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TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

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

NICHOLAS MITCHELL, individually and
on behalf of all persons similarly situated,

Plaintiff,

v.

PACIFIC PIE, INC., d/b/a/ DOMINO'S
PIZZA, a Washington corporation, and
LIBERTY PIZZA, LLC, d/b/a DOMINO'S
PIZZA, a Washington corporation, and
SHANE ANDERSON, an Individual,

Defendants.

No.

18202516-2

CLASS ACTION COMPLAINT FOR
DAMAGES

Plaintiff claims against Defendants as follows:

I. NATURE OF ACTION

1.1. Plaintiff Nicholas Mitchell delivered pizza for a Domino's franchisee. He brings this class action on behalf of himself and other pizza delivery drivers ("Drivers") against Defendants Pacific Pie, Inc., Liberty Pizza, LLC, and Shane Anderson for violating Washington's Minimum Wage Act ("MWA"), RCW 49.46, Wage Rebate Act ("WRA"), RCW 49.52, and Industrial Welfare Act ("IWA"), RCW 49.12 and WAC 296-126-092.

1 **II. PARTIES & JURISDICTION**

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

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

5 2.3. Many of the acts and omissions alleged herein took place in Spokane County.
6

7 **III. PARTIES**

8 3.1. Defendant Shane Anderson is a resident of Spokane County, Washington.
9 Anderson is the Governor and owner and oversees the operations of the following pizza
10 delivery businesses in Spokane County: Defendant Pacific Pie, Inc. and Defendant Liberty
11 Pizza, LLC, both of which do business as "Domino's Pizza" (together, "the Domino's
12 Restaurants").

13 3.2. The Domino's Restaurants have their principal place of business in Spokane
14 County, Washington.

15 3.3. On information and belief, the working conditions are substantially similar in
16 the Domino's Restaurants owned and operated by Defendant Shane Anderson.
17

18 3.4. Defendants are "employers" for purposes of the MWA, the WRA, and the
19 IWA.

20 3.5. Plaintiff Nicholas Mitchell was, at all relevant times, a resident of Spokane
21 County, Washington. He was employed by Defendants Pacific Pie, Inc. and Shane Anderson
22 as a pizza delivery driver from approximately August 2016 to May of 2018.
23

24 **IV. STATEMENT OF FACTS**

25 4.1. Plaintiff and class members are Defendants' current and former employees
26 who work or have worked as pizza delivery drivers (together, "Drivers").

1 4.2. At various times during the class period, Defendants engaged in a practice of
2 discouraging Drivers from clocking in at their scheduled start time if there was insufficient
3 work for them. Rather than send Drivers home in such circumstances, Defendants instructed
4 Drivers to wait on the premises without pay until they were needed (hereafter “wait time”).

5 4.3. In addition, Defendants engaged in a practice of requiring Drivers to work
6 shifts of greater than five hours without providing a 30-minute meal period.
7

8 4.4. Due to the nature of the work and their failure to affirmatively provide 30-
9 minute meal periods, Defendants created a workplace culture that interfered with and
10 discouraged Drivers from receiving meal breaks.

11 4.5. In refusing to pay Drivers for wait time and in failing to provide legally-
12 required meal periods, Defendants acted willfully and within intent to deprive the Drivers of
13 their wages.
14

15 V. CLASS ACTION ALLEGATIONS

16 5.1. Plaintiff seeks to represent a class of current and former Drivers who worked
17 for Defendants at any time beginning three years prior to the filing of this Complaint and
18 continuing thereafter.

19 5.2. Plaintiff’s claims are properly maintainable as a class action under CR 23(a)
20 and (b)(3).
21

22 5.3. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the
23 class and subclass as defined herein as named plaintiffs.

24 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact to the
25 class including, but not limited to, whether Defendants engaged in a practice of having
26 Drivers show up and remain on the premises without pay until their labor was needed;

1 whether Defendants paid Drivers for such wait time; whether Defendants failed to provide
2 thirty-minute meal periods to Drivers on shifts lasting more than five hours; whether this
3 failure violates WAC 296-126-092; whether Defendants owe Drivers wages for days on
4 which their shifts lasted more than five hours; and whether Defendants acted willfully and
5 with intent to deprive Drivers of their wages in requiring them to show up and wait for work
6 and in failing to provide meal periods.
7

8 5.5. Pursuant to CR 23(a)(3), the named Plaintiff's wage and hour claims are
9 typical of the claims of all class members and of Defendants' anticipated defenses thereto.

10 5.6. The named Plaintiff will fairly and adequately protect the interests of the class
11 as required by CR 23(a)(4).

12 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because
13 questions of law or fact common to members of the class predominate over any questions
14 affecting only individual members and because a class action is superior to other available
15 methods for the fair and efficient adjudication of the controversy.
16

17 VI. UNPAID WAIT TIME

18 6.1. Plaintiff restates and realleges the allegations set forth above.

19 6.2. Defendants' failure to pay Drivers for time spent on the premises waiting for
20 work ("wait time") constitutes a violation of the Minimum Wage Act.
21

22 6.3. As a result of Defendants' acts and omissions, Plaintiff and class members
23 have been damaged in amounts as will be proven at trial.

24 6.4. Defendants' refusal to pay Plaintiff and class members for wait time
25 constitutes willful withholding of wages under the Wage Rebate Act, RCW 49.52.050 &
26 .070.

1 **VII. MEAL BREAK VIOLATION**

2 7.1. Plaintiff restates and realleges the allegations set forth above.

3 7.2. Defendants' failure to provide Drivers with meal periods constitutes a
4 violation of the Industrial Welfare Act and its implementing regulations and of the Minimum
5 Wage Act.

6 7.3. As a result of Defendants' acts and omissions, Plaintiff and class members
7 have been damaged in amounts as will be proven at trial.

8 7.4. Defendants' refusal to provide meal periods constitutes willful withholding of
9 wages under the Wage Rebate Act, RCW 49.52.050 & .070.

10 **VIII. PRAYER FOR RELIEF**

11 Plaintiff requests the Court enter an order granting him and the class members the
12 following relief:
13

14 A. Certification of this case as a class action;

15 B. Damages for lost wages in amounts to be proven at trial;

16 C. Exemplary damages in amounts equal to double the wages due to Plaintiff and
17 the class members, pursuant to RCW 49.52.070;

18 D. Attorneys' fees and costs pursuant to RCW 49.46.090, RCW 49.48.030, and
19 RCW 49.52.070;

20 E. Prejudgment interest; and

21 F. Such other and further relief as the Court deems just and proper.

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23 ///

1 DATED this 29th day of May, 2018.

2 SCHROETER GOLDMARK & BENDER

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

7 *Attorneys for Plaintiff*

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