GEGFÁDEÚÜÁEÍÁFFK HÁDET SOÞ ÕÁÔU WÞVŸ ÙWÚÒÜŒJÜÁÔUWÜVÁÔŠÒÜS ÒËØŠÒÖ. ÔŒÙÒÂKÁŒFËŒE ŒŒ ËFÂÙÒŒ

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

ADAM ROBINSON, individually and on behalf of all persons similarly situated,

No. 21-2-04224-1 SEA

Plaintiff.

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

v.

VR VENTURES LLC, d/b/a HUNTINGTON LEARNING CENTER OF BELLEVUE, a foreign limited liability company,

Defendant.

I. NATURE OF ACTION

1.1. Plaintiff Adam Robinson brings this action against Defendant VR Ventures LLC d/b/a Huntington Learning Center of Bellevue 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. Plaintiff brings this case as putative class action on behalf of himself and all other tutors employed by Defendant to recover wages, penalties, and interest owed for unpaid pre- and post-shift work and missed rest and meal breaks.

II. PARTIES & JURISDICTION

- 2.1. Defendant VR Ventures LLC is a foreign limited liability company doing business in King County, Washington. Defendant does business in Washington as Huntington Learning Center of Bellevue.
- 2.2. Defendant is an "employer" for the purpose of the MWA, the WRA, and the IWA.
 - 2.3. Plaintiff Adam Robinson is an individual residing in Snohomish County.
- 2.4. The Superior Court of Washington has jurisdiction over Plaintiff's claims pursuant to RCW 2.08.010.
 - 2.5. Venue in King County is appropriate pursuant to RCW 4.12.025.

III. STATEMENT OF FACTS

- 3.1. Defendant operates a Huntington Learning Center franchise in Bellevue, Washington.
- 3.2. Through the Learning Center, Defendant provides students with individualized instruction in reading, phonics, study skills, and mathematics. It also offers preparatory courses for standardized entrance exams, such as the SAT and the ACT.
 - 3.3. Plaintiff was hired by Defendant as a tutor in December 2020.
- 3.4. Defendant assigns the tutors' schedules, which consist of "blocks" of instruction lasting one hour or more. Sometimes, tutors' schedules will include gaps between periods of instruction. Other times, tutors' schedules will include multiple, successive blocks of instruction of up to six hours or more without breaks between them.
- 3.5. Defendant requires Plaintiff and the other tutors to arrive at least five minutes before the scheduled start of a session to prepare for that session.

- 3.6. After each session, Defendant requires Plaintiff and the other tutors to transcribe notes regarding the session in an electronic database and to clean and organize the workspace.
- 3.7. Defendant only pays Plaintiff and the other tutors for the time they spend providing instruction during a scheduled session. Consequently, it does not compensate the tutors for "off-the-clock" time they spend preparing for instruction sessions, or for time they spend transcribing notes and cleaning up after the sessions.
- 3.8. When Plaintiff and the other tutors are required to teach multiple, successive sessions lasting more than five hours, Defendant does not provide them with meal breaks.
- 3.9. When Plaintiff and the other tutors are required to teach multiple, successive sessions lasting more than three hours, Defendant does not provide them with rest breaks.

IV. CLASS ACTION ALLEGATIONS

- 4.1. Plaintiff seeks to represent a class of current and former tutors and similar job classifications who worked for Defendant at any time beginning three years prior to the filing of the Complaint in this matter, and continuing thereafter.
 - 4.2. Plaintiff's claims are properly maintainable under CR 23(a) and (b)(3).
- 4.3. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the class as defined herein as named plaintiffs.
- 4.4. Pursuant to CR 23(a)(2), there are common questions of law and fact to the class including, but not limited to: whether Defendant engaged in a pattern and practice of requiring, suffering, or permitting tutors to show up before the start of scheduled instruction sessions to prepare for those sessions; whether Defendant paid tutors for this preparatory time; whether Defendant engaged in a pattern and practice of requiring, suffering, or

permitting tutors to perform tasks after instruction sessions; whether Defendant paid tutors for this post-session work; whether Defendant failed to provide thirty-minute meal periods to tutors who worked consecutive sessions lasting more than five hours; whether this failure violates WAC 296-126-092; whether Defendant owes tutors wages for days on which they worked consecutive sessions lasting more than five hours; whether Defendant failed to provide 10-minute rest breaks to tutors who worked consecutive sessions lasting more than three hours; whether this failure violates WAC 292-126-092; and whether Defendant acted willfully with the intent to deprive tutors of their wages by not paying them for pre- and post-session work and by not providing meal and rest breaks.

- 4.5. Pursuant to CR 23(a)(3), the named Plaintiff's wage and hour claims are typical of the claims of all class members and of Defendant's anticipated defenses thereto.
- 4.6. The named Plaintiff will fairly and adequately protect the interests of the class as required CR 23(a)(4).
- 4.7. Pursuant to CR 23(b)(3), class certification is appropriate here because the questions of law or fact common to members of the class predominate over questions affecting only individual members and because a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

V. UNPAID PREPARATORY TIME

- 5.1. Plaintiff restates and realleges the allegations set forth above.
- 5.2. Defendant's failure to pay Plaintiff and the other tutors for time spent—at Defendant's insistence—preparing before the scheduled start of instruction sessions constitutes a violation of the Minimum Wage Act.

- 5.3. As a result of Defendant's acts and omissions, Plaintiff and the other tutors have been damaged in amounts as will be proven at trial.
- 5.4. Defendant's refusal to pay Plaintiff and the other tutors for preparatory time constitutes willful withholding of wages under the Wage Rebate Act, RCW 49.52.050 & .070.

VI. UNPAID END-OF-SESSION TIME

- 6.1. Plaintiff restates and realleges the allegations set forth above.
- 6.2. Defendant's failure to pay Plaintiff and the other tutors for work performed after the end of a scheduled session—e.g., transcribing notes or cleaning and organizing the workspace—constitutes a violation of the Minimum Wage Act.
- 6.3. As a result of Defendant's acts and omissions, Plaintiff and the other tutors have been damaged in amounts as will be proven at trial.
- 6.4. Defendant's failure to pay Plaintiff and the other tutors for time worked at the end of a scheduled session constitutes willful withholding of wages under the Wage Rebate Act, RCW 49.52.050 & .070.

VII. MEAL BREAK VIOLATIONS

- 7.1. Plaintiff restates and realleges the allegations set forth above.
- 7.2. Defendants' failure to provide Plaintiff and the other tutors with meal periods during continuous shifts lasting more than five hours constitutes a violation of the Industrial Welfare Act and its implementing regulations and of the Minimum Wage Act.
- 7.3. As a result of Defendant's acts and omissions, Plaintiff and the other tutors have been damaged in amounts as will be proven at trial.

7.4. Defendant's refusal to provide meal periods constitutes willful withholding of wages under the Wage Rebate Act, RCW 49.52.050 & .070.

VIII. REST BREAK VIOLATIONS

- 8.1. Plaintiff restates and realleges the allegations set forth above.
- 8.2. Defendant's failure to provide Plaintiff and the other tutors with rest periods during continuous shifts lasting more than three hours constitutes a violation of the Industrial Welfare Act and its implementing regulations and of the Minimum Wage Act.
- 8.3. As a result of Defendant's acts and omissions, Plaintiff and the other tutors have been damaged in amounts as will be proven at trial.
- 8.4. Defendant's refusal to provide rest breaks constitutes willful withholding of wages under the Wage Rebate Act, RCW 49.52.050 & .070.

IX. PRAYER FOR RELIEF

Plaintiff requests the Court enter an order granting him the following relief:

- A. Certification of this case as a class action pursuant to CR 23(a) and (b)(3);
- B. Damages for lost wages in amounts to be proven at trial;
- C. Exemplary damages in amounts equal to double the wages due to Plaintiff and the class members, pursuant to RCW 49.52.070;
- D. Attorneys' fees and costs pursuant to RCW 49.46.090, RCW 49.48.030, and RCW 49.52.070;
 - E. Prejudgment interest; and
 - F. Such other and further relief as the Court deems just and proper.

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1	DATED this 6th day of April, 2021.	
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