

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

BRAYAN DOMINGUEZ, and JOSE
ALVAREZ on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

BULWARK CONSTRUCTION, INC., a
Washington Corporation,

Defendant.

No. 18-2-23655-0

CLASS ACTION COMPLAINT

I. NATURE OF ACTION

1.1 Plaintiffs bring this class action on behalf of current and former employees of Bulwark Construction, Inc. ("Bulwark") for violations of Seattle Municipal Code Chapter 14.16 ("Paid Sick and Safe Time Ordinance" or "PSST") and the Wage Rebate Act ("WRA"), RCW 49.52 *et seq.*

II. JURISDICTION AND VENUE

2.1 The Superior Court of Washington has jurisdiction over Plaintiffs' claims pursuant to SMC 14.16.100 and RCW 2.08.010.

2.2 Venue in King County is appropriate pursuant to RCW 4.12.020 and .025.

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2 **III. PARTIES**

3 3.1 Plaintiff Brayan Dominguez is a resident of Kent, Washington, and was
4 employed by Bulwark from in or around July 2015 until in or around December 2015.

5 3.2 Plaintiff Jose Alvarez is a resident of Federal Way, Washington, and was
6 employed by Bulwark from sometime in 2013 until the Spring of 2018.

7 3.4 Defendant Bulwark is a Washington corporation located in Maple Valley,
8 Washington. Bulwark is an “employer” for purposes of SMC 14.16.010 and the WRA.
9

10 3.5 Upon information and belief, Bulwark is a “Tier 2 Employer” under SMC
11 14.16.010 and .020.

12 **IV. FACTUAL ALLEGATIONS**

13 4.1 Bulwark operates a general construction company that specializes in rebar and
14 post tension installation.

15 4.2 Bulwark assigns employees to perform work at various jobsites around the
16 Puget Sound region, including within the geographic boundaries of the City of Seattle.
17

18 4.3 At all relevant times, Bulwark employed at least 50, but fewer than 250,
19 employees on average per calendar week.

20 4.4 Plaintiffs and members of the class are current and former employees who
21 performed work within the geographic boundaries of the City of Seattle.

22 4.5 Bulwark failed to provide Plaintiffs with use of paid sick and safe time during
23 some or all of the class period. If Plaintiffs missed a day of work due to illness, Bulwark did
24 not pay them.
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26 4.6 For all or most of the class period, Bulwark did not tell Plaintiffs they had a
right to paid sick and safe time or what it could be used for.

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2 4.7 For all or most of the class period, Bulwark failed to provide employees with
3 notice of their rights under the PSST Ordinance, including but not limited to notice
4 regarding: the amount of paid sick and safe time available, the right to be protected from
5 retaliation, the right to file a complaint with the City of Seattle, Bulwark's policy and
6 procedure for meeting the requirements of the law, the accrual period for sick and safe time,
7 the rate of accrual of such hours, the purposes for which paid sick and safe time may be used,
8 the manner of paying for such time, the procedure for requesting sick and safe time.
9

10 4.7 Further, Bulwark failed to keep accurate records of hours worked and the sick
11 and safe time accruals associated with such hours.

12 4.8 By refusing to comply with the PSST Ordinance, Bulwark has acted willfully
13 and with the intent to deprive class members of their wages.
14

15 V. CLASS ACTION ALLEGATIONS

16 5.1. Plaintiffs seek to represent all former and current employees of Bulwark who
17 performed work for Bulwark within the geographic boundaries of the City of Seattle during
18 their employment.

19 5.2. This action is properly maintainable as a class action under CR 23(a) and
20 (b)(3).

21 5.3. Pursuant to CR 23(a)(1), it is impracticable to join all class members as named
22 Plaintiffs.
23

24 5.4: Pursuant to CR 23(a)(2), there are common questions of law and fact,
25 including, but not limited to: whether Bulwark failed to provide paid sick and safe time to its
26 employees; whether Bulwark maintained records of hours worked and the sick and safe time
accruals associated with such hours as required by the PSST Ordinance; whether Bulwark

1
2 failed to comply with the notice requirements of the Ordinance; the damages available to
3 class members under the Ordinance; whether Bulwark acted willfully and with intent to
4 deprive class members of their wages.

5 5.5 Pursuant to CR 23(a)(3), the named Plaintiffs' claims are typical of the claims
6 of all class members and of Bulwark's anticipated defenses thereto.

7
8 5.6 The named Plaintiffs will fairly and adequately protect the interests of the
9 class members, as required by CR 23(a)(4).

10 5.7 Pursuant to CR 23(b)(3), certification of the class is appropriate here because
11 questions of law or fact common to members of the class predominate over any questions
12 affecting only individual class members and because a class action is superior to other
13 available methods for the fair and efficient adjudication of the controversy.

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15 **VI. FIRST CAUSE OF ACTION: VIOLATION OF
16 SEATTLE MUNICIPAL CODE 14.16**

17 6.1 Plaintiffs restate and reallege the allegations set forth in all paragraphs above.

18 6.2 Bulwark's failure to, *inter alia*, provide paid sick and safe time to class
19 members and to comply with notice and posting requirements constitute violations of SMC
20 14.16.

21 6.3 As a result of Bulwark's acts and omissions, Plaintiffs and class members
22 have been damaged in amounts as will be proven at trial.

23 **VII. SECOND CAUSE OF ACTION: VIOLATIONS OF THE
24 WAGE REBATE ACT, RCW 49.52**

25 7.1 Plaintiffs restate and reallege the allegations set forth in all paragraphs above.

26 7.2 By the foregoing, Bulwark's actions constitute willful withholding of wages
in violation of RCW 49.52.050 and .070.

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2 7.3 As a result of Bulwark's acts and omissions, Plaintiffs and class members
3 have been damaged in amounts as will be proven at trial.

4 **VIII. PRAYER FOR RELIEF**

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6 Plaintiffs request that this Court enter an order granting them and class members the
7 following relief, dating from three years prior to the filing of this Complaint and continuing
8 thereafter:

- 9 A. Certification of this case as a class action;
10 B. Damages for unpaid wages inclusive of accrued sick and safe time;
11 B. Exemplary and/or liquidated damages in amounts equal to double the amounts
12 due to class members, pursuant to SMC 14.16.110(A) and RCW 49.52.070;
13
14 C. Correction of accruals of sick and safe leave banks for all class members;
15 D. Attorneys' fees and costs pursuant to SMC 14.16.110(A) and RCW 49.52;
16 E. Preliminary and permanent injunctive relief requiring Defendant to comply
17 with the notice and posting requirements of SMC 14.16.045;
18
19 F. Prejudgment interest; and
20 G. Such other and further relief as the Court deems just and proper.

21 DATED this 20th day of September, 2018.

22 SCHROETER GOLDMARK & BENDER

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Lindsay L. Halm, WSBA #37141
26 Jamal N. Whitehead, WSBA # 39818