

The Honorable KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 16-2-13761-0 SEA

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON

IN AND FOR KING COUNTY

JESSICA JAHN WEBER, on her own behalf
and on the behalf of all others similarly
situated,

Plaintiff,

v.

KASA DELIVERY, LLC,

Defendant.

No. 16-2-13761-0 SEA

**AMENDED CLASS ACTION
COMPLAINT**

Plaintiff Jessica Jahn Weber (“Plaintiff”), individually and on behalf of all others
similarly situated, by and through her attorneys of record, for her Complaint against Defendant
Kasa Delivery, LLC (“Defendant”) hereby states and alleges as follows:

I. INTRODUCTION

1.1 Defendant operates delivery services for restaurants in and around King County,
Washington, including in Seattle, Washington.

1.2 Defendant engaged in a common scheme of wage and hour violations against its
delivery employees. Defendant employs delivery drivers who use their own vehicles to deliver
food and other food items to customers. Instead of compensating delivery drivers for the
reasonably-approximate costs of the business use of their vehicles, Defendant uses a flawed

1 method to determine reimbursement rates that fail to accurately track the number of miles
2 driven by delivery drivers and provides such an unreasonably low rate beneath any reasonable
3 approximation of the expenses they incur that the drivers’ unreimbursed expenses cause their
4 wages to fall below the wage rate required by state and city minimum wage laws during some
5 or all workweeks. In addition, Defendant has required drivers to share their tips with other
6 employees who have little to no contact with customers and thus are not “customarily and
7 regularly” tipped, in violation of wage and hour laws.

8 1.3 Plaintiff and Class members are current and former delivery employees of
9 Defendant in the State of Washington who have been victimized by Defendant’s unlawful
10 practices. This lawsuit is brought as a class action under Washington wage laws to recover
11 unpaid wages owed to Plaintiff and all other similarly situated employees.

12 II. JURISDICTION AND VENUE

13 2.1 Venue is proper in King County because Plaintiff Weber has worked for
14 Defendant in King County, where some of the violations alleged herein occurred. In addition,
15 Defendant transacts business in King County and many of the acts, as well as the course of
16 conduct alleged herein, occurred in King County.

17 2.2 Defendant is within the jurisdiction of this Court. Defendant conducts business
18 in the State of Washington and have operations in Washington State, including within the City
19 of Seattle and King County. Defendant had obtained the benefits of the laws of the State of
20 Washington and the Washington labor market.

21 III. PARTIES

22 3.1 Defendant is a Minnesota limited liability company.

23 3.2 Plaintiff Weber has been employed by Defendant as a delivery driver from
24 December 2015 to the present. Plaintiff Weber has been a resident of Washington for the
25 duration of her employment. She has worked in Seattle and King County for Defendant on a
26 regular basis.

1 **IV. CLASS ACTION ALLEGATIONS**

2 4.1 Plaintiff brings this case as a class action pursuant to Civil Rule 23(b)(3) on
3 behalf of a class consisting of:

4 All individuals employed by Defendant as delivery drivers of motor
5 vehicles in the State of Washington at any time from three years prior to
6 the filing of this complaint through the date of final disposition of this
7 action.

8 Excluded from this Class is Defendant, any entity in which Defendant has a controlling
9 interest or which have controlling interest in Defendant, and Defendant's legal representatives,
10 assignees and successors. Also excluded are any judges to whom this case is assigned and any
11 member of an assigned judge's immediate family.

12 4.2 Plaintiff believes there are at least 120 current and former employees in the
13 Class.

14 4.3 Plaintiff's claims are typical of the claims of the members of the Class because
15 Plaintiff is a delivery driver who, like the members of the Class, sustained damages arising out
16 of Defendant's common course of wage and hour violations.

17 4.4 Plaintiff will fairly and adequately protect the interests of the Class members.
18 Plaintiff has retained counsel competent and experienced in complex class action litigation,
19 including employment law.

20 4.5 Common questions of law and fact exist as to Plaintiff and all members of the
21 Class and predominate over any questions solely affecting individual members of the Class.
22 Among the questions of law and fact common to the Plaintiff and the Class are:

23 a. Whether Defendant engaged in a common course of failing to reasonably
24 approximate and pay vehicle expenses to Plaintiff and Class members;

25 b. Whether Defendant engaged in a common course of failing to pay Plaintiff and
26 Class members the minimum wage required by Washington and the City of Seattle minimum
wage laws;

1 c. Whether Defendant engaged in a common course of requiring Plaintiff and
2 Class members to kick back a portion of their wages to Defendant;

3 d. Whether Defendant engaged in a common course of requiring Plaintiff and
4 Class members to share their tips with other employees who are not customarily and regularly
5 tipped;

6 e. Whether Defendant's conduct, above, was willful;

7 f. Whether Defendant violated RCW 49.46.020 as to Plaintiff and Class members;

8 g. Whether Defendant violated RCW 49.46.090 as to Plaintiff and Class members;

9 h. Whether Defendant violated RCW 49.48.030 as to Plaintiff and Class members;

10 i. Whether Defendant violated RCW 49.52.050 as to Plaintiff and Class members;

11 j. Whether Defendant violated RCW 49.52.070 as to Plaintiff and Class members;

12 and

13 k. The nature and extent of class-wide injury and the measure of compensation for
14 such injury.

15 4.6 Class action treatment is superior to the alternative for the fair and efficient
16 adjudication of the controversy alleged herein. Such treatment will permit a large number of
17 similarly situated persons to prosecute their modest, purely economic, common claims in a
18 single forum simultaneously, efficiently and without duplication of effort and expense that
19 numerous individual actions would entail. No difficulties are likely to be encountered in the
20 management of this class action that would preclude its maintenance as a class action, and no
21 superior alternative exists for the fair and efficient adjudication of this controversy. The Class
22 is readily identifiable from Defendant's records.

23 4.7 A class action is superior to other available methods for the fair and efficient
24 adjudication of this controversy since joinder of all matters is impractical. Furthermore, the
25 amounts at stake for many Class members, while substantial to them, are not great enough to
26 hire an attorney to prosecute individual suits against Defendant.

1 **V. SUMMARY OF ALLEGATIONS**

2 5.1 Beginning at a date currently unknown to Plaintiff, but at least as early as
3 December 2015, Defendant committed, and continues to commit, acts of wage abuse against its
4 delivery employees, including but not limited to willfully failing to pay them the minimum
5 wage required by the minimum wage laws of Washington and the City of Seattle and requiring
6 them to kick back a portion of their wages to Defendant and to other employees.

7 5.2 Defendant is in the business of delivering food and food items from various
8 restaurants to Defendant’s customers within the City of Seattle and King County. The
9 customers place an order for food and food items through Defendant and identify a delivery
10 address. Defendant’s delivery drivers deliver the order to the delivery address. Defendant
11 charges a delivery fee for the service. Defendant does not allocate any portion of this fee to the
12 drivers.

13 5.3 Delivery drivers have the same primary job duty—to deliver food and other food
14 items to customers’ addresses.

15 5.4 Defendant provides customers the opportunity to tip employees for the delivery
16 service. Customers regularly provide tips for the delivery services they receive. Customers
17 generally only interact with Defendant’s drivers and no other employees of Defendant.
18 However, Defendant requires drivers to share these tips with dispatcher employees, who work
19 in Minnesota and rarely have contact with Defendant’s customers or otherwise engage in
20 customer service functions. Dispatchers are thus not customarily and regularly tipped
21 employees. Additionally, Defendant has failed to provide a written notice to Plaintiff and other
22 drivers that they are required to share their tips with dispatch employees.

23 5.5 Taking into account the effect of Defendant’s reimbursement policy that applies
24 to Plaintiff and all class members, Defendant has paid Plaintiff and members of the Class an
25 hourly wage below the applicable minimum wage in the State of Washington and the City of
26

1 Seattle. (Although in the early first pay period of 2016, Defendant paid less than the minimum
2 wage of the City of Seattle to Plaintiff Weber.)

3 ***Defendant's Flawed Reimbursement Policy***

4 5.6 Plaintiff and members of the Class have delivered food and other food items to
5 Defendant's customers in motor vehicles that Plaintiffs and Class members own and maintain.
6 Defendant has required Plaintiff and the Class members to maintain these vehicles in a safe,
7 legally-operable, and insured condition to use in delivering the food and food items to
8 Defendant's customers.

9 5.7 Plaintiff and members of the Class have incurred costs for gasoline, vehicle parts
10 and fluids, vehicle repair and maintenance services, vehicle insurance, taxes, licenses,
11 depreciation and finance charges ("vehicle expenses") while delivering food and food items for
12 the primary benefit of Defendant.

13 5.8 Plaintiff and members of the Class have been subject to similar driving
14 conditions, vehicle expenses, delivery distances, and delivery frequencies.

15 5.9 Plaintiff and members of the Class have been subject to the same pay policies
16 and practices of Defendant. Specifically, they have been subject to the same delivery driver
17 reimbursement policy, which has been \$1.00 per delivery from December 2015 to the present,
18 which underestimates vehicle expenses per mile and fails to accurately track miles per delivery.

19 5.10 Despite the relative ease of tracking actual miles driven by its drivers, Defendant
20 does not do so. Instead, Defendant reimburses delivery drivers a set amount per delivery,
21 regardless of length.

22 5.11 Defendant's reimbursement rate does not take into consideration the actual miles
23 driven nor actual expenses incurred by drivers in order to maintain and provide vehicles that
24 are safe, legally operable, and insured, in the course of their delivering items to customers on
25 behalf of and for the primary benefit of Defendant.

1 5.12 Throughout her employment with Defendant, Plaintiff Weber has experienced
2 an average delivery distance of approximately nine (9) miles.

3 5.13 The net result of Defendant's delivery driver reimbursement policy is
4 reimbursement of approximately \$.11 per mile (\$.00 per delivery / 9 miles), which is well
5 below any reasonable approximation of the vehicle expenses of Defendant's delivery drivers.

6 5.14 During the applicable limitations period, the IRS business mileage
7 reimbursement rate has ranged between \$.54 and \$.575 per mile. Reputable companies that
8 study the cost of owning and operating a motor vehicle and/or reasonable reimbursement rates,
9 including the American Automobile Association ("AAA"), have determined that the average
10 cost of owning and operating a vehicle has ranged between \$.37 and \$.975 per mile during the
11 same period. These figures represent a reasonable approximation of the average cost of owning
12 and operating a vehicle for personal use of the vehicle.

13 5.15 The driving conditions associated with the food delivery business result in more
14 frequent routine maintenance costs, higher repair costs, and more rapid depreciation due to the
15 mileage and manner of driving for food delivery, including frequent starting and stopping of
16 the engine, frequent braking, driving short routes as opposed to highway driving, and driving
17 under time pressures. Defendant's delivery drivers thus experience lower gas mileage and
18 higher repair costs than factored into the IRS' and AAA's average cost of owning and
19 operating a vehicle.

20 5.16 Insurance providers recognize the relative hazards of working as a food delivery
21 driver. Food delivery drivers pay significantly higher vehicle insurance rates than do regular
22 drivers, as personal auto insurance policies generally do not cover drivers while they are on the
23 job and delivery drivers are considered especially high-risk.

24 5.17 Defendant's reimbursement policy does not reimburse its delivery drivers for
25 even their out-of-pocket expenses, much less other costs they incur to own and operate their
26

1 vehicles, and thus Defendant uniformly fails to reimburse its delivery drivers at any reasonable
2 approximation of the cost of owning and operating their vehicles for Defendant's benefit.

3 ***Defendant's Failure to Reimburse Vehicle Expenses Violates Wage Laws***

4 5.18 Before taking into account the effect of Defendant's reimbursement policy,
5 Defendant has paid Plaintiff Weber at or just under the City of Seattle minimum wage since
6 December 2015: from December 2015 to January 16, 2016, Defendant paid her \$10.00 per
7 hour; from January 17, 2016 to the present, Defendant paid her \$10.50 per hour. Washington
8 State's minimum wage during this period has been \$9.47 per hour.

9 5.19 Plaintiff Weber drives a 2009 Toyota Prius and drove a 2008 Chevy Trailblazer
10 delivering food for Defendant during times relevant to this action. She also delivered food
11 using Defendant's e-bikes for a portion of her employment.

12 5.20 During Plaintiff's employment with Defendant, Defendant's reimbursement rate
13 has been a straight \$1.00 per delivery amount when drivers use their own motor vehicles to
14 make deliveries on behalf of Defendant, regardless of the amount driven.

15 5.21 During Plaintiff's employment with Defendant, Plaintiff has experienced an
16 average delivery distance of approximately nine (9) miles when driving her motor vehicles.

17 5.22 Thus, since December 2015, Defendant's average reimbursement rate for
18 Plaintiff Weber has been approximately \$.11 per mile (\$1.00 per delivery / 9 miles per
19 delivery).

20 5.23 During this same time period, the IRS business mileage reimbursement rate has
21 ranged between \$.54 and \$.575 per mile, which was a reasonable approximation of the vehicle
22 expenses incurred in personal use of a vehicle, but is a low estimate of the vehicle expenses
23 incurred in delivering food in King County. Using the IRS rate as a conservative approximation
24 of Plaintiff's vehicle expenses during her employment to date, every mile driven on the job
25 decreased Plaintiff's net wages by approximately \$.43 (\$.54 (IRS rate) - \$.11 (Defendant's
26

1 rate)) at a minimum, to at least \$.465 (\$.575 - \$.11), or between approximately \$3.87 per
2 delivery (\$.43 x 9 miles) and \$4.185 per delivery (\$.465 x 9 miles).

3 5.24 Defendant did not ask Plaintiff to track her actual vehicle expenses. However, an
4 initial estimate indicates that Plaintiff Weber's vehicle expenses, not taking fully into account
5 the additional costs when using her vehicle for food delivery, have been at the very least \$.41
6 per mile. Using even this extremely conservative measure of Plaintiff Weber's actual expenses,
7 as opposed to the IRS rate or other widely-accepted mileage rates, every mile driven on the job
8 decreased her net wages by between about \$.30 (\$.41 - \$.11), and every delivery decreased her
9 net wages by about \$2.70 (\$.30 x 9 miles).

10 5.25 During Plaintiff's employment with Defendant to date, Plaintiff has worked
11 approximately four hundred and fifty (450) hours making deliveries in her Prius and/or
12 Trailblazer. During Plaintiff's employment with Defendant to date, Plaintiff has delivered
13 approximately 863 orders using her Trailblazer and/or Prius. Thus, Plaintiff has averaged 1.92
14 deliveries per hour using her Prius and/or Trailblazer. Plaintiff Weber's frequency of delivery
15 during this time period is a reasonable estimate of the frequency at which Defendant's other
16 drivers make deliveries.

17 5.26 Thus, during the time period relevant to this action, depending on whether
18 Defendant's reimbursement rate is compared to the IRS rate or to a very conservative estimate
19 of Plaintiff Weber's actual expenses, Plaintiff Weber "kicked back" to Defendant between
20 approximately \$5.16 per hour (\$2.70 per delivery x 1.92 deliveries per hour) and \$8.04 per
21 hour (\$4.185 per delivery x 1.92 deliveries per hour). Because Defendant has otherwise been
22 paying Plaintiff Weber at or just under Seattle's minimum wage, and just above Washington's
23 minimum wage, these kickbacks have resulted in Defendant compensating Plaintiff Weber
24 between approximately \$5.16 per hour to \$8.54 per hour less than the City of Seattle's
25 minimum wage, and \$4.13 per hour to \$7.01 per hour less than Washington state's minimum
26 wage. This kickback resulted in an effective hourly wage rate between approximately \$1.96

1 and \$4.84 in 2015 to January 16, 2016 and \$2.46 and \$5.34 from January 17, 2016 to the
2 present.

3 5.27 During some workweeks, Plaintiff Weber has worked in excess of forty (40)
4 hours per week for Defendant making deliveries. Defendant has paid Plaintiff Weber on an
5 hourly basis, including time and a half for the work she performs in excess of forty (40) hours
6 per workweek.

7 5.28 However, the effect of Defendant's reimbursement policy, as set forth above,
8 has also caused Plaintiff Weber to earn less than the statutory minimum wage rate for work she
9 performs in excess of (40) hours per week. For example, in early January 2016, Defendant paid
10 Plaintiff Weber \$15.00 per hour for the work she performed in excess of (40) forty hours in the
11 workweek (which is actually below Seattle's minimum wage for overtime work at the time
12 (\$15.75 per hour), regardless of the kickbacks from Defendant's reimbursement policy). As set
13 forth above, during this time frame, Defendant received kickbacks from Plaintiff that reduced
14 her wages by approximately \$5.16 to \$8.04 per hour. Here, Plaintiff Weber therefore only
15 received \$6.96 per hour to \$11.06 per hour for her overtime work, when Seattle required a
16 minimum overtime wage rate of \$15.75 per hour and Washington State required \$14.21 per
17 hour.

18 5.29 Under Washington law, employers may not use tips as credit towards minimum
19 wages owed to an employee. In addition, under wage and hour laws, once a tip is earned, it is
20 the property of that employee and it is not to be shared with other employees who are not
21 "regularly and customarily" tipped. Here, customers tip drivers who are generally the only
22 employees of Defendant with whom they interact. Yet, Defendant deducts a portion of drivers'
23 tips to dispatch employees, who do not generally have contact with the customers.
24 Additionally, Defendant has failed to provide a written notice of its proposed tip pool to
25 Plaintiff and the drivers.

1 5.30 Upon information and belief, all of Defendant's other delivery drivers have had
2 similar experiences to those of Plaintiff. They were subject to the same reimbursement and tip
3 pool policies; received similar reimbursements; incurred similar vehicle expenses; completed
4 deliveries of similar distances and at similar frequencies; and, because of this, were paid hourly
5 wages below the applicable state or city minimum wage and were required to kick back a
6 portion of their wages to employees who are not “regularly and customarily” tipped.

7 5.31 Based on the allegations set forth above, Defendant’s systematic under-
8 reimbursement of vehicle expenses over the prior three (3) years has resulted in company-wide
9 minimum wage violations under both state and local laws.

10 5.32 Upon information and belief, Defendant has been on notice that its
11 reimbursement and tip pooling policies are unlawful.

12 5.33 Based on the effect of Defendant’s flawed reimbursement policy, Plaintiff and
13 members of the Class have been paid an hourly wage below the applicable state and Seattle
14 minimum wage; they have thereby been systematically deprived of reasonably-approximate
15 reimbursements, resulting in their wages falling below the state and city minimum wage in
16 some or all workweeks.

17 5.34 Plaintiff and members of the Class have experienced under-reimbursements for
18 vehicle expenses, which have reduced their wages below the minimum wage rate of the State of
19 Washington and the City of Seattle.

20 ***Further Evidence of Defendant’s “Kickback” of Delivery Drivers’ Wages***

21 5.35 Delivery drivers are required to use their personal cell phones to access order
22 information from Defendant’s customers in order to pick up and deliver food orders. They are
23 also frequently required to use their phones to contact customers to complete deliveries. For
24 example, if the driver has to access a secure location that requires the customer to provide the
25 driver access when the driver arrives at a locked gate or door. Although usage of drivers’
26 personal cell phones is required for the benefit of Defendant, Defendant only reimburses

1 drivers approximately \$.04 per hour for the use of their cell phones. Upon information and
2 belief this does not reasonably-approximate reimburse the drivers for the actual cost of using
3 their cell phones during work for the benefit of Defendant.

4 5.36 RCW 49.12.450 and Washington Department of Labor and Industries Admin.
5 Policy ES.C.8.1 require employers to pay the cost of employees' uniforms. However,
6 Defendant automatically deducts \$25.00 from drivers' initial wages for the cost of the uniforms
7 Defendant requires them to wear during their shifts.

8 5.37 RCW 49.46.160 applies to employers who impose an automatic service charge
9 related to food, beverages, or portorage provided to customers. Such employers are required to
10 disclose in an itemized receipt and in any menu provided to the customer the percentage of the
11 automatic service charge that is paid or payable directly to the employee serving the customer.
12 Defendant imposes a delivery fee charge, which ranges depending on the length of the delivery,
13 on their customers. Plaintiff and members of the Class do not receive any portion of the service
14 charge.

15 **VI. FIRST CLAIM FOR RELIEF**

16 **(Payment of Wages Less Than Entitled: RCW 49.46, *et seq.*, Seattle Municipal Code**
17 **(SMC) 14.19 *et seq.*, & SMC 14.20 *et seq.*)**

18 6.1 Plaintiff realleges and incorporates by reference each and every allegation set
19 forth in the preceding paragraphs.

20 6.2 RCW 49.46.120 establishes Washington State's minimum wage and provides
21 for enforcement of more favorable minimum wages that may be established by federal, state, or
22 local law or ordinance

23 6.3 By the actions alleged above, Defendant has failed to pay Plaintiff and Class
24 members prevailing minimum wage pursuant to RCW 49.46 *et seq.*, SMC 14.19 *et seq.*, and
25 SMC 14.20 *et seq.*

1 6.4 By the actions alleged above, Defendant has violated the provisions of RCW
2 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130, SMC 14.19 *et seq.*, and SMC
3 14.20 *et seq.*

4 6.5 As a result of the unlawful acts of Defendant, Plaintiff and Class members have
5 been deprived of compensation in amounts to be determined at trial, and pursuant to RCW
6 49.46.090, SMC 14.19.110, and SMC 14.20.090, are entitled to recover such amounts,
7 including interest thereon, and attorneys' fees and costs (and further including liquidated
8 damages under SMC 14.19.110 and SMC 14.20.090).

9 **VII. SECOND CLAIM FOR RELIEF**
10 **(Willful Refusal to Pay Wages: RCW 49.52.050)**

11 7.1 Plaintiff realleges and incorporates by reference each and every allegation set
12 forth in the preceding paragraphs.

13 7.2 RCW 49.52.050(2) provides that any employer who “willfully and with intent to
14 deprive the employee of any part of her wages, pays any employee a lower wage than the wage
15 such employer is obligated to pay such employee by any statute, ordinance, or contract” is
16 guilty of a misdemeanor.

17 7.3 RCW 49.52.070 provides that any employer who violates the foregoing statute
18 shall be liable in a civil action for twice the amount of wages withheld, together with costs of
19 suit and reasonable attorneys' fees.

20 7.4 The alleged unlawful actions by Defendant against Plaintiff and Class members,
21 as set forth above, were committed willfully and with intent to deprive Plaintiff and Class
22 members of part of their wages.

23 7.5 As such, based on the above allegations, Defendant violated the provisions of
24 RCW 49.52.050.

25 7.6 As a result of the unlawful acts of Defendant, Plaintiff and the Class have been
26 deprived of compensation in amounts to be determined at trial, and pursuant to RCW 49.52.070

1 are entitled to recovery of twice such amounts, including interest thereon, and attorneys' fees
2 and costs.

3 **VIII. PRAYER FOR RELIEF**

4 Wherefore, Plaintiff, on her own behalf and on behalf of the members of the Class,
5 prays for judgment against Defendant as follows:

6 A. Certify the proposed Class;

7 B. Appoint Plaintiff as Class representative;

8 C. Appoint the undersigned attorneys as Class counsel;

9 D. Declare that the actions complained of herein violate Washington's statutes,
10 Seattle's ordinances, and administrative codes;

11 E. Award Plaintiff and Class members compensatory, liquidated, and exemplary
12 damages;

13 F. Award attorneys' fees and costs to Plaintiff's attorneys, as allowed by law;

14 G. Award pre-judgment and post-judgment interest to Plaintiff and Class members,
15 as provided by law;

16 H. Grant and injunction against Defendant from engaging in the unlawful and
17 wrongful conduct set forth herein; and,

18 I. Grant such other and further relief as this Court deems necessary.

19 DATED this 10th day of June, 2016.
20
21
22
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

REKHI & WOLK, P.S.

By: s/ Gregory A. Wolk
Gregory A. Wolk, WSBA #28946
Hardeep S. Rekhi, WSBA #34579
529 Warren Ave N., Suite 201
Seattle, Washington 98109
Telephone: (206) 388-5887
Facsimile: (206) 577-3924
Email: greg@rekhiwolk.com
hardeep@rekhiwolk.com

Attorneys for Plaintiff

THE HONORABLE JUDITH H. RAMSEYER

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

JESSICAN JAHN WEBER, on his own behalf
and on the behalf of all others similarly situated,

Plaintiff,

v.

KASA DELIVERY, LLC,

Defendant.

No. 16-2-13761-0 SEA

CERTIFICATE OF SERVICE

I, ZOE KAHN, declare and say as follows:

1. I am a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to the above-entitled action, and am competent to testify as a witness. I am employed with Rekhi & Wolk, P.S., 529 Warren Ave N., Suite 201, Seattle, Washington 98109; telephone (206) 388-5887.

2. On December 5, 2016, I caused true and correct copies of the following documents to be delivered to Defendant in the above-captioned matter, by the means indicated below:

- Amended Class Action Complaint

1 Breanne S. Martell, WSBA No. 39632
2 Joanna M. Silverstein, WSBA No. 38577
3 Vanessa B.K. Lee, WSBA No. 46547
4 LITTLER MENDELSON, P.C.
5 600 University Street, Suite 3200
6 Seattle, WA 98101
7 Telephone: (206) 623-3300
8 E-Mail: BSMartell@littler.com
9 JSilverstein@littler.com
10 VBLee@littler.com


- Via Legal Messenger
- Via Facsimile
- Via Electronic Mail
- Via U.S. Mail
- Via Electronic Filing/Eservice
- Via Hand-Delivery

11 The foregoing statement is made under the penalty of perjury under the laws of the
12 United States of America and the State of Washington and is true and correct.

13 DATED this 5th day of December, 2016.

14 **REKHI & WOLK, P.S.**

15 By:

16 
17 _____
18 Zoe Kahn, Legal Assistant
19 E-mail: zoe@rekhiwolk.com