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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,

Plaintiff,

v.

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

Defendant.

No. 21-2-04224-1 SEA

FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES

**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.

1 **II. PARTIES & JURISDICTION**

2 2.1. Defendant VR Ventures LLC is a foreign limited liability company doing  
3 business in King County, Washington. Defendant does business in Washington as  
4 Huntington Learning Center of Bellevue.

5 2.2. Defendant is an “employer” for the purpose of the MWA, the WRA, and the  
6 IWA.  
7

8 2.3. Plaintiff Adam Robinson is an individual residing in Snohomish County.

9 2.4. The Superior Court of Washington has jurisdiction over Plaintiff’s claims  
10 pursuant to RCW 2.08.010.

11 2.5. Venue in King County is appropriate pursuant to RCW 4.12.025.

12 **III. STATEMENT OF FACTS**

13 3.1. Defendant operates a Huntington Learning Center franchise in Bellevue,  
14 Washington.  
15

16 3.2. Through the Learning Center, Defendant provides students with  
17 individualized instruction in reading, phonics, study skills, and mathematics. It also offers  
18 preparatory courses for standardized entrance exams, such as the SAT and the ACT.

19 3.3. Plaintiff was hired by Defendant as a tutor in December 2020.

20 3.4. Defendant assigns the tutors’ schedules, which consist of “blocks” of  
21 instruction lasting one hour or more. Sometimes, tutors’ schedules will include gaps between  
22 periods of instruction. Other times, tutors’ schedules will include multiple, successive blocks  
23 of instruction of up to six hours or more without breaks between them.  
24

25 3.5. Defendant requires Plaintiff and the other tutors to arrive at least five minutes  
26 before the scheduled start of a session to prepare for that session.



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

11 4.5. Pursuant to CR 23(a)(3), the named Plaintiff's wage and hour claims are  
12 typical of the claims of all class members and of Defendant's anticipated defenses thereto.  
13

14 4.6. The named Plaintiff will fairly and adequately protect the interests of the class  
15 as required CR 23(a)(4).  
16

17 4.7. Pursuant to CR 23(b)(3), class certification is appropriate here because the  
18 questions of law or fact common to members of the class predominate over questions  
19 affecting only individual members and because a class action is superior to other available  
20 methods for the fair and efficient adjudication of the controversy.

## 21 **V. UNPAID PREPARATORY TIME**

22 5.1. Plaintiff restates and realleges the allegations set forth above.

23 5.2. Defendant's failure to pay Plaintiff and the other tutors for time spent—at  
24 Defendant's insistence—preparing before the scheduled start of instruction sessions  
25 constitutes a violation of the Minimum Wage Act.  
26

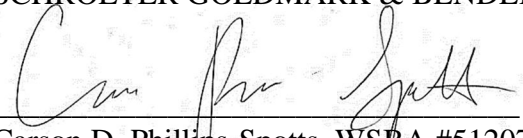




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DATED this 6th day of April, 2021.

SCHROETER GOLDMARK & BENDER



Carson D. Phillips-Spotts, WSBA #51207  
Adam J. Berger, WSBA #20714

*Attorneys for Plaintiff*