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

DONALD GEDDIS, ERIC SHARP, and  
BRANDON BELL, individually and on  
behalf of all those similarly situated,  
  
Plaintiffs,

No. 22-2-12102-5 SEA

CLASS ACTION COMPLAINT FOR  
DAMAGES

v.

TRIPLE CANOPY, INC., a foreign  
corporation, and VALENSEC  
INTERNATIONAL, INC., a foreign  
corporation,  
  
Defendants.

**I. NATURE OF ACTION**

1.1. Plaintiffs Donald Geddis, Eric Sharp, and Brandon Bell (collectively, “Plaintiffs”) bring this wage and hour class action for money damages and statutory penalties on behalf of protective security officers currently or formerly employed by Defendants Triple Canopy, Inc., and Valensec International, Inc. in Washington state. Plaintiffs allege that Defendants violated the Washington Industrial Welfare Act (“IWA”), RCW 49.12, Minimum Wage Act (“MWA”), RCW 49.46, and Wage Rebate Act (“WRA”), RCW 49.52, by failing to provide them and the putative class members with legally required meal breaks and additional compensation for missed meal breaks.

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**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.

2.3. All or most of the acts and omissions alleged herein took place in King County, Washington.

**III. PARTIES**

3.1. Plaintiff Donald Geddis is a resident of Pierce County, Washington and is and has been employed by Defendants during the past three years as a protective security officer.

3.2. Plaintiff Eric Sharp is a resident of Pierce County, Washington and is and has been employed by Defendants during the past three years as a protective security officer.

3.3. Plaintiff Brandon Bell is a resident of Kitsap County, Washington and is and has been employed by Defendant Triple Canopy during the past three years as a protective security officer.

3.4. Defendant Triple Canopy, Inc. is a foreign for-profit corporation with its principal place of business in Herndon, Virginia. Triple Canopy does business in King County and in the state of Washington and is an “employer” for purposes of the IWA, the MWA, and the WRA.

3.5. Defendant Valensec International, Inc. is a foreign for-profit corporation with its principal place of business in Oregon, Ohio. Valensec does business in King County and in the state of Washington and is an “employer” for purposes of the IWA, the MWA, and the WRA.

1 **IV. STATEMENT OF FACTS**

2 4.1. Defendant Triple Canopy provides security services to various federal  
3 facilities in Washington state pursuant to a contract with the Department of Homeland  
4 Security, Federal Protective Service. These security services include monitoring of security  
5 cameras, manning secure checkpoints, and roving patrols. Many of the federal facilities  
6 served by Triple Canopy are located in King County, Washington.  
7

8 4.2. Defendant Valensec International is a subcontractor to Triple Canopy under  
9 the Department of Homeland Security contract. In that capacity, Valensec International  
10 provides security services at a single United States Citizenship and Immigration Services  
11 (“USCIS”) site located in Tukwila, King County, Washington.

12 4.3. Plaintiffs and members of the putative class are or were employed by  
13 Defendants as protective security officers to provide security services at federal facilities in  
14 Washington state under the Department of Homeland Security contract.  
15

16 4.4. Plaintiffs and all members of the putative class are paid on an hourly basis.

17 4.5. During the time period relevant to this case, Defendants failed to provide meal  
18 breaks to Plaintiffs and members of the putative class as required by the IWA and WAC 296-  
19 126-092.  
20

21 4.6. During the time period relevant to this case, Defendants failed to provide  
22 additional compensation to Plaintiffs and members of the putative class for missed meal  
23 breaks.

24 4.7. Plaintiffs and members of the putative class regularly worked more than forty  
25 (40) hours in a given work week but were not paid time and half their regular rate of pay for  
26 missed meal breaks in such work weeks.

1           4.8. Defendants Triple Canopy and Valensec International are joint employers of  
2 the protective security officers directly employed by Valensec.

3           4.9. The protective security officers directly employed by Valensec were formerly  
4 employed by Triple Canopy, were forced to separate from Triple Canopy and become  
5 directly employed by Valensec when Triple Canopy subcontracted with Valensec.  
6

7           4.10. Triple Canopy continues to handle the scheduling, training, and oversight of  
8 security services at all federal facilities covered by the Department of Homeland Security  
9 contract, including the USCIS facility served by Valensec.

10           4.11. The officers directly employed by Valensec also work shifts at other federal  
11 facilities served by Triple Canopy and work together with protective service officers directly  
12 employed by Triple Canopy.  
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14           4.12. The officers directly employed by Valensec routinely report to Triple  
15 Canopy's local office in Tukwila, Washington.

16           4.13. The officers directly employed by Valensec routinely communicate with  
17 Triple Canopy's human resources department and other Triple Canopy managers regarding  
18 issues such as scheduling, breaks, and hours of work.

19           4.14. All protective security officers providing services under the Department of  
20 Homeland Security contract, including those directly employed by Valensec, belong to the  
21 same union, are part of the same bargaining unit, and are covered by the same collective  
22 bargaining agreement signed by Triple Canopy but not by Valensec International.  
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1 **V. CLASS ACTION ALLEGATIONS**

2 5.1. Plaintiffs seek to represent a class of all persons who are or were employed by  
3 Defendants as protective security officers in Washington state beginning three years prior to  
4 the filing of this Complaint and continuing thereafter.

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

7 5.3. It is impracticable to join all of the members of the class as defined herein as  
8 named plaintiffs.

9 5.4. There are questions of law and fact common to the class including, but not  
10 limited to: whether Defendants failed to provide protective security officers with meal breaks  
11 as required by the IWA and WAC 296-126-092; whether Defendants failed to pay protective  
12 security officers additional compensation for missed meal breaks; whether these failures  
13 violated the IWA and the MWA; and whether Defendants acted willfully and with intent to  
14 deprive class members of their proper wages by virtue of the foregoing.

15 5.5. The named Plaintiffs were not provided legally required meal breaks or  
16 additional compensation for missed meal breaks while working for Defendants, and their  
17 wage and hour claims are typical of the claims of all class members and of the anticipated  
18 defenses thereto.

19 5.6. The named Plaintiffs will fairly and adequately protect the interests of the  
20 class as required by CR 23(a)(4).

21 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because  
22 questions of law or fact common to members of the class predominate over any questions  
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1 affecting only individual members and because a class action is superior to other available  
2 methods for the fair and efficient adjudication of the controversy.

## 3 **VI. CLAIMS FOR RELIEF**

### 4 **FIRST CAUSE OF ACTION – VIOLATION OF THE IWA**

5 6.1. The Washington Industrial Welfare Act, RCW 49.12, and its implementing  
6 regulation, WAC 296-126-092, require employers to provide employees with a 30-minute  
7 meal break during shifts lasting more than five hours and prohibit employers from requiring  
8 employees to work more than five hours without a meal break.

9 6.2. If employees are required to work more than five hours without a 30-minute  
10 meal break, they are due additional compensation for that time.

11 6.3. Defendants violated the IWA and its implementing regulation by failing to  
12 provide Plaintiffs and members of the class with additional compensation for their missed  
13 meal breaks.

14 6.4. As a result of Defendants' acts and omissions, Plaintiffs and members of the  
15 class have been damaged in amounts to be proven at trial.

### 16 **SECOND CAUSE OF ACTION – VIOLATION OF THE MWA**

17 6.5. Defendants violated the Washington Minimum Wage Act, RCW 49.46.130,  
18 by failing to pay Plaintiffs and members of the class one and one-half times their regular rate  
19 of pay for missed meal breaks in weeks in which they worked more than 40 hours.

20 6.6. As a result of Defendants' acts and omissions, Plaintiffs and members of the  
21 class have been damaged in amounts to be proven at trial.

1                                   **THIRD CAUSE OF ACTION – VIOLATION OF THE WRA**

2           6.7. Defendants’ acts and omissions, as alleged above, constitute willful  
3 withholding of wages due in violation of the Wage Rebate Act, RCW 49.52.050 and 070.

4           6.8. As a result of Defendants’ acts and omissions, Plaintiffs and members of the  
5 class have been damaged in amounts to be proven at trial.  
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7                                   **VII. PRAYER FOR RELIEF**

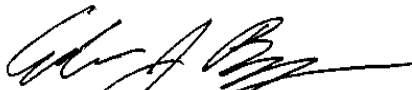
8           WHEREFORE, Plaintiffs requests this Court enter an order granting them and the  
9 putative class members the following relief:

- 10           A. Certification of this case as a class action;
- 11           B. Damages and lost wages in amounts to be proven at trial;
- 12           C. Exemplary damages pursuant to RCW 49.52.070;
- 13           D. Attorneys’ fees and costs pursuant to RCW 49.46.090, RCW 49.48.030, and  
14 RCW 49.52.070;
- 15           E. Prejudgment interest; and
- 16           F. Such other and further relief as the Court deems just and proper.  
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19           DATED this 1st day of August, 2022.

20                                   SCHROETER GOLDMARK & BENDER

21                                   

22                                   ADAM J. BERGER, WSBA #20714  
23                                   ELIZABETH HANLEY, WSBA #38233  
24                                   Counsel for Plaintiffs