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8 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**  
9 **IN AND FOR THE COUNTY OF KING**

10 STATE OF WASHINGTON,  
11 Plaintiff,

12 v.

13 WONOLO INC.,  
14 Defendant.

NO. 20-2-08519.7 SEA  
CONSENT DECREE

15 **I. INTRODUCTION**

16 **1.1** The State of Washington (the State), by and through its attorneys, Robert W.  
17 Ferguson, Attorney General, and Colleen Melody, Wing Luke Civil Rights Division Chief, files  
18 this Consent Decree to enforce the Washington Fair Chance Act, RCW 49.94.005-49.94.901. The  
19 Fair Chance Act assigns the Attorney General's Office responsibility for enforcing its provisions.  
20 RCW 49.94.030(1).

21 **1.2** Defendant Wonolo Inc. (Wonolo) is a for-profit business that operates in  
22 Washington State, including in Seattle. The Fair Chance Act defines "employer" to include  
23 "temporary staffing agencies . . . and job placement, referral, and employment agencies."  
24 RCW 49.94.005(2). The parties contest whether the Fair Chance Act covers Wonolo, but have  
25 agreed to the terms of this Consent Decree to avoid the cost and expense of litigation and because  
26

Wonolo generally favors enhancing opportunities for all individuals to find appropriate work for which they are qualified.

**1.3** This Consent Decree, entered between the State and Wonolo (the Parties), resolves the State's allegations that Wonolo violates the Fair Chance Act through its use in Washington of temporary staffing employment practices that: 1) ask employment applicants questions about their criminal record, obtain criminal history information, or otherwise obtain information about applicants' criminal records before initially determining that applicants are otherwise qualified for the position; 2) advertise employment openings in a way that excludes people with criminal records from applying; and 3) implement a policy or practice that automatically or categorically excludes individuals with criminal records from consideration prior to an initial determination that the applicant is otherwise qualified for the position.

RCW 49.94.010(1)-(3).

**1.4** All communications related to this Consent Decree may be directed to: Civil Rights Division, Office of the Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA, 98104.

## II. INVESTIGATION

**2.1** Pursuant to RCW 49.94.030(1)(b), the Attorney General’s Office opened an investigation into Wonolo’s employment practices in December 2018 after receiving a complaint from an affected Seattle resident who claimed that Wonolo’s practices violate the Fair Chance Act. The Attorney General’s Office investigation resulted in its allegations that the following were Wonolo’s practices from at least December 2018 until July 24, 2019.

**2.2** Wonolo operates the Wonolo Mobile Application, which acts as an “on-demand staffing platform” for companies interested in filling temporary positions.

**2.3** Individuals seeking employment through Wonolo must download the Wonolo Mobile Application. As part of the “onboarding” process, applicants are required to agree to and fill out a background check authorization form. Acceptance of Wonolo’s terms and conditions,

1 including consent to the background check, is required before applicants may view available  
2 employment opportunities.

3       **2.4** Some employment opportunities through Wonolo require applicants to agree to,  
4 and pass a “deeper background check” before the applicant may be considered for the position.

5       **2.5** If an applicant does not complete the background check, or fails either the  
6 “onboarding” background check or the “deeper” background check, they are denied access to  
7 the Wonolo Mobile Application and are unable to view or accept any employment opportunity.

8       **2.6** Applicants who successfully complete the “onboarding” and/or “deeper”  
9 background check remain subject to ongoing background checks as may be required by Wonolo  
10 or an individual employer.

11       **2.7** Upon determining that Wonolo was in violation of the Fair Chance Act, on  
12 January 4, 2019, the Attorney General’s Office sent Wonolo a notice of first violation and offer  
13 of agency assistance pursuant to RCW 49.94.030(2).

14       **2.8** Upon subsequently determining that Wonolo was still in violation of the Fair  
15 Chance Act, on July 24, 2019, the Attorney General’s Office sent Wonolo a notice of second  
16 violation pursuant to RCW 49.94.030(2).

17       **2.9** Following the notice of second violation, Wonolo removed explicit references to  
18 criminal background checks from its website and user agreements. Wonolo’s “Independent  
19 Contractor Services Agreement” now provides that “Some customers may require completion  
20 of certain steps or requirements after you accept a Wonolo Request (‘Conditional Offer  
21 Requirements’).” The agreement specifies that some of the Conditional Offer Requirements will  
22 require an applicant to submit a social security number, and that failure satisfactorily to complete  
23 the Conditional Offer Requirements will result in the applicant’s inability to perform the  
24 accepted work.

25       **2.10** The Parties now resolve the allegations made by the Attorney General’s Office  
26 without the need for additional investigation or litigation. Wonolo denies all liability and all

1 violations of the law and the Attorney General's Office's allegations. Wonolo has agreed to the  
2 terms of this Consent Decree solely to avoid the expense and time involved with litigation and  
3 because Wonolo generally favors enhancing opportunities for all individuals to find appropriate  
4 work for which they are qualified.

### 5 **III. INJUNCTION**

6 **3.1** Wonolo, its directors, officers, agents, and employees acting on Wonolo's behalf  
7 are hereby:

8 **3.1.1** Enjoined from asking, inquiring, requiring, receiving, or otherwise  
9 obtaining information about a Washington applicant's criminal record, whether  
10 on its own initiative or through a contract with a third party, until after it is  
11 initially determined that the applicant is otherwise qualified for the position;

12 **3.1.2** Enjoined from advertising to companies, applicants, or the public in  
13 Washington that all Washington applicants must submit to a criminal background  
14 check in order to access all opportunities for positions through Wonolo;

15 **3.1.3** Required to offer an option for customers to voluntarily select for any  
16 Washington position the customers post on Wonolo that no background check  
17 will be run and no background check will be required for the position; and

18 **3.1.4** Required to mandate that, for any customer that chooses to have Wonolo  
19 run background checks and administratively screen otherwise qualified  
20 applicants, the customer provide Wonolo in advance with the customer's  
21 standards for acceptable criminal background check results for that position.

22 **3.2** For purposes of this injunction, the following definitions apply:

23 **3.2.1** "Criminal record" means any record about a citation or arrest for criminal  
24 conduct, including records relating to probable cause to arrest, and includes any  
25 record about a criminal or juvenile case filed with any court, or whether or not  
26 the case resulted in a finding of guilt.

1           3.2.2 “Otherwise qualified” means that the applicant meets the basic criteria for  
2           the position as set out in the job description or “Wonolo Request” without  
3           consideration of criminal record and has been allowed to conditionally accept a  
4           job in the Wonolo Mobile Application.

5           3.2.3 “Applicant” means an individual job candidate who creates an account on  
6           the Wonolo Mobile Application.

7           3.3 Wonolo shall have a period of six (6) months after the entry of this Consent  
8           Decree to make any technical, systems or coding changes necessary to implement the  
9           requirements of this Section III. Wonolo shall have a period of three (3) months after the entry  
10          of this Consent Decree to implement the requirements of this Section III via manual methods.

#### 11                   IV. NOTICE TO EMPLOYERS AND JOB APPLICANTS

12          4.1 Within fourteen (14) days of entry of this Consent Decree, and throughout its  
13          term, Wonolo shall take the following steps to notify employers, applicants, and the public of its  
14          compliance with the Fair Chance Act:

15               4.1.1 Amend paragraph 2.1 of Wonolo’s Independent Contractor Services  
16               Agreement to provide that “Washington Users: Wonolo complies with state and  
17               local laws limiting pre-employment inquiries related to criminal arrests or  
18               convictions, including Washington’s Fair Chance Act, RCW 49.94.010. Wonolo  
19               does not permit Customers to use criminal background checks to automatically  
20               or categorically exclude Wonoloers just because they have a record of citation,  
21               arrest, or conviction for criminal conduct.

22               4.1.2 Amend the “Equal Employment Opportunity, Workplace Laws” term of  
23               Wonolo’s Online Customer Agreement at [https://www.wonolo.com/customer-](https://www.wonolo.com/customer-agreement/)  
24               [agreement/](https://www.wonolo.com/customer-agreement/) to provide that “Washington Users: Wonolo complies with state and  
25               local laws limiting pre-employment inquiries related to criminal arrests or  
26               convictions, including Washington’s Fair Chance Act, RCW 49.94.010. Wonolo

1 does not permit Customers to use criminal background checks to automatically  
2 or categorically exclude Wonoloers just because they have a record of citation,  
3 arrest, or conviction for criminal conduct.”

#### 4 V. REPORTING

5 5.1 Wonolo shall, no later than fourteen (14) days after each occurrence, provide to  
6 the Attorney General’s Office notification and documentation of the following events:

7 5.1.1 Any change to the Independent Contractor Services Agreement or  
8 Customer Agreement with respect to Washington users that involves background  
9 checks for Washington residents;

10 5.1.2 Any written or oral complaint by a Washington user that Wonolo’s  
11 policies or practices respecting criminal background checks may violate the  
12 Washington Fair Chance Act or any other state or local law in Washington  
13 involving background checks for Washington residents; and

14 5.1.3 Any written or oral complaint by a Washington user that the criminal  
15 background check policies or practices of any business that contracts with  
16 Wonolo to connect with Wonoloers may violate the Washington Fair Chance Act  
17 or any other state or local law in Washington involving background checks with  
18 respect to the employer’s interactions with Wonolo.

19 5.1.4 To qualify as a written or oral complaint for reporting purposes, the  
20 complaint must be made in writing to [support@wonolo.com](mailto:support@wonolo.com) or  
21 [legal@wonolo.com](mailto:legal@wonolo.com). If a complaint is made to anyone at Wonolo other than the  
22 designated email boxes, the recipient of the complaint shall forward it to  
23 [legal@wonolo.com](mailto:legal@wonolo.com). The 14-day period provided by section 5.1 shall run from  
24 the first time that Wonolo’s legal department ([legal@wonolo.com](mailto:legal@wonolo.com)) receives the  
25 complaint.  
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1 **VI. PAYMENT TO STATE**

2 **6.1** Within thirty (30) days of entry of this Consent Decree, Wonolo shall pay  
3 \$3,720.00 to the Attorney General of Washington. The Attorney General shall use the payment  
4 for satisfaction of the monetary penalty authorized by RCW 49.94.030(2), recovery of its fees  
5 and costs in investigating this matter, or monitoring compliance with this Consent Decree.

6 **VII. DURATION AND ENFORCEMENT**

7 **7.1** This Consent Decree shall be in effect for a period of two (2) years from the date  
8 of its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce  
9 its terms, after which the case shall be dismissed.

10 **7.2** The State may move the Court to extend the duration of the Consent Decree in  
11 the event of noncompliance, whether intentional or not, with any of its terms, or if it believes the  
12 interests of justice so require.

13 **VIII. ADDITIONAL PROVISIONS**


14 **8.1** Nothing contained herein shall be construed to bar any action by Wonolo that is  
15 required to comply with any other provision of state or federal law governing criminal  
16 background checks in hiring. By way of example and not limitation, if federal law requires that  
17 an applicant pass a criminal background check for the applicant to qualify for hire for a position,  
18 Wonolo may follow such federal law requirements.

19 **8.2** The parties agree that, as of the date of the entry of this Consent Decree, litigation  
20 is not reasonably foreseeable concerning the matters described above. To the extent that either  
21 party previously implemented a litigation hold to preserve documents, electronically stored  
22 information (ESI), or things related to the matters described above, the party is no longer required  
23 to maintain such litigation hold. Nothing in this paragraph relieves either party of any other  
24 obligations imposed by this Consent Decree.

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1 APPROVED on this 18 day of May, 2020.

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JUDGE/COURT COMMISSIONER

5 **ROGER ROGOFF**

6 Presented by:

7 ROBERT W. FERGUSON  
8 Attorney General

9 s/ Colleen Melody

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