

The Honorable Mary Roberts

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

CHRIS CARLSON, individually and on
behalf of all persons similarly situated,

Plaintiff,

v.

HOME DEPOT U.S.A., INC., a foreign
corporation; and THE HOME DEPOT,
INC., a foreign corporation,

Defendants.

No. 20-2-10496-5 SEA

CLASS ACTION COMPLAINT FOR
DAMAGES

Plaintiff's claims against Defendants are as follows:

I. NATURE OF ACTION

1.1. Plaintiff Chris Carlson worked as an in-store supervisor for Defendants The Home Depot U.S.A., Inc. and The Home Depot, Inc. (collectively, "The he Home Depot"), most recently in their Federal Way, Washington store. He brings this class action against The Home Depot on behalf of himself and other in-store supervisors and specialists employed by The Home Depot in Washington state for violating Washington's Minimum Wage Act ("MWA"), RCW 49.46, Wage Rebate Act ("WRA"), RCW 49.52, and Industrial Welfare Act

1 (“IWA”), RCW 49.12 and WAC 296-126-092, by failing to provide supervisors and specialists
2 with timely, full rest breaks and meal periods.

3 **II. VENUE & JURISDICTION**

4 2.1. The Superior Court of Washington has jurisdiction over Plaintiff’s claims
5 pursuant to RCW 2.08.010.

6 2.2. Venue in King County is appropriate pursuant to RCW 4.12.025.

7 2.3. Many of the acts and omissions alleged herein took place in King County,
8 Washington.
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10 **III. PARTIES**

11 3.1. Defendant Home Depot U.S.A., Inc. is a foreign for-profit corporation that
12 conducts business in King County and throughout the State of Washington.

13 3.2. Defendant The Home Depot, Inc. is a foreign for-profit corporation that
14 conducts business in King County and throughout the State of Washington.
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16 3.3. On information and belief, Defendant Home Depot U.S.A., Inc. is a wholly
17 owned subsidiary of Defendant The Home Depot, Inc.

18 3.4. Defendants Home Depot U.S.A., Inc. and The Home Depot, Inc. are
19 “employers” for purposes of the MWA, the WRA, and the IWA.

20 3.5. Plaintiff Chris Carlson was employed by The Home Depot in Washington state
21 from approximately April 2004 until September 19, 2019.
22

23 **IV. STATEMENT OF FACTS**

24 4.1. The Home Depot is the nation’s largest home improvement retailer, supplying
25 tools, construction products, and other goods and services from big box stores throughout the
26 United States.

1 4.2. Plaintiff and class members are The Home Depot's current and former
2 employees who work or have worked as in-store supervisors, specialists, and similar
3 classifications.

4 4.3. Supervisors oversee the work of teams of associates and specialists in a store's
5 various departments, such as hardware and tools, garden, plumbing, etc. Specialists work in
6 departments that require specialized knowledge and experience, helping customers design,
7 plan, and purchase supplies for more complicated projects such as kitchen improvements,
8 decks, doors and windows, etc.

9 4.4. Supervisors and specialists are paid on an hourly basis and are non-exempt
10 employees under the MWA.

11 4.5. Within the three years preceding the filing of this Complaint, Plaintiff Chris
12 Carlson worked for The Home Depot as an in-store supervisor over a specialty department. As
13 a supervisor over a specialty department, Plaintiff was frequently required to perform the same
14 work as the specialists and was subject to the same obstacles getting rest breaks and meal
15 periods as described for specialists below.

16 4.6. The Home Depot has a pattern and practice of failing to ensure that supervisors
17 and specialists are provided legally compliant rest breaks and meal periods. For example,
18 supervisors often miss their rest breaks and meal periods, cut their rest breaks and meal periods
19 short, or are forced to take their meal periods after working more than five hours straight
20 because their teams are short-staffed, they need to cover for team members who are taking
21 breaks, they are engaged in special projects, or they are needed to help customers and cannot
22 leave to take a break.
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1 4.7. Similarly, specialists will often spend hours with a customer designing a project
2 and writing up an order while other customers queue up for help. Thus, the specialists often
3 get their rest breaks and meal periods late or not at all. The Home Depot has made no provision
4 to provide specialists with timely rest breaks and meal periods of sufficient duration under
5 these circumstances.

6 4.8. In some departments, supervisors and specialists will work shifts longer than
7 ten hours and up to 17 hours, particularly during high volume seasons, when there is a special
8 project, or when the store is preparing for a corporate walk-through. During those times, work
9 demands frequently prevent supervisors and specialists from getting timely, full rest breaks
10 and meal periods, including second and third full meal periods, and The Home Depot does not
11 ensure they get the rest breaks and meal periods required by Washington law.
12

13 4.9. Due to the workload, staffing, customer-driven nature of the work, and its
14 failure to affirmatively provide timely ten-minute rest breaks and 30-minute meal periods, The
15 Home Depot has created a workplace culture that interferes with and discourages supervisors
16 and specialists from receiving timely rest breaks and meal periods of sufficient duration.
17

18 4.10. The Home Depot does not provide supervisors and specialists with additional
19 compensation when they miss, cut short, or take late a rest break or meal period, nor does it
20 have any system for supervisors and specialists to report when they have been unable to take
21 a timely, full rest break or meal period for work-related reasons.
22

23 4.11. On a regular basis, store managers and assistant managers ask supervisors and
24 specialists to submit a time punch correction slip showing they received their meal periods on
25 time, rather than the delayed time they actually took it, if they took one at all. During shifts
26 lasting 11 hours or more, the supervisors would rarely be provided a second meal break.

1 **V. CLASS ACTION ALLEGATIONS**

2 5.1. Plaintiff seeks to represent a class of current and former supervisors and
3 specialists who worked for The Home Depot in Washington state at any time beginning three
4 years prior to the filing of the Complaint in this matter and continuing thereafter.

5 5.2. Plaintiff's claims are properly maintainable as a class action under CR 23(a)
6 and (b)(3).

7 5.3. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the
8 class and subclass as defined herein as named plaintiffs.

9 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact to the
10 class including, but not limited to, whether The Home Depot failed to provide rest breaks and
11 meal periods of sufficient duration to supervisors and specialists within the time frames
12 specified in WAC 296-126-092; whether The Home Depot created a work environment that
13 discouraged or prevented supervisors and specialists from taking timely, full rest breaks and
14 meal periods; whether The Home Depot owes supervisors and specialists additional
15 compensation when they were not provided ten minutes of break time for every four hours of
16 work and 30 continuous minutes of meal period time for every five hours of work; whether
17 The Home Depot owes supervisors and specialists additional compensation for late rest breaks
18 or meal periods; whether Home Depot managers engaged in a pattern and practice of
19 manipulating the timekeeping records of supervisors and specialists to conceal missed meal
20 periods; and whether The Home Depot acted willfully and with intent to deprive supervisors
21 and specialists of their wages in failing to provide timely, full rest breaks and meal periods.
22

23 5.5. Pursuant to CR 23(a)(3), the named Plaintiff's wage and hour claims are typical
24 of the claims of all class members and of The Home Depot's anticipated defenses thereto.
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1 5.6. The named Plaintiff will fairly and adequately protect the interests of the class
2 as required by CR 23(a)(4).

3 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because
4 questions of law or fact common to members of the class predominate over any questions
5 affecting only individual members and because a class action is superior to other available
6 methods for the fair and efficient adjudication of the controversy.
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8 **VI. MEAL BREAK VIOLATIONS**

9 6.1. Plaintiff restates and realleges the allegations set forth above.

10 6.2. The Home Depot’s failure to provide supervisors and specialists with timely,
11 full meal periods constitutes a violation of the Industrial Welfare Act and its implementing
12 regulations and of the Minimum Wage Act.

13 6.3. As a result of The Home Depot’s acts and omissions, Plaintiff and class
14 members have been damaged in amounts as will be proven at trial.
15

16 6.4. The Home Depot’s refusal to provide timely, full meal periods constitutes
17 willful withholding of wages under the Wage Rebate Act, RCW 49.52.050 & .070.

18 **VII. REST BREAK VIOLATIONS**

19 7.1. Plaintiff restates and realleges the allegations set forth above.

20 7.2. The Home Depot’s failure to provide supervisors and specialists with timely,
21 full rest breaks constitutes a violation of the Industrial Welfare Act and its implementing
22 regulations and of the Minimum Wage Act.

23 7.3. As a result of The Home Depot’s acts and omissions, Plaintiff and class
24 members have been damaged in amounts as will be proven at trial.
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1 7.4. The Home Depot’s refusal to provide timely, full rest breaks constitutes willful
2 withholding of wages under the Wage Rebate Act, RCW 49.52.050 & .070.

3 **VIII. CONSUMER PROTECTION ACT VIOLATIONS**

4 8.1. Plaintiff restates and realleges the allegations set forth above.

5 8.2. The Home Depot’s pattern and practice of manipulating class member time
6 records to conceal missed meal breaks is an unfair and deceptive act in trade and commerce
7 that affects the public interest and has caused injury to the compensation and property of
8 Plaintiff and class members.

9 8.3. The Home Depot’s pattern and practice of manipulating class member time
10 records violates the Washington Consumer Protection Act (“CPA”), RCW 19.86.010 *et seq.*,
11 and has injured Plaintiff and class members in amounts to be proven at trial.
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13 **IX. PRAYER FOR RELIEF**

14 Plaintiff requests the Court enter an order granting him and the class members the
15 following relief:
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- 17 A. Certification of this case as a class action;
- 18 B. Damages for lost wages in amounts to be proven at trial;
- 19 C. Exemplary damages in amounts equal to double the wages due to Plaintiff and
20 the class members, pursuant to RCW 49.52.070;
- 21 D. Treble damages pursuant to RCW 19.86.090;
- 22 E. Attorneys’ fees, costs, and expenses pursuant to RCW 49.46.090, RCW
23 49.48.030, RCW 49.52.070, and RCW 19.86.090;
- 24 F. Prejudgment interest; and
- 25 G. Such other and further relief as the Court deems just and proper.
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DATED this 26th day of June, 2020.

SCHROETER GOLDMARK & BENDER



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