GEGEÁÙÒÚÁHEÁEFKFÏÁÚT 1 SOÞ ŐÁÔU WÞVŸ ÙWÚÒÜQJÜÁÔUWÜVÁÔŠÒÜS 2 ÒËZ(ŠÒÖ ÔOEÙÒÁÀKÁG€ËGËFIÍÎHË ÁSÞV 3 4 5 6 7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING 8 9 JUSTIN L. OAKLEY, individually and on No. behalf of all those similarly situated, CLASS ACTION COMPLAINT FOR 10 Plaintiff, **DAMAGES** 11 VS. 12 DOMINO'S PIZZA LLC, 13 a foreign limited liability company, 14 Defendant. 15 Plaintiff claims against Defendant as follows: 16 **NATURE OF ACTION** 17 I. 18 1.1. Plaintiff Justin L. Oakley, individually and on behalf of all individuals currently or 19 formerly employed by Defendant as commercial truck drivers based out of Washington state, 20 brings this action for money damages and statutory penalties for violations of the Washington 21 Minimum Wage Act ("MWA"), RCW 49.46, and Wage Rebate Act ("WRA"), RCW 49.52. 22 II. JURISDICTION AND VENUE 23 2.1. The Superior Court of Washington has jurisdiction of Plaintiff's claims pursuant to RCW 2.08.010. 24

Venue in King County is appropriate pursuant to RCW 4.12.025.

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2.3. Defendant transacts business in King County, and at least some of the acts and omissions alleged in this Complaint took place in the State of Washington and King County.

III. PARTIES

- 3.1. Defendant Domino's Pizza LLC, hereafter "Domino's", partially through subsidiaries, operates restaurants, licenses and franchises restaurants, and distributes food and other supplies to restaurants throughout the United States of America and in more than 90 countries throughout the world. Domino's is an employer for purposes of the MWA and WRA.
- 3.2. Plaintiff Justin L. Oakley is a resident of Rochester, Washington and was formerly employed by Defendant as a commercial delivery and service driver based out of its distribution center in Kent, Washington.

IV. FACTUAL ALLEGATIONS

- 4.1. Plaintiff and members of the putative class are or were employed by Defendant as commercial truck drivers that delivered food and supplies from its Kent distribution center to restaurants located within and outside of Washington. Plaintiff and the putative class members were the last links in a stream of interstate commerce through which Domino's delivered food and supplies to its owned and franchised restaurants in Washington and other neighboring states.
- 4.2. Defendant compensated Plaintiff and members of the putative class primarily on a "per task", "per mile", "per pound" or other "piece rate" methodology.
- 4.3. Plaintiff and members of the putative class frequently worked greater than forty hours per week.
- 4.4. Defendant failed to pay Plaintiff and members of the putative class overtime or the reasonable equivalent of overtime for hours worked over forty in a workweek. Indeed, Defendant's Team Member Handbook for its Supply Chain Center expressly states, "If you are classified as a delivery and service driver you are exempt from overtime pay pursuant to the Motor Carrier Act...."

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Defendant asked Plaintiff and members of the putative class to sign an arbitration 4.5. agreement under the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as a condition of their employment. Because Plaintiff and the members of the putative class are transportation workers engaged in interstate commerce, that arbitration agreement and its class action waiver are unenforceable against them under 9 U.S.C. § 1.

CLASS ACTION ALLEGATIONS

- 5.1. Plaintiff seeks to represent all individuals employed by Defendant at any time from September 30, 2017 and thereafter as commercial delivery and service drivers or in any other position with similar duties based out of Washington state.
 - 5.2. This action is properly maintainable as a class action under CR 23(a) and (b)(3).
- 5.3. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the class as defined herein as named plaintiffs.
- 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact among Plaintiff and members of the putative class including whether (1) Defendant failed to pay Plaintiff and members of the putative class overtime or the reasonable equivalent of overtime for all hours worked over forty; (2) whether Defendant was required to pay Plaintiff and the members of the putative class overtime or the reasonable equivalent of overtime under the MWA, 49 RCW 46.130(2)(f); and (3) whether Defendant acted willfully and with intent to deprive Plaintiff and members of the putative class of wages.
- 5.5. Pursuant to CR 23(a)(3), the named Plaintiff's claims are typical of the claims of all class members and of Defendant's anticipated defenses thereto.
- 5.6. The named Plaintiff and his counsel will fairly and adequately protect the interests of the class as required by CR 23(a)(4).
- 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because questions of law or fact common to members of the class predominate over any questions affecting only

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individual members, and because a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

VI. FIRST CAUSE OF ACTION – CLASSWIDE FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF THE WASHINGTON MINIMUM WAGE ACT

- 6.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.
- 6.2. Defendant violated the Washington State Minimum Wage Act, RCW 49.46.130, by failing to pay Plaintiff and members of the putative class one and one-half times their regular rate of pay for weekly hours worked in excess of forty or the reasonable equivalent thereof.
- 6.3. As a result of Defendant's acts and omissions, Plaintiff and members of the putative class have been damaged in amounts as will be proven at trial.

VII. SECOND CAUSE OF ACTION – CLASSWIDE WILLFUL WITHHOLDING OF WAGES IN VIOLATION OF THE WASHINGTON WAGE REBATE ACT

- 7.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.
- 7.2. By the foregoing, Defendant's actions constitute willful withholding of wages due in violation of RCW 49.52.050 and 070.
- 7.3. As a result of Defendant's acts and omissions, Plaintiff and members of the putative class have been damaged in amounts as will be proven at trial.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests this Court enter an order against Defendant granting the following relief:

- A. Certification of this case as a class action pursuant to CR 23(a) and (b)(3);
- B. Damages for unpaid wages in amounts to be proven at trial;
- C. Exemplary damages in amounts equal to the unpaid wages due to Plaintiff and members of the putative class pursuant to RCW 49.52.070;
 - D. Attorneys' fees and costs pursuant to RCW 49.46.090, 49.48.030, and 49.52.070;
 - E. Prejudgment interest pursuant to RCW 19.52.010; and

1	F. Such other and further relief as the Court deems just and proper.
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3	DATED this 30 th Day of September, 2020.
4	ENTENTE LAW PLLC
5	s/ James B. Pizl
6	James B. Pizl, WSBA #28969
7	SCHROETER GOLDMARK & BENDER
8	s/ Adam J. Berger
9	Adam J. Berger, WSBA #20714 Lindsay L. Halm, WSBA #37141 Jamal N. Whitehead, WSBA #39818
10	Jamai N. Whitehead, WSBA #39818
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