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

TO'AVALU TUPUA, on her own behalf and on
the behalf of all others similarly situated,

Plaintiff,

v.

SODEXO INC., a Delaware Corporation, and
SODEXOMAGIC LLC, a Delaware Limited
Liability Company,

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 her
counsel, for their Complaint against Defendants hereby state and allege as follows:

I. NATURE OF THE ACTION

1. Plaintiff brings this class action against Defendants SODEXO, INC. ("Sodexo") and
SODEXOMAGIC LLC ("Sodexomagic") (collectively, "Defendants") pursuant to Chapter 7.45, *et*
seq. of the City of SeaTac Municipal Code, the City's minimum wage ordinance (the "Ordinance"),
and under RCW 49.46 *et seq.*, RCW 49.48 *et seq.*, and RCW 49.52 *et seq.* ("Washington wage
laws"). Within the City of SeaTac (the "City" or "SeaTac"), Defendants are in the business of
offering food, beverage and other services to travelers and/or customers. Plaintiff and other

1 **IV. CLASS ACTION ALLEGATIONS**

2 **9.** Defendants are “Hospitality Employers” and/or “Transportation Employers” as those terms
3 are defined in the Ordinance.

4 **10.** Plaintiff and the Proposed Class are current or former “Hospitality Workers” and/or
5 “Transportation Workers” as those terms are defined in the Ordinance.
6

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

9 All employees of SODEXO INC. and/or SODEXOMAGIC LLC
10 who have been Hospitality and/or Transportation Workers and who
11 worked in the City of SeaTac for any period of time since January 1,
12 2014 to the present and who were paid less than the prevailing
13 minimum wage prescribed by City of SeaTac Ordinance 7.45.050.

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

18 **12.** Plaintiff believes there are least 40 current and former employees in the Class.

19 **13.** Plaintiff’s claims are typical of the claims of the Class members because she is an employee
20 who, like the members of the Class, sustained damages arising out of Defendants’ failure to pay
21 prevailing minimum wage, including overtime, under the Ordinance and Washington wage laws.

22 **14.** Plaintiff will fairly and adequately protect the interests of the Class members. Plaintiff has
23 retained counsel competent and experienced in complex and class action litigation, including
24 employment law.
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1 **15.** Common questions of law and fact exist as to Plaintiff and all members of the Class and
2 predominate over any questions solely affecting individual members of the Class. Among the
3 questions of law and fact common to Plaintiff and the Class are:

4 **a.** Whether Defendants failed to properly compensate Plaintiff and the Class for all time
5 worked pursuant to the Ordinance;

6 **b.** Whether Defendants violated RCW 49.46.130 as to Plaintiff and the Class;

7 **c.** Whether Defendants violated RCW 49.46.120 as to Plaintiff and the Class;

8 **d.** Whether Defendants violated RCW 49.46.090 as to Plaintiff and the Class;

9 **e.** Whether Defendants violated RCW 49.52.050 as to Plaintiff and the Class; and,

10 **f.** The nature and extent of class-wide injury and the measure of compensation for such
11 injury.
12

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

22 **17.** Defendants have acted on grounds generally applicable to the entire Class, thereby making a
23 final injunctive relief or corresponding declaratory relief appropriate with respect to the Class as a
24 whole. Prosecution of separate actions by individual members of the Class would create a risk of
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1 inconsistent or varying adjudications with respect to individual members of the Class that would
2 establish incompatible standards of conduct for Defendants.

3 **18.** A class action is superior to other available methods for the fair and efficient adjudication of
4 this controversy since joinder of all matters is impractical. Furthermore, the amounts at stake for
5 many of the class members, while substantial to them, are not great enough to hire an attorney to
6 prosecute individual suits against Defendants.
7

8 **19.** Without a class action, Defendants will likely continue its course of illegal action which will
9 cause further damage to Plaintiff and the Class.

10 **V. SUMMARY OF ALLEGATIONS**

11 **20.** Since January 1, 2014, Defendants committed acts of wage abuse against Plaintiff and Class
12 members, including, but not limited to, forcing or permitting Plaintiff and Class members to work
13 and failing to pay Plaintiff and the Class all their wages due and owing, including wages for overtime
14 worked.
15

16 **21.** For example, during this period, Defendants willfully paid Plaintiff an hourly rate of \$11.22
17 per hour, and \$16.83 per hour for overtime work. However, the prevailing minimum wage rate at the
18 time was either \$15.00 or \$15.24 per hour.

19 **22.** By willfully failing to pay the prevailing minimum wage and overtime rate, Defendants acted
20 unlawfully and proximately caused damages to Plaintiff and the Class in an amount to be proven at
21 trial.
22

23 **VI. FIRST CLAIM FOR RELIEF**
24 **(Failure to Pay Minimum Wages: RCW 49.46, et seq. & the Ordinance)**

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

1 **24.** RCW 49.46.120 establishes Washington State’s minimum wage and provides for
2 enforcement of more favorable minimum wages that may be established by federal, state, or local
3 law or ordinance.

4 **25.** Defendants failed to pay Plaintiff and Class members prevailing minimum wage pursuant to
5 the Ordinance.
6

7 **26.** By the actions alleged above, Defendants violated the provisions of RCW 49.46.090.

8 **27.** As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of
9 compensation in amounts to be determined at trial, and pursuant to RCW 49.46.090 are entitled to
10 recover such amounts, including interest thereon, attorneys’ fees and costs.
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12 **VII. SECOND CLAIM FOR RELIEF**
13 **(Failure to Pay Overtime: RCW 49.46.130 & the Ordinance)**

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

16 **29.** RCW 49.46.130 provides that no employer shall employ any employee for a workweek
17 longer than 40 hours unless the employee receives compensation for his or her employment in excess
18 of the hours above specified at a rate not less than one and half times the regular rate at which he or
19 she is employed.

20 **30.** Defendants paid Plaintiff and Class members at a rate less than one and a half times the
21 prevailing minimum wage rate pursuant to the Ordinance for the hours they worked in excess of
22 forty per week.

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

24 **32.** As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of
25 compensation in amounts to be determined at trial, and pursuant to RCW 49.46.090 are entitled to
26 recover such amounts, including interest thereon, attorneys’ fees and costs.

1 **VIII. THIRD CLAIM OF RELIEF**
2 **(Unpaid Wages on Termination: RCW 49.48 et seq. the Ordinance)**

3 **33.** Plaintiff and the Class reallege and incorporate by reference each and every allegation set
4 forth in the preceding paragraphs.

5 **34.** RCW 49.48.010 provides that “when any employee shall cease to work for an employer,
6 whether by discharge or by voluntary withdrawal, the wages due him on account of his employment
7 shall be paid to him at the end of the established pay period.” The statute further states that it shall
8 be unlawful for “any employer to withhold or divert any portion of an employee's wages.”

9 **35.** By the actions alleged above, Defendants violated the provisions of RCW 49.48.010.
10

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

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

17 **37.** Plaintiff and the Class reallege and incorporate by reference each and every allegation set
18 forth in the preceding paragraphs.

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

22 **39.** RCW 49.52.070 provides that any employer who violates the foregoing statute shall be liable
23 in a civil action for twice the amount of wages withheld, together with costs of suit and reasonable
24 attorney fees.
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1 I. Award Plaintiff and the Class pre-judgment and post-judgment interest, as provided by law;
2 and,

3 J. Grant such other and further relief as this Court deems necessary.
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5 DATED this 15th day of April, 2016.

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

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

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