

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

KATHY M. ALLSTOT, individually and on
behalf of all persons similarly situated,

Plaintiff,

v.

CONFLUENCE HEALTH, a Washington
corporation,

Defendant.

No.

CLASS ACTION COMPLAINT FOR
DAMAGES

Plaintiff claims against Defendant as follows:

I. NATURE OF ACTION

1.1. Plaintiff brings this class action for money damages and statutory penalties for wage law violations on behalf of similarly situated current and former employees of Defendant Confluence Health ("Confluence" or "employer") for violating the Washington Minimum Wage Act ("MWA"), RCW 49.46, and the Wage Rebate Act ("WRA"), RCW 49.52.

II. JURISDICTION AND VENUE

2.1. The Superior Court of Washington has jurisdiction of Plaintiff's claims pursuant to RCW 2.08.010.

1 2.2. Venue in Chelan County is appropriate pursuant to RCW 4.12.025.

2 2.3. Many of the acts and omissions alleged herein took place in Chelan County.

3 **III. PARTIES**

4 3.1. Plaintiff Kathy M. Allstot is a resident of Douglas County, Washington and
5 citizen of Washington and was formerly employed by Confluence as a Call Center Specialist,
6 in its call center.
7

8 3.2. Defendant Confluence Health is a Washington non-profit corporation with its
9 principal place of business in Wenatchee, Washington. Confluence does business in Chelan
10 County and in the state of Washington and is an "employer" for purposes of the MWA and
11 the WRA.
12

13 **IV. STATEMENT OF FACTS**

14 4.1. Confluence owns and operates an integrated rural healthcare delivery system
15 across North Central Washington, including in Chelan, Douglas, Okanogan and Grant
16 Counties. Confluence has over 3,600 employees and annual revenues in excess of \$1 billion.

17 4.2. Plaintiff and members of the class are current and former employees of
18 Confluence who are or have been paid by the hour for work performed in the state of
19 Washington.

20 4.3. Plaintiff and members of the class frequently worked more than forty (40)
21 hours in a given work week.

22 4.4. At all relevant times, Confluence has determined the number of hours worked
23 by Plaintiff and class members pursuant to its own "Time Clock Policy." Under the Policy,
24 Confluence rounds employees' actual clock-in and clock-out times to the nearest quarter
25
26

1 hour. For example, under the Time Clock Policy, if an employee clocks in at 8:53 a.m., her
2 paid time would not start until 9:00 a.m..

3 4.5. Although apparently neutral on its face, in practice the Time Clock Policy
4 provides a unilateral benefit to Confluence and a detriment to employees. For example,
5 employees who clock in one minute or more after their scheduled start time are subject to
6 discipline and potential termination for tardiness, while employees who clock in and begin
7 working up to seven minutes prior to their scheduled start time are only paid from their
8 scheduled start time. Thus, Confluence obtains a benefit from the early punches while
9 discouraging, and thus denying employees an offsetting benefit, from late punches. Further,
10 employees are not permitted to clock in more than seven minutes before their scheduled start
11 time, yet an employee who clocks in more than seven minutes late, will not only be subject to
12 discipline, but will not be paid until the start of the next quarter hour. Thus, Confluence takes
13 a benefit from these late punches (rounding to the next quarter hour), while preventing and
14 depriving employees a corollary benefit if they arrive to work early (rounding to the previous
15 quarter hour).
16
17

18 4.6. At all relevant times, Confluence also has followed a policy and practice that
19 docks Plaintiff and other employees 15 minutes of pay if they clock in late at the end of their
20 meal break by even one minute.

21
22 4.7. By its implementation of its Time Clock Policy and its docking policy with
23 respect to meal breaks, Confluence has acted willfully and with intent to deprive class
24 members of their proper wages.
25
26

1 **V. CLASS ACTION ALLEGATIONS**

2 5.1. Plaintiff seeks to represent a class of all current and former hourly paid
3 employees of Confluence who were subject to Confluence's Time Clock Policy at any time
4 beginning three years prior to the filing of this Complaint and continuing thereafter.
5

6 5.2. Plaintiff also seeks to represent a class or subclass of all past and present
7 hourly paid employees of Confluence who were docked paid work time as a result of
8 clocking back late from lunch at any time beginning three years prior to the filing of this
9 Complaint and continuing thereafter.

10 5.3. These claims are properly maintainable as a class action under CR 23(a) and
11 (b)(3).

12 5.4. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the
13 class and subclass as defined herein as named plaintiffs.
14

15 5.5. Pursuant to CR 23(a)(2), there are common questions of law and fact to the
16 class and subclass including, but not limited to, whether Confluence engaged in a biased
17 implementation of its Time Clock Policy, whether its implementation of its Time Clock
18 Policy violated the MWA, whether Confluence violated the MWA by docking employees'
19 work time for clocking back late from lunch, and whether it has acted willfully and with
20 intent to deprive class members of their proper wages.
21

22 5.6. Pursuant to CR 23(a)(3), the named Plaintiff's wage and hour claims are
23 typical of the claims of all class and subclass members and of Confluence's anticipated
24 defenses thereto.

25 5.7. The named Plaintiff will fairly and adequately protect the interests of the class
26 as required by CR 23(a)(4).

1 5.8. Pursuant to CR 23(b)(3), class certification is appropriate here because
2 questions of law or fact common to members of the class and subclass predominate over any
3 questions affecting only individual members and because a class action is superior to other
4 available methods for the fair and efficient adjudication of the controversy.
5

6 **CLAIMS FOR RELIEF**

7 **VI. TIME CLOCK POLICY**

8 6.1. Under the Minimum Wage Act, RCW 49.46, Confluence must pay its hourly
9 employees for all time worked.

10 6.2. Employers are permitted to round an employee's actual clock-in and clock-out
11 times to the nearest quarter hour, but only if the rounding practice is implemented in both
12 directions, so that, on the whole, employees are compensated for all time they actually work.

13 6.3. Confluence's implementation of its Time Clock Policy and related attendance
14 policies leads to biased results that deny employees full compensation for all time actually
15 worked.
16

17 6.4. Confluence's biased implementation of its Time Clock Policy violates the
18 MWA and denies employees regular and overtime compensation due them under the MWA.

19 6.5. Confluence's biased implementation of its Time Clock Policy constitutes
20 willful withholding of wages under the WRA, RCW 49.52.050 & .070.
21

22 6.6. As a result of Confluence's acts and omissions, Plaintiff and the class
23 members have been damaged in amounts as will be proven at trial.
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

VII. MEAL BREAK DOCKING

7.1. Confluence's policy and practice of docking hourly paid employees 15 minutes of pay for clocking in less than 15 minutes late from meal periods denies employees full compensation for all time actually worked.

7.2. Confluence's meal break docking policy and practice violates the MWA and denies employees regular and overtime compensation due them under the MWA.

7.3. Confluence's meal break docking policy and practice constitute willful withholding of wages under the WRA, RCW 49.52.050 & .070.

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

VIII. PRAYER FOR RELIEF

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

- A. Certification of this case as a class action;
- B. Damages for lost wages in amounts to be proven at trial;
- C. Exemplary damages in amounts equal to double the wages due to Plaintiff and the class members, pursuant to RCW 49.52.070;
- D. Attorneys' fees and costs pursuant to RCW 49.46.090, RCW 49.48.030, and RCW 49.52.070;
- E. Prejudgment interest; and
- F. Such other and further relief as the Court deems just and proper.


//
//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

//
//

DATED this 8th day of May, 2018.

SCHROETER, GOLDMARK & BENDER



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

LACY KANE & KUBE



Corey M. Kane, WSBA #49710

Attorneys for Plaintiff