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

EILISH HOFFMAN, individually and on
behalf of all those similarly situated,

Plaintiff,

v.

TAGLE AND PARTNERS L.L.C., a
Washington Limited Liability Company and
ALAN TAGLE, individually and on behalf
of the marital community comprised of
ALAN TAGLE and J. DOE TAGLE,

Defendants.

No. 24-2-15794-8 SEA

AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES

I. INTRODUCTION

1.1. Plaintiff Eilish Hoffman brings this action against Defendants Tagle and Partners L.L.C. and Alan Tagle for depriving her and other employees the basic employment protections required by Washington law, including the right to a minimum wage for all hours worked as guaranteed by the Minimum Wage Act (“MWA”), RCW 49.46, *et seq.*; the right to timely, full payment of wages as guaranteed by the Wage Rebate Act (“WRA”), RCW 49.52, *et seq.*; and the right to accrue and take sick leave as guaranteed by Washington’s Paid Sick Leave law (“PSL”), RCW 49.46.210.

II. PARTIES & JURISDICTION

2.1. Plaintiff Eilish Hoffman is a resident of King County and was formerly employed by Defendants as a barista.

2.2. Defendant Tagle and Partners LLC is a Washington Limited Liability Company with its principal place of business in King County.

2.3. Defendant Alan Tagle owns Tagle and Partners LLC and is directly involved in supervising, scheduling, and compensating his employees, among other operations.

2.4. Defendants are “employers” within the meaning of the MWA, WRA, and PSL.

2.5. Jurisdiction is proper over Defendants as Defendants transact business in King County, Washington.

2.6. Venue is proper in King County because some of the events giving rise to this action occurred here, one or more Defendants reside here, and/or Defendants have done and continue to do business here.

III. STATEMENT OF FACTS

3.1. Defendants own and operate a number of retail coffee stands, including four (4) or more bikini barista stands under the name “Beehive Espresso.”

3.2. Defendants hire young women to work in their stands, making and selling coffee drinks for a largely male clientele, while dressed in bikinis, lingerie, or similar attire.

3.3. Plaintiff files this action on behalf of herself and similarly situated employees and former employees (“Baristas”), defined as follows:

All individuals employed by Defendants in the State of Washington as baristas or in similar positions at any time during the three years preceding the filing of this Complaint and thereafter (the “class period”).

1 3.4. In the last three years, Defendants have employed well over 40 and as many as
2 100 or more Baristas.

3 3.5. Baristas are not promised a minimum number of hours or shifts in a given week.
4 Instead, Tagle places Baristas on the schedule at his discretion, making their hours
5 unpredictable and their earnings sporadic.
6

7 3.6. Defendants do not track the hours worked by Baristas and have no timekeeping
8 system in place for Baristas to record their actual punch times.

9 3.7. Defendants do not maintain records of the rate of pay or the amounts paid to
10 Baristas in each pay period.

11 3.8. Baristas routinely engaged in (unpaid) work activities prior to the start of any
12 morning shift, such as opening the stand, starting up the espresso machines, and putting out
13 sandwich boards. The same was true for Baristas assigned the closing shift, who were required
14 to clean and close the stand after serving the last customer.
15

16 3.9. Defendants typically staff their coffee stands with one Barista who works alone,
17 without any security or other protection. The stands contain no posters or other notices
18 informing Baristas of their workplace rights or how to lodge a complaint with government
19 authorities or anyone else. At least two of Defendants' coffee stands do not have a bathroom.
20

21 3.10. Defendants do not supply Baristas with a cash drawer to operate the coffee
22 stands. Instead, on each shift, Defendants require Baristas to bring their own personal "bank"
23 (typically \$100) for making change on cash transactions.

24 3.11. Defendants do not pay Baristas a minimum hourly wage. Instead, at the end of
25 their shifts, Baristas are supposed to, at least in theory: use the cash receipts on hand to pay
26 themselves a flat-rate wage plus any tips they earned; place the remaining cash in a paper

1 envelope for Tagle; write down these amounts on the outside of the envelope; and text Tagle
2 a picture of it.

3 3.12. Tagle determines the amount of the flat-rate wage.

4 3.13. For all or most of the class period, the rate was \$50 or less for a four-hour shift.

5 3.14. Paying \$50 for four (4) hours of work is below the State's minimum wage.

6 3.15. On some shifts, Baristas are paid even less than the flat rate.

7
8 3.16. Defendants set sales targets for each shift at each coffee stand, which Baristas
9 are instructed to meet.

10 3.17. Defendants encourage Baristas to meet their sales targets, including by
11 instructing them to send sexy pictures to customers on social media and otherwise enticing
12 customers to visit the stand.

13 3.18. Baristas who meet the targets are rewarded with additional or more favorable
14 shifts; Baristas who do not meet the target are at risk of being removed from the schedule.
15 Thus, in order to stay employed and working, Baristas use their own wages and tips to make
16 up any shortfall in the sales target. When business is especially slow, Baristas dip into their
17 starting "bank" to make up the difference.

18 3.19. Defendants have increased the sales targets over time, making it more difficult
19 for Baristas to meet them and less likely they will earn the flat rate wage.

20 3.20. Defendants know Baristas use their own wages, tips, and "bank" to meet the
21 sales targets imposed on them.

22 3.21. Defendants have engaged in a pattern and practice of converting Baristas' own
23 money to cover any "shortfall" in company sales.

24 3.22. Defendants do not issue paychecks to Baristas.

1 3.23. Defendants do not issue paystubs to Baristas.

2 3.24. Defendants do not issue paystubs to Baristas that would allow them to see,
3 among other things, rates of pay, hours worked, payroll taxes, or accrued sick leave.

4 3.25. Defendants do not provide Baristas with the benefit or use of paid sick leave.
5 As a result, Baristas either work sick when they should have the benefit of staying home, or
6 stay home without pay and risk being left off the schedule on future shifts.

7
8 3.26. By failing to pay for all hours worked and failing to pay minimum wage,
9 Defendants acted willfully and with the intent to deprive Baristas of their wages.

10 3.27. By receiving or collecting a rebate of Baristas' wages and tips, Defendants acted
11 willfully and with the intent to deprive Baristas of their wages.

12 3.28. By using Baristas' own money to satisfy company sales targets, Defendants
13 engaged in conversion of property.

14
15 3.29. By failing to comply with State sick leave laws, Defendants acted willfully and
16 with the intent to deprive Baristas of their wages.

17 3.30. Despite paying Baristas at or less than minimum wage, Defendants prohibit,
18 restrict, and/or restrain Baristas from working for a Beehive competitor during their
19 employment. Defendants enforce such restrictions by taking (or threatening to take) adverse
20 actions against Baristas who seek employment at other coffee stands, including by reducing
21 their shifts or firing them.

22
23 3.31. Plaintiff and members of the Class have suffered damages and lost wages as a
24 result of Defendants' acts and omissions, in amounts as will be proven at trial.

IV. CLASS ALLEGATIONS

4.1. Plaintiff Eilish Hoffman's claims are properly maintainable as a class action under CR 23(a) and (b)(3) for the class of Baristas, as defined above.

4.2. **Numerosity.** The Class is so numerous that joinder of all individual members is impracticable, as required by CR 23(a)(1). On information and belief, the Class numbers over 100 employees.

4.3. **Commonality and Predominance.** There are questions of law and fact common to the Class that predominate over questions that affect individual members. These include, but are not limited to: whether Defendants engaged in a pattern or practice of failing to pay Baristas for all hours worked; whether Defendants paid sub-minimum wage rates; whether Defendants engaged in a pattern or practice of rebating Baristas' wages and tips; whether Defendants engaged in conversion of Baristas' money; whether Defendants acted willfully and with the intent to deprive Baristas of their wages and tips; whether Defendants restricted, prohibited, or restrained Baristas from having an additional job or engaging in lawful employment with Beehive competitors.

4.4. **Typicality.** Plaintiff's claims are typical of the claims of the Class Members and of Defendants' anticipated defenses thereto.

4.5. **Adequacy of Representation.** Plaintiff will fairly and adequately represent and protect the interests of the Class. She shares the same interests as all members of the Class and has retained competent counsel experienced in class action litigation.

4.6. **Superiority.** Class certification is appropriate here because a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

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V. LIABILITY

5.1. Plaintiff incorporates the above allegations in full.

5.2. Minimum Wage Act. By the foregoing, Defendants violated the MWA by failing to pay Baristas for all hours worked, by failing to pay such hours at or above the minimum wage rate, and by failing to pay Baristas all tips and gratuities. Defendants further violated the MWA by failing to make and keep records of the rate of pay, amount paid each pay period, and hours worked each day and each workweek by the Baristas. Such failures were not accidental nor the result of a bona fide dispute, but willful and knowing.

5.3. Wage Rebate Act. By the foregoing, Defendants violated the WRA by paying Baristas less than the wages required by the MWA and by collecting or receiving a rebate of Baristas' wages and tips. Such failure was not accidental nor the result of a bona fide dispute, but was willful and knowing.

5.4. Conversion. By the foregoing, Defendants have willfully interfered with Baristas' property by collecting their wages, tips, and personal property from their starting "banks" to meet company sales targets.

5.5. Paid Sick Leave Law. By the foregoing, Defendants violated Washington's PSL by failing to provide sick leave to Baristas. Such failure was not accidental nor the result of a bona fide dispute, but was willful and knowing.

5.6. Unlawful Noncompete Covenants. By the foregoing, Defendants violated RCW 49.62.020 by subjecting Baristas to unlawful noncompete covenants and restraining Baristas from engaging in lawful employment with other coffee stands.

5.7. Unlawful Anti-Moonlighting Rules. By the foregoing, Defendants violated RCW 49.62.070 by restricting, restraining, or prohibiting Baristas from having additional jobs.

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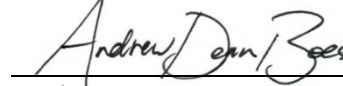
VI. PRAYER FOR RELIEF

For herself and on behalf of all persons similarly situated, Plaintiff Eilish Hoffman prays for the following relief:

- a. Certification of the Class pursuant to CR 23;
- b. Injunctive relief that requires Defendants to adopt a paid sick leave policy that complies with state law; comply with the notice and posting requirements of state and municipal law; instates sick leave balances that should have accrued during the class period;
- c. Damages for lost wages in amounts to be proven at trial;
- d. Disgorgement of wages Defendants unlawfully retained that should have been paid to members of the Class as wages, tips, and paid sick leave;
- e. Exemplary damages equal to double the amounts due to class members;
- f. Prejudgment interest;
- g. Statutory penalties under RCW 49.62.080;
- h. Attorneys' fees and costs; and
- i. Such other relief as the Court deems just and proper.

DATED this 15th day of May, 2025.

SCHROETER GOLDMARK & BENDER



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CERTIFICATE OF SERVICE

I certify that I caused to be served in the manner noted below a copy of the foregoing pleading on the following individual(s):

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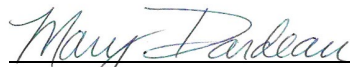
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DATED: May 15, 2025, at Vashon, Washington.



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