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

HYON KIL, and MICHAEL POLLOCK,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

THR WASHINGTON II, LP; a foreign  
limited partnership, and THR PROPERTY  
MANAGEMENT, LP, a foreign limited  
partnership,

Defendants.

No. 18-2-10587-1 SEA

FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES

Plaintiffs claim against Defendants as follows:

**I. NATURE OF ACTION**

1.1. Plaintiffs bring this class action for money damages and statutory penalties on behalf of current and former employees of Defendants THR Washington II, LP and THR Washington Management, LP for violations of Washington’s Minimum Wage Act (“MWA”), RCW 49.46, Industrial Welfare Act (“IWA”), RCW 49.12, and Wage Rebate Act (“WRA”), RCW 49.52.

1 **II. JURISDICTION AND VENUE**

2 2.1. The Superior Court of Washington has jurisdiction of Plaintiffs' claims  
3 pursuant to RCW 2.08.010.

4 2.2. Venue in King County is appropriate pursuant to RCW 4.12.025.

5 2.3. All or a significant portion of the acts and omissions alleged in this Complaint  
6 took place in the State of Washington and King County.  
7

8 **III. PARTIES**

9 3.1. Defendant THR Washington II, LP is a foreign limited partnership, organized  
10 under the laws of Delaware, that conducts business in King County, Washington and  
11 throughout the Puget Sound region. THR Washington II, LP is an "employer" for purposes of  
12 the MWA, IWA, and WRA.

13 3.2. Defendant THR Property Management, LP is a foreign limited partnership,  
14 organized under the laws of Delaware, that conducts business in King County, Washington  
15 and throughout the Puget Sound region. THR Property Management, LP is an "employer" for  
16 purposes of the MWA, IWA, and WRA.  
17

18 3.3. Defendants THR Washington II, LP and THR Property Management, LP,  
19 individually and collectively do business in the State of Washington as Invitation Homes and  
20 will be referred to collectively hereafter as "Invitation Homes."

21 3.4. Plaintiff Hyon Kil is a resident of Tacoma, Washington. Mr. Kil was formerly  
22 employed as a maintenance and inspection technician for Invitation Homes, performing work  
23 in King County and elsewhere.  
24

25 3.5. Plaintiff Michael Pollock is a resident of Orting, Washington. Mr. Pollock was  
26 formerly employed as a maintenance and inspection technician for Invitation Homes,

1 performing work in King County and elsewhere.

#### 2 IV. FACTUAL ALLEGATIONS

3 4.1. Invitation Homes describes itself as “the nation’s premier home leasing  
4 company.” <https://www.invitationhomes.com/about-us/>. It owns, manages, and leases over  
5 80,000 homes across the United States and approximately 3,500 homes in the Puget Sound  
6 region.

7  
8 4.2. Invitation Homes touts the merits of its maintenance and repair services to  
9 potential customers. According to its website for the Seattle region, “We lease high-quality  
10 homes with updated amenities and smart home features, but it’s our ProCare service that sets  
11 us apart. ProCare includes pre-move-in consultation, proactive maintenance visits, and 24/7  
12 emergency support.” ProCare service includes multi-point inspections prior to move-in,  
13 move-in orientation, post move-in visits, mid-lease checkups, and 24/7 emergency and  
14 routine maintenance.

15  
16 4.3. Plaintiffs and members of the class are or were employed by Invitation Homes  
17 in the State of Washington as maintenance and inspection technicians or similar job  
18 classifications (collectively, “Technicians”).

19  
20 4.4. Technicians are responsible for inspection, maintenance, and repair of the  
21 houses leased by Invitation Homes, for conducting new renter orientations, and for other  
22 tasks included in the ProCare service.

23  
24 4.5. As part of their duties, Technicians are required to haul broken appliances,  
25 debris from repair work, and other garbage from the rental homes. Because there is no place  
26 to dispose of the debris on site, Technicians are required to haul the debris away from the  
rental homes at the end of the work day. Because the municipal dumps are typically closed

1 by the end of their work day, Technicians must transport the debris to their personal  
2 residences where they unload it and store it with other debris collected from the rental homes.  
3 Once the volume of debris warrants it, the Technicians gather it and take it to a municipal  
4 dump or transfer station.

5 4.6. Invitation Homes has refused to pay Technicians for the work time spent  
6 hauling and unloading the debris at the end of the day.

7 4.7. Because of the volume of work scheduled by Invitation Homes, the  
8 Technicians frequently are unable to take rest and lunch breaks. Invitation Homes is aware of  
9 this fact. Invitation Homes does not provide additional compensation to the Technicians for  
10 missed rest breaks and meal periods.

11 4.8. Technicians routinely work and have worked in excess of forty hours per  
12 week, including the hours worked that Invitation Homes has refused to pay.

13 4.9. Invitation Homes knows that Technicians work and have worked in excess of  
14 forty hours per week without receipt of overtime or regular compensation for all hours  
15 worked and nonetheless allows such pay practices to continue.

16 4.10. In failing to pay required compensation to Plaintiffs and other Technicians for  
17 all of their hours worked, and in failing to pay additional compensation to Plaintiffs and other  
18 Technicians for missed rest breaks and meal periods, Invitation Homes has acted willfully  
19 and with the intent of depriving Technicians of the requisite overtime and regular  
20 compensation.  
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## 24 V. CLASS ACTION ALLEGATIONS

25 5.1. Plaintiffs seek to represent all current and former employees of Invitation  
26 Homes who worked in Washington as Technicians at any time beginning three years prior to

1 the filing of this Complaint and thereafter.

2 5.2. The action is properly maintainable under CR 23(a) and (b)(3).

3 5.3. The class described is sufficiently numerous such that joinder of all of its  
4 members is impractical, as required by CR 23(a)(1).

5 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact  
6 including, but not limited to: whether class members are entitled to pay for their time spent  
7 hauling and unloading debris at the end of the work day; whether Invitation Homes failed to  
8 provide rest breaks and meal periods to class members and created conditions of work that  
9 discouraged the taking of rest breaks and meal periods; whether Invitation Homes failed to  
10 compensate class members for all hours worked; whether Invitation Homes failed to pay  
11 class members one and one-half times their regular rate of pay for time hauling debris and  
12 other hours worked exceeding 40 hours in a work week; and whether Invitation Homes, in  
13 failing to pay required wages, has acted willfully and with the intent of depriving Plaintiffs  
14 and members of the class of such compensation.

15 5.5. Pursuant to CR 23(a)(3), Plaintiffs' wage and hour claims are typical of the  
16 claims of all class members and of Invitation Homes' anticipated affirmative defenses to  
17 such claims.

18 5.6. Plaintiffs will fairly and adequately protect the interests of the class as  
19 required by CR 23(a)(4).

20 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because  
21 questions of law or fact common to members of the class predominate over any questions  
22 affecting only individual members and because a class action is superior to other available  
23 methods for the fair and efficient adjudication of the controversy.  
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1 **VI. FIRST CAUSE OF ACTION – CLASSWIDE FAILURE TO PAY WAGES IN**  
2 **VIOLATION OF THE WASHINGTON MINIMUM WAGE ACT**

3 6.1. Invitation Homes failed to pay class members for all hours worked, including  
4 but not necessarily limited to time spent hauling and unloading debris. Some of the  
5 uncompensated time incurred by Plaintiffs and class members may have fallen in work  
6 weeks in which class members performed less than forty hours of work.

7 6.2. As to this uncompensated time, Invitation Homes has violated the Washington  
8 Minimum Wage Act, RCW 49.46.020, by failing to pay class members at least the minimum  
9 wage for each hour worked.

10 6.3. As a result of Invitation Homes' acts and omissions, Plaintiffs and class  
11 members have been damaged in amounts as will be proven at trial.

12  
13 **VII. SECOND CAUSE OF ACTION – CLASSWIDE FAILURE TO PAY**  
14 **OVERTIME WAGES IN VIOLATION OF THE WASHINGTON MINIMUM**  
15 **WAGE ACT**

16 7.1. Invitation Homes failed to pay class members for all hours worked, including  
17 but not necessarily limited to time spent hauling and unloading debris. Some of the  
18 uncompensated time incurred by Plaintiffs and class members may have fallen in work weeks in  
19 which the hauling and unloading time and other hours worked, if counted, would have resulted  
20 in class members working more than forty hours in a work week or would have resulted in  
21 additional hours that should have been compensated at an overtime rate of pay.

22 7.2. As to this uncompensated time, Invitation Homes has violated the Washington  
23 State Minimum Wage Act, RCW 49.46.130, by failing to pay class members one and one-half  
24 times their regular rate of pay for the hours worked in excess of forty in a work week.

25 7.3. As a result of Invitation Homes' acts and omissions, Plaintiffs and class  
26 members have been damaged in amounts as will be proven at trial.

1 **VIII. THIRD CAUSE OF ACTION – CLASSWIDE FAILURE TO PROVIDE REST**  
2 **AND MEAL PERIODS IN VIOLATION OF THE WASHINGTON INDUSTRIAL**  
3 **WELFARE ACT**

4 8.1. The Washington Industrial Welfare Act, RCW 49.12, and its implementing  
5 regulation, WAC 296-126-092, require employers to provide 10-minute rest breaks to their  
6 employees for every four hours of work and 30-minute meal periods for work shifts greater  
7 than five hours in length.

8 8.2. Invitation Homes has violated the IWA and its implementing regulation by  
9 failing to provide Plaintiffs and members of the class with the required 10-minute rest breaks  
10 and 30-minute meal periods and by creating work schedules and conditions of work that  
11 discourage Plaintiffs and class members from taking such rest breaks and meal periods.

12 8.3. As a result of Invitation Homes' acts and omissions, Plaintiffs and class  
13 members have been damaged in amounts as will be proven at trial.

14 **IX. THIRD CAUSE OF ACTION - CLASSWIDE WILLFUL WITHHOLDING OF**  
15 **WAGES IN VIOLATION OF RCW 49.52**

16 9.1. By the foregoing, Invitation Homes' actions constitute willful withholding of  
17 wages due in violation of RCW 49.52.050 and 070.

18 9.2. As a result of Invitation Homes' acts and omissions, Plaintiffs and class  
19 members have been damaged in amounts as will be proven at trial.

20 **X. PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs request this Court enter an order granting them and class  
22 members the following relief:

23 A. Damages for lost wages in amounts to be proven at trial;

24 B. Exemplary damages in amounts equal to double the wages due to class  
25 members pursuant to RCW 49.52.070;  
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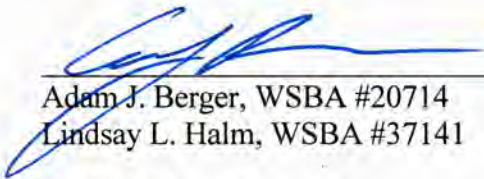
1 C. Attorneys' fees and costs pursuant to RCW 49.46.090, 49.48.030, and  
2 49.52.070;

3 D. Prejudgment interest; and

4 E. Such other and further relief as the Court deems just and proper.  
5

6 DATED this 20th day of November, 2018.

7 SCHROETER GOLDMARK & BENDER

8  
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1 DECLARATION OF SERVICE

2  
3 I, Sheila Cronan, a resident of the County of Kitsap, declare under penalty of perjury  
4 under the laws of the State of Washington that on November 20, 2018, I caused to be served  
5 utilizing the Court’s e-service system a true and correct copy of this document addressed to  
6 the following counsel of record:

7 Adam Pankratz  
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15 Attorneys for Defendants

16 DATED at Seattle, Washington this 20th day of November, 2018.

17  
18   
19 SHEILA CRONAN  
20 Paralegal