

The Honorable Carol Murphy

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

JASON BEECHLER, on behalf of himself and all  
others similarly situated,

No. 17-2-02344-34

Plaintiff,

CLASS ACTION COMPLAINT

v.

RAINIER DODGE, INC., a Washington  
corporation,

Defendant.

Plaintiff claims against Defendant as follows:

**I. NATURE OF ACTION**

1. Plaintiff brings this class action for money damages and statutory penalties for breach of contract and wage law violations on behalf of current and former employees of Defendant Rainier Dodge, Inc. ("Rainier Dodge") for violations of the company's compensation and commission agreements, the Washington Wage Payment Act ("WPA"), RCW 49.48, and the Washington Wage Rebate Act ("WRA"), RCW 49.52.

**II. JURISDICTION AND VENUE**

2. The Superior Court of Washington has jurisdiction of Plaintiff's claims

1 pursuant to RCW 2.08.010 and CR 23.

2 3. Venue in Thurston County is appropriate pursuant to RCW 4.12.025.

3 4. All or a significant portion of the acts and omissions alleged herein took place  
4 in the State of Washington and Thurston County.

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6 **III. PARTIES**

7 5. Plaintiff Jason Beechler is a resident of Olympia, Washington and was  
8 formerly employed as a salesperson by Rainier Dodge.

9 6. Defendant Rainier Dodge, Inc. is a Washington corporation with its principal  
10 place of business in Olympia, Washington. Rainier Dodge is an “employer” for purposes of  
11 the WPA and the WRA.

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13 **IV. FACTUAL ALLEGATIONS**

14 7. Defendant is in the business of buying and selling new and used automotive  
15 vehicles.

16 8. Plaintiff and members of the class work and have worked for Defendant as  
17 commissioned salespeople.

18 9. Plaintiff was hired by Defendant and provided a written pay plan which was  
19 agreed to and signed by the Plaintiff. See Exhibit A.

20 10. Until approximately August 1, 2016, Defendant paid all members of the class  
21 according to the same or substantially similar written pay plan (the “Pay Plan”).

22 11. The underlying concept of the Pay Plan is that vehicles would be acquired by  
23 Defendant at a cost and resold at a profit. Plaintiff and the class members would receive a  
24 percentage of that profit as set forth in the Pay Plan.  
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1           12.     It was understood and agreed that Defendant assessed a cost, also known as a  
2 “pack,” to each and every vehicle that was sold by Plaintiff and the class members. This was  
3 an agreed-upon cost as set forth in the Pay Plan, and was intended to help cover the  
4 dealership’s general expenses like overhead and advertising.

5           13.     With respect to used automobiles, the agreed-upon pack was \$450, which  
6 would reduce the commission as per the Pay Plan.

7           14.     As an example, on a 25% commission the Plaintiff’s commission would be  
8 reduced by about \$100 as a result of this pack or added cost.

9           15.     For a new vehicle, the agreed-upon pack was 3% of the invoice of the vehicle.

10          16.     These packs were agreed-upon and were completely disclosed.

11          17.     The profit and cost of the vehicles would determine the gross commissionable  
12 proceeds or the dollar figure upon which salespeople’s commissions would be calculated.  
13 Profit and gross commissionable proceeds were based on the cost of a vehicle after a pack was  
14 added.

15          18.     Plaintiff learned in or about July 2016 that Defendant was and had been  
16 improperly adding costs (non-agreed pack) to vehicles which reduced the gross  
17 commissionable proceeds.

18          19.     Defendant manipulated the computer records and used the back screens and the  
19 software which was used to run the dealership to add artificial and improper costs to each and  
20 every vehicle that was acquired and subsequently sold by the dealership.

21          20.     For example, beginning on or about April 1, 2010, Defendant added \$300 to  
22 the cost of used vehicles and beginning on or about March 1, 2011, Defendant added \$300 to  
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1 the cost of new vehicles.

2 21. Beginning on or about December 1, 2014, Defendant also increased the cost of  
3 used vehicles by \$100 as a wholesale allowance or similarly denominated charge.

4 22. Defendant also impermissibly increased the cost of vehicles by adding other,  
5 non-agreed fees and expenses, including but not limited to used vehicle inspection, oil and  
6 filter change, and gas, and by artificially inflating the cost of such fees and expenses beyond  
7 the actual cost to the dealership.  
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9 23. These increased costs were not agreed to by Plaintiff or the class members and  
10 violated the Pay Plan.

11 24. Thus, Plaintiff and the other class members had their commissions reduced on  
12 each and every transaction as a result of Defendant improperly and artificially inflating the  
13 cost of vehicles in violation of the Pay Plan.  
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15 25. Defendant increased the nominal cost of vehicles without making appropriate  
16 disclosures and or notifying Plaintiff and the class members of the decrease in commissions.

17 26. All of these increased costs are contained in the computer program back  
18 screens, also known as scheduled cost.  
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20 27. At all times, Defendant's management and owners were aware of the improper  
21 scheduled costs contained in the computer system that were not readily accessible to Plaintiff  
22 and the class members.

23 28. Defendant increased the nominal cost of the vehicles intentionally and willfully  
24 to the detriment of Plaintiff and the class members in order to reduce the gross  
25 commissionable proceeds and the commissions payable to the class.  
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1           29. Defendant improperly pocketed excessive profits by failing to pay properly  
2 earned commission to Plaintiff and other salespeople.

3           30. Plaintiff confronted Defendant and gave it a chance to rectify the errors.  
4 Defendant refused to do so and instead allowed such practices to continue.

5           31. Beginning on or about August 1, 2016, Defendant implemented a new pay plan  
6 for Plaintiff and all members of the class, which added an additional "hard pack" to the cost of  
7 vehicles. However, even after implementing this new pay plan, Defendant continued to  
8 impermissibly increase the cost of vehicles by adding non-agreed fees and expenses, including  
9 but not limited to used vehicle inspection, oil and filter change, and gas, and by artificially  
10 inflating the cost of such fees and expenses beyond the actual cost to the dealership.  
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13           **V. CLASS ACTION ALLEGATIONS**

14           32. Plaintiff seeks to represent all past and present employees who worked for  
15 Rainier Dodge as commissioned salespeople at any time starting six years before the filing of  
16 this Complaint and continuing thereafter.

17           33. This action is properly maintainable under CR 23(a) and (b)(3).

18           34. The class described in paragraph 5.1 is sufficiently numerous that joinder of all  
19 of them is impractical, as required by CR 23(a)(1).  
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21           35. Pursuant to CR 23(a)(2), there are common questions of law and fact  
22 including, but not limited to: whether Defendant had a systematic pattern and practice of  
23 adding non-agreed pack to vehicle costs such that class members did not receive their full  
24 commissions owed; whether the addition of non-agreed pack violated the Pay Plan agreed to  
25 by Defendant and the salespeople; and whether Defendant has acted willfully and with the  
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1 intent to deprive Plaintiff and the members of the class of required compensation by adding  
2 the non-agreed pack.

3 36. Pursuant to CR 23(a)(3), the named Plaintiff's wage claims are typical of the  
4 claims of all class members and of Defendant's anticipated affirmative defenses thereto.

5 37. The named Plaintiff will fairly and adequately protect the interests of the class  
6 as required by CR 23(a)(4).

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

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13 **VI. FIRST CAUSE OF ACTION - BREACH OF CONTRACT**

14 39. Plaintiff restates and realleges the allegations set forth in all paragraphs above.

15 40. Defendant's use of non-agreed pack and failure to pay the full commissions  
16 owed to Plaintiff and the class members breached its compensation and commission  
17 agreements with them under Washington law.

18 41. As a result of Defendant's acts and omissions, Plaintiff and the class members  
19 have been damaged in amounts as will be proven at trial.

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21 **VII. SECOND CAUSE OF ACTION - FAILURE TO PAY ALL WAGES DUE  
22 AT TERMINATION IN VIOLATION OF THE WASHINGTON WAGE  
23 PAYMENT ACT**

24 42. Plaintiff restates and realleges the allegations set forth in all paragraphs above.

25 43. Plaintiff and some class members terminated their employment with Defendant  
26 during the putative class period.

1           44. Defendant was obligated to pay those terminated class members their full  
2 wages due by the end of the first pay period following the date of termination pursuant to  
3 RCW 49.48.010.

4           45. By failing to pay Plaintiff and other terminated class members the full  
5 commission owed them by the end of the first pay period following the date of termination,  
6 Defendant violated RCW 49.48.010.

7           46. As a result of Defendant's acts and omissions, Plaintiff and the terminated  
8 class members have been damaged in amounts as will be proven at trial.

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10           **VIII. THIRD CAUSE OF ACTION - CLASSWIDE WILLFUL**  
11           **WITHHOLDING OF WAGES IN VIOLATION OF RCW 49.52**

12           47. Plaintiff restates and realleges the allegations set forth in all paragraphs above.

13           48. By the foregoing, Defendant's actions constitute willful withholding of agreed  
14 upon wages in violation of RCW 49.52.050 and .070.

15           49. As a direct and proximate result of the foregoing, Plaintiff and the class  
16 members have suffered and continue to suffer loss of compensation in amounts as will be  
17 proven at trial.

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19           **IX. FOURTH CAUSE OF ACTION – UNJUST ENRICHMENT**

20           50. Plaintiff restates and realleges the allegations set forth in all paragraphs above.

21           51. By the foregoing, Defendant has retained amounts that should have been paid  
22 to Plaintiff and the class members and has been unjustly enriched by its actions.

23           52. As a direct and proximate result of the foregoing, Plaintiff and the class  
24 members have suffered and continue to suffer loss of compensation in amounts as will be  
25 proven at trial.  
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**X. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests this Court enter an order granting him and the class members the following relief:

- A. Damages for lost wages in amounts to be proven at trial;
- B. Exemplary damages in amounts equal to double the wages due to class members, pursuant to RCW 49.52.070;
- C. Attorneys' fees and costs pursuant to RCW 49.48.030 and RCW 49.52.070;
- D. Prejudgment interest; and
- E. Such other and further relief as the Court deems just and proper.

DATED this 19<sup>th</sup> day of April, 2017.

SCHROETER GOLDMARK & BENDER

  
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Adam J. Berger, WSBA #20714  
Lindsay L. Halm, WSBA #37141

THE LAW OFFICE OF  
JONATHAN RUDNICK LLC  
Jonathan Rudnick Esq., NJ Bar #034721990  
788 Shrewsbury Avenue, Suite 204  
Tinton Falls NJ 07724  
Phone: (732) 842-2070

*Attorneys for Plaintiffs*