

FILED
KING COUNTY, WASHINGTON
SEP 30 2019
DEPARTMENT OF
JUDICIAL ADMINISTRATION

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

TRAVIS ANDREW JACKSON (AKA
TRAVIS ANDREW BURNS),

Defendant.

NO. 19-C-06094-4 SEA

AFFIDAVIT FOR DETERMINATION
OF PROBABLE CAUSE

Kim Triplett-Kolerich, being first duly sworn upon oath deposes and states:

Investigator Training, Experience, and Background:

Your affiant has been employed as an Investigator for the Attorney General's Office (AGO) since September 2014. Since March 2018, I have been a Senior Investigator in the AGO's Financial Crimes Unit (FCU). From September 2014, to February 2018, I was an Investigator in the AGO Medicaid Fraud Control Unit (MFCU).

Prior to joining the AGO, I worked as a Regional Security Manager with Bank of America from 2012, to 2014. There, I became familiar with banking records, including customer account records, signature cards, bank procedures, and state and federal banking laws and regulations.

From 1999, to 2006, I served as a Detective with the Washington State Patrol (WSP). In 2006, I was promoted to the rank of Sergeant. From 1987, to 1999, I served as a WSP State

1 Trooper.

2 While serving as a WSP Detective, I was assigned to the Social Security Administration
3 Office of the Inspector General Fraud Task Force, the Auto Theft Task Force, and the Out of
4 State License Task Force (where I investigated fraudulent out-of-state vehicle registration in
5 which car owners avoided state tax). As a member of the Auto Theft Task Force, I received the
6 National Investigator of the Year award for my work on a complex auto theft and drug
7 distribution investigation. During my assignments to the Auto Theft Task Force and Out of State
8 License Task Force, I became very familiar with WA automobile sales and the auto sales
9 industry.

10 My education includes a Bachelor's Degree in Law and Justice from Central Washington
11 University and an Associate's Degree in General Studies from Green River Community College.
12 In addition to my education, I have received extensive training in white collar investigations
13 from the AGO, WSP, the National Association of Medicaid Fraud Control Units, the National
14 Attorneys General Training & Research Institute, state, local, and federal tax authorities, and
15 other professional groups.

16 My training includes forensic interviewing techniques, all levels of financial crimes
17 investigations, and hundreds of hours of training on all types of fraud schemes perpetrated
18 against the State of Washington and the federal government. Because of my education, training,
19 and experience, I am familiar with numerous types of financial documents, including
20 Department of Revenue's Combined Excise Tax Report forms (CETRs), auto sales contracts,
21 auto financing documents, IRS Federal Income Tax Return forms (FITRs), bank account
22 statements, accounting software reports, and other financial records.

23 As a Senior Investigator with the Washington State Attorney General's Office - Financial
24 Crimes Unit (AGO-FCU), one of my primary responsibilities is the investigation of wage theft
25 on behalf of the Department of Labor and Industries (LNI).
26

Investigation:

In June of 2017, LNI started receiving wage complaints from workers of Advanced Cleaning Solutions (ACS) and later, Washington Cleaning Solutions (WCS). Neither business has an LNI industrial insurance account, which is required for companies with employees. On May 30, 2018, the AGO-FCU received a referral to investigate Travis A. Jackson (JACKSON), doing business as ACS, in collaboration with LNI regarding wage theft and industrial insurance employer's false reporting. On June 18, 2018, AGO-FCU received concurrent authority from King County Prosecuting Attorney Daniel T. Satterberg to investigate and conduct any prosecution arising from the investigation of ACS. I was assigned to work the investigation along with LNI Investigator Russell Wood (Investigators).

Based upon the investigation, there is probable cause to believe that Marissa Bond (BOND) and JACKSON, co-owners of ACS/WCS (house cleaning companies), working together as principal or accomplice, in the State of Washington, committed 24 counts of Theft in the Second and Third Degree by failing to pay 24 workers for \$192-\$3,472 in services rendered (totaling over \$33,000 in wages), contrary to RCW 9A.56.040 and .050; and one count of Employers False Reporting or Failure to Secure Payment of Compensation between March 27, 2017, and November 15, 2018, by failing to take out Washington LNI insurance premiums from employee checks, failing to report employee hours worked in Washington, and failing to pay Washington insurance premiums, all contrary to RCW 51.48.020. Each worker reported the following unpaid services rendered and agreed upon rates, in theft value order:

Worker Name	Dates worked/not pay	Hrs wk'd	Hrly Pay	Value of Services
Brianna "Brie" Brodahl	2/26/2018 (3 houses)	12	\$16	\$192
Sadieria Bash	4/23/18 to 4/30/18	25	\$16	\$400
Christina Pierson	12/4/17 to 12/29/17	28	\$16	\$448
Deborah Lehman	12/2/17 to 12/15/17	39	\$16	\$624
Lacey Cutitta	6/30/18 to 7/8/18	36	\$18	\$648

1	Brooke Winkler	5/19/18 to 6/16/18	40.5	\$16	\$648
2	Briana Daniels	10/23/17 to 12/15/17	45.45	\$16	\$727
3	Maleah Fulbright	4/10/18 to 7/11/18	salary	\$16	\$777.38
4	Breeanna Clark	5/10/18 to 6/5/18	50	\$16	\$800
5	Laura Hiller	2/19/18 to 3/5/18	50.3	\$16	\$804.80
6	Brittany Baker	11/21/17 to 12/14/17	52	\$16	\$840
7	Natalie Zilverberg	3/1/2018 to 3/31/2018	72	\$15	\$1,080
8	Angela Canale	11/3/17 to 11/29/17	70	\$16	\$1,120
9	Monique Redding	3/19/18 to 4/17/18	71.5	\$16	\$1,144
10	Jeanette Skinner	5/5/18 to 6/17/18	75.5	\$17	\$1,284.35
11	Angela Delisle	11/1/17 to 11/30/17	83	\$16	\$1,328
12	Regina Yazzie	7/1/18 to 7/27/18	85	\$17	\$1,445
13	Alexia Hendricks	6/1/18 to 7/13/18	174.3	\$17	\$2,019.50
14	Amanda Armstrong	5/2/18 to 5/30/18	130	\$16	\$2,080
15	Sarah Thuston	2/16/18 to 3/31/18	181	\$18	\$2,499
16	Christine Mantegna	4/20/18 to 6/19/18	194.5	\$16	\$2,844
17	Erika Arreola	6/1/18 to 7/20/18	188	\$16	\$3,008
18	Chantelle Jones (Maher)	2/26/18 to 4/19/18	237	\$17	\$3065
19	Kristin Psaradelis	10/1/17 to 3/10/18	217	\$16	\$3,472

Relevant Revised Code of Washington in addition To Theft Under RCW 9A.56:

1) **RCW 49.48.010 Payment of wages due to employee ceasing work to be at end of pay period—Exceptions—Authorized deductions or withholdings.** When any employee shall cease to work for an employer, whether by discharge or by voluntary withdrawal, the wages due him or her on account of his or her employment shall be paid to him or her at the end of the established pay period. Violation of this provision is a misdemeanor (RCW 49.48.020).

2) **RCW 51.48.020 Employer's false reporting or failure to secure payment of compensation—False information by claimants—Unlawful actions—Penalties.** An employer is guilty of a class C felony if the employer, with intent to evade determination and payment of the correct amount of the industrial insurance premiums, knowingly makes misrepresentations regarding payroll or employee hours or if the employer, with intent to evade determination and payment of the correct amount of premiums, knowingly fails to secure payment of compensation under this title or knowingly fails to report the payroll or employee hours related to that employment.

Investigation involved interviews of 35 employees of ACS and WSC, interviews of homeowners, interviews of LNI employees and other civilian witnesses, suspect interviews,

1 review of banking records, review of LNI records, and review of public records. The
2 completed investigation revealed the following facts.

3 **Involved Company Business Licenses/Names:**

4 The two businesses involved in this investigation are ACS & WSC. Secretary of State
5 documents show on March 27, 2017, Advanced Services Group LLC, UBI 604106783, was
6 formed doing business as Advanced Cleaning Services LLC (ACS). On April 16, 2018,
7 Washington Cleaning Solutions LLC (WCS), UBI 604271361 was formed. The listed governing
8 parties for both companies are JACKSON and BOND.

9 **Business Structure of ACS/WCS:**

10 JACKSON and BOND were in an intimate relationship when ACS/WCS were
11 operational between March 27, 2017, and August 2018. They lived in an apartment in Auburn,
12 Washington and utilized a business address at a mail forwarding service in King County (akin
13 to a post office or UPS Store). They did not have a business office aside from their apartment.
14 When they met, BOND was working as a house cleaner.

15 ACS and WCS were house-cleaning businesses owned and operated by BOND and
16 JACKSON. BOND and workers reported that JACKSON ran the business side of the company,
17 while BOND was responsible for the workers, their activities, and scheduling jobs. ACS/WCS
18 employed house cleaners (workers/employees) to clean private homes. Homeowners typically
19 purchased clean services at a standardized rate which generally broke down to an hourly rate of
20 \$30-35. The agreed hourly rate for ACS/WCS workers (house cleaners) was \$15-17 for cleaning
21 those homes. Workers were not paid for commute time to/from the homes but were supposed to
22 be reimbursed for parking fees for Seattle homes, receive tips and bonuses. Homeowners would
23 pay for the services through an email invoice via Square or prepay via Amazon.

24 BOND reported they started hiring house cleaners so she and JACKSON could make
25 more money from their house cleaning business. To hire workers for ACS/WCS, JACKSON
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1 placed employment ads on Facebook and Craigslist. These ads included the rate of pay and
2 details about the job. After the worker contacted them, BOND, or later a hiring manager,
3 arranged to meet with them for a 15-minute interview (approx.), at which most were hired.
4 Workers and BOND reported in the beginning of their business BOND hired, fired, trained, and
5 interacted with workers. Numerous workers reported BOND interviewed them at an Auburn area
6 Starbucks for the cleaner's position. All workers were female per JACKSON's direction.
7 Workers were told they were contract workers per JACKSON's direction. Workers stated BOND
8 required them to use organic, Method brand cleaning supplies to clean the houses ACS/WCS
9 scheduled them to clean. All the workers interviewed indicated they were provided the same
10 type of supplies and equipment to use while cleaning, but most, if paid, were charged \$100 from
11 their first three paychecks for the supplies/equipment. All cleaning jobs occurred in Washington
12 along the I-5 corridor but the businesses were operated from BOND and JACKSON's apartment
13 in King County. BOND utilized a business cell phone to text message the workers their assigned
14 jobs, the address/owner name/contact information. Later, BOND opened a Google account and
15 scheduled workers via a shared Google calendar. Workers were required to have a Google
16 account and monitor the shared schedule for their job assignments daily at a minimum.

17 As the business progressed, JACKSON applied with Amazon Home Services (Amazon)
18 and became a house-cleaning vendor for Amazon. This created an instant increase in work.
19 BOND and JACKSON hired managers to hire new workers, answer the business cell phone, and
20 run supplies to cleaners. JACKSON and BOND trained the managers on how to hire new
21 workers and provided them with the paperwork to give to new workers. BOND also relinquished
22 primary responsibility to train new workers to senior cleaners.

23 During 2017, through 2018, BOND and JACKSON hired Maleah Fulbright, Sarah
24 Thuston, and Tiffany McKay as managers. Each reported a similar business structure and job
25 responsibilities. Thuston reported BOND hired her on July 19, 2017, she signed hiring
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1 paperwork on July 22, 2017, and stopped working on March 31, 2018. JACKSON hired
2 Fulbright as a manager for ACS/WCS on April 10, 2018, and she worked until July 11, 2018.
3 Tiffany McKay was interviewed/hired by JACKSON and Fulbright. McKay stated she found
4 the job posting on Facebook and worked for ACS/WCS from approximately July 2018, to the
5 first week of October 2018. Each reported BOND and JACKSON owned and controlled the
6 companies and all of their direction came from BOND and JACKSON. Managers did not handle
7 financial matters. Rather, managers interviewed/hired new workers and managed workers' day-
8 to-day schedules. Each used Google calendars to schedule workers for jobs acquired by
9 JACKSON from Amazon. Primary communication with the workers occurred via the
10 "manager's phone" which was passed between the managers and BOND. Each manager attended
11 JACKSON and BOND's managers meeting held by every two weeks at the Kent Panera Bread
12 in King County, WA.

13 While the managers were responsible for day-to-day communications, JACKSON would
14 send out emails to workers under his name or under the pen names of "Karen Baker" or "Ann
15 Quinn." Workers were unaware that Baker and Quinn were fictional assistants.

16 Workers had numerous terms of employment and were required to complete numerous
17 tasks as a condition of their employment. For each house they were scheduled by ACS/WCS to
18 clean, they were required to clock in and out of work via text message, fill out a preprinted
19 checklist of cleaning tasks completed, and send a picture of the completed checklist.

20 Each worker was told, verbally or in writing, that the pay periods were the 1st of the
21 month to the 15th and then the 16th to the 31st. To be compensated, each worker was required to
22 submit her hours worked for each pay period (akin to a handwritten timesheet). Upon receipt of
23 those hours worked, BOND said she wrote the checks for their pay. BOND reported that the
24 paychecks included worker tips and reimbursements for the parking fees when they cleaned
25 homes in Seattle. In the checks reviewed, BOND's name appeared as the signatory. BOND
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1 reported JACKSON created the invoice form that was included in the paychecks envelope that
2 outlined how much each worker was paid for hours worked, pay rate, tips, parking
3 reimbursements, deductions and fees. The memo line of each check listed dates of services
4 performed. Checks were mailed via USPS.

5 After ACS became an Amazon vendor, many business practices changed:

- 6 - Shorter employment interviews;
- 7 - Move from BOND text messaging job details to BOND/managers placing jobs in the
8 Google calendar appointments;
- 9 - Hiring "managers" to interview and track the jobs;
- 10 - Many checks no longer were mailed to workers and workers stopped being paid;
- 11 - A few workers received checks that were refused for insufficient funds (NSF) in the
company's bank account; and
- 12 - Managers told to run interference about workers not receiving their paychecks.

13 Overall, for the first six months ACS was in business, most workers were paid¹. However
14 by October 2017, except hiring managers, almost all workers were not paid despite an overall
15 increase in the number of house cleaning jobs and new hires. Once the managers expressed
16 concern about the company's failure to pay employees or expressed a desire to leave, ACS
17 stopped paying them. Of the 38 workers/managers that were interviewed, all reported they quit
18 or were fired because they did not get their paychecks, expressed concern about not getting paid
19 and/or tried repeatedly to be paid. Some workers filed wage complaints with LNI.

20 **Hiring Paperwork:**

21 When hired, some of the workers were given a hiring packet to sign. The hiring packet
22 primarily contained conditions of their employment, pay period information and a "Company
23 Acknowledgment Agreement." Workers given hiring packets were required to sign and return
24 those hiring packet. While some workers maintained and provided copies of their hiring packets,
25

26 ¹Three other workers filed wage complaints pre October 2017 (in June - July 2017), but each was paid in full after BOND/JACKSON were contacted by LNI.

1 others signed and returned the packet to BOND or a hiring manager without retaining a copy.

2 Not all workers reported they read or understood the materials in the packet.

3 The conditions of employment in the "Company Acknowledgement Agreement" varied
4 but included pay periods as well as rules workers had to follow. Sanctions for noncompliance
5 with rules included monetary penalties (often \$5,000) and termination of employment. Rules
6 included ensuring no bad reviews were posted online, no complaining about not receiving
7 payment for services performed, not taking too many sick days, and failing to appear at a
8 scheduled job (regardless of payment status). For example, Manager Sarah Thuston's July 2017
9 Company Acknowledgement Agreement said:

10 I understand that when I'm working for the company, I am representing the
11 company . . . I understand that if I do not give a 2-week notice when terminating
12 my work with the company, I will forfeit all tips and bonuses from all remaining
13 pay periods . . . I acknowledge that I must follow the company policies and
procedures at all times. I understand all of the company policies and agree to
abide by them. I agree that my service with Advanced Cleaning Services can be
terminated at any time, for any reason.

14 Further, it stated:

15 I acknowledge that my paydays are on the 7th and 22nd of each month. I
16 understand that my check for the 7th will include all work completed from the 16th
to the last day of the month, and my check for the 22nd will include all the work
17 completed from the 1st to the 15th. I understand that checks are mailed out on or
around the paydays.

18 Worker Erika Arreola's January 2018 agreement read:

19 Pay: I acknowledge that because of my status as an independent contractor, I do
not have specific or determined paydays. I understand that my pay is considered
20 an invoice and the company mails out checks to pay independent contractor
invoices around the 10th of each month (for work completed from the 16th to the
21 last day of the month) and around the 25th of each month (for work completed
from the 1st to the 15th day of the month). I understand that checks are mailed out
22 through regular postal mail and will not be delivered to me in person. I
acknowledge that I should receive 2 checks each month, sent out about 2 weeks
23 apart, regardless of the date. I acknowledge that I will not have taxes deducted
from my earnings, as detailed in the "Independent Contractor - Agreement,"
24 which I have signed. I understand that any tips that I receive from clients will be
accepted in person and will not be included with the checks that I receive from
25 the company. **I agree that I will not make inquiries, question, or harass the
company or its representatives at any time about my checks and when they
26 will be received. I understand that if I refuse to work because I haven't**