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E-FILED
JANUARY 30, 2020
KIM MORRISON
CHELAN COUNTY CLERK

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

KEN BENNETT, individually and on behalf
of all persons similarly situated,

Plaintiff,

v.

CONFLUENCE HEALTH, a Washington
corporation, and CENTRAL
WASHINGTON HEALTH SERVICES
ASSOCIATION, a Washington corporation,

Defendants.

No. **20-2-00096-04**

CLASS ACTION COMPLAINT FOR
DAMAGES

Plaintiff claims against Defendants as follows:

I. NATURE OF ACTION

1.1. Plaintiff Ken Bennett brings this wage and hour class action for money damages and statutory penalties on behalf of similarly situated current and former hourly-paid employees of Defendant Confluence Health (“Confluence Health”) and/or Central Washington Health Services Association (“CWHSA”). Plaintiff alleges that Defendants violated the Washington Industrial Welfare Act (“IWA”), RCW 49.12, and Wage Rebate Act (“WRA”), RCW 49.52, by scheduling employees to work shifts of twelve (12) hours or more without providing them two 30-minute meal periods during such shifts.

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II. JURISDICTION AND VENUE

- 2.1. The Superior Court of Washington has jurisdiction of Plaintiff’s claims pursuant to RCW 2.08.010.
- 2.2. Venue in Chelan County is appropriate pursuant to RCW 4.12.025.
- 2.3. All or most of the acts and omissions alleged herein took place in Chelan County.

III. PARTIES

- 3.1. Plaintiff Ken Bennett is a resident of Spokane County, Washington and was formerly employed as an hourly-paid nurse at Central Washington Hospital in Wenatchee, Washington. Plaintiff regularly worked scheduled 12-hour shifts.
- 3.2. Defendant Confluence Health is a Washington non-profit corporation with its principal place of business in Wenatchee, Washington. Confluence Health does business in Chelan County and in the state of Washington and is an “employer” for purposes of the IWA, the MWA, and the WRA.
- 3.3. Confluence Health provides health care services through multiple hospitals and clinics across north central Washington, all operating under the “Confluence Health” name. One of its affiliated hospitals (Central Washington Hospital) is operated by Defendant Central Washington Health Services Association (“CWHSA”).
- 3.4. CWHSA is a Washington public benefit corporation doing business under the “Confluence Health” name. Its principal place of business is in Wenatchee, Washington. CWHSA is an “employer,” separately or jointly with Confluence Health, for purposes of the IWA, the MWA, and the WRA.

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IV. STATEMENT OF FACTS

4.1. Plaintiff and members of putative class of hourly-paid workers were or are employed by Confluence Health and CWHSA at Central Washington Hospital.

4.2. During all relevant times, Defendants scheduled Plaintiff and other employees at Central Washington Hospital to work shifts of 12 hours or more. On such shifts, Confluence Health and CWHSA failed to provide employees with two 30-minute meal periods as required by the IWA and WAC 296-126-092(1)-(2), and failed to provide additional compensation when employees did not or could not take a second meal period.

4.3. On information and belief, Defendants' timeclock system is set to default to one unpaid meal period per shift, even for shifts that span 12 hours or more. Due to workload demands at Central Washington Hospital, employees assigned shifts of 12 hours or more did not regularly receive two meal periods, if ever.

4.4. By scheduling hourly-paid employees to work shifts of 12 hours or more without providing them two meal periods, Confluence and CWHSA have acted willfully and with intent to deprive class members of their proper wages.

V. CLASS ACTION ALLEGATIONS

5.1. Plaintiff seeks to represent a class of all hourly-paid employees currently and formerly employed by Confluence Health and CWHSA at Central Washington Hospital who worked shifts of 12 hours or longer at any time beginning three years prior to the filing of this Complaint and continuing thereafter.

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

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

3 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact to the
4 class including, but not limited to, whether Confluence and CWWSA failed to provide two
5 meal periods to employees who worked shifts of 12 hours or more, whether this failure
6 violated the IWA, and whether Defendants have acted willfully and with intent to deprive
7 class members of their proper wages.
8

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

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

13 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because
14 questions of law or fact common to members of the class predominate over any questions
15 affecting only individual members and because a class action is superior to other available
16 methods for the fair and efficient adjudication of the controversy.
17

18 **VI. CLAIMS FOR RELIEF**

19 **FIRST CAUSE OF ACTION – VIOLATION OF THE IWA**

20 6.1. For shifts of twelve (12) or more hours, the Washington Industrial Welfare
21 Act, RCW 49.12, and its implementing regulation, WAC 296-126-092, require employers to
22 provide two 30-minute meal periods.
23

24 6.2. Defendants violated the IWA and its implementing regulation by failing to
25 provide Plaintiff and members of the class with two compliant 30-minute meal periods for
26

1 shifts of 12 hours or longer and by creating work schedules, timeclock procedures, and
2 conditions of work that discourage such compliance.

3 6.3. As a result of Defendants' acts and omissions, Plaintiff and members of the
4 class have been damaged in amounts to be proven at trial.

5 **SECOND CAUSE OF ACTION – VIOLATION OF THE WRA**

6 6.4. Defendants' acts and omissions, as alleged above, constitute willful
7 withholding of wages due in violation of the Wage Rebate Act, RCW 49.52.050 and 070.

8 6.5. As a result of Defendants' acts and omissions, Plaintiff and members of the
9 class have been damaged in amounts to be proven at trial.

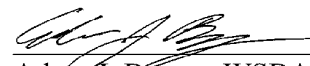
10 **VII. PRAYER FOR RELIEF**

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

- 13
- 14 A. Certification of this case as a class action;
 - 15 B. Damages and 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 putative class members, pursuant to RCW 49.52.070;
 - 18 D. Attorneys' fees and costs pursuant to RCW 49.48.030 and RCW 49.52.070;
 - 19 E. Prejudgment interest; and
 - 20 F. Such other and further relief as the Court deems just and proper.
- 21

22 DATED this 30th day of January, 2020.

23
24 SCHROETER GOLDMARK & BENDER

25 
26 Adam J. Berger, WSBA #20714
Lindsay L. Halm, WSBA #37141
Counsel for Plaintiff