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

ERIN DAVIS, individually and on behalf of
others similarly situated,

Plaintiff,

v.

INTEGRITY TRAFFIC OR, LLC, a foreign
limited liability company, and DAVID
FLEISCHMAN, individually,

Defendants.

No.

CLASS ACTION COMPLAINT

I. NATURE OF ACTION

1.1. Plaintiff Erin Davis brings this class action to hold Defendant Integrity Traffic OR, LLC (“Integrity Traffic” or “the Company”) accountable for its violations of the Minimum Wage Act, chapter 49.46 RCW (“MWA”), the Industrial Welfare Act, chapter 49.12 RCW (“IWA”), the Wage Rebate Act, chapter 49.52 RCW (“WRA”), and the Prevailing Wages on Public Works Act, chapter 39.12 RCW (“PWA”). On behalf of herself and similarly situated workers, Davis seeks to vindicate workplace rights, including the right to be paid for all hours worked, the right to be compensated for missed meal periods, and the right to be paid prevailing wages on public works.

1 **II. PARTIES & JURISDICTION**

2 2.1. The Superior Court of Washington has jurisdiction over Davis’s claims
3 pursuant to RCW 2.08.010.

4 2.2. Venue in King County is appropriate pursuant to RCW 4.12.025, as Integrity
5 Traffic transacts business in King County, Washington, and some of the transactions giving
6 rise to the claims asserted in this case took place in King County.
7

8 2.3. Plaintiff Erin Davis is a resident of Olympia, Washington and a formerly
9 hourly-paid employee of Integrity Traffic.

10 2.4. Defendant Integrity Traffic OR, LLC is an Oregon limited liability company
11 that does business in the State of Washington and in King County.

12 2.5. Integrity Traffic is an “employer” within the meaning of the MWA, the IWA,
13 the WRA, and the PWA.
14

15 2.6. Defendant David Fleischman is the Branch Manager for Integrity Traffic’s
16 Washington facility.

17 2.7. Fleischman is an “employer” within the meaning of the MWA, the IWA, the
18 WRA, and the PWA.

19 **III. STATEMENT OF FACTS**

20 3.1. Integrity Traffic is in the business of providing full-service traffic control.

21 3.2. The company dispatches workers to job sites across western Washington in
22 company trucks, loaded with company equipment.
23

24 3.3. Integrity Traffic employed Davis from approximately January 2023 to February
25 2024.
26

1 one or two Class Members at a time, Class Members do not receive meal periods and receive
2 no additional compensation for the missed breaks.

3 3.12. As Branch Manager for Integrity Traffic's Washington facility, Defendant
4 Fleischman was responsible for the practices described above.

5 3.13. Defendants' failure to pay for missed meal breaks is not accidental or the result
6 of a bona fide dispute over the amount of wages owed but is willful and knowing.
7

8 **Unpaid Work – Class Members**

9 3.14. Class Members are not paid for all hours worked, including as follows:

10 3.15. Integrity Traffic instructs Class Members to clock-in at the job site when the
11 job is scheduled to begin (e.g., 9:00 a.m.), even when work is performed prior to that time,
12 such as, loading and unloading the truck, setting cones, preparing the site, and similar work
13 tasks.
14

15 3.16. At the end of a scheduled job, the Company instructs Class Members to clock-
16 out based on an estimate of the time needed to gather and load equipment from the site, even
17 when the work takes longer to complete.

18 3.17. The Company occasionally dispatches Class Members from one job site to
19 another, such as when a project finishes early. When this occurs, the Company does not
20 compensate Class Members for time spent traveling between job sites.
21

22 3.18. Integrity Traffic requires Class Members to attend safety meetings on certain
23 Saturdays (typically the third Saturday of the month) at the Shop but does not pay them for
24 more than one hour of work, even when meetings run longer.

25 3.19. As a result of the practices described above, Class Members are not paid for all
26 hours worked.

1 3.20. Defendants have disregarded employee complaints about the chronic
2 undercounting of hours.

3 3.21. As Branch Manager for Integrity Traffic’s Washington facility, Defendant
4 Fleischman was responsible for the practices described above that resulted in the
5 underpayment of hours worked.
6

7 3.22. Defendants’ failure to pay for all hours worked is not accidental or the result of
8 a bona fide dispute over the amount of wages owed but is willful and knowing.

9 **Additional Unpaid Work – Subclass Members**

10 3.23. In addition to the above undercounting of hours, Integrity Traffic does not
11 properly compensate Subclass Members (workers assigned company trucks) for time spent
12 driving company vehicles. Instead, it pays Subclass Members for time spent traveling from
13 home or its Tacoma Shop to a job site (and back) only when a project is located more than 30
14 miles away. Previously, that threshold was 50 miles, meaning that the wage theft has increased
15 over time.
16

17 3.24. Subclass Members are not permitted to use company trucks for personal use but
18 are required to clean and maintain them according to Company standards. For example, Class
19 Members assigned trucks are required to wash them once per week and inspect them once per
20 month on their own time and without compensation.
21

22 3.25. As a result of the practices described above, Subclass Members are not paid for
23 all hours worked.

24 3.26. As Branch Manager for Integrity Traffic’s Washington facility, Defendant
25 Fleischman was responsible for such practices.
26

1 3.27. Defendants have disregarded employee complaints about the chronic
2 undercounting of hours, including drive time.

3 3.28. Defendants' failure to pay for all hours worked is not accidental or the result of
4 a bona fide dispute over the amount of wages owed but is willful and knowing.

5
6 **IV. CLASS ALLEGATIONS**

7 4.1. The action is properly maintainable under Civil Rule 23(a) and (b)(3).

8 4.2. The Class and Subclass described above is sufficiently numerous that joinder
9 of all members is impractical, as required by Civil Rule 23(a)(1).

10 4.3. Pursuant to Civil Rule 23(a)(2), there are common questions of law and fact for
11 the Class and Subclass, including but not limited to: whether Defendants kept accurate time
12 records as required by WAC 296-128-010; whether Class Members engaged in unpaid
13 preliminary and postliminary work; whether Defendants' practices resulted in underpayment
14 of wages; whether Defendants failed to provide thirty-minute meal periods to Class Members
15 on shifts lasting more than five hours; whether the failure to provide meal periods violates
16 WAC 296-126-092; whether Integrity Traffic owes Class Members additional wages for
17 missed meal periods; whether flagging work performed by Class Members on public works
18 projects is covered by the PWA; whether Integrity Traffic failed to pay Class Members the
19 proper prevailing wage rate(s) on public works projects; whether Defendants' practice of
20 refusing to pay Subclass members for all time spent driving to job sites violates the MWA; and
21 whether Defendants acted willfully and with an intent to deprive Class and Subclass Members
22 of their pay, meal periods, and prevailing wages.
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1 4.4. Pursuant to Civil Rule 23(a)(3), Davis's claims, as well as Defendants'
2 anticipated affirmative defenses thereto, are typical of the claims of all members of the Class
3 and Subclass.

4 4.5. Davis and her counsel will fairly and adequately protect the interests of the
5 Class and Subclass required by Civil Rule 23(a)(4).
6

7 4.6. Pursuant to Civil Rule 23(b)(3), class certification is appropriate here because
8 questions of law or fact common to the members of the Class and Subclass predominate over
9 any questions affecting only individual members, and because a class action is superior to other
10 available methods for the fair and efficient adjudication of the controversy.

11 V. LIABILITY

12 5.1. Failure to Pay Prevailing Wages. Defendants' failure to compensate Davis and
13 the Class Members at the correct prevailing wage rates and overtime rates on public works
14 projects constitutes a violation of Washington law, including RCW 39.12.020, 49.46.130, and
15 49.28.010.
16

17 5.2. Meal Break Violations. Defendants' failure to provide legally sufficient meal
18 breaks constitutes a violation of the IWA and its implementing regulation, WAC 296-126-092.

19 5.3. Failure to Pay All Hours Worked. Defendants' failure to accurately record and
20 pay for all hours worked violates the MWA, RCW 49.46, and denies Davis and the Class and
21 Subclass Members regular and overtime compensation due to them.
22

23 5.4. Willful Withholding of Wages. Defendants' failure to pay for all hours worked,
24 to pay wages for missed meal periods, and to pay at the correct prevailing wage rates on public
25 works projects was willful and knowing and thus constitutes a violation of the WRA, RCW
26 49.52.050 and .070.

1 **VI. REQUEST FOR RELIEF**

2 6.1. Davis respectfully requests the Court grant Davis and members of the Class and
3 Subclass the following relief:

- 4 a. Certification of this case as a class action pursuant to CR 23(a) and (b)(3);
5 b. Damages for lost wages in amounts to be proven at trial;
6 c. Compensation for missed meal periods in amounts to be proven at trial;
7 d. Exemplary damages pursuant to RCW 49.52.070;
8 e. Attorneys' fees and costs pursuant to RCW 49.46.090, 49.48.030, and
9 49.52.070;
10 f. Prejudgment interest; and
11 g. Such other and further relief as the Court deems just and proper.
12

13 DATED this 16th day of September, 2024.

14 SCHROETER GOLDMARK & BENDER

15 

16 _____
17 Lindsay L. Halm, WSBA #37141
18 Andrew D. Boes, WSBA #58508
19 *Counsel for Plaintiff*