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

LILIAN GARCIA and ANTONIO
ARMANDO RODRIGUEZ CARRILLO,
individually and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MOCTEZUMAS SOUTHCENTER INC,
d/b/a MOCTEZUMA'S MEXICAN
RESTAURANT & TEQUILA BAR, a
Washington Corporation, MOCTEZUMAS,
INC., d/b/a MOCTEZUMA'S MEXICAN
RESTAURANT & TEQUILA BAR, a
Washington Corporation, MOCTEZUMA'S
GIG HARBOR, INC., d/b/a
MOCTEZUMA'S MEXICAN
RESTAURANT & TEQUILA BAR, a
Washington Corporation, MOCTEZUMA'S
SILVERDALE, INC., d/b/a
MOCTEZUMA'S MEXICAN
RESTAURANT & TEQUILA BAR, a
Washington Corporation,

Defendants.

No. 22-2-09570-9 KNT

CLASS ACTION COMPLAINT FOR
DAMAGES

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I. NATURE OF ACTION

1.1. Plaintiffs Lilian Garcia and Antonio Armando Rodriguez Carrillo bring this action against Defendants Moctezumas Southcenter Inc., Moctezumas Inc., Moctezuma’s Silverdale Inc., and Moctezuma’s Gig Harbor Inc. (collectively “Defendants”) 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. Plaintiffs bring this case as putative class action on behalf of themselves and all other hourly restaurant workers employed by Defendants to recover wages, penalties, and interest owed for missed rest and meal breaks.

II. JURISDICTION AND VENUE

2.1. The Superior Court of Washington has jurisdiction over Plaintiffs’ claims pursuant to RCW 2.08.010.

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

III. PARTIES

3.1. Plaintiffs Lilian Garcia and Antonio Armando Rodriguez Carrillo are residents of King County, and were formerly employed by Defendants.

3.2. Defendants Moctezumas Southcenter Inc., Moctezumas Inc., Moctezuma’s Gig Harbor Inc., and Moctezuma’s Silverdale Inc. are Washington corporations doing business under the name “Moctezuma’s Mexican Restaurant & Tequila Bar.” Defendants operate restaurants in King and Pierce Counties.

3.3. Defendants are “employers” under the IWA, MWA, and WRA.

3.4. Defendants jointly employed Plaintiffs and the putative class members.

1 **IV. STATEMENT OF FACTS**

2 4.1. Defendants operate Mexican restaurants using the name “Moctezuma’s
3 Mexican Restaurant & Tequila Bar” (“Moctezuma’s”) in Tukwila, Tacoma, Gig Harbor, and
4 Silverdale. On information and belief, Defendants operate under common ownership and
5 management and apply the same policies with respect to rest and meal breaks at each of the
6 Moctezuma’s locations.
7

8 4.2. Plaintiff Garcia worked for Defendants at their Tukwila location from
9 approximately February 2017 until approximately March 2021. During that time, she worked
10 as a server.

11 4.3. Plaintiff Rodriguez Carrillo was hired by Defendants in August 2018 as a food
12 runner. During his approximately three-year tenure with Defendants, he also worked as a
13 host, expo, busser, and server.
14

15 4.4. Plaintiffs and the other restaurant workers were assigned either the morning or
16 evening shift. The morning shift runs from 10:00 or 11:00 a.m. (depending on if a worker is
17 required to set up) until around 4:00 p.m. The evening shift runs from 4:00 p.m. until around
18 10:30 or 11:00 p.m. Sometimes, Plaintiffs and the other restaurant workers worked
19 “doubles,” i.e., both the morning and evening shifts.

20 4.5. While employed, Plaintiffs and the other restaurant workers were hourly, non-
21 exempt employees under the MWA.
22

23 4.6. Defendants do not maintain a system to ensure that restaurant workers receive
24 legally sufficient rest or meal breaks. As a result, Plaintiffs and the other restaurant workers
25 were routinely deprived of rest and meal breaks.
26

1 4.7. When Plaintiffs and the other restaurant workers were able to find time to eat
2 or rest, managers often pressured or instructed them to get back to work without finishing
3 their break.

4 4.8. When Plaintiffs worked more than 10 or 10.5 hours (depending on whether a
5 first meal period occurred), Plaintiffs and the other restaurant workers were not provided a
6 second meal period.

7 4.9. Defendants do not provide restaurant workers with additional compensation
8 when they miss a rest break or meal period or when their rest break or meal period is cut
9 short.
10

11 **V. CLASS ACTION ALLEGATIONS**

12 5.1. Plaintiffs seek to represent a class of current and former hourly, non-
13 managerial employees who worked for Defendants at one or more of their Moctezuma’s
14 restaurant locations beginning three years prior to the filing of the Complaint in this matter
15 and continuing thereafter.
16

17 5.2. Plaintiffs’ claims are properly maintainable as a class action under CR 23(a)
18 and (b)(3).

19 5.3. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the
20 class as defined herein as named plaintiffs.
21

22 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact to the
23 class including, but not limited to, whether Defendants engaged in a pattern or practice of not
24 providing legally sufficient rest breaks and meal periods; whether Defendants failed to
25 provide a second meal period to employees working longer shifts; whether Defendants owe
26 employees additional compensation when they were not provided ten minutes of break time

1 for every four hours of work and 30 uninterrupted minutes of meal period time for every five
2 hours of work; and whether Defendants acted willfully and with intent to deprive employees
3 of their wages for missed breaks.

4 5.5. Pursuant to CR 23(a)(3), the named Plaintiffs' wage and hour claims are
5 typical of the claims of all class members and of Defendants' anticipated defenses thereto.
6

7 5.6. The named Plaintiffs will fairly and adequately protect the interests of the
8 class as required by CR 23(a)(4).

9 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because
10 questions of law or fact common to members of the class predominate over any questions
11 affecting only individual members and because a class action is superior to other available
12 methods for the fair and efficient adjudication of the controversy.
13

14 **VI. MEAL BREAK VIOLATIONS**

15 6.1. Plaintiffs restate and reallege the allegations set forth above.

16 6.2. Defendants' failure to provide employees with legally sufficient meal periods
17 constitutes a violation of the Industrial Welfare Act and its implementing regulations.

18 6.3. As a result of Defendants' acts and omissions, Plaintiffs and members of the
19 class have been damaged in amounts to be proven at trial.

20 6.4. Defendants' refusal to pay for missed meal periods constitutes willful
21 withholding of wages under the Wage Rebate Act, RCW 49.52.050 & .070.
22

23 **VII. REST BREAK VIOLATIONS**

24 7.1. Plaintiffs restate and reallege the allegations set forth above.

25 7.2. Defendants' failure to provide employees with rest breaks constitutes a
26 violation of the Industrial Welfare Act and its implementing regulations.

