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**STATE OF WASHINGTON  
YAKIMA COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

CORNERSTONE RANCHES, LLC;  
CORNERSTONE ORCHARDS, LLC;  
and CORNERSTONE FARM  
MANAGEMENT, INC.,

Defendants.

No. 25-2-01914-39

COMPLAINT

**I. INTRODUCTION**

1. The State of Washington, by and through its attorneys, Nicholas W. Brown, Attorney General, and Alyson Dimmitt Gnam and Alexia Diorio, Assistant Attorneys General, brings this action against Cornerstone Ranches, LLC, Cornerstone Orchards, LLC, and Cornerstone Farm Management, Inc. (jointly, Cornerstone) to enforce the Washington Law Against Discrimination (WLAD) and the Consumer Protection Act (CPA).

2. Cornerstone discriminated against domestic farmworkers<sup>1</sup> through unlawful

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<sup>1</sup> For purposes of this Complaint, “domestic workers” is equivalent to “U.S. workers” and includes all workers not affiliated with the H-2A Temporary Visa Program.

1 terminations, layoffs, reductions in work hours, constructive discharges, and failures to hire and  
2 rehire while using the H-2A Temporary Visa Program (H-2A program) to recruit and hire foreign  
3 temporary workers (H-2A workers). Cornerstone’s practices included terminating domestic  
4 workers after applying impermissible productivity standards not applied to H-2A workers, laying  
5 off domestic workers while H-2A employees continued working, forcing laid-off workers to sign  
6 voluntary quit notices, and terminating workers for not reporting to work after Cornerstone sent  
7 them home. Further, Cornerstone’s use of the H-2A program disparately impacted female  
8 workers and resulted in a steep decline in their participation in Cornerstone’s workforce. These  
9 practices violated, and continue to violate, the WLAD.

10 3. In addition, Cornerstone failed to disclose the availability of job openings to  
11 domestic workers who sought employment, told domestic job seekers no jobs were currently  
12 available when they were, misled domestic workers to believe Cornerstone would contact them  
13 about job opportunities, failed to disclose the pay rate and hours guarantee of H-2A contract jobs  
14 to domestic workers (as required by law), and misrepresented the terms of employment to the  
15 Washington labor pool in using misleading job postings. These unfair or deceptive practices  
16 violated, and continue to violate, the CPA.

17 4. As a result of Cornerstone’s unlawful actions, domestic and female workers in  
18 Washington have been deprived of employment, denied the opportunity to apply for jobs and  
19 positions with better pay and terms, and suffered economic harm including lost wages. Many  
20 experienced emotional distress as a result of losing their employment. The State accordingly  
21 seeks a declaration that Cornerstone’s actions violate the WLAD and CPA, an injunction  
22 requiring Cornerstone to stop their unlawful practices, and monetary and equitable relief for  
23 impacted Washingtonians.

## 24 II. JURISDICTION AND VENUE

25 5. The State files this Complaint to enforce the WLAD’s provisions that prohibit  
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1 discrimination in employment, RCW 49.60.030(1)(a), .030(2), and RCW 49.60.180, and the  
2 CPA's prohibition on unfair or deceptive acts or practices in the conduct of any trade or  
3 commerce, RCW 19.86.020 and .080.

4 6. This Court has jurisdiction pursuant to RCW 2.08.010 and RCW 19.86.080.

5 7. Pursuant to RCW 4.12.020(3) and .025, venue is proper in Yakima County,  
6 Washington, because the violations alleged in this Complaint were committed in whole or in part  
7 in Yakima County, Cornerstone's principal place of business is in Yakima County, and  
8 Cornerstone transacts business in Yakima County.

### 9 III. THE PARTIES

10 8. Plaintiff is the State of Washington.

11 9. The Attorney General is authorized to commence this action pursuant to  
12 RCW 19.86.080(1), .140, and RCW 43.10.030(1).

13 10. Defendant Cornerstone Ranches, LLC, is a limited liability company that grows  
14 and harvests hops, apples, and other crops in Washington. Cornerstone Ranches' principal office  
15 is located at 2131 Fort Road in Toppenish, Washington.

16 11. Defendant Cornerstone Orchards, LLC, is a limited liability company that grows  
17 and harvests apples in Washington. Cornerstone Orchards' principal office is located at  
18 2131 Fort Road in Toppenish, Washington.

19 12. Defendant Cornerstone Farm Management, Inc., is a for-profit corporation that  
20 manages farm labor for Defendants Cornerstone Ranches and Cornerstone Orchards.  
21 Cornerstone Farm Management's principal office is located at 2131 Fort Road in Toppenish,  
22 Washington.

23 13. Defendants Cornerstone Ranches, Cornerstone Orchards, and Cornerstone Farm  
24 Management share common ownership, management, and a principal place of business.

25 14. Graham Gamache is the Governor of Cornerstone Ranches and Cornerstone  
26

1 Orchards.

2 15. Graham Gamache and Alyson Gamache are Governors of Cornerstone Farm  
3 Management.

4 16. For purposes of this Complaint, any references to the acts and practices of  
5 Defendants Cornerstone Ranches, Cornerstone Orchards, and Cornerstone Farm Management  
6 shall mean that such acts and practices occur by and through the acts of Defendants' members,  
7 owners, directors, employees, salespersons, representatives, and/or other agents, and are  
8 attributable to each Defendant.

9 17. Defendants are companies registered in Washington and doing business in  
10 Washington.

11 18. Defendants are and have been at all relevant times, including since at least 2021,  
12 "employers" within the meaning of RCW 49.60.040(11), having eight or more employees or  
13 acting in the interest of the employer with eight or more employees.

14 19. Defendants are and at all relevant times have been engaged in "trade" or  
15 "commerce" within the meaning of RCW 19.86.010(2).

#### 16 IV. FACTUAL ALLEGATIONS

##### 17 A. Cornerstone's Business Operations

18 20. Cornerstone Ranches, Cornerstone Orchards, and Cornerstone Farm  
19 Management farm hops, apples, and other crops in the Yakima Valley.

20 21. Cornerstone is a leading regional supplier of apples and hops, producing more  
21 than one million pounds of hops and 30 million pounds of apples per year.

22 22. Cornerstone and its predecessors have grown apples and hops for over five  
23 decades in the Yakima Valley.

24 23. Cornerstone claims it became an "anchor of the local agricultural community" as  
25 a main supplier of hops for large-scale beer brewing operations.

1           24.     The apple and hop growing seasons are year-round, with increased labor needs at  
2 various times of the year. This includes planting and thinning during spring, apple harvesting  
3 from August to late November, and hops harvesting from August to early October.

4           25.     In 2022, Cornerstone Farm Management was formed to provide farm  
5 management services and labor for Cornerstone Ranches and Cornerstone Orchards.

6           26.     Following the creation of Cornerstone Farm Management, this entity began to  
7 employ and manage the domestic and H-2A workers performing farm labor for Cornerstone  
8 Ranches and Cornerstone Orchards.

9           27.     In 2023, Cornerstone Farm Management employed more than 200 workers  
10 throughout the hops and apple seasons, with more than 150 individuals working per day during  
11 the harvest month of September.

12           28.     Cornerstone prides itself on being an “independent farm” that is “wholly-owned  
13 by the Gamache family.” They publicly claim that independent farms like themselves “[c]reate  
14 & [s]upport [l]ocal [j]obs” and claim that “when you support independent farms, you’re  
15 supporting local families and workers.”<sup>2</sup>

16           29.     Cornerstone’s website further proclaims: “We’re more than the commodities we  
17 produce. We’re the sum of the actions that go into producing them—From the stewardship of  
18 our land to the welfare of our team. When you partner with Cornerstone, you’re part of our  
19 commitment to what’s right.”<sup>3</sup>

20           30.     Cornerstone’s social media posts similarly tout their care for their employees.  
21 They describe their employees as “family,” stating that “[w]e’ve been through thick and thin  
22 together and have only grown closer over time. Cornerstone Ranches is r[un] on a principal of  
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25           <sup>2</sup> Cornerstone, *Ethos, Independent Farming*, <https://cornerstoneranches.com/ethos/independent-farming/> (last visited May 15, 2025).

26           <sup>3</sup> Cornerstone, *Ethos*, <https://cornerstoneranches.com/ethos/> (last visited May 15, 2025).

1 people over product, always.”<sup>4</sup> In praising their “amazing team” Cornerstone says that it “could  
2 not have achieved all that we have without each and every one of you.”<sup>5</sup>

3 31. Cornerstone’s public Facebook posts praise specific domestic workers, some of  
4 whom were later fired or laid off. For one domestic worker, Cornerstone said in a public post  
5 that in his “experienced hands, our orchards thrive.”<sup>6</sup> This domestic worker’s hours and  
6 supervisory responsibilities were cut less than a month later, shortly before the hops and apple  
7 harvest season when Cornerstone hired H-2A labor through the labor contractor Agrilabor. The  
8 domestic worker was later terminated.

9 **B. Cornerstone Applies to Use the H-2A Temporary Agricultural Worker Program**

10 32. The H-2A Temporary Agricultural Worker Program is a federal immigration  
11 program through which agricultural employers may apply for authorization from the Department  
12 of Labor to recruit and hire foreign workers for seasonal agricultural work.

13 33. To qualify for the H-2A program, an employer must show that there are not  
14 enough domestic workers available to meet the employer’s labor needs.

15 34. As part of making that demonstration, an employer must submit a Form ETA-790  
16 Agricultural Clearance Order (Clearance Order) for approval by the state workforce agency.  
17 The Clearance Order identifies the date of need for workers, the number of workers needed, the  
18 type of work they will perform, the contract terms required by law, and the terms of employment.

19 35. Employers approved to participate in the H-2A program are required to first  
20 recruit and hire domestic workers for the work identified in the Clearance Order, including  
21 former employees and job seekers, before they can hire foreign H-2A workers.

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23 <sup>4</sup> Cornerstone Ranches, Facebook Post (Mar. 5, 2021),  
24 <https://www.facebook.com/CornerstoneRanches/>.

25 <sup>5</sup> Cornerstone Ranches, Facebook Post (Mar. 3, 2023),  
26 <https://www.facebook.com/CornerstoneRanches/>.

<sup>6</sup> Cornerstone Ranches, Facebook Post (July 6, 2023),  
<https://www.facebook.com/CornerstoneRanches/videos/770484431526070>

1           36. As long as the Clearance Order is in effect, employers are required to offer  
2 domestic workers who perform work included in the Clearance Order during the contract period  
3 (corresponding workers) the same benefits, wages, guarantee of hours, and working conditions  
4 the employer is offering, intends to offer, or will provide to H-2A workers. 20 C.F.R.  
5 §§ 655.103(b), .122(a).

6           37. The Clearance Order functions as the work contract between the employer and  
7 H-2A workers as well as corresponding domestic workers.

8           38. All corresponding domestic workers are subject and entitled to the terms and  
9 conditions of the Clearance Order.

10          39. Employers are required to provide a copy of the Clearance Order<sup>7</sup> to  
11 corresponding domestic workers by the day the Clearance Order work commences. 20 C.F.R.  
12 § 655.122(q). The copy of the Clearance Order must be provided in a language the worker can  
13 understand. *Id.*

14          40. Since at least 2020, Cornerstone has used the H-2A program to recruit and hire  
15 H-2A workers for labor including raising, growing, and harvesting apples, hops, and other crops,  
16 as well as pruning, training, and other orchard and hop farm labor.

17          41. In 2020, Cornerstone Ranches was approved to recruit and hire 24 H-2A workers  
18 from May 24, 2020, through October 31, 2020.

19          42. In 2021, Cornerstone Ranches was approved to recruit and hire 28 H-2A workers  
20 from May 17, 2021, through November 15, 2021.

21          43. In June 2022, Cornerstone Farm Management became the successor in interest  
22 for Cornerstone Ranches' H-2A contracts and applications.

23          44. In 2022, Cornerstone was approved to recruit and hire 62 H-2A workers, which  
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25           <sup>7</sup> The regulations require the employer to provide a copy of the “work contract,” which in this  
26 case is the Clearance Order. *See* 20 C.F.R. § 655.122(q).

1 included 28 workers from February 1, 2022, through November 15, 2022; 14 workers from  
2 August 10, 2022, through November 15, 2022; and 20 workers from September 13, 2022,  
3 through November 15, 2022.

4 45. In 2023, Cornerstone Farm Management was approved to recruit and hire  
5 62 H-2A workers from February 27, 2023, through November 15, 2023.

6 46. In 2024, Cornerstone Farm Management was approved to recruit and hire  
7 62 H-2A workers, which included 32 H-2A workers from January 16, 2024, through November  
8 15, 2024, and 30 additional workers from June 1, 2024, through November 15, 2024.

9 47. In 2025, Cornerstone Farm Management was approved to recruit and hire  
10 64 H-2A workers from February 12, 2025, through November 15, 2025.

11 48. Between at least 2021 and 2024, all H-2A workers recruited and employed  
12 directly by Cornerstone under its H-2A Clearance Orders were male.

13 49. Cornerstone used Kingpin Consulting, LLC, and CSI Visa Processing to apply  
14 for the H-2A program and recruit H-2A workers from Mexico.

15 50. Since at least 2021, Cornerstone also contracted with Agrilabor, Inc., a third-party  
16 labor contractor, to employ additional H-2A workers.

17 51. The terms of Cornerstone's Clearance Orders guarantee that workers must be paid  
18 for at least three-quarters of the workdays guaranteed in the contract period, as required by laws  
19 governing the H-2A program.

20 52. The terms of Cornerstone's Clearance Orders require Cornerstone to offer and  
21 pay workers at least the Adverse Effect Wage Rate, prevailing wage piece rate,<sup>8</sup> or other agreed  
22 wage if higher, as required by laws governing the H-2A program.

23 53. Cornerstone's Clearance Orders do not include any minimum productivity  
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25 <sup>8</sup> The hourly Adverse Effect Wage Rate and the prevailing wage piece rate are set pursuant to  
26 federal regulations to avoid adverse effects on the wages of U.S. workers. *See* 20 C.F.R. § 655.120.



1 standard as would be required by laws governing the H-2A program in order to enforce any  
2 productivity standard against workers as a condition of job retention.

3 54. Cornerstone’s Clearance Orders indicate that “Workers who are consistently  
4 unable to perform their duties in a timely and proficient manner consistent with applicable  
5 industry standards for all workers, considering all factors, will be provided training in accordance  
6 with employer’s progressive discipline standards, including verbal instruction, written warnings,  
7 time off, or other coaching or instruction to teach the employee to work more efficiently.  
8 If performance does not improve after coaching and several warnings, the employee may be  
9 terminated. These standards are not linked to any specific productivity measure.”

10 55. Prior to 2024, Cornerstone did not provide a copy of the Clearance Order nor  
11 disclose its terms to corresponding domestic workers.

12 **C. Cornerstone Discriminates Against Domestic Workers by Replacing Them with H-  
13 2A Workers**

14 56. Despite its assurances that participation in the H-2A program would not adversely  
15 affect domestic workers and its commitments to support local families and workers, Cornerstone  
16 displaced its domestic workforce with H-2A workers.

17 57. Since at least 2021, the share of farm labor hours performed by domestic workers  
18 for Cornerstone as compared to H-2A workers decreased substantially. For example, from  
19 September to November of 2021 (the harvest season), domestic workers performed  
20 approximately 91% of farm labor hours at Cornerstone Ranches. By the same period in 2023,  
21 domestic workers performed only approximately 59% of farm labor hours for Cornerstone Farm  
22 Management.

23 58. Defendants achieved displacement of their domestic workforce by denying  
24 employment and hours to domestic workers, including through unlawful terminations, layoffs,  
25 reductions in work hours, constructive discharges, and failures to hire and rehire.  
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1           59.     Since at least 2021, Cornerstone’s discrimination against domestic workers has  
2 included:

- 3           a.     Subjecting domestic workers to impermissible productivity standards not  
4                 applied to H-2A workers, including firing or threatening to fire workers who  
5                 did not meet newly invented minimum standards.
- 6           b.     Terminating workers for not reporting to work after sending them home and  
7                 never calling them back to work.
- 8           c.     Terminating domestic workers without following the progressive disciplinary  
9                 policy included in the Clearance Order terms.
- 10          d.     Laying off domestic workers while H-2A employees continued working.
- 11          e.     Falsely categorizing workers as quitting their employment after they were laid  
12                 off or offered less desirable work assignments, often while H-2A workers  
13                 remained in the desired jobs. Some of these workers were forced to sign a  
14                 document stating they voluntarily quit. The practice of forcing workers to  
15                 “quit” obscures Cornerstone’s unlawful discharges and has the further  
16                 adverse effect of potentially disqualifying workers from unemployment  
17                 benefits.
- 18          f.     Assigning less work and fewer hours to domestic workers, frequently  
19                 directing domestic workers to stop working for days to several weeks at a  
20                 time, or sending them home early, all while H-2A workers continued  
21                 working.
- 22          g.     Failing to pay domestic workers the Adverse Effect Wage Rate immediately  
23                 when they began work within the scope of the Clearance Orders.
- 24          h.     Failing to provide all domestic workers employment for three-quarters of the  
25                 workdays under the Clearance Orders.

- 1 i. Forcing domestic workers to constructively discharge due to the terms and  
2 conditions of employment, including but not limited to the reduction in hours  
3 and application of an unlawful productivity standard.

4 60. By unlawfully terminating, laying off, forcing to quit, reducing hours, forcing  
5 constructive discharge, and failing to hire and rehire while continuing to recruit and hire H-2A  
6 workers, Cornerstone subjected domestic workers to different and adverse terms and conditions  
7 of employment than H-2A temporary visa workers and therefore engaged in unlawful workplace  
8 discrimination on the basis of immigration status.

9 61. Defendants' discrimination caused economic and non-economic harm to  
10 domestic workers.

11 **D. Cornerstone's Use of the H-2A Program Disproportionately Impacts Female**  
12 **Workers**

13 62. Since at least 2021, Cornerstone's use of the H-2A program has caused a  
14 substantial disproportionate reduction in the female workforce and female work hours in  
15 Cornerstone's farm labor workforce as compared to domestic male workers and all male  
16 workers.

17 63. For example, comparing the period of June 2022 to April 2023 with the same  
18 period the following year, the substantial disproportionate impact on female workers included:

- 19 a. The average weekly female farm labor workforce decreased by 31%, while  
20 in comparison, the average weekly domestic male farm labor workforce  
21 decreased by only 11%. During this same period, the average weekly H-2A  
22 farm labor workforce increased by 28%.
- 23 b. The average weekly hours worked by females in Cornerstone's farm labor  
24 workforce decreased by 39%, while in the same period the average weekly  
25 hours worked by domestic male workers decreased by only 19%. Meanwhile,  
26

1                   during this same period the average weekly hours worked by H-2A workers  
2                   increased by 14%.

3           64.     The representation of female workers in Cornerstone’s labor force is inconsistent  
4 with female workforce trends in comparable agricultural employers. For example, from 2021 to  
5 2024, Cornerstone’s workforce was 24% female while the workforce at other crop production  
6 employers was 39% female.

7           65.     The substantial disproportionate impact on female workers was caused by  
8 Cornerstone’s use of the H-2A program, which includes the practices of unlawfully discharging  
9 domestic workers, maintaining a preference for hiring H-2A workers over domestic workers,  
10 and hiring only male H-2A workers.

11          66.     Since at least 2021, Cornerstone’s discriminatory use of the H-2A program  
12 against female workers has also resulted in:

- 13           a.     Laying off or discharging groups of women for failure to meet productivity  
14                 standards, including in February 2023.
- 15           b.     Laying off female workers while male workers continue to work, including  
16                 in the summer of 2024.
- 17           c.     Laying off or failing to hire female domestic workers for winter pruning work.
- 18           d.     Discriminating in the terms and conditions of employment by assigning  
19                 female workers to work in areas away from their family members and thus  
20                 making it impossible to commute to work with family members.
- 21           e.     Forcing female workers to constructively discharge due to the terms and  
22                 conditions of employment, including but not limited to the reduction in hours,  
23                 application of an unlawful productivity standard, and discriminatory terms  
24                 and conditions of employment.

25          67.     By using the H-2A program in such a manner that falls more harshly on female  
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1 workers and unlawfully laying off, discharging, and subjecting females to different terms and  
2 conditions of employment, Cornerstone has engaged in unlawful workplace discrimination  
3 on the basis of sex.

4 68. Defendants' discrimination caused economic and non-economic harm to female  
5 workers.

6 **E. Cornerstone Deceived, Committed Unfair Practices Against, and Failed to Hire**  
7 **Domestic Job Seekers**

8 69. From at least September 2021 to April 2024, Cornerstone directed domestic  
9 workers seeking employment to their main office in Toppenish, Washington, where job seekers  
10 were instructed to add their name and contact information to a list of workers seeking  
11 employment (sign-up list).

12 70. From September 2021 to April 2024, more than 1,000 domestic job seekers  
13 signed up for work at the Cornerstone office on the sign-up lists, many repeatedly.

14 71. Since at least 2025, Cornerstone added additional barriers to applying for work,  
15 including requiring job seekers who arrive at the Cornerstone office to apply in person to instead  
16 sign up for work online.

17 72. Since at least 2021, Cornerstone has not informed domestic workers who sought  
18 employment at the office, including those on the sign-up list, about the availability of the  
19 Clearance Order jobs.

20 73. Since at least 2021, Cornerstone has not provided a copy of its Clearance Orders  
21 nor disclosed its terms to domestic job seekers.

22 74. Since at least 2021, Cornerstone has represented to many of the domestic job  
23 seekers who signed up that no work was available at the time they sought employment.

24 75. Since at least 2021, Cornerstone has told many domestic job seekers who signed  
25 up for employment that they would be called when work was available.

1           76.     Since at least 2021, Cornerstone has not called or contacted many of the domestic  
2 job seekers who sought employment on the sign-up list at the office when work became  
3 available.

4           77.     By depriving domestic job seekers of information about the availability of  
5 Clearance Order jobs and terms of employment, Cornerstone deprived and continues to deprive  
6 them of the ability to apply and be hired for employment under the terms of the Clearance Orders.

7           78.     During this time, Cornerstone has continued to recruit and hire foreign H-2A  
8 workers every year despite failing to offer jobs to domestic workers seeking employment.

9           79.     Cornerstone’s misrepresentations about job opportunities, terms, and conditions  
10 of employment deter and restrict Washington job seekers from employment they are eligible for,  
11 thus impacting the state labor market and the public.

12           80.     These acts and practices, which have occurred since at least 2021, have been  
13 repeated as to hundreds of workers who sought employment at Cornerstone. They are likely to  
14 repeat as Cornerstone continues to use the H-2A program, thus impacting the public interest.

15 **F.     Cornerstone Deceived the General Labor Pool**

16           81.     Though Cornerstone did not disclose the availability or terms of Clearance Order  
17 jobs to its actual domestic employees or job seekers, it published job postings on Washington’s  
18 WorkSource website, as required by the H-2A program regulations.

19           82.     These job postings represented to the general labor pool in Washington that  
20 domestic workers would be paid the Adverse Effect Wage Rate or applicable piece rates and  
21 guaranteed three-quarters of the workdays promised in the Clearance Orders.

22           83.     In reality, these statements were deceptive—domestic employees were not  
23 immediately paid the Adverse Effect Wage Rate during the promised contract period, were given  
24 insufficient hours, and in many cases, laid off, terminated without cause, or forced to quit before  
25 three-quarters of the promised workdays.

1 84. Cornerstone’s job postings on the WorkSource website thus contained materially  
2 misleading terms and unfair or deceptive representations to the general labor pool.

3 **V. CAUSES OF ACTION**

4 85. The State adopts the allegations listed above and incorporates them herein.

5 **FIRST CAUSE OF ACTION**

6 **(Violation of the Washington Law Against Discrimination—Immigration Status  
7 Discrimination)**

8 86. Under the Washington Law Against Discrimination, it is an unfair practice for an  
9 employer to refuse to hire any person, to discharge or bar any person from employment, or to  
10 otherwise discriminate against any person in compensation, or in other terms or conditions of  
11 employment, because of immigration status. RCW 49.60.030(1)(a) and .180(1)-(3).

12 87. By its actions described above, Cornerstone discriminates against actual and  
13 prospective domestic workers because of the domestic workers’ immigration status, in violation  
14 of RCW 49.60.030(1)(a) and .180(1)-(3).

15 **SECOND CAUSE OF ACTION**

16 **(Violation of the Washington Law Against Discrimination—Sex Discrimination)**

17 88. Under the Washington Law Against Discrimination, it is an unfair practice for an  
18 employer to refuse to hire any person, to discharge or bar any person from employment, or to  
19 otherwise discriminate against any person in compensation, or in other terms or conditions of  
20 employment, because of sex. RCW 49.60.030(1)(a) and .180(1)-(3).

21 89. By its actions described above, Cornerstone discriminates against female workers  
22 because of sex, including but not limited to the disproportionate impact of Cornerstone’s use of  
23 the H-2A program on female workers, in violation of RCW 49.60.030(1)(a) and .180(1)-(3).

1 **THIRD CAUSE OF ACTION**

2 **(Violation of the Consumer Protection Act—Unfair and Deceptive Conduct Toward**  
3 **Domestic Workers)**

4 90. Unfair or deceptive acts or practices in the conduct of any trade or commerce are  
5 unlawful under the CPA, RCW 19.86.020.

6 91. By its actions described above, Cornerstone engaged and continues to engage in  
7 unfair or deceptive acts and practices in the conduct of trade or commerce by, among other  
8 things:

- 9 a. Unfairly or deceptively omitting or failing to notify domestic job seekers who  
10 sought employment on Cornerstone’s sign-up list of current or upcoming job  
11 openings;
- 12 b. Unfairly or deceptively representing or creating a deceptive net impression  
13 that Cornerstone would call domestic job seekers if there were opportunities  
14 to work;
- 15 c. Unfairly or deceptively representing to domestic job seekers that no jobs were  
16 currently available;
- 17 d. Unfairly or deceptively failing to disclose the availability of job opportunities  
18 at the required pay rate pursuant to the H-2A Clearance Order to domestic job  
19 seekers and domestic worker employees;
- 20 e. Unfairly or deceptively failing to disclose the availability of job opportunities  
21 with a three-quarter guarantee of work hours pursuant to the Clearance Order  
22 to domestic job seekers and domestic worker employees; and
- 23 f. Unfairly or deceptively representing to the labor pool through materially  
24 misleading job postings that job terms included payment of the  
25 Adverse Effect Wage Rate and a guarantee of work for three-quarters of the  
26



1 days of the contract period.

2 92. Cornerstone's actions are not reasonable in relation to the development and  
3 preservation of business and are inconsistent with the public interest.

4 **VI. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff, State of Washington, prays that the Court:

6 93. Adjudge and decree that Cornerstone has engaged in the conduct complained of  
7 herein.

8 94. Adjudge and decree that Cornerstone's conduct violates the WLAD,  
9 RCW 49.60.030(1)(a) and .180(1)-(3).

10 95. Adjudge and decree that Cornerstone's conduct violates the CPA,  
11 RCW 19.86.020.

12 96. Issue a permanent injunction enjoining and restraining Cornerstone and their  
13 representatives, successors, assigns, officers, agents, servants, employees, and all other persons  
14 acting or claiming to act for, on behalf of, or in active concert or participation with Defendants  
15 from engaging in the unlawful conduct complained herein.

16 97. Enter such orders for restitution as necessary to restore to any person an interest  
17 in any moneys or property, real or personal, which may have been acquired by means of an act  
18 prohibited by the CPA, pursuant to RCW 19.86.080(2).

19 98. Impose a civil penalty of up to \$7,500 for each and every violation of the CPA,  
20 pursuant to RCW 19.86.140.

21 99. Impose an enhanced civil penalty of \$5,000 for each violation of the CPA that  
22 targets or impacts specific individuals or communities based on demographic characteristics,  
23 including immigration status and sex, pursuant to RCW 19.86.140.

24 100. Award damages and other appropriate monetary relief to each person aggrieved  
25 by Cornerstone's discriminatory conduct, in an amount to be proven at trial.

1 101. Award the State the costs of suit including reasonable attorneys' fees.

2 102. Award any other appropriate remedy authorized by law.

3  
4 DATED this 20th day of June, 2025.

5 Respectfully submitted,

6 NICHOLAS W. BROWN  
7 Attorney General

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