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

RICHARD WILLIAMS, individually and  
on behalf of others similarly situated,

Plaintiff,

v.

IDEAL SERVICES NW, LLC, a  
Washington limited liability company; and  
RAY SALZER and CATHY SALZER,  
individually and as a joint marital  
community,

Defendants.

No.

CLASS ACTION COMPLAINT

**I. INTRODUCTION**

1.1. Plaintiff Richard Williams brings this class action to hold Defendant Ideal Services NW, LLC (“Ideal Services” or “the Company”) and its owners, Ray and Cathy Salzer, accountable for their violations of the Minimum Wage Act, chapter 49.46 RCW (“MWA”), the Industrial Welfare Act, chapter 49.12 RCW (“IWA”), and the Wage Rebate Act, chapter 49.52 RCW (“WRA”). On behalf of himself and similarly situated workers, Williams seeks to vindicate workplace rights, including the right to be paid for all hours worked and to be compensated for missed meal breaks.

1 **II. PARTIES & JURISDICTION**

2 2.1. Plaintiff Richard Williams is a resident of Denver, Colorado.

3 2.2. Defendant Ideal Services is a Washington limited liability company that does  
4 business in the State of Washington and in King County.

5 2.3. Ideal Services is an “employer” for purposes of the MWA, the IWA, and the  
6 WRA.

7 2.4. Defendants Ray Salzer and Cathy Salzer own and operate Ideal Services.

8 2.5. Defendants Ray Salzer and Cathy Salzer are employers within the meaning of  
9 the MWA and IWA.

10 2.6. The King County Superior Court has jurisdiction over Plaintiff’s claims  
11 pursuant to RCW 2.08.010.

12 2.7. Venue in King County is appropriate pursuant to RCW 4.12.025.

13 **III. STATEMENT OF FACTS**

14 3.1. Ideal Services provides facility and maintenance services across Washington  
15 for franchises, big-box stores, club stores, convenience stores, and commercial chain stores.

16 3.2. Ideal Services employed Williams from July 2018 to April 2020, and again  
17 from March 2022 until February 2023.

18 3.3. Williams worked as a construction lead for Ideal Services. In this role,  
19 Williams drove company vans to client facilities around the state.

20 3.4. Williams seeks to represent all hourly-paid current and former employees who  
21 worked for Ideal Services at any time during the three years preceding the filing of this  
22 complaint or thereafter as construction leads, master electricians, certified plumbers,  
23 technicians, and similar job classifications (“Class Members”).  
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1                                   **Unpaid Preliminary and Postliminary Work and Travel Time**

2           3.5.    Class Members, including Williams, regularly work more than forty hours a  
3 week, depending on their job site assignment and travel time.

4           3.6.    Ideal Services dispatches Class Members to client facilities across  
5 Washington in company vans containing parts and equipment to service the Company’s  
6 clients.

7  
8           3.7.    Class Members may be dispatched directly from their homes to job sites in  
9 company vans or may first be required to report to Ideal Services’ warehouse in Fife to pick  
10 up parts and equipment prior to being dispatched to a job site.

11           3.8.    When Ideal Services dispatches Class Members directly to job sites, the  
12 Company requires them to shave 30 minutes off their drive times at the beginning and the  
13 end of their work days before reporting their hours.

14           3.9.    The Company does not permit personal use of the vans by Class Members.  
15 Ideal Services uses GPS information to enforce its policies regarding travel time and van  
16 usage.

17  
18           3.10.   Ideal Services requires Class Members to use their own money and time to  
19 clean and maintain the company vans. For example, Class Members were required to wash  
20 the company vans on their own time.

21           3.11.   Ideal Services expects Class Members to work “on call” at least once every  
22 five weeks. When on call, Class Members would be expected to travel to client facilities at  
23 any hour of the night, regardless of how much time they worked the day before. Depending  
24 on when the Class Member was called to respond, Defendants did not pay for all travel time  
25 to or from the on-call job site.  
26

1 3.12. As a result of the practices described above, Ideal Services does not pay Class  
2 Members for all hours worked, including time spent driving to and from job sites, gathering  
3 and loading equipment into the company vans, cleaning vehicles, and other pre- and post-  
4 shift work.

5 3.13. Defendants Ray Salzer and Cathy Salzer are directly involved in the daily  
6 operations and compensation practices of the Company.  
7

8 3.14. As owners and operators of the Company, Defendants Ray Salzer and Cathy  
9 Salzer are responsible for the creation, implementation, and enforcement of the policies and  
10 practices described above that result in the underpayment of hours worked.

11 3.15. Defendants have disregarded employee complaints about the policies and  
12 practices described above.  
13

14 3.16. Defendants' failure to pay for all hours worked is not accidental or the result  
15 of a bona fide dispute over the amount of wages owed, but instead is willful and knowing.

16 **Failure to Provide Meal Breaks**

17 3.17. In addition to failing to pay Class Members for all hours worked, Ideal  
18 Services makes no effort to ensure Class Members receive 30-minute meal periods for work  
19 shifts longer than five hours.

20 3.18. Class Members frequently did not receive 30-minute meal periods because of  
21 the workload demands and expectations and job schedules imposed by the Company.  
22

23 3.19. As the owners and operators of Ideal Services, Defendants Ray Salzer and  
24 Cathy Salzer are responsible for the creation, implementation, and enforcement of the  
25 policies and practices that result in the Company's failure to provide meal breaks.  
26

1 3.20. Defendants have disregarded employee complaints about the failure to  
2 provide adequate breaks, including meal breaks.

3 3.21. Defendants' failure to pay for missed meal breaks is not accidental or the  
4 result of a bona fide dispute over the amount of wages owed, but instead is willful and  
5 knowing.  
6

#### 7 IV. CLASS ALLEGATIONS

8 4.1. The action is properly maintainable under Civil Rule 23(a) and (b)(3).

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

11 4.3. Pursuant to Civil Rule 23(a)(2), there are common questions of law and fact  
12 for the class, including but not limited to: whether Defendants' practice of refusing to pay  
13 employees for all time spent driving to job sites in company vans violates the MWA; whether  
14 Defendants kept accurate time records as required by WAC 296-128-010; whether Class  
15 Members engaged in unpaid preliminary and postliminary work; whether Defendants'  
16 practices resulted in underpayment of wages; whether Defendants failed to provide thirty-  
17 minute meal periods to Class Members on shifts lasting more than five hours; whether the  
18 failure to provide meal periods violates WAC-296-126-092; whether Ideal Services owes  
19 Class Members additional wages for missed meal periods; and whether Defendants acted  
20 willfully and with an intent to deprive class members of their pay and meal periods.  
21

22 4.4. Pursuant to Civil Rule 23(a)(3), Williams's claims, as well as Defendants'  
23 anticipated affirmative defenses thereto, are typical of the claims of all members of the Class.  
24

25 4.5. Williams and his counsel will fairly and adequately protect the interests of the  
26 Class as required by Civil Rule 23(a)(4).

1 4.6. Pursuant to Civil Rule 23(b)(3), class certification is appropriate here because  
2 questions of law or fact common to the members of the Class predominate over any  
3 questions affecting only individual members and because a class action is superior to other  
4 available methods for fair and efficient adjudication of the controversy.  
5

## 6 V. LIABILITY

7 5.1. Failure to Pay All Hours Worked. Defendants' failure to accurately record and  
8 pay for all hours worked violates the MWA and denied Plaintiff and Class Members regular  
9 and overtime compensation due to them.

10 5.2. Meal Break Violation. Defendants' failure to provide legally sufficient meal  
11 breaks constitutes a violation of the IWA and its implementing regulation, WAC 296-126-  
12 092.

13 5.3. Willful Withholding of Wages. Defendants' failure to pay for all hours  
14 worked and to pay wages for missed meal periods was willful and knowing and thus  
15 constitutes a violation of the WRA.  
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## 17 VI. PRAYER FOR RELIEF

18 6.1. Williams respectfully requests the Court grant Williams and members of the  
19 Class the following relief:

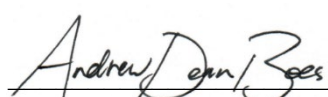
- 20 a. Certification of this case as a class action;  
21 b. Damages for lost wages in an amount to be proven at trial;  
22 c. Exemplary damages pursuant to RCW 49.52.070;  
23 d. Compensation for missed meal periods in amounts to be proven at  
24 trial;  
25 e. Attorneys' fees and costs pursuant to RCW 49.46.090, 49.48.030, and  
26 49.52.070;

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- f. Prejudgment interest; and
- g. Such other and further relief as the Court deems just and proper.

DATED this 2nd day of October, 2024.

SCHROETER GOLDMARK & BENDER

  
\_\_\_\_\_  
ANDREW D. BOES, WSBA #58508  
LINDSAY L. HALM, WSBA #37141  
ADAM J. BERGER, WSBA #20714

*Counsel for Plaintiff*