
            WAC 296-126-028 – Deduction during on-going employment  
            WAC 296-128-830 – Enforcement—Complaints alleging a violation of other rights under  
            chapter 49.46 RCW—Duty of department to investigate—Citations—Civil penalties

cc:      Ashlee Reddick

*Employer Information for a Worker Rights Complaint*

**What are your rights when a current or former employee files a Worker Rights Complaint with the Department of Labor and Industries (L&I)? What happens next?:**

**You have important responsibilities and rights that will need your attention.**

- Please stay in touch with us because we will need information from you about the claim. Please return our phone calls or respond in writing to our letters.
- If you move, be sure to let us know your new address and phone number.
- If you pay the employee directly, be sure to let us know and provide proof of payment so we can close the wage complaint.

**What happens when a worker files a wage complaint with L&I against your business?**

- When we receive a written wage complaint from a current or former employee, the law requires L&I to investigate and determine whether or not the employer owes wages. Our first step is to let you know that the employee has filed the complaint, the name of the employee, and the reason given for filing it.

**What are the next steps in the investigation?**

- An L&I investigator will contact you by phone or letter or both because we need to get your side of the complaint. We will need to hear from you.
- If you do not agree with the amount claimed, we will ask you to explain in writing why you do not believe you owe that amount and ask you to send us records or other documents that support your side. The investigation will proceed until the investigator concludes whether the complaint is valid.
- If you believe that you owe the amount claimed, send a check or money order *made out to the employee* to the investigator who is working with you. We will get the payment to the employee. We will also send you a copy of a form signed by the employee that releases you from any further obligation to pay wages for the time period in the complaint.
- If the amount owed is for incurred NSF fees, they must be reimbursed in full and are not subject to withholdings.
- If you pay the amount the employee says you owe, the investigation will be closed as otherwise resolved with no further action or formal determination by L&I.

**What happens if the evidence shows that you did *not* violate the Wage Payment Act as the employee alleged?**

- We will issue a formal determination to you stating that you did not violate the wage law(s) as alleged and send it to both you and the employee. This document is called a Determination of Compliance.
- The employee has 30 days to appeal. Although employees typically appeal, you also have this right.
- Unlike a citation, the employee will not be able to “opt out” of L&I’s administrative process if L&I

issues a determination that you did not violate a wage payment requirement.

- You may use L&I's Determination of Compliance in a private lawsuit to say that the employer does not owe any further wages.

### **What happens if you do not respond or the evidence shows that you do owe the amount claimed?**

- If you did not respond to L&I during the investigation or you owe the amount claimed and you do not agree to pay, the law requires that we issue a formal determination, called a Citation and Notice of Assessment (NOA) to you.
- If you had records or documents that the investigator requested during the investigation that you did not provide within a reasonable time, the law will not allow you to use those records or documents as a defense in an appeal hearing.

### **What can you do if you receive a Citation and Notice of Assessment?**

- **You may appeal:** Either you or the employee may appeal an NOA in writing within 30 days. (Instructions are provided in the NOA.)  
*or*
- **You may pay:** If you send payment of the wages, interest, and fees owed to L&I within 10 days of the date on the NOA, any penalty would automatically be waived. L&I may also waive a penalty if it finds you paid all wages and fees owed to the employee. If the employee accepts your payment, the claim is satisfied and the employee cannot later file a lawsuit for the same wages and fees.

### **What happens if you do not pay or appeal?**

- If you do not pay or appeal, the Citation and Notice of Assessment becomes final and binding after 30 days. The L&I Collection Unit will take over the case.

### **What happens if an employee withdraws the wage complaint?**

- At any time during the investigation until an NOA is issued, an employee can withdraw the complaint by informing L&I of that decision. The wage complaint is considered otherwise resolved and no formal determination is issued.
- If an NOA is issued, an employee may withdraw the complaint or "opt out" of further L&I action. The employee must send written notice to L&I of the decision to opt out within 10 business days of the issuance of the NOA. The NOA is then vacated and the citation, findings or settlement offered by the employer are not admissible in a court action. If the employee does not opt out within this period, the employee cannot opt out later to take private legal action.

### **After a Citation and Notice of Assessment is issued, can you contact L&I to give evidence or information that might have changed the outcome of the investigation?**

- No. The law does not allow L&I to reconsider an investigation after it issues an NOA. You need to appeal the NOA.

### **How long will the investigation take?**

- L&I tries to resolve complaints as quickly as possible. It may take up to 60 days, but if we need more time, we will send both you and the employee a letter explaining why.

### **How far back can employees file wage complaints against my business?**

- Generally within three years from the pay day when unpaid wages were owed to the employee. This is known as "statute of limitations". L&I can issue a citation only for wages owed in the last three years from the pay day when the wages were owed. There is no guarantee that L&I will be

able to reach a decision before the three-year limitation period expires if a complaint is filed close to the end of this period.

**We recommend that you save this document for your records**



L&I provides free language assistance services in your language of preference. Please call the phone number in the enclosed letter if you need assistance.

**Bosnian:** L&I (Ministarstvo rada i industrije) pruža besplatnu jezičku pomoć na vašem jeziku ili jeziku koji želite. Ako vam je potrebna dodatna pomoć, pozovite na broj telefona naveden u priloženom pismu.

**Chinese (Simplified):** L&I (劳工与工业部) 提供您偏好语言的免费语言协助服务。如果您需要援助，请致电随附信函中的电话号码。

**Chinese (Traditional):** L&I (勞工與工業部) 提供您偏好語言的免費語言協助服務。如果您需要援助，請致電隨附信函中的電話號碼。

**Cambodian:** L&I (នាយកដ្ឋានពលកម្មនិងឧស្សាហកម្ម) ផ្តល់ជូនសេវាកម្មជំនួយផ្នែកភាសាទៅតាមតម្រូវការរបស់អ្នក។ សូមទំនាក់ទំនងទៅកាន់លេខទូរស័ព្ទដែលមាននៅក្នុងលិខិតដែលបានភ្ជាប់មកជាមួយនេះ: ប្រសិនបើអ្នកត្រូវការជំនួយ។

**Korean:** L&I(노동산업부)는 귀하가 선호하는 언어로 언어 지원 서비스를 무료로 제공해 드리고 있습니다. 도움이 필요하시다면 동봉된 서신의 전화번호로 문의해주세요.

**Russian:** L&I (Департамент труда и промышленности) предоставляет бесплатные языковые услуги на предпочитаемом вами языке. Если вам нужна помощь, позвоните по номеру, указанному в прилагаемом письме.

**Somali:** L&I (Waaxda Shaqada iyo Shirkadu) waxay bixisaa adeegyo cawimaad luuqadeed ah oo bilaash ah ahna luuqaddii aad doorbideyso. Fadlan wac nambarka taleefonka ee ku lifaaqan warqadda haddii aad u baahan tahay caawinaad.

**Spanish:** L&I (Departamento de Labor e Industrias) tiene servicios gratuitos de asistencia en su idioma de preferencia. Llame al número de teléfono que se encuentra en la carta adjunta si necesita ayuda.

**Swahili:** L&I (Kazi & Kampuni) inatoa huduma za lugha bila malipo kwa lugha unayopendelea. Tafadhali piga nambari ya simu iliyo katika barua iliyoambatishwa ikiwa unahitaji usaidizi.

**Tagalog:** Nagbibigay ang L&I (Departamento ng Paggawa at Mga Industriya) ng mga libreng serbisyo sa tulong sa wika sa wikang gusto mo. Tumawag sa numero ng telepono sa nakalakip na liham kung kailangan mo ng tulong.

**Ukrainian:** L&I (Управління праці й промисловості) надає безкоштовні послуги мовної допомоги на бажаній для вас мові. Якщо вам потрібна допомога, зателефонуйте за номером, який указано в доданому листі.

**Vietnamese:** L&I (Sở Lao Động và Công Nghiệp) cung cấp các dịch vụ hỗ trợ ngôn ngữ miễn phí bằng ngôn ngữ ưu tiên của quý vị. Vui lòng gọi số điện thoại trong thư đính kèm nếu quý vị cần hỗ trợ.

State of Washington  
 Department of Labor & Industries  
 Employment Standard Program – Telephone 360-902-5316  
 PO Box 44510, Olympia, WA 98504-4540

## Worker Rights Complaint Form

<b>For L&amp;I Staff Only</b>			
Complaint Id 161589	File Date 7/12/2022	Complaint Type Wage Claim	Form Status Assigned to Agent
Agent Name Patty Torres	Agent Received Date 7/15/2022	Service Location Name Kennewick	
Assigned Region Name Region 5		Created By Maria Martinez	

<b>A: Worker Information</b>			
Language Preference (check one)			
<input checked="" type="radio"/> English <input type="radio"/> Spanish <input type="radio"/> Russian <input type="radio"/> Korean <input type="radio"/> Chinese <input type="radio"/> Vietnamese <input type="radio"/> Laotian <input type="radio"/> Cambodian <input type="radio"/> Other			
<input style="width: 100%;" type="text"/>			
Salutation	First Name* Ashlee Last	Middle Initial <input style="width: 50px;" type="text"/>	
<input style="width: 100%;" type="text"/>	Name* Reddick		
Social Security# <input style="width: 30px;" type="text"/> - <input style="width: 30px;" type="text"/> - <input style="width: 30px;" type="text"/>	Home phone#* <input style="width: 30px;" type="text"/> - <input style="width: 30px;" type="text"/> - <input style="width: 30px;" type="text"/>	Your cell phone#* 509 - <input style="width: 30px;" type="text"/> - <input style="width: 30px;" type="text"/> 387 - 5084	
Home Address 1		Home Address 2	
<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text"/>	
City Quincy	State WA	Zip Code 98848	
Email Address Lillyanna1226@gmail.com	Complaint is for this period: From 5/16/2022 To 5/20/2022		
Date you began work with this employer 11/29/2021			
If not still employed with this company what was your last day? 5/20/2022			
Are you still employed with this company?		Reason for leaving job	
<input type="radio"/> Yes <input checked="" type="radio"/> No		<input type="radio"/> Don't Know <input type="radio"/> Laid Off <input type="radio"/> Quit <input type="radio"/> Fired <input type="radio"/> Other	
What kind of work did you do?			



Haul cans to the port

## B: Employer Information

Name of company\* Wade's Hauling LLC [Find Company](#)

Corporation Name Wade's Hauling LLC

Name of Company Owner, Manager, Supervisor

First Name Jeff Last Name Wade Middle Initial

Company Address 1

2083 Basin St SW

Company Address 2

City Ephrata

State WA

Zip Code 98823

Address where you worked if not at the above address Basin St

City Ephrata

State WA

Zip Code 98823

Company phone#\* 509 - 237 - 7112

Cell phone#\* - -

FAX# - -

E-mail, if known

Type of company

Service

Company UBI#

604527099

NAICS# 484121

Has the company filed for bankruptcy?

Yes  No  Don't know

Is the company still in business?

Yes  No  Don't know

## C: Wage Complaint Information (Skip to Section D if your complaint is not about wages.)

What type of complaint are you filing? (You may check more than one box below)

Final Wages Not Paid

Tell us in detail why are you filing this complaint. You may attach additional sheet if you need more room.

Contract states if employee is terminated bonus and training must be paid back and they took my paycheck and is asking for another over 600 the bonus is iffy but the training should not have to be paid back per the contract

What wages do you believe are owed to you?

Rate of Pay Per (\$) \$300.00 Day

Other Rate of Pay Per (\$)

Wages owed: From 5/8/2022 To 5/21/2022

For how many hours?

Partial Payment Received? (\$)

What pay is owed to you before taxes? (\$) \$1,885.83

Reason employer gave you for not paying you: According to the contract I was told I would not be getting a paycheck but per the contract it says if employee is terminated I quit	
records you attached to support your claim:	
Have you asked your employer for your wages? Yes	If yes, on what dates did you ask? 5/27/2022
When was the scheduled payday for the wages you are claiming? 5/27/2022	
How often are you paid? Weekly	
you have a written employment agreement?	you belong to union? No
Were you paid straight time for overtime hours?	Are overtime hours recorded? No
Did you receive paystub? Yes	you have your paystubs?
Do you have an attorney who filed an action in court to collect these wages? No	
you owe your employer any money? Yes If yes, amount owed. (\$) \$668.00 Written agreement? Yes	
you have any property belonging to the business? No if yes, please list	
Were you under 18 when employed? No if under 18 when started work for this employer, date of birth	
How many other workers were affected?	

## D: Non-Wage Complaint Information

What type of non-wage complaint are you filing?

Other

Tell us in detail why you are filing this complaint.

## E: Alleged Type Of Paid Sick Leave Violation

When did you ask for leave?

How much leave do you have in the bank?

# Paid Training and Education Agreement

This **Paid Training and Education Agreement** (hereinafter referred to as the "Agreement") is entered into as of 10-5-2021 (hereinafter referred to as the "Effective Date") by and between **Wade's Hauling LLC**, with a mailing address of **2083 Basin St SW, Ephrata, WA 98823** (hereinafter referred to as the "Company") and Ashlee Reddick, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the "Employee"), collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

1. **Paid Training and Education.** The Company shall pay for the Training and Education of the Employee a cash payment equal to the full amount of the class and/or classes (hereinafter referred to as the "Paid Training and Education").
2. **Termination.** The Agreement will remain in effect provided that the Employee remains employed with the Company through the Employees first-year anniversary.

The Employee understands that the Sign-On Bonus is forfeited if Employee is no longer in the position of which they were hired through the first-year anniversary Effective Date or if their performance is not satisfactory.

Notwithstanding the forgoing, in the event that the Employee is terminated for cause at any time during their employment period, the Employee shall be obligated to immediately repay to the Company any portion of the Training and Education paid for Employee.

3. **Governing Law.** The Parties agree that this Agreement shall be governed by the laws of Washington.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows.

Authorized Representative: \_\_\_\_\_

Date: 10-6-2021

Employee: \_\_\_\_\_

Date: 10-5-21

**RECEIVED**

AUG 18 2022

Dept of Labor & Industries Moses Lake

EMPLOYEE'S RESPONSE

wc 161589



rachel dubois <rdubois0430@gmail.com>

### Fwd: Paystub for 5.27.22 and Signed Agreement

1 message

**Ashlee Wallace** <lillyanna1226@gmail.com>  
To: Rdubois0430@gmail.com

Mon, Aug 15, 2022 at 8:04 PM

Attachments and email on this one

----- Forwarded message -----

From: **Haley Wade** <haley@wadeshauling.com>  
Date: Thu, May 26, 2022, 9:36 AM  
Subject: Paystub for 5.27.22 and Signed Agreement  
To: Ashlee Reddick <lillyanna1226@gmail.com>

RECEIVED  
AUG 18 2022  
Dept of Labor & Industries Moses Lake

Good Morning,

Please see the attached.

I am sorry to say that you will not be receiving a paycheck this week. Due to an agreement with Wade's Hauling that was signed at time of hire, there is an outstanding balance that is owed. Please contact me with any questions and to set up payment.

Thank you,  
Haley Wade  
Bookkeeper  
**Wade's Hauling LLC**  
2083 Basin St SW  
Ephrata, WA 98823  
Cell-(509)398-0309  
Office-(509)237-7112

 **Ashlee Reddick Pay Stub 5.27.22 and Termination Agreement.pdf**  
555K

EMPLOYEE'S RESPONSE  
WC 161589

Wade's Hauling LLC  
 2083 Basin St SW  
 WA 98823

RECEIVED  
 AUG 18 2022  
 Dept of Labor & Industries Moses Lake

ASHLEE REDDICK  
 215 Central Ave N  
 Quincy, WA 98848

Employee Pay Stub

Check number: DD

Pay Period: 05/08/2022 - 05/14/2022

Pay Date: 05/20/2022

Employee

ASHLEE REDDICK, 215 Central Ave N, Quincy, WA 98848

SSN

\*\*\*-\*\*-9566

Earnings and Hours	Qty	Rate	Current	YTD Amount
Loading Hours	24.00			
Hourly	5.00	20.00	100.00	420.00
TRIP PIECE WAGES	1.00	875.00	875.00	24,965.00
Cares Refund			49.50	49.50
HOURLY SICK				360.00
	29.00		1,024.50	25,794.50
<b>Deductions From Gross</b>			<b>Current</b>	<b>YTD Amount</b>
WAIA Health Trust HSA Employee			-26.06	-26.06
<b>Taxes</b>			<b>Current</b>	<b>YTD Amount</b>
WA - Cares Fund			0.00	-49.50
WA - Paid Fam Med Leave Emp.			-19.20	-113.32
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-98.00	-3,979.00
Social Security Employee			-61.90	-1,597.64
Medicare Employee			-14.47	-373.64
			-193.57	-6,113.10
<b>Adjustments to Net Pay</b>			<b>Current</b>	<b>YTD Amount</b>
L&I EE Trucking 1102-04			-13.59	-359.99
QuickBooks Draw			-791.28	-15,870.46
			-804.87	-16,230.45
<b>Net Pay</b>			<b>0.00</b>	<b>3,424.89</b>

Sick Time	Accrued	Used	Available
Current	0.44	0.00	3.58
YTD	1.00	18.00	
Vacation Time	Accrued	Used	Available
Current	0.48		21.36
YTD			

Non-taxable Company Items	Current	YTD Amount
L&I ER Trucking 1102-04	75.66	1,828.75
WAIA Health Trust Company	78.18	1,641.78

Company Message

please check your vacation hours-If you have any questions contact Haley by 5.31.22

EMPLOYEE'S RESPONSE

WC 161589

Earnings

Use Direct Deposit

ITEM NAME	RATE	HOURS	QUANTITY	CUSTOMER JOB	
Loading Hours		16.00			SICK AVAIL
TRIP PIECE WAGES	350.00		1.00		VACATION AV
HOURLY SICK	20.00	3.58			SICK ACCRU
Hourly Vacation	20.00	21.36			VAC ACCRU
TOTALS		861.33	41.34 hrs		Do not ac

Other Payroll Items

ITEM NAME	RATE	QUANTITY
L&I ER Trucking 1102-04	2.60885	16.00
WAIA Health Trust Company	78.18	
WAIA Health Trust HSA Employee	-26.06	
Sign on & paid education reimbu	-1,350.00	

Employee Summary

ITEM NAME	AMOUNT	How are these items calculated? YTD
Loading Hours	0.00	
HOURLY SICK	79.33	
Hourly Vacation	432.00	
TRIP PIECE WAGES	350.00	
L&I EE Trucking 1102-04	-7.50	
WAIA Health Trust HSAE...	-26.06	
Sign on & paid education r...	-1,350.00	
WA - Cares Fund	0.00	
WA - Paid Fam Med Leave...	-3.78	
Medicare Employee Addl T...	0.00	
<b>Check Amount</b>	<b>-667.91</b>	

Company Summary

ITEM NAME	AMOUNT	QUANTITY	How are these items calculated?
L&I ER Trucking 1102-04	41.74	1,870.49	
WAIA Health Trust Company	78.18	1,719.96	
WA - Employment Admin. ...	0.26	8.00	
Social Security Company	51.79	1,649.43	

Save & Previous

Save & Print

Save & Close

Cancel

Help

Enter net/C

RECEIVED

AUG 18 2022

Dept of Labor & Industries Moses Lake

EMPLOYEE'S RESPONSE

WC 161 589



Washington State Legislature  
<http://leg.wa.gov/>

## Chapter 49.48 RCW Wages-Payment-Collection

### RCW 49.48.082

#### Wage complaints—Definitions.

The definitions in this section apply throughout this section and RCW 49.48.083 through 49.48.086:

- (1) "Citation" means a written determination by the department that a wage payment requirement has been violated.
- (2) "Department" means the department of labor and industries.
- (3) "Determination of compliance" means a written determination by the department that wage payment requirements have not been violated.
- (4) "Director" means the director of the department of labor and industries, or the director's authorized representative.
- (5) "Employee" has the meaning provided in: (a) RCW 49.46.010 for purposes of a wage payment requirement set forth in RCW 49.46.020 or 49.46.130; and (b) RCW 49.12.005 for purposes of a wage payment requirement set forth in RCW 49.48.010, 49.52.050, or 49.52.060.
- (6) "Employer" has the meaning provided in RCW 49.46.010 for purposes of a wage payment requirement set forth in RCW 49.46.020, 49.46.130, 49.48.010, 49.52.050, or 49.52.060.
- (7) "Notice of assessment" means a written notice by the department that, based on a citation, the employer shall pay the amounts assessed under RCW 49.48.083.
- (8) "Repeat willful violator" means any employer that has been the subject of a final and binding citation and notice of assessment for a willful violation of a wage payment requirement within three years of the date of issue of the most recent citation and notice of assessment for a willful violation of a wage payment requirement.
- (9) "Successor" means any person to whom an employer quitting, selling out, exchanging, or disposing of a business sells or otherwise conveys in bulk and not in the ordinary course of the employer's business, more than fifty percent of the property, whether real or personal, tangible or intangible, of the employer's business.
- (10) "Wage" has the meaning provided in RCW 49.46.010.
- (11) "Wage complaint" means a complaint from an employee to the department that asserts that an employer has violated one or more wage payment requirements and that is reduced to writing.
- (12) "Wage payment requirement" means a wage payment requirement set forth in RCW 49.46.020, 49.46.130, 49.48.010, 49.52.050, or 49.52.060, and any related rules adopted by the department.
- (13) "Willful" means a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).

[ 2010 c 42 § 1; 2006 c 89 § 1.]

#### NOTES:

**Reviser's note:** The definitions in this section have been alphabetized pursuant to RCW 1.08.015(2)(k).

**Captions not law—2006 c 89:** "Captions used in this act are not any part of the law." [ 2006 c 89 § 8.]

## RCW 49.48.083

### Wage complaints—Duty of department to investigate—Citations and notices of assessment—Civil penalties.

- (1) If an employee files a wage complaint with the department, the department shall investigate the wage complaint. Unless otherwise resolved, the department shall issue either a citation and notice of assessment or a determination of compliance no later than sixty days after the date on which the department received the wage complaint. The department may extend the time period by providing advance written notice to the employee and the employer setting forth good cause for an extension of the time period and specifying the duration of the extension. The department may not investigate any alleged violation of a wage payment requirement that occurred more than three years before the date that the employee filed the wage complaint. The department shall send the citation and notice of assessment or the determination of compliance to both the employer and the employee by service of process or using a method by which the mailing can be tracked or the delivery can be confirmed to their last known addresses.
- (2) If the department determines that an employer has violated a wage payment requirement and issues to the employer a citation and notice of assessment, the department may order the employer to pay employees all wages owed, including interest of one percent per month on all wages owed, to the employee. The wages and interest owed must be calculated from the first date wages were owed to the employee, except that the department may not order the employer to pay any wages and interest that were owed more than three years before the date the wage complaint was filed with the department.
- (3) If the department determines that the violation of the wage payment requirement was a willful violation, the department also may order the employer to pay the department a civil penalty as specified in (a) of this subsection.
  - (a) A civil penalty for a willful violation of a wage payment requirement shall be not less than one thousand dollars or an amount equal to ten percent of the total amount of unpaid wages, whichever is greater. The maximum civil penalty for a willful violation of a wage payment requirement shall be twenty thousand dollars.
  - (b) The department may not assess a civil penalty if the employer reasonably relied on: (i) A rule related to any wage payment requirement; (ii) a written order, ruling, approval, opinion, advice, determination, or interpretation of the director; or (iii) an interpretive or administrative policy issued by the department and filed with the office of the code reviser. In accordance with the department's retention schedule obligations under chapter 40.14 RCW, the department shall maintain a complete and accurate record of all written orders, rulings, approvals, opinions, advice, determinations, and interpretations for purposes of determining whether an employer is immune from civil penalties under (b)(ii) of this subsection.
  - (c) The department shall waive any civil penalty assessed against an employer under this section if the employer is not a repeat willful violator, and the director determines that the employer has provided payment to the employee of all wages that the department determined that the employer owed to the employee, including interest, within ten business days of the employer's receipt of the citation and notice of assessment from the department.
  - (d) The department may waive or reduce at any time a civil penalty assessed under this section if the director determines that the employer paid all wages and interest owed to an employee.
  - (e) The department shall deposit civil penalties paid under this section in the supplemental pension fund established under RCW 51.44.033.
- (4) Upon payment by an employer, and acceptance by an employee, of all wages and interest assessed by the department in a citation and notice of assessment issued to the employer, the fact of such payment by the employer, and of such acceptance by the employee, shall: (a) Constitute a full and complete satisfaction by the employer of all specific wage payment requirements addressed in the citation and notice of assessment; and (b) bar the employee from initiating or pursuing any court action or other judicial or administrative proceeding based on the specific wage payment requirements addressed in the citation and notice of assessment. The citation and notice of assessment shall include a notification and summary of the specific requirements of this subsection.
- (5) The applicable statute of limitations for civil actions is tolled during the department's investigation of an employee's wage complaint against an employer. For the purposes of this subsection, the department's investigation begins on the date the employee files the wage complaint with the department and ends when: (a) The wage complaint is finally determined through a final and binding citation and notice of assessment or determination of compliance; or (b) the department notifies the employer and the employee in writing that the wage complaint has been otherwise resolved or that the employee has elected to terminate the department's administrative action under RCW 49.48.085.

[ 2011 c 301 § 16; 2010 c 42 § 2; 2006 c 89 § 2.]

#### NOTES:

**Captions not law—2006 c 89:** See note following RCW 49.48.082.

## RCW 49.48.084

### Wage complaints—Administrative appeals.

- (1) A person, firm, or corporation aggrieved by a citation and notice of assessment or a determination of compliance issued by the department under RCW 49.48.083 or the assessment of civil penalty due to a determination of status as a repeat willful violator



may appeal the citation and notice of assessment, the determination of compliance, or the assessment of civil penalty to the director by filing a notice of appeal with the director within thirty days of the department's issuance of the citation and notice of assessment, the determination of compliance, or the assessment of civil penalty. A citation and notice of assessment, a determination of compliance, or an assessment of a civil penalty not appealed within thirty days is final and binding, and not subject to further appeal.

- (2) A notice of appeal filed with the director under this section shall stay the effectiveness of the citation and notice of assessment, the determination of compliance, or the assessment of civil penalty pending final review of the appeal by the director as provided for in chapter 34.05 RCW.
- (3) Upon receipt of a notice of appeal, the director shall assign the hearing to an administrative law judge of the office of administrative hearings to conduct the hearing and issue an initial order. The hearing and review procedures shall be conducted in accordance with chapter 34.05 RCW, and the standard of review by the administrative law judge of an appealed citation and notice of assessment, an appealed determination of compliance, or an appealed assessment of civil penalty shall be de novo. Any party who seeks to challenge an initial order shall file a petition for administrative review with the director within thirty days after service of the initial order. The director shall conduct administrative review in accordance with chapter 34.05 RCW.
- (4) The director shall issue all final orders after appeal of the initial order. The final order of the director is subject to judicial review in accordance with chapter 34.05 RCW.
- (5) Orders that are not appealed within the time period specified in this section and chapter 34.05 RCW are final and binding, and not subject to further appeal.
- (6) An employer who fails to allow adequate inspection of records in an investigation by the department under this chapter within a reasonable time period may not use such records in any appeal under this section to challenge the correctness of any determination by the department of wages owed or penalty assessed.

[ 2010 c 42 § 3; 2006 c 89 § 3.]

**NOTES:**

**Captions not law—2006 c 89:** See note following RCW 49.48.082.

**RCW 49.48.085**

**Wage complaints—Employee termination of administrative action.**

- (1) An employee who has filed a wage complaint with the department may elect to terminate the department's administrative action, thereby preserving any private right of action, by providing written notice to the department within ten business days after the employee's receipt of the department's citation and notice of assessment.
- (2) If the employee elects to terminate the department's administrative action: (a) The department shall immediately discontinue its action against the employer; (b) the department shall vacate a citation and notice of assessment already issued by the department to the employer; and (c) the citation and notice of assessment, and any related findings of fact or conclusions of law by the department, and any payment or offer of payment by the employer of the wages, including interest, assessed by the department in the citation and notice of assessment, shall not be admissible in any court action or other judicial or administrative proceeding.
- (3) Nothing in this section shall be construed to limit or affect: (a) The right of any employee to pursue any judicial, administrative, or other action available with respect to an employer; (b) the right of the department to pursue any judicial, administrative, or other action available with respect to an employee that is identified as a result of a wage complaint; or (c) the right of the department to pursue any judicial, administrative, or other action available with respect to an employer in the absence of a wage complaint. For purposes of this subsection, "employee" means an employee other than an employee who has filed a wage complaint with the department and who thereafter has elected to terminate the department's administrative action as provided in subsection (1) of this section.

[ 2006 c 89 § 4.]

**NOTES:**

**Captions not law—2006 c 89:** See note following RCW 49.48.082.

**RCW 49.48.086**

**Collection procedures.**

- (1) After a final order is issued under RCW 49.48.084, if an employer defaults in the payment of: (a) Any wages determined by the department to be owed to an employee, including interest; or (b) any civil penalty ordered by the department under RCW 49.48.083, the director may file with the clerk of any county within the state a warrant in the amount of the payment plus any

filing fees. The clerk of the county in which the warrant is filed shall immediately designate a superior court cause number for the warrant, and the clerk shall cause to be entered in the judgment docket under the superior court cause number assigned to the warrant, the name of the employer mentioned in the warrant, the amount of payment due on it plus any filing fees, and the date when the warrant was filed. The aggregate amount of the warrant as docketed becomes a lien upon the title to, and interest in, all real and personal property of the employer against whom the warrant is issued, the same as a judgment in a civil case docketed in the office of the clerk. The sheriff shall proceed upon the warrant in all respects and with like effect as prescribed by law with respect to execution or other process issued against rights or property upon judgment in a court of competent jurisdiction. The warrant so docketed is sufficient to support the issuance of writs of garnishment in favor of the state in a manner provided by law in case of judgment, wholly or partially unsatisfied. The clerk of the court is entitled to a filing fee which will be added to the amount of the warrant. A copy of the warrant shall be mailed to the employer within three days of filing with the clerk.

(2) (a) The director may issue to any person, firm, corporation, other entity, municipal corporation, political subdivision of the state, a public corporation, or any agency of the state, a notice and order to withhold and deliver property of any kind when he or she has reason to believe that there is in the possession of the person, firm, corporation, other entity, municipal corporation, political subdivision of the state, public corporation, or agency of the state, property that is or will become due, owing, or belonging to an employer upon whom a notice of assessment has been served by the department for payments or civil penalties due to the department. The effect of a notice and order is continuous from the date the notice and order is first made until the liability out of which the notice and order arose is satisfied or becomes unenforceable because of lapse of time. The department shall release the notice and order when the liability out of which the notice and order arose is satisfied or becomes unenforceable by reason of lapse of time and shall notify the person against whom the notice and order was made that the notice and order has been released.

(b) The notice and order to withhold and deliver must be served by the sheriff of the county or by the sheriff's deputy, by certified mail, return receipt requested, or by the director. A person, firm, corporation, other entity, municipal corporation, political subdivision of the state, public corporation, or agency of the state upon whom service has been made shall answer the notice within twenty days exclusive of the day of service, under oath and in writing, and shall make true answers to the matters inquired of in the notice and order. Upon service of the notice and order, if the party served possesses any property that may be subject to the claim of the department, the party shall promptly deliver the property to the director. The director shall hold the property in trust for application on the employer's indebtedness to the department, or for return without interest, in accordance with a final determination of a petition for review. In the alternative, the party shall furnish a good and sufficient surety bond satisfactory to the director conditioned upon final determination of liability. If a party served and named in the notice fails to answer the notice within the time prescribed in this section, the court may render judgment by default against the party for the full amount claimed by the director in the notice, together with costs. If a notice is served upon an employer and the property subject to it is wages, the employer may assert in the answer all exemptions provided for by chapter 6.27 RCW to which the wage earner is entitled.

(c) As an alternative to the methods of service described in this section, the department may electronically serve a financial institution with a notice and order to withhold and deliver by providing a list of its outstanding warrants, except those for which a payment agreement is in good standing, to the department of revenue. The department of revenue may include the warrants provided by the department in a notice and order to withhold and deliver served under RCW 82.32.235(3). A financial institution that is served with a notice and order to withhold and deliver under this subsection (2)(c) must answer the notice within the time period applicable to service under RCW 82.32.235(3). The department and the department of revenue may adopt rules to implement this subsection (2)(c).

(3) In addition to the procedure for collection of wages owed, including interest, and civil penalties as set forth in this section, the department may recover wages owed, including interest, and civil penalties assessed under RCW 49.48.083 in a civil action brought in a court of competent jurisdiction of the county where the violation is alleged to have occurred.

(4) Whenever any employer quits business, sells out, exchanges, or otherwise disposes of the employer's business or stock of goods, any person who becomes a successor to the business becomes liable for the full amount of any outstanding citation and notice of assessment or penalty against the employer's business under this chapter if, at the time of the conveyance of the business, the successor has: (a) Actual knowledge of the fact and amount of the outstanding citation and notice of assessment or (b) a prompt, reasonable, and effective means of accessing and verifying the fact and amount of the outstanding citation and notice of assessment from the department. If the citation and notice of assessment or penalty is not paid in full by the employer within ten days of the date of the sale, exchange, or disposal, the successor is liable for the payment of the full amount of the citation and notice of assessment or penalty, and payment thereof by the successor must, to the extent thereof, be deemed a payment upon the purchase price. If the payment is greater in amount than the purchase price, the amount of the difference becomes a debt due the successor from the employer.

(5) This section does not affect other collection remedies that are otherwise provided by law.

[ 2014 c 210 § 1; 2010 c 42 § 4; 2006 c 89 § 5.]

**NOTES:**

**Captions not law—2006 c 89:** See note following RCW 49.48.082.

**RCW 49.48.087**

**Rules.**

The director may adopt rules to carry out the purposes of RCW 49.48.082 through 49.48.086.

[ 2006 c 89 § 6.]

**NOTES:**

**Captions not law—2006 c 89:** See note following RCW 49.48.082.

*Employer Information for a Wage Complaint made under the Wage Payment Act*

**What are your rights when a current or former employee files a claim for unpaid wages with L&I? What happens next?**

**You have important responsibilities and rights that will need your attention.**

- Please stay in touch with us because we will need information from you about the claim. Please return our phone calls or respond in writing to our letters.
- If you move, be sure to let us know your new address and phone number.
- If you pay the employee directly, be sure to let us know and provide proof of payment so we can close the wage complaint.

**What happens when a worker files a wage complaint with L&I against your business?**

- When we receive a written wage complaint from a current or former employee, the law requires L&I to investigate and determine whether or not the employer owes wages. Our first step is to let you know that the employee has filed the complaint, the name of the employee, and the reason given for filing it.

**What are the next steps in the investigation?**

- An L&I investigator will contact you by phone or letter or both because we need to get your side of the complaint. We will need to hear from you.
- If you don't agree with the wages claimed, we will ask you to explain in writing why you don't believe you owe the wages and ask you to send us records or other documents that support your side. The investigation will proceed until the investigator concludes whether the complaint is valid.
- If you believe that you owe the wages, send a check or money order *made out to the employee* to the investigator who is working with you. We will get the payment to the employee. We will also send you a copy of a form signed by the employee that releases you from any further obligation to pay wages for the time period in the complaint.
- If you pay the wages the employee says you owe, the investigation will be closed as otherwise resolved with no further action or formal determination by L&I.

**What happens if the evidence shows that you did *not* violate the Wage Payment Act as the employee alleged?**

- We will issue a formal determination to you stating that you did not violate the wage law(s) as alleged and send it to both you and the employee. This document is called a Determination of Compliance.
- The employee has 30 days to appeal. Although employees typically appeal, you also have this right.
- Unlike a citation, the employee will not be able to "opt out" of L&I's administrative process if L&I issues a determination that you did not violate a wage payment requirement.
- You may use L&I's determination of compliance in a private lawsuit to say that the employer does not owe any further wages.

**What happens if you don't respond or the evidence shows that you do owe the wages?**

- If the evidence shows you didn't respond to L&I during the investigation or you owe the wages claimed and you don't agree to pay, the law requires that we issue a formal determination, called a Citation and Notice of Assessment (NOA) to you.

- If you had records or documents that the investigator requested during the investigation that you did not provide within a reasonable time, the law will not allow you to use those records or documents as a defense in an appeal hearing.

### **What can you do if you receive a Citation and Notice of Assessment?**

- **You may appeal:** Either you or the employee may appeal an NOA in writing within 30 days. (Instructions are provided in the NOA.)  
*or*
- **You may pay:** If you send payment of the wages and interest owed to L&I within 10 days of the date on the NOA, any penalty would automatically be waived. L&I may also waive a penalty if it finds you paid all wages owed to the employee. If the employee accepts your payment, the claim is satisfied and the employee cannot later file a lawsuit for the same wages.

### **What happens if you don't pay or appeal?**

- If you don't pay or appeal, the Citation and Notice of Assessment becomes final and binding after 30 days. The L&I Collection Unit will take over the case.

### **What happens if an employee withdraws the wage complaint?**

- At any time during the investigation until an NOA is issued, an employee can withdraw the complaint by informing L&I of that decision. The wage complaint is considered otherwise resolved and no formal determination is issued.
- If an NOA is issued, an employee may withdraw the complaint or “opt out” of further L&I action. The employee must send written notice to L&I of the decision to opt out within 10 business days of the issuance of the NOA. The NOA is then vacated and the citation, findings or settlement offered by the employer aren't admissible in a court action. If the employee doesn't opt out within this period, the employee can't opt out later to take private legal action.

### **After a Citation and Notice of Assessment is issued, can you contact L&I to give evidence or information that might have changed the outcome of the investigation?**

- No. The law does not allow L&I to reconsider an investigation after it issues an NOA. You need to appeal the NOA.

### **How long will the investigation take?**

- L&I tries to resolve complaints as quickly as possible. It may take up to 60 days, but if we need more time, we will send both you and the employee a letter explaining why.

### **How far back can employees file wage complaints against my business?**

- Generally within three years from the pay day when unpaid wages were owed to the employee. This is known as “statute of limitations”. L&I can issue a citation only for wages owed in the last three years from the pay day when the wages were owed. There is no guarantee that L&I will be able to reach a decision before the three-year limitation period expires if a complaint is filed close to the end of this period.

**We recommend that you save this document for your records**



**STATE OF WASHINGTON**  
**DEPARTMENT OF LABOR AND INDUSTRIES**  
*Employment Standards Program*

**EMPLOYER'S ANSWER TO CLAIM FOR WAGES**

You do not need to complete or return this form *if you do not deny the wage claim* and are sending payment of wages for the named employee(s) to L&I. If you are sending payment, make your check payable to the employee(s) in the amount due, less required taxes, and send or bring it to the above address. A pay statement must also be provided with the payment.

*If you deny the wage claim*, complete this form as accurately as possible. You may attach additional statements, written agreements with the employee, evidence, or other documentation regarding this claim.

Claimant's Name: \_\_\_\_\_

Employer's Legal Business Name: \_\_\_\_\_

Doing Business As (DBA) (*If different*): \_\_\_\_\_

Address (*Mailing*): \_\_\_\_\_

Address: (*Work location, if different*): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Owner or employer representative to contact for further information or questions:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Best Time to Call: \_\_\_\_\_ Email: \_\_\_\_\_

Corporation       Partnership       Sole Proprietorship

Employer UBI #: \_\_\_\_\_ Employer's Social Security #: \_\_\_\_\_

Contractor Registration # (if applicable): \_\_\_\_\_

**Name of owner, supervisor or manager responsible for the following:**

- Who was the direct supervisor and/or manager for this employee? \_\_\_\_\_
- Who had the authority to hire or fire this employee? \_\_\_\_\_
- Who was responsible for the scheduling of this employee? \_\_\_\_\_
- Who directed or controlled the daily work of this employee? \_\_\_\_\_
- Who had control over the employee's compensation and/or benefits? \_\_\_\_\_
- Who was responsible for keeping payroll & time keeping records for this employee: \_\_\_\_\_

1. Employees Date of Hire: \_\_\_\_\_

2. Employee's Last Day of Employment if no longer employed: \_\_\_\_\_

**ANSWER TO CLAIM FOR WAGES**

Page 2

3. Reason for termination of employment, was employee  Fired? \_\_\_\_\_  Laid off? \_\_\_\_\_  
Date Date  
 Quit? \_\_\_\_\_  Other? \_\_\_\_\_  
Date Date

4. What is your company's established workweek? (must be 7 consecutive days. i.e, Sunday – Saturday)  
\_\_\_\_\_

5. What are the regular Pay Periods (Identify the pay period with dates)

**Pay Period Dates:**

**Pay Date:**

- Weekly \_\_\_\_\_  
 Bi-weekly \_\_\_\_\_  
 Semi-monthly \_\_\_\_\_  
 Monthly \_\_\_\_\_

6. How was the employee paid?:

- Hourly \$ \_\_\_\_\_  Salary \$ \_\_\_\_\_  
 Piece Rate \$ \_\_\_\_\_  Commission \$ \_\_\_\_\_  
(if paid by commission, provide criteria to be met in order to earn said commission)  
 Other (explain): \_\_\_\_\_

7. Was there a written agreement or contract for wages? If **YES**, please attach a copy to his form.

- YES  NO

8. Number of hours employee worked per day: \_\_\_\_\_

9. Number of hours employee worked per week: \_\_\_\_\_

10. Employee's title or job classification: \_\_\_\_\_

11. List the employee's job duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Does your business owe the claimant wages?  YES  NO

13. If **YES**, what amount is he/she owed? \$ \_\_\_\_\_

14. What is your business's reason(s) for not paying the wages due?: \_\_\_\_\_

15. If you answered **NO** to question #12 and you believe that this employee has been paid in full for all wages owed, **attach copies of time cards or time sheets and payroll records to substantiate your position.** Please attach any other comments you wish to be part of this investigation.

16. Were wages deducted or withheld from the claimant's payroll, other than required taxes and state worker's compensation, or agreed co-payments for medical plans?

- YES  NO

17. If **YES** to question #16, is there a **written** authorization to deduct such money from the claimant's wages?

- YES  NO

18. If you answered **YES** to question #16, please attach a copy of the claimant's authorization agreement to this form.



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**RCW 49.52.050**

**Rebates of wages—False records—Penalty.**

Any employer or officer, vice principal or agent of any employer, whether said employer be in private business or an elected public official, who

- (1) Shall collect or receive from any employee a rebate of any part of wages theretofore paid by such employer to such employee; or
- (2) Willfully and with intent to deprive the employee of any part of his or her wages, shall pay any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract; or
- (3) Shall willfully make or cause another to make any false entry in any employer's books or records purporting to show the payment of more wages to an employee than such employee received; or
- (4) Being an employer or a person charged with the duty of keeping any employer's books or records shall wilfully fail or cause another to fail to show openly and clearly in due course in such employer's books and records any rebate of or deduction from any employee's wages; or
- (5) Shall willfully receive or accept from any employee any false receipt for wages;  
Shall be guilty of a misdemeanor.

[ 2010 c 8 § 12055; 1941 c 72 § 1; 1939 c 195 § 1; Rem. Supp. 1941 § 7612-21.]

**NOTES:**

**Severability—1939 c 195:** "If any section, subsection, sentence or clause of this act shall be adjudged unconstitutional, such adjudication shall not affect the validity of the act as a whole or of any section, subsection, sentence or clause thereof not adjudged unconstitutional." [ 1939 c 195 § 5; RRS § 7612-25.] This applies to RCW 49.52.050 through 49.52.080.





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**WAC 296-128-010**  
**Records required.**

For all employees who are subject to RCW 49.46.020, employers shall be required to keep and preserve payroll or other records containing the following information and data with respect to each and every employee to whom said section of said act applies:

- (1) Name in full, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records. This shall be the same name as that used for Social Security record purposes;
- (2) Home address;
- (3) Occupation in which employed;
- (4) Date of birth if under eighteen;
- (5) Time of day and day of week on which the employee's workweek begins. If the employee is part of a workforce or employed in or by an establishment all of whose workers have a workweek beginning at the same time on the same day, a single notation of the time of the day and beginning day of the workweek for the whole workforce or establishment will suffice. If, however, any employee or group of employees has a workweek beginning and ending at a different time, a separate notation shall then be kept for that employee or group of employees;
- (6) Hours worked each workday and total hours worked each workweek (for purposes of this section, a "workday" shall be any consecutive twenty-four hours);
- (7) Total daily or weekly straight-time earnings or wages; that is, the total earnings or wages due for hours worked during the workday or workweek, including all earnings or wages due during any overtime worked, but exclusive of overtime excess compensation;
- (8) Total overtime excess compensation for the workweek; that is, the excess compensation for overtime worked which amount is over and above all straight-time earnings or wages also earned during overtime worked;
- (9) Total additions to or deductions from wages paid each pay period. Every employer making additions to or deductions from wages shall also maintain a record of the dates, amounts, and nature of the items which make up the total additions and deductions;
- (10) Total wages paid each pay period;
- (11) Date of payment and the pay period covered by payment;
- (12) Paid sick leave accruals each month, and any unused paid sick leave available for use by an employee;
- (13) Paid sick leave reductions each month including, but not limited to: Paid sick leave used by an employee, paid sick leave donated to a co-worker through a shared leave program, or paid sick leave not carried over to the following year ("year" as defined in WAC 296-128-620(6));
- (14) The date of commencement of his or her employment, as defined in WAC 296-128-600(2);
- (15) Employer may use symbols where names or figures are called for so long as such symbols are uniform and defined.

[Statutory Authority: RCW 49.46.810. WSR 17-21-092, § 296-128-010, filed 10/17/17, effective 1/1/18; Regulation 294.7.001 (part), filed 12/30/60.]

[ 2010 c 8 § 12055; 1941 c 72 § 1; 1939 c 195 § 1; Rem. Supp. 1941 § 7612-21.]



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**RCW 49.52.060**

**Authorized withholding.**

The provisions of RCW **49.52.050** shall not make it unlawful for an employer to withhold or divert any portion of an employee's wages when required or empowered so to do by state or federal law or when a deduction has been expressly authorized in writing in advance by the employee for a lawful purpose accruing to the benefit of such employee nor shall the provisions of RCW 49.52.050 make it unlawful for an employer to withhold deductions for medical, surgical, or hospital care or service, pursuant to any rule or regulation: PROVIDED, That the employer derives no financial benefit from such deduction and the same is openly, clearly and in due course recorded in the employer's books.

[ 1939 c 195 § 2; RRS § 7612-22.]

**NOTES:**

Penalty for coercion as to purchase of goods, meals, etc.: **RCW 49.48.020**.

Public employment, payroll deductions: **RCW 41.04.020, 41.04.030, 41.04.035, and 41.04.036**.

Wages to be paid in lawful money or negotiable order, penalty: **RCW 49.48.010**.



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**RCW 49.52.060**

**Authorized withholding.**

The provisions of RCW 49.52.050 shall not make it unlawful for an employer to withhold or divert any portion of an employee's wages when required or empowered so to do by state or federal law or when a deduction has been expressly authorized in writing in advance by the employee for a lawful purpose accruing to the benefit of such employee nor shall the provisions of RCW 49.52.050 make it unlawful for an employer to withhold deductions for medical, surgical, or hospital care or service, pursuant to any rule or regulation: PROVIDED, That the employer derives no financial benefit from such deduction and the same is openly, clearly and in due course recorded in the employer's books.

[ 1939 c 195 § 2; RRS § 7612-22.]

**NOTES:**

Penalty for coercion as to purchase of goods, meals, etc.: RCW 49.48.020.

Public employment, payroll deductions: RCW 41.04.020, 41.04.030, 41.04.035, and 41.04.036.

Wages to be paid in lawful money or negotiable order, penalty: RCW 49.48.010.

**WAC 296-126-028**

**Wage deductions during on-going employment.**

- (1) During an on-going employment relationship, an employer may deduct any portion of an employee's wages below the state minimum wage that is in effect at the time the work is performed if the deduction is for any of the following reasons:
  - (a) Required by state or federal law; or
  - (b) For medical, surgical, or hospital care or service; or  
**Example:** The business paid a worker's medical costs for an injury not related to the employee's job duties and deducted the amount to repay those costs to the employer.
  - (c) To satisfy a court order, judgment, wage attachment, trustee process, bankruptcy proceeding, or payroll deduction notice for child support payments.
- (2) During an on-going employment relationship, an employer may deduct wages when the employee expressly authorizes the deduction in writing and in advance for a lawful purpose for the benefit of the employee. These deductions may reduce the employee's gross wages below the state minimum wage.

**Example 1.** Employee purchase of employer's goods or services: An employee works for a tire store and wants to buy tires from the store. The employee can enter into a written agreement in advance with the employer to buy the tires through a payroll deduction. However, the employer must sell the tires to the employee for the same price or less than it would sell the tires to the customer.

**Example 2.** Employee loan: An employee worked for a hardware store and asked the employer for a loan. The employer loaned the employee money and charged reasonable interest. An agreement with the terms of repaying the loan and interest through payroll deductions was made in writing and in advance between the employer and employee.

**Example 3.** Employee benefits: Deductions have been specifically agreed upon orally or in writing in advance by the employee and employer for monthly pension, medical, dental, or other benefit plans.

**Example 4.** Creditor or third party: An agreement with a creditor or third party to withhold \$400 from the final paycheck for an automobile loan to be paid directly to the employee's financial institution by the employer. The creditor or third party can be the employer of the employee.

- (3) Neither the employer nor any person acting in the interest of the employer can derive any financial profit or benefit from any of the deductions under this regulation.
- (4) For the purposes of this regulation, reasonable interest charged by the employer for a loan or credit extended to the employee is not considered to be of financial benefit to the employer. Note: Employers are advised to check with the United States

Department of Labor, Wage and Hour Division and the Internal Revenue Service regarding application of federal laws on charging interest.

- (5) The employer must identify and record all wage deductions openly and clearly in employee payroll records.

**Helpful information:**

The following are examples of situations when deductions are not allowed from the employee's wages during an on-going employment relationship:

**Example 1.** Customer's bad check or credit card: The amount of a customer's check that is returned for nonsufficient funds when an employee accepts a check in violation of established policies, or if an employee accepts a customer's bad credit card in violation of established policies.

**Example 2.** Shortage from cash register: The amount of a till shortage even when an employee participates in cash accounting at the beginning and end of their shift, has sole access to the cash register, and is short at the end of the shift.

**Example 3.** Customer walks out without paying: An unpaid bill when a customer leaves the restaurant without paying even when an employee is not watching their customers at a restaurant and ignores the fact the customers are finished dining and are ready for their check.

**Example 4.** Damage or loss: The cost for replacing broken glasses when the employee drops a tray of glasses when unloading the dishwasher.

[Statutory Authority: Chapters 49.12, 49.46, 49.48, 49.52 RCW, and RCW 43.22.270. WSR 05-24-019, § 296-126-028, filed 11/29/05, effective 1/1/06.]

**WAC 296-126-025**

**Deductions from final wages.**

- (1) An employer may deduct any portion of an employee's final wages and may reduce the employee's final gross wages below the state minimum wage that is in effect at the time the work is performed, if the deduction is for any of the following:
- (a) Required by state or federal law; or
  - (b) For medical, surgical, or hospital care or service. No deductions may be made for these services if covered under RCW 51.48.050; or
- Example.** During the final pay period, the business paid a worker's medical costs for an injury not related to the employee's job duties and deducted the amount from final wages to repay those costs to the employer.
- (c) To satisfy a court order, judgment, wage attachment, trustee process, bankruptcy proceeding, or payroll deduction notice for child support payments.
- (2) The following deductions must be specifically agreed upon orally or in writing by the employee or employer and may reduce the employee's final gross wages below the state minimum wage that is in effect at the time the work is performed, if the deduction is for any of the following:
- (a) For pension, medical, dental, or other benefit plans when such agreements have been specifically agreed upon orally or in writing in advance by the employee and employer.

**Example 1.** Insurance premium: An employee and employer may have entered into an oral or written agreement in advance for deductions for monthly medical premiums.

**Example 2.** Retirement plan: The employee chose a 401K pension plan and agreed orally or in writing to a payroll deduction for the specified amount to participate in that plan.

- (b) For a payment to a creditor or third party if the employee authorizes it orally or in writing in advance to pay a sum for the benefit of the employee. The creditor or third party can be the employer of the employee.

**Example 1.** Assignment to third party: An employee may request orally or in writing for the employer to withhold four hundred dollars from the final paycheck for an automobile loan to be paid directly to the employee's financial institution by the employer.

**Example 2.** Employee loan: The employer loaned the employee three hundred dollars and charged reasonable interest. A written agreement with the terms of repaying the loan at fifty dollars per pay period through payroll deductions was made in writing and in advance between the employer and employee. The agreement also contained a provision that if the employee left the employer's employment for any reason, any balance due on the loan could be withheld from the final paycheck. Note: Employers are advised to check with the United States Department of Labor, Wage and Hour Division and the Internal Revenue Service regarding application of federal laws on charging interest.

(3) An employer can deduct wages from an employee's final paycheck for the reasons in (a), (b), (c), and (d) of this subsection, but only when these incidents have occurred in the final pay period. An employer may not deduct wages from the final paycheck for incidents that occurred in previous pay periods under (a) through (d) of this subsection. None of the deductions contained in this subsection may reduce the employee's final gross wages below the state minimum wage that is in effect at the time the work is performed.

- (a) For acceptance of a bad check or credit card, if it can be shown that the employee accepted the check or credit card in violation of procedures previously made known to the employee by the employer; or
- (b) For any cash shortage from a cash register, drawer or portable depository provided for that purpose, if it can be shown that the employee has sole access to the cash and has participated in the cash accounting at the beginning of the employee's shift and again at the end of said shift; or
- (c) For any cash shortage, walkout (failure of customer to pay), breakage, or loss of equipment, if it can be shown that the shortage, walkout, breakage or loss was caused by a dishonest or willful act of the employee; or
- (d) Deductions taken due to alleged employee theft are permissible only if it can be shown that the employee's intent was to deprive and that the employer filed a police report.

(4) It is the employer's responsibility to prove the existence of any agreement. Therefore, the department recommends that all agreements, policies, and procedures be in writing and signed by the affected employees.

(5) The employer must identify and record all wage deductions openly and clearly in employee payroll records.

**Helpful information:**

The following are examples of situations when deductions are allowed from the employee's final paycheck:

**Example 1.** Employee purchase of employer's goods or services: An employee worked for a tire store. The employee purchased tires from the store and entered into a written agreement with the employer to deduct an agreed amount each pay period until the debt was paid in full, and the agreement further specified that any remaining balance due at the time of termination could be withheld from the final paycheck. This type of deduction may reduce the employee's wage below the state minimum wage.

**Example 2.** Advance or draw on wages. An employee may obtain an advance or draw on wages. The employer may deduct the advance or draw from the employee's final paycheck. The employer must record the advance or draw in the employee's payroll records. This type of deduction may reduce the employee's wage below the state minimum wage.

**Example 3.** Cost of uniforms: An employee and employer may agree orally or in writing that the employer may deduct the cost of uniforms provided by the employer if the uniforms are not returned by the employee at the time of termination. This type of deduction cannot reduce the employee's wage below the state minimum wage.

**Example 4.** Cash shortages: In a grocery store, the employees and employer agreed orally or in writing that the employer could deduct wages for cash shortages that occurred in the final pay period if the employees had sole access to their cash registers during their shifts and participated in the employer's cash accounting procedures before and after their shifts.



**Employment Standards Program  
January 1, 2006**

**Information on Deductions from Wages  
ER 1-C.2**

**RCW 49.52.060 and WAC 296-126-028 - deductions during on-going employment apply only to currently employed workers:**

During on-going employment, deductions from wages other than applicable taxes may be made only if the deduction accrues to the benefit of the employee and there is a specific written agreement in advance signed by the employee; the employer cannot benefit financially from the deduction. These deductions may reduce the employee's paycheck below the minimum wage.

**Example:** The employee borrowed \$200 from the employer and a written agreement was made and signed by the employee in advance. The agreement specifically permitted a deduction from wages including the terms of the amount to be withheld each pay period, i.e., the entire amount in one payment or a specified amount over an agreed number of paydays until debt is paid. If the agreement establishes deductions during more than one pay period, the agreement may contain a second provision that in the event of discharge or voluntary resignation, the balance due on the debt may be withheld from the employee's final paycheck.

A general policy in a handbook is not considered an agreement. A separate written and signed agreement with the specific terms is required.

**RCW 49.48.010(2) and WAC 296-126-025(1) deductions from final paycheck apply only to payment of wages upon the employee's termination of employment; this law cannot be applied to currently employed workers.**

Deductions from a final paycheck for other than applicable taxes may be legal provided there is an oral or written agreement in place specifying that the employee agrees to such deduction. While oral agreements are lawful, L&I very strongly recommends such agreements are in writing and signed by the employee.

The employer may deduct wages from a final paycheck for the following reasons only if the incidents occur in the final pay period and provided there is an oral or written agreement between employee and employer:

- (1) Damage or loss if it can be shown it was caused by a dishonest or willful act of the employee;
- (2) For violation of an employer established policy regarding acceptance of checks or credit cards or customer walk-outs failing to pay if the policies are made known to employees in advance-such policies should be in writing and acknowledged by the employee by signature or initials; and
- (3) For cash shortages from the cash register when the employee has sole access to such register and participates in cash accounting at beginning and end of shift. These deductions cannot be taken when the employee is still employed, and cannot be saved up from previous pay periods to be withheld from the final paycheck.

Deductions from final wages that are not to the benefit of the employee may not reduce the employee's wages below the minimum wage.

Example - Company Equipment: An agreement in advance of a deduction from wages that if the employee does not return the employer's cell phone, the cost will be withheld from the final paycheck.

Example - Cash Shortages: The employer and employee agree orally or in writing that a deduction for may be made from the final paycheck for shortages in the amount of \$50 from the cash register. The employee must have participated in cash accounting at the beginning and end of each shift, and must have had sole access to the cash register during each shift. The deductions cannot reduce the employee's gross wages below the applicable minimum wage.

Deductions that accrue to the benefit of the employee may reduce the employee's final check below the minimum wage.

Example - Personal Cell Phone Usage: The employer and employee agree that cost incurred for personal cell phone calls made on the employer's cell phone may be deducted from the final paycheck.

If all of the provisions of the applicable statute(s) and/or corresponding rules are not met, no deduction from wages may be made under any circumstance.



Washington State Legislature  
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**WAC 296-126-028**

**Wage deductions during on-going employment.**

- (1) During an on-going employment relationship, an employer may deduct any portion of an employee's wages below the state minimum wage that is in effect at the time the work is performed if the deduction is for any of the following reasons:
  - (a) Required by state or federal law; or
  - (b) For medical, surgical, or hospital care or service; or  
**Example:** The business paid a worker's medical costs for an injury not related to the employee's job duties and deducted the amount to repay those costs to the employer.
  - (c) To satisfy a court order, judgment, wage attachment, trustee process, bankruptcy proceeding, or payroll deduction notice for child support payments.
- (2) During an on-going employment relationship, an employer may deduct wages when the employee expressly authorizes the deduction in writing and in advance for a lawful purpose for the benefit of the employee. These deductions may reduce the employee's gross wages below the state minimum wage.  
**Example 1.** Employee purchase of employer's goods or services: An employee works for a tire store and wants to buy tires from the store. The employee can enter into a written agreement in advance with the employer to buy the tires through a payroll deduction. However, the employer must sell the tires to the employee for the same price or less than it would sell the tires to the customer.  
**Example 2.** Employee loan: An employee worked for a hardware store and asked the employer for a loan. The employer loaned the employee money and charged reasonable interest. An agreement with the terms of repaying the loan and interest through payroll deductions was made in writing and in advance between the employer and employee.  
**Example 3.** Employee benefits: Deductions have been specifically agreed upon orally or in writing in advance by the employee and employer for monthly pension, medical, dental, or other benefit plans.  
**Example 4.** Creditor or third party: An agreement with a creditor or third party to withhold \$400 from the final paycheck for an automobile loan to be paid directly to the employee's financial institution by the employer. The creditor or third party can be the employer of the employee.
- (3) Neither the employer nor any person acting in the interest of the employer can derive any financial profit or benefit from any of the deductions under this regulation.
- (4) For the purposes of this regulation, reasonable interest charged by the employer for a loan or credit extended to the employee is not considered to be of financial benefit to the employer. Note: Employers are advised to check with the United States



Department of Labor, Wage and Hour Division and the Internal Revenue Service regarding application of federal laws on charging interest.

- (5) The employer must identify and record all wage deductions openly and clearly in employee payroll records.

**Helpful information:**

The following are examples of situations when deductions are not allowed from the employee's wages during an on-going employment relationship:

**Example 1.** Customer's bad check or credit card: The amount of a customer's check that is returned for nonsufficient funds when an employee accepts a check in violation of established policies, or if an employee accepts a customer's bad credit card in violation of established policies.

**Example 2.** Shortage from cash register: The amount of a till shortage even when an employee participates in cash accounting at the beginning and end of their shift, has sole access to the cash register, and is short at the end of the shift.

**Example 3.** Customer walks out without paying: An unpaid bill when a customer leaves the restaurant without paying even when an employee is not watching their customers at a restaurant and ignores the fact the customers are finished dining and are ready for their check.

**Example 4.** Damage or loss: The cost for replacing broken glasses when the employee drops a tray of glasses when unloading the dishwasher.



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**RCW 49.48.083**

**Wage complaints—Duty of department to investigate—Citations and notices of assessment—Civil penalties.**

- (1) If an employee files a wage complaint with the department, the department shall investigate the wage complaint. Unless otherwise resolved, the department shall issue either a citation and notice of assessment or a determination of compliance no later than sixty days after the date on which the department received the wage complaint. The department may extend the time period by providing advance written notice to the employee and the employer setting forth good cause for an extension of the time period and specifying the duration of the extension. The department may not investigate any alleged violation of a wage payment requirement that occurred more than three years before the date that the employee filed the wage complaint. The department shall send the citation and notice of assessment or the determination of compliance to both the employer and the employee by service of process or using a method by which the mailing can be tracked or the delivery can be confirmed to their last known addresses.
- (2) If the department determines that an employer has violated a wage payment requirement and issues to the employer a citation and notice of assessment, the department may order the employer to pay employees all wages owed, including interest of one percent per month on all wages owed, to the employee. The wages and interest owed must be calculated from the first date wages were owed to the employee, except that the department may not order the employer to pay any wages and interest that were owed more than three years before the date the wage complaint was filed with the department.
- (3) If the department determines that the violation of the wage payment requirement was a willful violation, the department also may order the employer to pay the department a civil penalty as specified in (a) of this subsection.
  - (a) A civil penalty for a willful violation of a wage payment requirement shall be not less than one thousand dollars or an amount equal to ten percent of the total amount of unpaid wages, whichever is greater. The maximum civil penalty for a willful violation of a wage payment requirement shall be twenty thousand dollars.
  - (b) The department may not assess a civil penalty if the employer reasonably relied on: (i) A rule related to any wage payment requirement; (ii) a written order, ruling, approval, opinion, advice, determination, or interpretation of the director; or (iii) an interpretive or administrative policy issued by the department and filed with the office of the code reviser. In accordance with the department's retention schedule obligations under chapter 40.14 RCW, the department shall maintain a complete and accurate record of all written orders, rulings, approvals, opinions, advice, determinations, and interpretations for purposes of determining whether an employer is immune from civil penalties under (b)(ii) of this subsection.
  - (c) The department shall waive any civil penalty assessed against an employer under this section if the employer is not a repeat willful violator, and the director determines that the employer has provided payment to the employee of all wages that the department determined that the employer owed to the employee, including interest, within ten business days of the employer's receipt of the citation and notice of assessment from the department.
  - (d) The department may waive or reduce at any time a civil penalty assessed under this section if the director determines that the employer paid all wages and interest owed to an employee.
  - (e) The department shall deposit civil penalties paid under this section in the supplemental pension fund established under RCW 51.44.033.
- (4) Upon payment by an employer, and acceptance by an employee, of all wages and interest assessed by the department in a citation and notice of assessment issued to the employer, the fact of such payment by the employer, and of such acceptance by the employee, shall: (a) Constitute a full and complete satisfaction by the employer of all specific wage payment requirements addressed in the citation and notice of assessment; and (b) bar the employee from initiating or pursuing any court action or other judicial or administrative proceeding based on the specific wage payment requirements addressed in the citation and notice of assessment. The citation and notice of assessment shall include a notification and summary of the specific requirements of this subsection.
- (5) The applicable statute of limitations for civil actions is tolled during the department's investigation of an employee's wage complaint against an employer. For the purposes of this subsection, the department's investigation begins on the date the employee files the wage complaint with the department and ends when: (a) The wage complaint is finally determined through a final and binding citation and notice of assessment or determination of compliance; or (b) the department notifies the employer and the employee in writing that the wage complaint has been otherwise resolved or that the employee has elected to terminate the department's administrative action under RCW 49.48.085.

[ 2011 c 301 § 16; 2010 c 42 § 2; 2006 c 89 § 2.]

**NOTES:**

**Captions not law—2006 c 89: See note following RCW 49.48.082.**