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

ANDREW WARREN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LANCER HOSPITALITY WASHINGTON
LLC; LANCER MANAGEMENT
SERVICES, INC.; GLENN BARON; and
STEVE CRAVER,

Defendants.

NO.
COMPLAINT

Plaintiff Andrew Warren brings this action on his own behalf and on behalf of all others
similarly situated, alleging as follows:

I. INTRODUCTION

1.1 Nature of Action. Plaintiff Andrew Warren brings this class action against
Lancer Hospitality Washington LLC, Lancer Management Services, Inc., Glenn Baron, and
Steve Craver (collectively “Lancer” or “Defendants”). Plaintiff alleges Lancer has engaged in
a systematic scheme of wage and hour abuse against catering employees in Washington. These
abuses include failing to provide catering employees with the rest breaks to which they are
entitled, failing to provide catering employees with the meal breaks to which they are entitled,

1 failing to ensure that catering employees take the rest breaks to which they are entitled, and
2 failing to ensure that catering employees take the meal breaks to which they are entitled.

3 **II. JURISDICTION AND VENUE**

4 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Lancer
5 Hospitality Washington, LLC is registered to do business in Washington, and all Defendants
6 conduct business in Washington. Thus, Defendants have obtained the benefits of the laws of
7 Washington as well as Washington's commercial and labor markets.

8 2.2 Venue. Venue is proper in King County because Defendants operate and
9 transact business in King County, and Plaintiff performed work for Defendants in King County.

10 2.3 Governing Law. The claims asserted on behalf of Plaintiff and Class members
11 in this complaint are brought solely under state law causes of action and are governed
12 exclusively by Washington law.

13 **III. PARTIES**

14 3.1 Plaintiff Andrew Warren. Plaintiff worked as a catering employee for Lancer
15 from approximately May 21, 2016 to August 10, 2016. During the duration of his employment,
16 Plaintiff was a resident of Washington. Plaintiff performed his work for Lancer in King
17 County, Washington.

18 3.2 Defendant Lancer Hospitality Washington LLC. Defendant Lancer Hospitality
19 Washington LLC is a Washington limited liability company doing business in King County,
20 Washington. Defendant Lancer Hospitality Washington LLC has employed Plaintiff and
21 hundreds of other catering employees in the state of Washington and has exercised control over
22 how and when those employees were paid.

23 3.3 Defendant Lancer Management Services, Inc. Defendant Lancer Management
24 Services, Inc. is a Minnesota corporation doing business in King County, Washington.
25 Defendant Lancer Management Services, Inc. has employed hundreds of catering employees in
26 the state of Washington, including Plaintiff and Class members, and has exercised control over

1 how and when those employees were paid. Defendant Lancer Management Services, Inc.
2 issued Plaintiff’s paychecks and, on information and belief, has issued paychecks for all other
3 members of the Class.

4 3.4 Defendant Glenn Baron. Defendant Glenn Baron is an individual residing in the
5 state of Minnesota and doing business in King County, Washington. Defendant Glenn Baron is
6 a member of Defendant Lancer Hospitality Washington LLC and the Chief Executive Officer
7 of Defendant Lancer Management Services, Inc. Defendant Glenn Baron has employed
8 hundreds of catering employees in the state of Washington, including Plaintiff and Class
9 members, and has exercised control over how and when those employees were paid.

10 3.5 Defendant Steve Craver. Defendant Steve Craver is an individual residing in the
11 state of Minnesota and doing business in King County, Washington. Defendant Steve Craver is
12 a member of Defendant Lancer Hospitality Washington LLC and the Treasurer of Lancer
13 Management Services, Inc. Defendant Steve Craver has employed hundreds of catering
14 employees in the state of Washington, including Plaintiff and Class members, and has
15 exercised control over how and when those employees were paid.

16 **IV. CLASS ACTION ALLEGATIONS**

17 4.1 Class Definition: Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as
18 a class action against Lancer on behalf of a Class defined as follows:

19 All persons who have worked as catering employees for
20 Defendants in Washington at any time between December 28,
2013 and the date of final disposition of this action.

21 Excluded from the Class are any entity in which Defendants have a controlling interest or that
22 has a controlling interest in Defendants, and Defendants’ legal representatives, assignees, and
23 successors. Also excluded are the judge to whom this case is assigned and any member of the
24 judge’s immediate family.

25 4.2 Numerosity. Plaintiff believes that more than one hundred persons have worked
26 as catering employees for Lancer in Washington during the proposed Class period. These

1 Class members are so numerous that joinder of them is impracticable. Moreover, the
2 disposition of the claims of the Class in a single action will provide substantial benefits to all
3 parties and the Court.

4 4.3 Commonality. There are numerous questions of law and fact common to
5 Plaintiff and Class members. These questions include, but are not limited to, the following:

- 6 a. Whether Lancer has engaged in a common course of failing to provide
7 Class members with a ten-minute rest break for every four hours of
8 work;
- 9 b. Whether Lancer has engaged in a common course of requiring Class
10 members to work more than three consecutive hours without a rest
11 break;
- 12 c. Whether Lancer has engaged in a common course of failing to ensure
13 Class members have taken the rest breaks to which they are entitled;
- 14 d. Whether Lancer has engaged in a common course of failing to pay Class
15 members an additional ten minutes of compensation for each missed rest
16 break;
- 17 e. Whether Lancer has engaged in a common course of failing to provide
18 Class members with a thirty-minute meal break for every five hours of
19 work;
- 20 f. Whether Lancer has engaged in a common course of failing to ensure
21 that Class members have taken the meal breaks to which they are
22 entitled;
- 23 g. Whether Lancer has engaged in a common course of failing to pay Class
24 members an additional thirty minutes of compensation for each missed
25 meal break;
- 26 h. Whether Lancer has violated RCW 49.12.020;

- 1 i. Whether Lancer has violated WAC 296-126-092;
- 2 j. Whether Lancer has violated RCW 49.46.090;
- 3 k. Whether Lancer has violated RCW 49.52.050; and
- 4 l. The nature and extent of Class-wide injury and the measure of
- 5 compensation for such injury.

6 4.4 Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff has
7 performed catering services for Lancer in Washington and thus is a member of the Class.
8 Plaintiff's claims, like the claims of the Class, arise out of the same common course of conduct
9 by Lancer and are based on the same legal and remedial theories.

10 4.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
11 Plaintiff has retained competent and capable attorneys who have significant experience in
12 complex and class action litigation, including employment law. Plaintiff and his counsel are
13 committed to prosecuting this action vigorously on behalf of the Class and have the financial
14 resources to do so. Neither Plaintiff nor his counsel have interests that are contrary to or that
15 conflict with those of the Class.

16 4.6 Predominance. Lancer has engaged in a common course of wage and hour
17 abuse toward Plaintiff and members of the Class. The common issues arising from this conduct
18 that affect Plaintiff and members of the Class predominate over any individual issues.
19 Adjudication of these common issues in a single action has important and desirable advantages
20 of judicial economy.

21 4.7 Superiority. Plaintiff and Class members have suffered and will continue to
22 suffer harm and damages as a result of Lancer's unlawful and wrongful conduct. Absent a
23 class action, however, most Class members likely would find the cost of litigating their claims
24 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
25 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
26 provides a forum for small claimants, and deters illegal activities. There will be no significant

1 difficulty in the management of this case as a class action. The Class members are readily
2 identifiable from Lancer's records.

3 **V. SUMMARY OF FACTUAL ALLEGATIONS FOR CLASS CLAIMS**

4 5.1 Common Course of Conduct: Failure to Provide Proper Rest Breaks. Lancer has
5 engaged in a common course of failing to provide Plaintiff and Class members with a paid ten-
6 minute rest break for every four hours of work.

7 5.2 Lancer has engaged in a common course of requiring or permitting Plaintiff and
8 Class members to work more than three consecutive hours without a rest break.

9 5.3 Lancer has engaged in a common course of failing to ensure Plaintiff and Class
10 members have taken the rest breaks to which they are entitled.

11 5.4 Lancer has engaged in a common course of failing to provide Plaintiff and Class
12 members with ten minutes of additional pay for each missed rest break.

13 5.5 Lancer has had actual or constructive knowledge of the facts set forth in
14 Paragraphs 5.1 through 5.4.

15 5.6 Common Course of Conduct: Failure to Provide Proper Meal Breaks. Lancer has
16 engaged in a common course of failing to provide Plaintiff and Class members with a thirty-
17 minute meal break for every five hours of work.

18 5.7 Lancer has engaged in a common course of requiring or permitting Plaintiff and
19 Class members to work more than five consecutive hours without a meal break.

20 5.8 Lancer has engaged in a common course of failing to ensure Plaintiff and Class
21 members have taken the meal breaks to which they are entitled.

22 5.9 Lancer has engaged in a common course of failing to provide Plaintiff and Class
23 members with thirty minutes of additional pay for missed meal break.

24 5.10 Lancer has had actual or constructive knowledge of the facts set forth in
25 Paragraphs 5.6 through 5.9.

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**VI. SUMMARY OF FACTUAL ALLEGATIONS FOR
PLAINTIFF'S INDIVIDUAL CLAIMS**

6.1 On several occasions, Plaintiff complained to Lancer management about Lancer's failure to provide Plaintiff and other catering employees with rest and meal breaks.

6.2 In July 2016, Plaintiff met with Mark Whitely, the general manager of Lancer's operations at Woodland Park Zoo, and expressed concerns about Lancer's failure to provide Plaintiff and other catering employees with rest and meal breaks.

6.3 Plaintiff spoke with other employees about Lancer's failure to provide rest and meal breaks as required by Washington law. Some of these employees also complained to Lancer Management about Lancer's failure to provide rest and meal breaks.

6.4 In August 2016, Lancer terminated Plaintiff. Mark Whitely told Plaintiff that he was being terminated for spreading discontent among other Lancer employees regarding Lancer's failure to provide rest and meal breaks.

6.5 A substantial factor in the decision to terminate Plaintiff was his complaints about Lancer's failure to provide rest and meal breaks.

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**VII. FIRST CLAIM FOR RELIEF
(Violations of RCW 49.12.020 and WAC 296-126-092 —
Failure to Provide Rest and Meal Periods)
*On Behalf of Plaintiff and the Class***

7.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

7.2 RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands that all employees be protected from conditions of labor which have a pernicious effect on their health. The state of Washington, therefore, exercising herein its police and sovereign power declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect."

1 7.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in
2 any industry or occupation within the state of Washington under conditions of labor detrimental
3 to their health.”

4 7.4 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means
5 and includes the conditions of rest and meal periods” for employees.

6 7.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest
7 periods during their shifts.

8 7.6 WAC 296-126-092 provides that employees shall be allowed certain meal
9 periods during their shifts.

10 7.7 Under Washington law, Lancer has an obligation to provide employees with the
11 rest and meal breaks to which they are entitled.

12 7.8 Under Washington law, Lancer has an obligation to ensure that employees take
13 the rest and meal breaks to which they are entitled.

14 7.9 Under Washington law, Lancer has an obligation to provide employees with ten
15 minutes of additional pay for each missed rest break and thirty minutes of additional pay for
16 each missed meal break.

17 7.10 By the actions alleged above, Lancer has violated the provisions of RCW
18 49.12.020 and WAC 296-126-092.

19 7.11 As a result of these unlawful acts, Plaintiff and the Class have been deprived of
20 compensation in amounts to be determined at trial, and Plaintiff and the Class are entitled to the
21 recovery of such damages, including interest thereon, attorneys’ fees under RCW 49.48.030,
22 and costs.

23 **VIII. SECOND CLAIM FOR RELIEF**
24 **(Violation of RCW 49.46.090 — Payment of Wages Less than Entitled)**
 On behalf Plaintiff and the Class

25 8.1 Plaintiff realleges and incorporates by reference each and every allegation set
26 forth in the preceding paragraphs.

1 8.2 RCW 49.46.090 provides that “[a]ny employer who pays any employee less
2 than wages to which such employee is entitled under or by virtue of [the Minimum Wage Act],
3 shall be liable to such employee affected for the full amount of such wage rate, less any amount
4 actually paid to such employee by the employer, and for costs and such reasonable attorney's
5 fees as may be allowed by the court.”

6 8.3 By the actions alleged above, Lancer has violated the provisions of RCW
7 49.46.090 by failing to pay wages to Plaintiff and Class members for missed rest and meal
8 breaks.

9 8.4 As a result of these unlawful acts, Plaintiff and the Class have been deprived of
10 compensation in amounts to be determined at trial, and Plaintiff and the Class are entitled to the
11 recovery of such damages, including interest thereon, as well as attorneys’ fees and costs under
12 RCW 49.46.090.

13 **IX. THIRD CLAIM FOR RELIEF**
14 **(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)**
15 ***On Behalf of Plaintiff and the Class***

16 9.1 Plaintiff realleges and incorporates by reference each and every allegation set
17 forth in the preceding paragraphs.

18 9.2 RCW 49.52.050 provides that any employer or agent of any employer who,
19 “[w]ilfully and with intent to deprive the employee of any party of his wages, shall pay any
20 employee a lower wage than the wage such employer is obligated to pay such employee by any
21 statute, ordinance, or contract” shall be guilty of a misdemeanor.

22 9.3 Lancer’s violations of RCW 49.12.020, WAC 296-126-092, and RCW
23 49.46.090, as discussed above, were willful and constitute violations of RCW 49.52.050.

24 9.4 RCW 49.52.070 provides that any employer who violates the provisions of
25 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,
26 attorneys’ fees, and costs.

1 has not been paid wages under the Minimum Wage Act or that the employer has violated the
2 Minimum Wage Act.

3 11.4 RCW 49.46.100(2) implies a cause of action for employees to enforce the terms
4 of the statute.

5 11.5 Plaintiff is in the class for whose “especial” benefit RCW 49.46.100(2) was
6 enacted.

7 11.6 The legislative history of RCW 49.46.100(2) supports a remedy for employees
8 whose employers violate RCW 49.46.100(2).

9 11.7 Implying a remedy for violation of RCW 49.46.100(2) is consistent with the
10 underlying purpose of the legislation.

11 11.8 As a result of this unlawful act, Plaintiff has suffered damages, including but not
12 limited to lost wages past and future, emotional distress, humiliation, and embarrassment.
13 Plaintiff is entitled to the recovery of such damages, including interest thereon, as well as
14 attorneys’ fees under RCW 49.48.030, and costs.

15 **XII. SIXTH CLAIM FOR RELIEF**
16 **(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)**
17 ***On Behalf of Plaintiff***

18 12.1 Plaintiff realleges and incorporates by reference each and every allegation set
19 forth in the preceding paragraphs.

20 12.2 RCW 49.52.050 provides that any employer or agent of any employer who,
21 “[w]ilfully and with intent to deprive the employee of any party of his wages, shall pay any
22 employee a lower wage than the wage such employer is obligated to pay such employee by any
23 statute, ordinance, or contract” shall be guilty of a misdemeanor.

24 12.3 Lancer’s wrongful termination of Plaintiff, as discussed above, was willful and
25 resulted in violations of RCW 49.52.050.
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1 RESPECTFULLY SUBMITTED AND DATED this 28th day of December, 2016.

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