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

DANIEL CAMPEAU, individually and on
behalf of all persons similarly situated,

Plaintiff,

v.

YAKIMA HMA LLC,

Defendant.

No. 20-2-01953-39

CLASS ACTION COMPLAINT FOR
DAMAGES

Plaintiff claims against Defendant as follows:

I. NATURE OF ACTION

1.1. Plaintiff Daniel Campeau brings this class action against Defendant for depriving him and other hospice and home care nurses of their breaks, wages, and overtime pay in violation of Washington’s Industrial Welfare Act (“IWA”), RCW 49.12, Minimum Wage Act (“MWA”), RCW 49.46, and Wage Rebate Act (“WRA”), RCW 49.52.

1.2. Previously, Campeau’s union, the Washington State Nurses Association (WSNA) filed an action in Yakima County Superior Court Case No. 15-2-01109-9 (“the WSNA Case”) on behalf of the same hospice and home care nurses for the same wage and

1 hour violations as asserted here. Campeau relied on the pendency of the WSNA case in
2 choosing not to pursue his own lawsuit.

3 1.3. In the WSNA Case, the trial court held that the union had standing to pursue
4 the wage claims on behalf of Campeau and the other nurses and entered a \$3.8 million
5 judgment in their favor. On appeal, the Washington Supreme Court dismissed the case for lack
6 of “associational standing” though it did not disturb any of the factual findings.
7

8 1.4. This Complaint seeks to vindicate the rights of the nurses who prevailed at trial
9 in the WSNA Case, but who have still not been paid the wages they are due.

10 II. JURISDICTION AND VENUE

11 2.1. The Superior Court of Washington has jurisdiction of Plaintiff’s claims
12 pursuant to RCW 2.08.010.

13 2.2. Venue in Yakima County is appropriate pursuant to RCW 4.12.025.
14

15 III. PARTIES

16 3.1. Plaintiff Daniel Campeau is a resident of Yakima County, Washington.
17 Campeau was employed as a home care nurse from April 2011 through August 2016.

18 3.2. Defendant Yakima HMA, LLC (Yakima Regional) is a Washington Limited
19 Liability Company.

20 3.3. In the WSNA case, Yakima Regional admitted it was Campeau’s “employer”
21 for purposes of the wage and hour claims at issue there and here.
22

23 IV. STATEMENT OF FACTS

24 4.1. Yakima Regional employed Campeau and members of the putative class as
25 hospice and home care nurses (together, “nurses”) to care for terminally ill and post-surgical
26 patients.

1 4.2. Yakima Regional instructed Campeau and the other nurses to report no more
2 than eight hours of work each day, regardless of the number of hours actually worked, and
3 notwithstanding the volume of work Yakima Regional assigned them. Most of the time, the
4 nurses could not complete their assigned work in an eight-hour time period.

5 4.3. Yakima Regional failed to keep accurate time records that would have recorded
6 the amount of time actually worked by Campeau and the other nurses. Instead, Yakima
7 Regional instructed nurses to sign time cards that under-reported their hours.

8 4.4. Yakima Regional did not schedule meal breaks for its nurses nor did it take any
9 reasonable steps to ensure they received such breaks. Instead, it imposed productivity
10 requirements on the nurses that gave them little to no opportunity to take a 30-minute
11 uninterrupted meal period. Moreover, nurses were discouraged from taking breaks because, if
12 they did, it would simply mean additional work later in the day, for which they would not be
13 paid.

14 4.5. According to the trial court's findings of fact in the WSNA case, ninety percent
15 (90%) of the time, nurses did not receive a lawful meal period.

16 4.6. Yakima Regional knew the nurses were not receiving their meal breaks. Even
17 so, Yakima Regional discouraged nurses from reporting missed breaks, which would have, in
18 turn, entitled them to additional wages.

19 4.7. In January 2018, WSNA presented evidence at trial that showed the above-cited
20 facts to be true, resulting in a \$3.8 million judgment in favor of the nurses. Ex. A (Judgment);
21 Ex B. (Findings of Fact).

22 4.8. Several nurses, including Campeau, took an active role in the WSNA case,
23 including by providing testimony at trial in support of their wage claims.
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1 **V. CLASS ACTION ALLEGATIONS**

2 5.1. Plaintiff Campeau seeks to represent a class of nurses employed by Yakima
3 Regional as hospice or home care nurses at any time between April 12, 2012 through August,
4 31, 2017.

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

7 5.3. Pursuant to CR 23(a)(1), it is impracticable to join all of the members of the
8 class as defined herein as named plaintiffs.

9 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact to the
10 class including: whether Yakima Regional is estopped from relitigating the claims, defenses,
11 and issues in this case that were previously decided in the WSNA case; whether Yakima
12 Regional failed to pay overtime; whether Yakima Regional failed to provide lawful breaks;
13 and whether Yakima Regional acted willfully and with an intent to deprive class members of
14 their proper wages.

15 5.5. Pursuant to CR 23(a)(3), the named Plaintiff's wage and hour claims are typical
16 of the claims of all class members and of the anticipated defenses.

17 5.6. The named Plaintiff will fairly and adequately protect the interests of the class
18 as required by CR 23(a)(4).

19 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because
20 questions of law or fact common to members of the class predominate over any questions
21 affecting only individual members and because a class action is superior to other available
22 methods for the fair and efficient adjudication of the controversy.
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1 **VI. CLAIMS FOR RELIEF**

2 **FIRST CAUSE OF ACTION – VIOLATION OF THE MWA**

3 6.1. Yakima Regional violated Washington’s Minimum Wage Act, RCW 49.46,
4 when it failed to pay Plaintiff and the class members for all hours worked, including overtime
5 hours that should have been paid at a rate of one and one half times their regular rate of pay.

6 6.2. As a result of Yakima Regional’s acts and omissions, Plaintiff and members of
7 the class have been damaged in amounts already proven in the WSNA case or that will be
8 proven at trial in this matter.
9

10 **SECOND CAUSE OF ACTION – VIOLATION OF THE IWA**

11 6.3. Yakima Regional violated Washington’s Industrial Welfare Act, RCW 49.12,
12 and its implementing regulation, WAC 296-126-092, when it failed to provide Plaintiff and
13 class members with 30-minute uninterrupted meal periods or additional compensation for
14 missed or on-duty meal periods.
15

16 6.4. As a result of Yakima Regional’s acts and omissions, Plaintiff and members of
17 the class have been damaged in amounts already proven in the WSNA case or that will be
18 proven in this matter.

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

20 6.5. Yakima Regional’s failure to pay Plaintiff and the class members for all hours
21 worked was willful and not the result of a mistake, in violation of Washington’s Wage Rebate
22 Act, RCW 49.52.
23

24 6.6. As a result of Yakima Regional’s acts and omissions, Plaintiff and members of
25 the class are owed exemplary damages, as already proven in the WSNA case or as will be
26 proven in this matter.

1 **VII. PRAYER FOR RELIEF**

2 Plaintiff requests this Court enter judgment or an order granting him and the putative
3 class members the following relief:

- 4 a. Certification of this case as a class action;
- 5 b. Damages and lost wages in amounts already proven in the WSNA case or to be
6 proven here;
- 7 c. Exemplary damages to Plaintiff and the putative class members, pursuant to
8 RCW 49.52.070, in amounts already proven in the WSNA case or to be proven
9 here;
- 10 d. Attorneys' fees and costs pursuant to RCW 49.46.090, RCW 49.48.030, and
11 RCW 49.52.070;
- 12 e. Prejudgment interest; and
- 13 f. Such other and further relief as the Court deems just and proper.

14 DATED this 6th day of October, 2020.

15 SCHROETER GOLDMARK & BENDER

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17 _____
18 Lindsay L. Halm, WSBA #37141
19 Adam J. Berger, WSBA #20714

20 *Counsel for Plaintiff*