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RESPECTABLE JUDGE MICHAEL SCOTT
HONORABLE JUDGE MICHAEL SCOTT

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

KENNY ZAVALA ORTEGA; ERIC REYES;
and KEVIN MELENDEZ;

No. 20-2-13163-6 SEA

Plaintiffs,

SECOND AMENDED
COMPLAINT FOR DAMAGES

v.

Class Action

ENRIQUE SOTO ALVAREZ (AKA.
HENRY SOTO) AND JANE DOE SOTO
ALVAREZ AND THE MARITAL
COMMUNITY THEREOF; INSULATION 4
LESS, INC.; a Washington Corporation.
OHIO CAS. INS. CO. Bond Account
Number 999056149

Defendants.

I. INTRODUCTION

1. Plaintiffs bring this class action on behalf of themselves and all similarly
situated employees against Defendants for unpaid wages.

II. PARTIES

2. Plaintiff Kenny Zavala Ortega is a Washington resident, who worked for
Defendants in King and Pierce Counties in Washington.

1 3. Plaintiff Eric Reyes is a Washington resident, who worked for Defendants in
2 King and Pierce and Counties in Washington.

3 4. Plaintiff Kevin Melendez is a Washington resident, who worked for
4 Defendants in King and Pierce Counties in Washington.

5 5. Defendants ENRIQUE SOTO ALVAREZ AND JANE DOE SOTO
6 ALVAREZ and THE MARITAL COMMUNITY THEREOF, are the principal and President
7 of Insulation 4 Less Inc. and the owners of INSULATION 4LESS INC. Enrique Soto
8 Alvarez also runs that company on a day-to-day basis. With respect to the unlawful
9 employment practices alleged herein, ENRIQUE SOTO ALVAREZ is an employer of the
10 Plaintiffs as that term is used in the wage and hour laws of Washington.
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12 6. Defendant INSULATION 4 LESS INC. is the entity which operates the
13 company at which Plaintiffs worked. With respect to the unlawful employment practices
14 alleged herein, INSULATION 4 LESS INC. is an employer of the Plaintiffs as that term is
15 used in the wage and hour laws of Washington.
16

17 7. Defendant Ohio Cas. Ins Co. provided a contractor's surety bond,
18 number 999056149 to Insulation 4 Less Inc.

19 8. On information and belief, defendant David Jones has been a principal of
20 defendant Insulation 4 Less during much of the latter part of 2020 and continuing into 2021;
21 as a principal, had control over whether and how much plaintiffs and class members were to
22 be paid, including previously withheld wages and did not properly pay them in accordance
23 with Washington law. On information and belief, Mr. Jones is also the principal of Hideko,
24 Inc.
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1 9. On information and belief, Hideko, Inc. purchased Insulation 4 Less sometime
2 between September and November 2020. However, Washington Department of Labor &
3 Industries documents in 2020 and 2021 states Hideko had no current workers compensation
4 account and also states that Insulation 4 Less continued to employ workers.

5 **III. JURISDICTION AND VENUE**

6 10. The Court has jurisdiction over this action under RCW 49.12 et seq. and RCW
7 49.52 et seq.

8 11. Venue is proper in King county because one or more defendants had plaintiffs
9 and class members perform much of their work in King County.

10 **IV. FACTUAL ALLEGATIONS**

11 12. Plaintiff Kenny Zavala Ortega was employed by one or more Defendants as
12 an insulation installer from August 2019 until July 2020.

13 13. Plaintiff Eric Reyes was employed by one or more Defendants as an insulation
14 installer from September 2019 until November 2019.

15 14. Plaintiff Kevin Melendez was employed by one or more Defendants as an
16 insulation installer from September 2019 until November 2019.

17 15. Defendants have paid Plaintiffs' hourly wages during much, if not all, of their
18 employment.

19 16. On information and belief, Defendants have engaged in a pattern or practice
20 of not enabling plaintiffs and others to take legally required lunch and rest breaks.

21 17. On information and belief, Defendants have engaged in a pattern or practice
22 of not routinely providing legally required compensation to Plaintiffs and others for missed
23 meal breaks
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1 18. Since the beginning of their employment, Plaintiffs and others have often
2 worked more than five hours without any lunch break(s).

3 19. On information and belief, Defendants had engaged in a pattern or practice of
4 not adequately paying plaintiffs and others from all hours worked or for time and a half of
5 the regular rate for all overtime hours worked.

6 20. Defendants' patterns or practices alleged herein are willful

7
8 **V. CLASS ACTION ALLEGATIONS**

9 21. Plaintiffs bring this action as a class action under CR23(a) and (b)(3) on
10 behalf of themselves and all others similarly situated. Plaintiffs seek to represent a class
11 defined as:

12 All insulation installers who have been employed by Insulation 4 Less Inc.
13 at any time between August 27, 2017 and the present.

14 22. The proposed class consists of at least 40 members, and individual joinder
15 would be impracticable.

16 23. Plaintiffs' claims are typical of the claims of the proposed class because their
17 claims arise from the same practices by Insulation 4 Less and other defendants, which give
18 rise to the claims of the other members of the class, and are based on the same legal theories.

19 24. The Plaintiffs' claims and those of the class raise common legal and factual
20 issues because Insulation 4 Less and other defendants' practices, which Plaintiffs challenge
21 applied to all members of the class.
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1 25. Plaintiffs would adequately represent the interests of the class because they do
2 not have interests which are adverse to the members of the class and have retained competent
3 counsel to prosecute their claims and those of the class.

4 26. Common issues of law and fact predominate over any individual issues,
5 including but not limited to:

6 (a) Whether Defendants' insulation installers failed to receive all meal breaks
7 required by Washington law;

8 (b) Whether Plaintiffs consistently received proper wage and overtime
9 payments; and

10 (c) Whether Plaintiffs and the class are entitled to double damages under the
11 Washington Wage Statute for the denial of meal, rest-breaks, wages and/or overtime.
12

13 27. A class action is superior to any other methods for the fair and efficient
14 adjudication of Plaintiffs' claims because: (a) the value of the individual damages claims are
15 likely to be small given the total amount of wages due to each individual worker, and class
16 members would have little ability to individually prosecute his or her claims; (b) there is no
17 known litigation pending concerning the claims set forth herein; (c) the claims are
18 conveniently concentrated in this forum and the claims are brought under Washington Jaw;
19 and (d) there are no difficulties likely to be encountered in the management of this matter as
20 a class action. In this regard, defendants' business records can supply the names, current or
21 last known addresses and telephone numbers of all employees who would be members of the
22 class.
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VI. CLAIMS

28. Defendants' patterns or practices under which Plaintiffs and the class do not receive meal and rest-breaks violates RCW 49.12 and WAC 296-126-092.

29. Defendants' practices under which Plaintiffs and the class do not receive meal and rest breaks violate RCW 49.46.130, RCW 49.48.010 and applicable regulations and DLI policies.

30. Defendants' patterns or practices of not paying for all time worked and not paying appropriate overtime violate RCW 49.46.130, RCW 49.48.010, applicable regulations, and DLI policies.

VII. DAMAGES

31. As a result of the foregoing, the Plaintiffs and putative class members have suffered lost wages and economic loss.

VIII. PRAYER FOR RELIEF

Wherefore plaintiffs pray for individual and class-wide relief against defendants as follows:

(a) Certification of the class;

(b) Judgment against Defendants for the wages due, in an amount to be proven at trial;

(c) An award of double damages under the Washington Wage statutes, including RCW 49.52.050 - .070;

(d) An award of reasonable attorney fees and costs of suit under RCW 49.48.030, 49.52.070 and 49.46.090;

1 (e) Pre-judgment interest on all amounts awarded as allowed by law;

2 (f) Post judgment interest; and

3 (g) such other relief as the Court finds just and equitable.

4
5 RESPECTFULLY SUBMITTED this 21st day of July, 2021.

6
7 MENDEZ LAW GROUP, PLLC

8 /s/ Damian S. Mendez

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Attorneys for Plaintiffs