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

ZACHARY HUDSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

OATRIDGE SECURITY GROUP, INC., a
Washington corporation; and CY A.
OATRIDGE, individually and on behalf of the
marital community composed of CY and J.
DOE OATRIDGE,

Defendants.

NO.

CLASS ACTION COMPLAINT

Plaintiff Zachary Hudson, on his own behalf and on behalf of all those similarly
situated, alleges as follows:

I. INTRODUCTION

1.1 Nature of Action. Plaintiff Zachary Hudson brings this class action against
Defendant Oatridge Security Group, Inc. and Defendant Cy A. Oatridge (“Defendants”).
Plaintiff alleges Defendants have engaged in a common course of wage and hour abuse against
security guards and shift supervisors working at sites in Washington, including Seattle.
Defendants’ wage and hour abuse includes failing to provide these employees with the rest and
meal breaks to which they are entitled; failing to ensure those employees take the rest and meal

1 breaks to which they are entitled; failing to compensate those employees for missed rest and
2 meal breaks; failing to compensate those employees for all hours worked, both by permitting
3 the employees to work off the clock and by altering timekeeping records so as to reduce the
4 number of work hours reported; and failing to pay all overtime wages owed. As explained in
5 more detail below, Defendants' common course of conduct is systematic, deceptive, and unfair.

6 **II. JURISDICTION AND VENUE**

7 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Defendant
8 Oatridge Security Group, Inc. is registered to do business, has its principal place of business,
9 and does conduct business in Washington. Defendant Oatridge is a resident and citizen of
10 Washington and also conducts business in Washington. Defendants have obtained the benefits
11 of the laws of Washington as well as Washington's commercial and labor markets. The Court
12 also has jurisdiction over this action under the City of Seattle Wage Theft Ordinance, chapter
13 14.20 SMC. See SMC 14.20.090(A).

14 2.2 Venue. Venue is proper in King County because Defendants operate and transact
15 business in King County, and Plaintiff performed work for Defendants in King County.

16 2.3 Governing Law. The claims of Plaintiff and the Class members asserted in this
17 class action complaint are brought solely under state law causes of action and are governed
18 exclusively by Washington law.

19 2.4 Lack of CAFA Jurisdiction. Federal jurisdiction is inappropriate under the Class
20 Action Fairness Act, 28 U.S.C. § 1332(d)(4)(A), because more than two-thirds of the members
21 of the proposed plaintiff class in the aggregate are citizens of Washington; significant relief is
22 sought by members of the plaintiff class from both Defendants; the alleged conduct of
23 Defendants forms a significant basis for the claims asserted by the proposed plaintiff class;
24 Defendants are citizens of Washington; the principal injuries resulting from the alleged conduct
25 or any related conduct of Defendants were incurred in Washington; and during the three-year
26 period preceding the filing of this action, no other class action has been filed asserting same or
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1 similar factual allegations against any of the Defendants on behalf of the same or other persons.
2 Alternatively, federal jurisdiction is inappropriate under the Class Action Fairness Act, 28
3 U.S.C. § 1332(d)(4)(B), because two-thirds or more of the members of all proposed plaintiff
4 classes in the aggregate, and Defendants, are citizens of the state of Washington.

5 **III. PARTIES**

6 3.1 Plaintiff Zachary Hudson. Plaintiff Hudson is a citizen of Washington and was a
7 resident in the state for the duration of the time that Defendants employed him. From
8 approximately October 2015 until September 2017, Defendants employed Plaintiff Hudson as a
9 security guard or shift supervisor at job sites in Washington, including job sites within the
10 geographic boundaries of the City of Seattle. During that time, Defendants unfairly and
11 deceptively altered Plaintiff Hudson's timekeeping records so as to avoid paying him for all
12 hours worked, including overtime hours. Defendants also requested, suffered, permitted, or
13 allowed Plaintiff to perform other work off the clock. Defendants also failed to ensure that
14 Plaintiff Hudson was provided with and took the rest and meal breaks to which he was entitled
15 under the law. Defendants did not record or pay Plaintiff Hudson for the rest and meal breaks
16 that he missed.

17 3.2 Defendant Oatridge Security Group, Inc. Defendant Oatridge Security Group, Inc.
18 is a Washington corporation doing business in King County, Washington. Defendant Oatridge
19 Security Group, Inc. employed Plaintiff and scores of other employees within the geographic
20 boundaries of the City of Seattle and in the state of Washington and has exercised control over
21 how and when those employees were paid.

22 3.3 Defendant Cy. A Oatridge. Defendant Cy. A. Oatridge has at all relevant times
23 been a manager or owner of Oatridge Security Group, Inc. who is engaged in running the
24 company's business, managing the company's finances, determining the company's
25 employment practices, maintaining the company's employment records, and exercising control
26 over how the company's employees are paid and their working conditions. Mr. Oatridge is a
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1 citizen of Washington, Mr. Oatridge has employed scores of hourly-paid workers within the
2 geographic boundaries of the City of Seattle and in Washington, including Plaintiff and Class
3 members. At all relevant times, Mr. Oatridge has been married to J. Doe Oatridge and did the
4 acts complained of in pursuit of financial gain or livelihood for himself individually and on
5 behalf of and for the benefit of his marital community.

6 IV. CLASS ACTION ALLEGATIONS

7 4.1 Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as
8 a class action against Defendants on behalf of a Class defined as follows (the “Class”):

9 All current and former employees of Oatridge Security Group, Inc. who
10 have worked as security guards or shift supervisors in the state of
11 Washington at any time between September 20, 2014 and the date of final
disposition of this action.

12 Excluded from the Class are any entity in which Defendants have a controlling interest or that
13 has a controlling interest in Defendants, and Defendants’ owners, officers, legal representative,
14 assignees, and successors. Also excluded are the judge to whom this case is assigned and any
15 member of the judge’s immediate family.

16 4.2 Numerosity. Plaintiff believes that hundreds of persons have worked for
17 Defendants in Washington as security guards or shift supervisors during the proposed class
18 period. The Class members are so numerous that joinder of all members is impracticable.
19 Moreover, the disposition of the claims of the Class in a single action will provide substantial
20 benefits to all parties and the Court.

21 4.3 Commonality. There are numerous questions of law and fact common to
22 Plaintiff and Class members. These questions include, but are not limited to, the following:

- 23 a. Whether Defendants have engaged in a common course of failing to
24 properly compensate Class members for all hours worked, including
25 overtime;

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- b. Whether Defendants have engaged in a common course of failing to keep true and accurate time records for all hours worked by Class members and/or altered time records;
- c. Whether Defendants have engaged in a common course of failing to provide Class members with a ten-minute rest break for every four hours of work;
- d. Whether Defendants have engaged in a common course of requiring Class members to work more than three consecutive hours without a rest break;
- e. Whether Defendants have engaged in a common course of failing to ensure Class members have taken the rest breaks to which they are entitled;
- f. Whether Defendants have engaged in a common course of failing to pay Class members an additional ten minutes of compensation for each missed rest break;
- g. Whether Defendants have engaged in a common course of failing to provide Class members with a thirty-minute meal break for every five hours of work;
- h. Whether Defendants have engaged in a common course of failing to ensure that Class members have taken the meal breaks to which they are entitled;
- i. Whether Defendants have engaged in a common course of failing to pay Class members an additional thirty minutes of compensation for each missed meal break;
- j. Whether Defendants have engaged in a common course of failing to pay all overtime wages owed to Class members for hours worked in excess

- 1 of forty per workweek;
- 2 k. Whether Defendants' failure to pay all wages owed to Class members
- 3 was willful;
- 4 l. Whether Defendants engaged in unfair or deceptive acts or practices in
- 5 relation to Class members;
- 6 m. Whether Defendants' unfair or deceptive acts or practices occurred in
- 7 trade or commerce;
- 8 n. Whether Defendants' unfair or deceptive acts or practices are injurious to
- 9 the public interest under RCW 19.86.093;
- 10 o. Whether Defendants unfair or deceptive acts or practices injured Class
- 11 members;
- 12 p. Whether Defendants have violated RCW 49.12.020;
- 13 q. Whether Defendants have violated RCW 49.46.130;
- 14 r. Whether Defendants have violated chapter 49.12 RCW;
- 15 s. Whether Defendants have violated WAC 296-126-092;
- 16 t. Whether Defendants have violated RCW 49.46.090;
- 17 u. Whether Defendants violated RCW 49.48.030;
- 18 v. Whether Defendants have violated RCW 49.52.050;
- 19 w. Whether Defendants have violated WAC 296-128-010;
- 20 x. Whether Defendants have violated WAC 296-126-040;
- 21 y. Whether Defendants have violated WAC 296-126-023;
- 22 z. Whether Defendants have violated WAC 296-126-025;
- 23 aa. Whether Defendants have violated SMC 14.20.020;
- 24 bb. Whether Defendants have violated SMC 14.20.025;
- 25 cc. Whether Defendants have violated SMC 14.20.030;
- 26 dd. Whether Defendants violated RCW 19.86.010-.920; and
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1 ee. The nature and extent of class-wide injury and the measure of damages
2 for such injury.

3 4.4 Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff has
4 performed services for Defendants in Washington as both a security guard and a shift
5 supervisor during the class period, and thus Plaintiff is a member of the Class. Plaintiff's
6 claims, like the claims of the Class, arise out of the same common course of conduct by
7 Defendants and are based on the same legal and remedial theories.

8 4.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
9 Plaintiff has retained competent and capable attorneys who have significant experience in
10 complex and class action litigation, including employment law. Plaintiff and his counsel are
11 committed to prosecuting this action vigorously on behalf of the Class, and Plaintiff's counsel
12 have the financial resources to do so. Neither Plaintiff nor counsel have interests that are
13 contrary to or that conflict with those of the Class.

14 4.6 Predominance. Defendants have engaged in a common course of wage and hour
15 abuse toward Plaintiff and members of the Class. The common issues arising from this conduct
16 that affect Plaintiff and members of the Class predominate over any individual issues.
17 Adjudication of these common issues in a single action has important and desirable advantages
18 of judicial economy.

19 4.7 Superiority. Plaintiff and Class members have suffered and will continue to suffer
20 harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class
21 action, however, most Class members likely would find the cost of litigating their claims
22 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
23 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
24 provides a forum for small claimants, and deters illegal activities. There will be no significant
25 difficulty in the management of this case as a class action. The Class members are readily
26 identifiable from Defendants' records.

1 **V. SUMMARY OF FACTUAL ALLEGATIONS**

2 5.1 Common Course of Conduct: Failure to Provide Proper Rest Breaks. Defendants
3 have engaged in a common course of failing to provide Plaintiff and the Class members with a
4 paid ten-minute rest break for every four hours of work.

5 5.2 Defendants have engaged in a common course of requiring or permitting Plaintiff
6 and Class members to work more than three consecutive hours without a rest break.

7 5.3 Defendants have engaged in a common course of failing to ensure Plaintiff and
8 Class members have taken the rest breaks to which they are entitled.

9 5.4 Defendants have engaged in a common course of failing to provide Plaintiff and
10 Class members with ten minutes of additional pay for each missed rest break.

11 5.5 As a result of Defendants' common course of failing to provide proper rest
12 breaks to Plaintiff and Class members, Defendants have failed to maintain accurate records of
13 hours worked by Plaintiff and Class members.

14 5.6 Defendants have had actual or constructive knowledge of the facts set forth in
15 Paragraphs 5.1 through 5.5.

16 5.7 Common Course of Conduct: Failure to Provide Proper Meal Breaks.
17 Defendants have engaged in a common course of failing to provide Plaintiff and Class
18 members with a thirty-minute meal break for every five hours of work.

19 5.8 Defendants have engaged in a common course of requiring or permitting
20 Plaintiff and Class members to work more than five consecutive hours without a meal break.

21 5.9 Defendants have engaged in a common course of failing to ensure Plaintiff and
22 Class members have taken the meal breaks to which they are entitled.

23 5.10 Defendants have engaged in a common course of failing to provide Plaintiff and
24 Class members with thirty minutes of additional pay for each missed meal break.

25 5.11 As a result of Defendants' common course of failing to provide proper meal
26 breaks to Plaintiff and Class members, Defendants have failed to maintain accurate records of
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1 hours worked by Plaintiff and Class members.

2 5.12 Defendants have had actual or constructive knowledge of the facts set forth in
3 Paragraphs 5.7 through 5.11.

4 5.13 Common Course of Conduct: Failure to Pay for All Hours Worked. Defendants
5 have engaged in a common course of failing to pay Plaintiff and Class members for each hour
6 worked.

7 5.14 Defendants' failure to pay for each hour worked includes requesting, suffering,
8 permitting, or allowing Plaintiff and Class members to perform other work off the clock. For
9 example, Defendants refused to allow Plaintiff and Class members to record time spent in
10 mandatory trainings. Likewise, Defendants refused to allow Plaintiff and Class members to
11 record preparatory and concluding time on shifts, time that is integral and necessary to the job.

12 5.15 Defendants' failure to pay for each hour worked also includes "time shaving,"
13 the altering of time records to avoid paying for all hours worked. For example, if Plaintiff or
14 Class members did record preparatory and concluding time on shifts, Defendants would modify
15 the record to eliminate such time before it was processed for payroll purposes. Likewise,
16 Defendants would modify time records so as to eliminate hours worked over 40 in a week.

17 5.16 Defendants have had actual or constructive knowledge of the facts set forth in
18 Paragraphs 5.13 through 5.15.

19 5.17 Common Course of Conduct: Failure to Pay Overtime Wages. Defendants have
20 engaged in a common course of failing to pay overtime wages to Plaintiff and Class members.

21 5.18 Defendants have engaged in a common course of failing to pay overtime wages
22 to Plaintiff and Class members during workweeks in which missed rest break time extended the
23 workweek beyond forty hours.

24 5.19 Defendants have engaged in a common course of failing to pay overtime wages
25 to Plaintiff and Class members during workweeks in which missed meal break time extended
26 the workweek beyond forty hours.

1 5.20 Defendants have engaged in a common course of failing to pay overtime wages
2 to Plaintiff and Class members during workweeks in which Defendants failed to pay for all
3 hours worked, whether by requesting, suffering, permitting, or allowing the work to be
4 performed off the clock or by altering time records to eliminate hours worked.

5 5.21 Defendants have had actual or constructive knowledge of the facts set forth in
6 Paragraphs 5.17 through 5.19.

7 5.22 Defendants' Common Course of Conduct: Unfair and Deceptive Acts and
8 Practices. Defendants have engaged in a common course of unfairly and deceptively
9 manipulating time records so that Plaintiff and Class members were not credited with and paid
10 for all hours worked. Defendants have also engaged in a common course of unfairly failing to
11 provide Plaintiff and Class members with the rest and meal breaks to which they were entitled
12 and ensure those breaks were received. Defendants' unfair and deceptive conduct occurred in
13 trade or commerce. Defendants' unfair and deceptive conduct is injurious to the public interest
14 because the conduct violated a statute that contains a specific legislative declaration of public
15 interest impact, injured other persons, had the capacity to injure other persons, and has the
16 capacity to injure other persons. Defendants' unfair and deceptive conduct has caused injury to
17 Plaintiffs and Class members.

18 5.23 Defendants' Common Course of Conduct: Unfair Methods of Competition.
19 Defendants have generated revenue through a common course of unfair methods of competition
20 with other businesses, including: (1) by manipulating time records so that Plaintiff and Class
21 members were not credited with and paid for all hours worked; and (2) by failing to provide
22 Plaintiff and Class members with the rest and meal breaks to which they were entitled and
23 failing to ensure those breaks were received. These methods of unfair competition have
24 allowed Defendants to increase profits by paying less for labor than companies that otherwise
25 comply with Washington's wage and hour laws. Defendants' unfair methods of competition
26 occurred in trade or commerce. Defendants' unfair methods of competition are injurious to the
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1 public interest because the conduct violated a statute that contains a specific legislative
2 declaration of public interest impact, injured other persons, had the capacity to injure other
3 persons, and have the capacity to injure other persons. Defendants’ unfair methods of
4 competition have caused injury to Plaintiff and Class members.

5 **VI. FIRST CLAIM FOR RELIEF**

6 **(Violations of RCW 49.12.020 and WAC 296-126-092—Failure to Provide Rest Periods)**

7 6.1 Plaintiff realleges and incorporates by reference each and every allegation set
8 forth in the preceding paragraphs.

9 6.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington
10 demands that all employees be protected from conditions of labor which have a pernicious
11 effect on their health. The state of Washington, therefore, exercising herein its police and
12 sovereign power declares that inadequate wages and unsanitary conditions of labor exert such
13 pernicious effect.”

14 6.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in
15 any industry or occupation within the state of Washington under conditions of labor detrimental
16 to their health.”

17 6.4 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means
18 and includes the conditions of rest and meal periods” for employees.

19 6.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest
20 periods during their shifts.

21 6.6 Under Washington law, Defendants have an obligation to provide employees
22 with the rest breaks to which they are entitled.

23 6.7 Under Washington law, Defendants have an obligation to ensure that employees
24 take the rest breaks to which they are entitled.

25 6.8 Under Washington law, Defendants have an obligation to keep records of
26 missed rest and breaks.

1 6.9 Under Washington law, Defendants have an obligation to provide employees
2 with ten minutes of additional pay for each missed rest break.

3 6.10 By the actions alleged above, Defendants have violated the provisions of RCW
4 49.12.020 and WAC 296-126-092.

5 6.11 As a result of the unlawful acts of Defendants, Plaintiff and members of the
6 Class have been deprived of compensation in amounts to be determined at trial, and Plaintiff
7 and members of the Class are entitled to the recovery of such damages, including interest
8 thereon, attorneys’ fees under RCW 49.48.030, and costs.

9 **VII. SECOND CLAIM FOR RELIEF**

10 **(Violations of RCW 49.12.020 and WAC 296-126-092—Failure to Provide Meal Periods)**

11 7.1 Plaintiff realleges and incorporates by reference each and every allegation set
12 forth in the preceding paragraphs.

13 7.2 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in
14 any industry or occupation within the state of Washington under conditions of labor detrimental
15 to their health.”

16 7.3 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means
17 and includes the conditions of rest and meal periods” for employees.

18 7.4 WAC 296-126-092 provides that employees shall be allowed certain meal
19 periods during their shifts, and the meal periods shall be on the employer’s time when the
20 employee is required by the employer to remain on duty on the premises or at a prescribed
21 work site in the interest of the employer.

22 7.5 Under Washington law, Defendants have an obligation to provide employees
23 with the meal breaks to which they are entitled.

24 7.6 Under Washington law, Defendants have an obligation to ensure that employees
25 take the meal breaks to which they are entitled.

1 7.7 Under Washington law, Defendants have an obligation to keep records of
2 missed meal breaks.

3 7.8 Under Washington law, Defendants have an obligation to provide employees
4 with thirty minutes of additional pay for each missed meal break.

5 7.9 By the actions alleged above, Defendants have violated the provisions of RCW
6 49.12.020 and WAC 296-126-092.

7 7.10 As a result of the unlawful acts of Defendants, Plaintiff and members of the
8 Class have been deprived of compensation in amounts to be determined at trial, and Plaintiff
9 and members of the Class are entitled to the recovery of such damages, including interest
10 thereon, attorneys’ fees under RCW 49.48.030, and costs.

11 **VIII. THIRD CLAIM FOR RELIEF**

12 **(Violations RCW 49.46.090—Payment of Wages Less Than Entitled)**

13 8.1 Plaintiff and Class members re-allege and incorporate by reference each and
14 every allegation set forth in the preceding paragraphs.

15 8.2 RCW 49.46.090 provides that “[a]ny employer who pays any employee less
16 than the amounts to which such employee is entitled under or by virtue of [Washington’s wage
17 and hour laws], shall be liable to such employee affected for the full amount due to such
18 employee under this chapter, less any amount actually paid to such employee by the employer,
19 and for costs and such reasonable attorney's fees as may be allowed by the court.”

20 8.3 By the actions alleged above, Defendants violated the provisions of RCW
21 49.46.090 and the Washington Minimum Wage Act by failing to pay wages to Plaintiff and
22 Class members for missed rest and meal breaks and by failing to pay Plaintiff and Class
23 members for all hours worked, whether by requesting, suffering, permitting, or allowing the
24 work to be performed off the clock or by altering time records to eliminate hours worked.

25 8.4 As a result of the unlawful acts of Defendant, Plaintiff and Class members have
26 been deprived of compensation in amounts to be determined at trial, and Plaintiff and Class
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1 members are entitled to the recovery of such damages, including interest thereon, as well as
2 attorney’s fees, costs, and expenses pursuant to RCW 49.46.090.

3 **IX. FOURTH CLAIM FOR RELIEF**

4 **(Violations of RCW 49.46.130—Failure to Pay Overtime Wages)**

5 9.1 Plaintiff and the Class re-allege and incorporate by reference each and every
6 allegation set forth in the preceding paragraphs.

7 9.2 RCW 49.36.130 provides that an employer shall not employ any employee for a
8 work week longer than 40 hours unless the employee receives compensation for his
9 employment in excess of the hours above specified at not less than one and a half times the
10 regular rate at which he is employed. Defendants did not pay overtime earned by Plaintiff and
11 Class members to Plaintiff and Class members.

12 9.3 By the actions alleged above, Defendants violated the provisions of RCW
13 49.46.130 and the Washington Minimum Wage Act by failing to pay wages to Plaintiff and
14 Class members for missed rest and meal breaks and by failing to pay Plaintiff and Class
15 members for all hours worked, whether by requesting, suffering, permitting, or allowing the
16 work to be performed off the clock or by altering time records to eliminate hours worked.

17 9.4 As a result of the unlawful acts of Defendants, Plaintiff and the Class members
18 have been deprived of compensation in amounts to be determined at trial, and pursuant to RCW
19 49.46.090 are entitled to recover such amounts, including interest thereon, attorney’s fees, and
20 costs.

21 **X. FIFTH CLAIM FOR RELIEF**

22 **(Violations of RCW 49.52.050: Willful Refusal to Pay Wages)**

23 10.1 Plaintiff and Class members reallege and incorporate by reference each and
24 every allegation set forth in the preceding paragraphs.

25 10.2 RCW 49.52.050(2) provides that “[a]ny employer or officer, vice principal or
26 agent of any employer . . . who . . . [w]ilfully and with intent to deprive the employee of any
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1 part of his or her wages, shall pay any employee a lower wage than the wage such employer is
2 obligated to pay such employee by any statute, ordinance, or contract” shall be guilty of a
3 misdemeanor.

4 10.3 Defendants’ violations of RCW 49.12.020, WAC 296-126-092, RCW
5 49.46.090, and RCW 49.46.130 were willful and constitute violations of RCW 49.52.050.

6 10.4 RCW 49.52.070 provides that any employer who violates the provisions of
7 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,
8 attorneys’ fees, and costs.

9 10.5 As a result of the willful, unlawful acts of Defendants, Plaintiff and members of
10 the Class have been deprived of compensation in amounts to be determined at trial and Plaintiff
11 and members of the Class are entitled to recovery of actual damages, including interest thereon,
12 exemplary damages, and attorneys’ fees and costs under RCW 49.52.070.

13 **XI. SIXTH CLAIM FOR RELIEF**

14 **(Violations of Washington’s Consumer Protection Act, RCW 19.86)**

15 11.1 Plaintiff and Class members realleged and incorporate by reference each and
16 every allegation set forth in the preceding paragraphs.

17 11.2 RCW 19.86.020 provides that “[u]nfair methods of competition and unfair or
18 deceptive acts or practices in the conduct of any trade or commerce are hereby declared
19 unlawful.”

20 11.3 Defendants also engaged in unfair acts or practices and unfair methods of
21 competition when they failed to provide Plaintiff and Class members with the rest and meal
22 breaks to which they were entitled and failed to ensure those breaks were received.

23 11.4 Defendants engaged in unfair or deceptive acts or practices and unfair methods
24 of competition when they failed to pay for all hours worked by Plaintiff and Class members,
25 whether by requesting, suffering, permitting, or allowing the work to be performed off the
26 clock or by altering time records to eliminate hours worked.

1 11.5 Defendants’ unfair or deceptive acts or practices and unfair methods of
2 competition occurred in trade or commerce.

3 11.6 Defendants’ unfair or deceptive acts or practices and unfair methods of
4 competition were injurious to the public interest because the conduct violated a statute that
5 contains a specific legislative declaration of public interest impact, injured other persons, had
6 the capacity to injure other persons, and has the capacity to injure other persons.

7 11.7 As a direct and proximate cause of Defendants’ unfair or deceptive acts or
8 Practices and unfair methods of competition, Plaintiff and Class members have suffered injury.

9 11.8 As a result of Defendants’ unfair and deceptive practices and unfair methods of
10 competition, Plaintiffs and Class members are entitled to recover treble damages, reasonable
11 attorney’s fees, and costs pursuant to RCW 19.86.090.

12 **XII. SEVENTH CLAIM FOR RELIEF**

13 **(Violations of SMC 14.20.020- Failure to Pay All Compensation Owed)**

14 12.1 Plaintiff realleges and incorporates by reference each and every allegation set
15 forth in the preceding paragraphs.

16 12.2 SMC 14.20.020 provides that “[a]n employer shall pay all compensation owed
17 to an employee by reason of employment on an established regular pay day at no longer than
18 monthly payment intervals.”

19 12.3 SMC 14.20.025 provides that each time compensation is paid, an employer shall
20 give written notice to the employee of all hours worked and all deductions taken by the
21 employer for that pay period.

22 12.4 SMC 14.20.030 provides that the employer must also retain payroll records that
23 document all hours worked by each employee, including straight-time and overtime hours, and
24 records of all deductions taken from the employee’s wages each pay period.

25 12.5 SMC 14.20.045 provides that the failure of an employer to comply with any
26 requirement imposed upon it under Chapter 14.20 (“Wage Theft Ordinance”) constitutes a
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1 violation of the ordinance.

2 12.6 SMC 14.20.090(A) provides that “any person or class of persons that suffers
3 financial injury as a result of a violation of [the Wage Theft Ordinance] . . . may be awarded
4 reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to
5 remedy the violation including, without limitation, the payment of any unpaid compensation
6 plus interest due to the person and liquidated damages in an additional amount of up to twice
7 the unpaid compensation”

8 12.7 By the actions alleged above, Defendants have violated the provisions of SMC
9 14.20.020 by failing to pay for missed rest and meal breaks and by failing to pay for all hours
10 worked, including overtime hours.

11 12.8 As a result of the unlawful acts of Defendants, Plaintiff and members of the
12 Class have been deprived of compensation in amounts to be determined at trial, and Plaintiff
13 and members of the Class are entitled to the recovery of such damages, including interest
14 thereon, an additional amount of twice the unpaid compensation, and attorneys’ fees and costs
15 under SMC 14.20.090.

16 **XIII. PRAYER FOR RELIEF**

17 Wherefore, Plaintiff, on his own behalf and on behalf of Class members, prays for
18 judgment against Defendants as follows:

19 A. Certify the proposed Class;

20 B. Appoint Plaintiff as representative of the Class;

21 C. Appoint the undersigned counsels as Class counsel;

22 D. Award compensatory, exemplary, and treble damages to Plaintiff and members
23 of the Class for violation of Washington’s wage and hours laws and Consumer Protection laws,
24 in amounts to be proven at trial;

25 E. Award Plaintiff and Class members attorney’s fees, costs, and expenses, as
26 allowed by law;

1 F. Award Plaintiff and Class members pre-judgment and post-judgment interest, as
2 provided by law; and

3 G. Grant such other and further relief as this Court deems necessary, just and
4 proper.

5 RESPECTFULLY SUBMITTED AND DATED this 20th day of September, 2018.

6
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