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KING COUNTY
SUPERIOR COURT CLERK
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CASE NUMBER: 16-2-11493-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR KING COUNTY

JERRY MICHAEL BROOKS, on his own
behalf and on the behalf of all others similarly
situated,

Plaintiff,

v.

EITANE EMERALD CORP, (D/B/A
EMERALD CITY COMICON CORP), a
Washington for-profit Corporation; GEORGE
DEMONAKOS, individually and the marital
community composed of GEORGE
DEMONAKOS and JANE DOE
DEMONAKOS; and, JIM DEMONAKOS,
individually and the marital community
composed of JIM DEMONAKOS and JANE
DOE DEMONAKOS,

Defendants.

CLASS ACTION

NO.

PLAINTIFF'S COMPLAINT FOR
DAMAGES

JURY TRIAL REQUESTED

Plaintiff, individually and on behalf of all others similarly situated, by and through his
counsel, for their Complaint against Defendants hereby state and allege as follows:

I. NATURE OF THE ACTION

Defendant EITANE EMERALD CORP, D/B/A EMERALD CITY COMICON CORP
("ECCC"), is in the business of organizing a three-day conference called Emerald City

1 Comicon at the Washington State Convention Center located in downtown Seattle,
2 Washington. Defendant GEORGE DEMONAKOS is the Secretary and Treasurer of ECCC.
3 Defendant JIM DEMONAKOS is the President and Chairman of ECCC. Defendants have
4 employed more than 250 workers to set up and run the three-day convention. Defendant
5 ECCC is a for-profit corporation that charges attendees of the conference an admission price
6 ranging from \$30.00 to \$299.00 for VIP passes in 2014. About 70,000 people attended the
7 event in 2014 and about 80,000 people attended in 2015.

8 To set up and run the event, Defendants hired over 250 people to perform various
9 tasks to make the event a success. Defendants' policy and practice is to deny wages and
10 overtime pay to their employees, by failing to pay them at all. Rather, Defendants classified
11 the workers as "volunteers," in violation of Washington laws and regulations. Defendants'
12 deliberate failure to pay employees their earned wages and overtime compensation violates
13 Washington Law.

14 II. JURISDICTION AND VENUE

15 1. Plaintiff and Class members are current and former employees employed by
16 Defendants in the State of Washington and have been victimized by the Defendants' unlawful
17 compensation practices. This lawsuit is brought as a class action under state law to recover
18 unpaid wages owed to the individual Plaintiff and all other similarly situated employees.

19 2. Venue is proper in King County because Plaintiff has resided in King County and
20 worked for Defendant ECCC in King County where the violations alleged herein occurred. In
21 addition, Defendant ECCC transacts business in King County and many of the specific acts,
22 as well as the course of conduct alleged herein, occurred in King County.
23

3. Defendant ECCC is within the jurisdiction of this Court. Defendant ECCC does business in the State of Washington and has operations in King County. Defendant ECCC is registered in the State of Washington. Defendant ECCC has obtained the benefits of the laws of the State of Washington and Washington's retail and labor markets.

4. Defendants George Demonakos and Jim Demonakos are principals and/or owners of ECCC.

III. PARTIES

5. Defendant Eitane Emerald Corp is a Washington for-profit corporation, registered in the State of Washington. It does business as Emerald City Comicon Corp (“ECCC”).

6. Named Plaintiff Jerry Michael Brooks was a resident of in the King County, State of Washington during his employment with Defendant ECCC. Mr. Brooks worked for Defendant ECCC in Seattle, Washington.

7. Defendants George Demonakos and Jim Demonakos are principals and/or owners of ECCC.

IV. CLASS ACTION ALLEGATIONS

8. Plaintiff brings this case as a class action pursuant to Washington Civil Rule 23 on behalf of a class consisting of:

All former people classified as a volunteers who worked for Eitane Emerald Corp, (d/b/a Emerald City Comicon Corp) in 2014 and/or 2015 at the Emerald City Comicon Conventions.

Excluded from this Class are Defendants, any entity in which Defendants have a controlling interest or which has controlling interest in Defendants, and Defendants' legal representatives, assignees and successors. Also excluded are the Judge(s) to whom this case is assigned and any member of the Judge's immediate family.

1 **9.** Plaintiff believes there are least 250 current and former employees in the Class that
2 were classified as volunteers and not paid for work performed.

3 **10.** Plaintiff's claims are typical of the claims of the members of the Class because he was
4 an employee who, like the members of the Class, was classified as a volunteer and sustained
5 damages arising out of Defendants' failure to pay wages, including overtime.

6 **11.** Plaintiff will fairly and adequately protect the interests of the Class members. Plaintiff
7 has retained counsel competent and experienced in complex and class action litigation,
8 including employment law.

9 **12.** Common questions of law and fact exist as to Plaintiff and all members of the Class
10 and predominate over any questions solely affecting individual members of the Class.
11 Among the questions of law and fact common to Plaintiff and the Class are:

12 **a.** Whether Defendants failed to properly compensate Plaintiff and the Class for all
13 time worked;

14 **b.** Whether Defendants failed to pay Plaintiff and the Class for the work Defendants
15 permitted them to perform;

16 **c.** Whether Defendants failed to keep true and accurate time records for all hours
17 worked by Plaintiff and the Class;

18 **d.** Whether Defendants violated RCW 49.46.130 as to Plaintiff and the Class;

19 **e.** Whether Defendants violated RCW 49.12 *et. seq* as to Plaintiff and the Class

20 **f.** Whether Defendants violated RCW 49.48.010 as to Plaintiff and the Class;

21 **g.** Whether Defendants violated RCW 49.46.090 as to Plaintiff and the Class;

22 **h.** Whether Defendants violated RCW 49.52.050 as to Plaintiff and the Class;

23 **i.** Whether Defendants violated WAC 296-128-010 as to Plaintiff and the Class;

j. Whether Defendants violated WAC 296-126-040 as to Plaintiff and the Class;

k. Whether Defendants violated WAC 296-126-023 as to Plaintiff and the Class; and,

1. The nature and extent of class-wide injury and the measure of compensation for such injury.

13. Class action treatment is superior to the alternative for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their modest, purely economic, common claims in a single forum simultaneously, efficiently and without duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The Class is readily identifiable from Defendants' records.

14. Defendants have acted on grounds generally applicable to the entire Class, thereby making relief appropriate with respect to the Class as a whole. Prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for Defendants.

15. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all matters is impractical. Furthermore, the amounts at stake for many of the class members, while substantial to them, are not great enough to hire an attorney to prosecute individual suits against Defendants.

V. SUMMARY OF ALLEGATIONS

1 **16.** Beginning at a date currently unknown to Plaintiff, but at least as early as January 1,
2 2013, Defendants committed, and continued to commit, acts of wage abuse against their
3 employees, including, but not limited to, forcing or permitting Plaintiff and Class members to
4 work and failing to pay Plaintiff and the Class their wages due and owing, including wages
5 for overtime worked.

6 **17.** Defendants have failed to pay Plaintiff and the Class for time that they have worked as
7 employees.

8 **18.** Defendants have failed to pay minimum wage to Plaintiff and the Class for work
9 performed. Defendants also violated minimum wage law by not allowing and/or paying
10 Plaintiff and the Class for break and lunch periods.

11 **VI. FIRST CLAIM FOR RELIEF**
12 **(Minimum Wage Act: RCW 49.46.130)**

13 **19.** Plaintiff and the Class reallege and incorporate by reference each and every allegation
14 set forth in the preceding paragraphs.

15 **20.** RCW 49.46.130 provides that no employer shall employ any employee for a
16 workweek longer than 40 hours unless the employee receives compensation for his
17 employment in excess of the hours above specified at a rate not less than one and half times
18 the regular rate at which he is employed. Upon information and belief Defendants did not pay
19 overtime to Plaintiff and Class members.

20 **21.** Defendants failed to pay Plaintiff and Class members for all time worked.

21 **22.** Defendants also violated the Minimum Wage Act by not allowing and/or paying
22 Plaintiff and the Class for break periods.

23 **23.** By the actions alleged above, Defendants violated the provisions of RCW 49.46.130.

1 **24.** As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
2 deprived of compensation in amounts to be determined at trial, and pursuant to RCW
3 49.46.130 are entitled to recover such amounts, including interest thereon, attorneys' fees and
4 costs.

5 **VII. SECOND CLAIM FOR RELIEF**
6 **(Unpaid Wages on Termination: RCW 49.48)**

7 **25.** Plaintiff and the Class reallege and incorporate by reference each and every allegation
8 set forth in the preceding paragraphs.

9 **26.** RCW 49.48.010 provides that "when any employee shall cease to work for an
10 employer, whether by discharge or by voluntary withdrawal, the wages due him on account of
11 his employment shall be paid to him at the end of the established pay period." By the actions
12 alleged above, Defendants violated the provisions of RCW 49.48.010.

13 **27.** As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
14 deprived of overtime compensation and straight time in amounts to be determined at trial, and
15 pursuant to RCW 49.48.030 are entitled to recover of such amounts, including interest
16 thereon, attorneys' fees and costs.

17 **VIII. THIRD CLAIM FOR RELIEF**
18 **(Payment of Wages Less Than Entitled: RCW 49.46.090)**

19 **28.** Plaintiff and the Class reallege and incorporate by reference each and every allegation
20 set forth in the preceding paragraphs.

21 **29.** Under RCW 49.46.090, employers must pay employees all wages to which they are
22 entitled under The Washington Minimum Wage Act ("WMWA"). If the employer fails to do
23 so, RCW 49.46.090 requires that the employer pay the employees the full amount of the
statutory minimum wage rate less any amount actually paid to the employees.

1 **30.** By the actions alleged above, Defendants violated the provisions of RCW 49.46.090
2 and the WMWA by failing to pay any wage whatsoever to Plaintiff and the Class for part of
3 time they worked, including but not limited to, trainings. Defendants failed to pay Plaintiff
4 and the Class at all for certain hours worked.

5 **31.** As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
6 deprived of overtime compensation and straight time in amounts to be determined at trial, and
7 pursuant to RCW 49.46.090 and 49.48.030 are entitled to attorneys' fees and costs.

8 **IX. FOURTH CLAIM FOR RELIEF**
9 **(Willful Refusal to Pay Wages: RCW 49.52.050)**

10 **32.** Plaintiffs and the Class reallege and incorporate by reference each and every
11 allegation set forth in the preceding paragraphs.

12 **33.** RCW 49.52.050(2) provides that any employer who "willfully and with intent to
13 deprive the employee of any part of his wages, pays any employee a lower wage than the
14 wage such employer is obligated to pay such employee by any statute, ordinance, or contract"
15 is guilty of a misdemeanor.

16 **34.** RCW 49.52.070 provides that any employer who violates the foregoing statute shall
17 be liable in a civil action for twice the amount of wages withheld, together with costs of suit
18 and reasonable attorneys' fees.

19 **35.** The alleged unlawful actions by Defendants against Plaintiff and the Class, as set forth
20 above, were committed willfully and with intent to deprive Plaintiff and the Class of part of
21 their wages.

22 **36.** As such, based on the above allegations, Defendants violated the provisions of RCW
23 49.52.050.

37. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of overtime and straight time compensation in amounts to be determined at trial, and pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts, including interest thereon, attorneys' fees and costs.

X. PRAYER FOR RELIEF

Wherefore, Plaintiff, on his own behalf and on behalf of the members of the Class,
pray for judgment against the Defendants as follows:

- A.** Certification of the proposed Plaintiff Class;
- B.** A declaration that Defendants are financially responsible for notifying all Class members of their wage and hour violations;
- C.** Appoint Plaintiff Jerry Michael Brooks as Class representative;
- D.** Appoint the undersigned counsels as Class counsel;
- E.** Declare that the actions complained of herein violate Washington law and administrative codes;
- F.** Award Plaintiff and the Class compensatory and exemplary damages;
- G.** Enjoin Defendants and their officers, agents, successors, employees, representatives, and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, patterns, and policies set forth herein;
- H.** Award Plaintiff and the Class attorneys' fees and costs, as allowed by law;
- I.** Award Plaintiff and the Class pre-judgment and post-judgment interest, as provided by law; and,
- J.** Grant such other and further relief as this Court deems necessary.

1 RESPECTFULLY SUBMITTED AND DATED ON this 16th day of May, 2016.

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