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

REBECCA TATARSKY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BLUE RIBBON COOKING, LLC, a
Washington LLC,

Defendants.

NO.

COMPLAINT

Plaintiff Rebecca Tatarsky brings this action on her own behalf and on behalf of all
others similarly situated, alleging as follows:

I. INTRODUCTION

1.1 Nature of Action. Plaintiff Rebecca Tatarsky brings this class action against Blue Ribbon
Cooking, LLC (“Blue Ribbon” or “Defendant”). Plaintiff alleges Blue Ribbon 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,
failing to ensure that catering employees take the rest breaks to which they are entitled, and
failing to ensure that catering employees take the meal breaks to which they are entitled.

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II. JURISDICTION AND VENUE

2.1 Jurisdiction. Defendant is within the jurisdiction of this Court. Blue Ribbon Cooking, LLC is incorporated in Washington, and conducts business in Washington, including within Seattle, Washington. Defendant has obtained the benefits of the laws of Washington as well as Washington’s commercial and labor markets.

2.2 Venue. Venue is proper in King County because Defendant operates and transacts business in Seattle, and Plaintiff performed work for Defendant in Seattle.

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

III. PARTIES

3.1 Plaintiff Rebecca Tatarsky. Plaintiff worked as a catering employee for Blue Ribbon from approximately July 9, 2017 to July 31, 2017. During the duration of her employment, Plaintiff was a resident of Washington. Plaintiff performed her work for Blue Ribbon in Seattle, Washington.

3.2 Defendant Blue Ribbon Cooking LLC. Defendant Blue Ribbon Cooking LLC is a Washington limited liability company doing business in Seattle, Washington. Defendant Blue Ribbon has employed Plaintiff and more than fifty other catering employees in Seattle and the state of Washington and has exercised control over how and when those employees were paid.

IV. CLASS ACTION ALLEGATIONS

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

All persons who have worked as catering employees for Defendant in Washington at any time from October 20, 2014 to the date of final disposition of this action.

1 Excluded from the Class are any entity in which Defendant has a controlling interest or that has
2 a controlling interest in Defendant, and Defendant’s legal representatives, assignees, and
3 successors. Also excluded are the judge to whom this case is assigned and any member of the
4 judge’s immediate family.

5 4.2 Numerosity. Plaintiff believes that more than fifty persons have worked as
6 catering employees for Blue Ribbon in Washington during the proposed Class period. These
7 Class members are so numerous that joinder of them is impracticable. Moreover, the
8 disposition of the claims of the Class in a single action will provide substantial benefits to all
9 parties and the Court.

10 4.3 Commonality. There are numerous questions of law and fact common to
11 Plaintiff and Class members. These questions include, but are not limited to, the following:

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

- 1 f. Whether Blue Ribbon has engaged in a common course of failing to
2 ensure that Class members have taken the meal breaks to which they are
3 entitled;
- 4 g. Whether Blue Ribbon has engaged in a common course of failing to pay
5 Class members an additional thirty minutes of compensation for each
6 missed meal break;
- 7 h. Whether Blue Ribbon has violated RCW 49.12.020;
- 8 i. Whether Blue Ribbon has violated WAC 296-126-092;
- 9 j. Whether Blue Ribbon has violated RCW 49.46.090;
- 10 k. Whether Blue Ribbon has violated RCW 49.52.050;
- 11 l. Whether Blue Ribbon has violated SMC 14.20.020; and
- 12 m. The nature and extent of Class-wide injury and the measure of
13 compensation for such injury.

14 4.4 Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff has
15 performed catering services for Blue Ribbon in Seattle, Washington and thus is a member of
16 the Class. Plaintiff's claims, like the claims of the Class, arise out of the same common course
17 of conduct by Blue Ribbon and are based on the same legal and remedial theories.

18 4.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
19 Plaintiff has retained competent and capable attorneys who have significant experience in
20 complex and class action litigation, including employment law. Plaintiff and her counsel are
21 committed to prosecuting this action vigorously on behalf of the Class and have the financial
22 resources to do so. Neither Plaintiff nor her counsel have interests that are contrary to or that
23 conflict with those of the Class.

24 4.6 Predominance. Blue Ribbon has engaged in a common course of wage and hour
25 abuse toward Plaintiff and members of the Class. The common issues arising from this conduct
26 that affect Plaintiff and members of the Class predominate over any individual issues.

1 Adjudication of these common issues in a single action has important and desirable advantages
2 of judicial economy.

3 4.7 Superiority. Plaintiff and Class members have suffered and will continue to
4 suffer harm and damages as a result of Blue Ribbon's unlawful and wrongful conduct. Absent
5 a class action, however, most Class members likely would find the cost of litigating their
6 claims prohibitive. Class treatment is superior to multiple individual suits or piecemeal
7 litigation because it conserves judicial resources, promotes consistency and efficiency of
8 adjudication, provides a forum for small claimants, and deters illegal activities. There will be
9 no significant difficulty in the management of this case as a class action. The Class members
10 are readily identifiable from Blue Ribbon's records.

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

12 5.1 Common Course of Conduct: Failure to Provide Proper Rest Breaks. Blue Ribbon has
13 engaged in a common course of failing to provide Plaintiff and Class members with a paid ten-
14 minute rest break for every four hours of work.

15 5.2 Blue Ribbon has engaged in a common course of requiring or permitting Plaintiff
16 and Class members to work more than three consecutive hours without a rest break.

17 5.3 Blue Ribbon has engaged in a common course of failing to ensure Plaintiff and
18 Class members have taken the rest breaks to which they are entitled.

19 5.4 Blue Ribbon has engaged in a common course of failing to provide Plaintiff and
20 Class members with ten minutes of additional pay for each missed rest break.

21 5.5 Blue Ribbon has had actual or constructive knowledge of the facts set forth in
22 Paragraphs 5.1 through 5.4.

23 5.6 Common Course of Conduct: Failure to Provide Proper Meal Breaks. Blue
24 Ribbon has engaged in a common course of failing to provide Plaintiff and Class members with
25 a thirty-minute meal break for every five hours of work.

1 5.7 Blue Ribbon has engaged in a common course of requiring or permitting Plaintiff
2 and Class members to work more than five consecutive hours without a meal break.

3 5.8 Blue Ribbon has engaged in a common course of failing to ensure Plaintiff and
4 Class members have taken the meal breaks to which they are entitled.

5 5.9 Blue Ribbon has engaged in a common course of failing to provide Plaintiff and
6 Class members with thirty minutes of additional pay for missed meal break.

7 5.10 Blue Ribbon has had actual or constructive knowledge of the facts set forth in
8 Paragraphs 5.6 through 5.9.

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

11 6.1 On June 16, 2017, Plaintiff interviewed with Defendant. Defendant hired
12 Plaintiff the same day.

13 6.2 On July 9, 2017, Plaintiff worked her first shift with Defendant. Plaintiff
14 performed prep work, loading, unloading, and check in/out in Seattle, WA. Plaintiff worked a
15 12-hour shift without any breaks.

16 6.3 On July 14, 2017, Plaintiff text messaged Seppo Farrey, operations manager of
17 Blue Ribbon, and expressed concerns about Blue Ribbon's failure to provide Plaintiff and other
18 catering employees with rest and meal breaks.

19 6.4 On July 18, 2017, Plaintiff emailed Vanessa Volkman, co-director of Blue
20 Ribbon, and expressed concerns about Blue Ribbon's failure to provide Plaintiff and other
21 catering employees with rest and meal breaks.

22 6.5 On July 20, 2017, Plaintiff responded to Vanessa Volkman's email and again,
23 expressed her concerns about Blue Ribbon's policies and failure to provide Plaintiff and other
24 catering employees with rest and meal breaks.

25 6.6 On July 30, 2017, Plaintiff text messaged to Seppo Farrey, and inquired about
26 upcoming bar tending shifts. Plaintiff was informed Defendant's business was unusually slow
for August, and Defendant did not have any work for her.

1 6.7 On July 31, 2017, Plaintiff emailed Vanessa Volkman and inquired whether she
2 was fired, and expressed her concern about the timing that after she raised concerns about
3 Defendant’s business practices Defendant did not have any work for her. Defendant informed
4 Plaintiff she was not fired, and offered to refer her to another catering company for work.

5 6.8 Plaintiff has not worked any other events for Defendant.

6 6.9 Plaintiff was constructively terminated for raising her concerns about
7 Defendant’s rest and meal break policies.

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

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

14 7.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington
15 demands that all employees be protected from conditions of labor which have a pernicious
16 effect on their health. The state of Washington, therefore, exercising herein its police and
17 sovereign power declares that inadequate wages and unsanitary conditions of labor exert such
18 pernicious effect.”

19 7.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in
20 any industry or occupation within the state of Washington under conditions of labor detrimental
21 to their health.”

22 7.4 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means
23 and includes the conditions of rest and meal periods” for employees.

24 7.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest
25 periods during their shifts.

26 7.6 WAC 296-126-092 provides that employees shall be allowed certain meal
periods during their shifts.

1 7.7 Under Washington law, Blue Ribbon has an obligation to provide employees
2 with the rest and meal breaks to which they are entitled.

3 7.8 Under Washington law, Blue Ribbon has an obligation to ensure that employees
4 take the rest and meal breaks to which they are entitled.

5 7.9 Under Washington law, Blue Ribbon has an obligation to provide employees
6 with ten minutes of additional pay for each missed rest break and thirty minutes of additional
7 pay for each missed meal break.

8 7.10 By the actions alleged above, Blue Ribbon has violated the provisions of RCW
9 49.12.020 and WAC 296-126-092.

10 7.11 As a result of these unlawful acts, Plaintiff and the Class have been deprived of
11 compensation in amounts to be determined at trial, and Plaintiff and the Class are entitled to the
12 recovery of such damages, including interest thereon, attorneys' fees under RCW 49.48.030,
13 and costs.

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

16 8.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the
17 preceding paragraphs.

18 8.2 RCW 49.46.090 provides that “[a]ny employer who pays any employee less
19 than wages to which such employee is entitled under or by virtue of [the Minimum Wage Act],
20 shall be liable to such employee affected for the full amount of such wage rate, less any amount
21 actually paid to such employee by the employer, and for costs and such reasonable attorney's
22 fees as may be allowed by the court.”

23 8.3 By the actions alleged above, Blue Ribbon has violated the provisions of RCW
24 49.46.090 by failing to pay wages to Plaintiff and Class members for missed rest and meal
25 breaks.

1 8.4 As a result of these unlawful acts, Plaintiff and the Class have been deprived of
2 compensation in amounts to be determined at trial, and Plaintiff and the Class are entitled to the
3 recovery of such damages, including interest thereon, as well as attorneys' fees and costs under
4 RCW 49.46.090.

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

8 9.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the
9 preceding paragraphs.

10 9.2 RCW 49.52.050 provides that any employer or agent of any employer who,
11 “[w]ilfully and with intent to deprive the employee of any party of her wages, shall pay any
12 employee a lower wage than the wage such employer is obligated to pay such employee by any
13 statute, ordinance, or contract” shall be guilty of a misdemeanor.

14 9.3 Blue Ribbon’s violations of RCW 49.12.020, WAC 296-126-092, and RCW
15 49.46.090, as discussed above, were willful and constitute violations of RCW 49.52.050.

16 9.4 RCW 49.52.070 provides that any employer who violates the provisions of
17 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,
18 attorneys’ fees, and costs.

19 9.5 As a result of the willful, unlawful acts of Blue Ribbon, Plaintiff and the Class
20 have been deprived of compensation in amounts to be determined at trial and under RCW
21 49.52.070, Plaintiff and the Class are entitled to recovery of twice such damages, including
22 interest thereon, as well as attorneys’ fees and costs.

23 **X. FOURTH CLAIM FOR RELIEF**
24 **(Wage Theft Under SMC 14.20)**
25 *On behalf of Plaintiff and the Class*

26 10.1 Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
preceding paragraphs.

1 10.2 SMC 14.20.020 provides that, for employees who work in Seattle, employers shall
2 pay all compensation owed to any such employee by reason of employment on an established
3 regular pay date at no longer than monthly payment intervals. Defendant did not pay Plaintiff
4 and the Class who have worked for Defendant in Seattle all compensation Defendant owed to
5 them by reason of employment.

6 10.3 By failing to pay all compensation to Plaintiff and the Class for missed rest and
7 meal breaks, Defendant violated SMC 14.20.

8 10.4 As a result of the unlawful acts of Defendant, Plaintiff and the Class have been
9 deprived of compensation in amounts to be determined at trial, and pursuant to SMC 14.20.090,
10 are to recover those damages, including interest thereon and liquidated damages in an
11 additional amount up to twice the unpaid compensation, as well as attorneys' fees and costs.

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13 **XI. FIFTH CLAIM FOR RELIEF**
14 **(Wrongful Discharge in Violation of Public Policy)**
 On behalf of Plaintiff Tatarsky

15 11.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the
16 preceding paragraphs.

17 11.2 RCW 49.46.100(2) provides that “[a]ny employer who discharges or in any
18 other manner discriminates against any employee because such employee has made any
19 complaint to his or her employer . . . that he or she has not been paid wages in accordance with
20 the provisions of this chapter, or that the employer has violated any provision of this
21 chapter . . . shall be deemed in violation of this chapter and shall, upon conviction therefor, be
22 guilty of a gross misdemeanor.”

23 11.3 RCW 49.46.100(2) is a source of public policy that condemns retaliation by an
24 employer against an employee who asserts her rights under the Minimum Wage Act, chapter
25 49.46 RCW.

1 11.4 RCW 49.12.170 provides that “any employer employing any person for whom a
2 minimum wage or standards, conditions, and hours of labor have been specified, at less than
3 said minimum wage, or under standards, or conditions of labor or at hours of labor prohibited
4 by the rules and regulations of the director . . . shall be deemed guilty of a misdemeanor, and
5 shall, upon conviction thereof, be punished by a fine of not less than twenty-five dollars nor
6 more than one thousand dollars.”

7 11.5 RCW 49.12.170 is a source of public policy that condemns the failure to provide
8 rest and meal breaks and ensure that those rest and meal breaks are taken.

9 11.6 RCW 49.52.050(2) provides that any employer who “[w]ilfully and with intent
10 to deprive the employee of any part of his or her wages, shall pay any employee a lower wage
11 than the wage such employer is obligated to pay such employee by any statute . . . [s]hall be
12 guilty of a misdemeanor.”

13 11.7 RCW 49.52.050(2) is a source of public policy that condemns the failure to pay
14 wages in accordance with Washington law.

15 11.8 Plaintiff engaged in protected activity when she complained to management
16 about Blue Ribbon’s failure to provide employees with rest and meal breaks.

17 11.9 Plaintiff’s complaints about Blue Ribbon’s failure to provide rest and meal
18 breaks were a substantial factor in Blue Ribbon’s decision to terminate Plaintiff.

19 11.10 Blue Ribbon’s discharge of Plaintiff jeopardizes the clear mandates of public
20 policy in RCW 49.46.100(2), RCW 49.12.170, and RCW 49.52.050(2).

21 11.11 As a result of this unlawful act, Plaintiff has suffered damages, including but not
22 limited to lost wages past and future, emotional distress, humiliation, and embarrassment.
23 Plaintiff is entitled to the recovery of such damages, including interest thereon, as well as
24 attorneys’ fees under RCW 49.48.030, and costs.

1 **XII. SIXTH CLAIM FOR RELIEF**
2 **(Violation of RCW 49.46.100(2) — Implied Cause of Action)**
3 ***On behalf of Plaintiff Tatarsky***

4 12.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the
5 preceding paragraphs.

6 12.2 By the actions alleged above, including the failure to provide rest and meal
7 breaks, Defendant has failed to pay Plaintiff the wages to which she was entitled under the
8 Minimum Wage Act and thus violated of RCW 49.46.090.

9 12.3 Under RCW 49.46.100(2), it is a gross misdemeanor for an employer to
10 discharge or discriminate against an employee because the employee has complained that he
11 has not been paid wages under the Minimum Wage Act or that the employer has violated the
12 Minimum Wage Act.

13 12.4 RCW 49.46.100(2) implies a cause of action for employees to enforce the terms
14 of the statute.

15 12.5 Plaintiff is in the class for whose “especial” benefit RCW 49.46.100(2) was
16 enacted.

17 12.6 The legislative history of RCW 49.46.100(2) supports a remedy for employees
18 whose employers violate RCW 49.46.100(2).

19 12.7 Implying a remedy for violation of RCW 49.46.100(2) is consistent with the
20 underlying purpose of the legislation.

21 12.8 As a result of this unlawful act, Plaintiff has suffered damages, including but not
22 limited to lost wages past and future, emotional distress, humiliation, and embarrassment.
23 Plaintiff is entitled to the recovery of such damages, including interest thereon, as well as
24 attorneys’ fees under RCW 49.48.030, and costs.

25 **XIII. SEVENTH CLAIM FOR RELIEF**
26 **(Retaliation Under SMC 14.20)**

On behalf of Plaintiff Tatarsky

1
2 13.1 Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the
3 preceding paragraphs.

4 13.2 SMC 14.20.035 provides that no employer or other person shall interfere with,
5 restrain, deny, or attempt to deny the exercise of any right protected under SMC 14.20. SMC
6 14.20.035 further states that no employer or other person shall take any adverse action against
7 any person because the person exercised in good faith the rights protected under SMC 14.20.

8 13.3 By terminating Plaintiff after and because she complained about meal and rest
9 breaks to Defendant, Defendant violated SMC 14.20.035.

10 13.4 Plaintiff has been subjected to unlawful retaliation by Defendant, and pursuant
11 to SMC 14.20.090, is to recover damages proximately caused by the termination, including
12 interest thereon, liquidated damages, and a penalty of \$5,000, as well as attorneys' fees and
13 costs.

XIV. PRAYER FOR RELIEF

14 WHEREFORE, Plaintiff, on her own and on behalf of the members of the Class, prays
15 for judgment against Defendant, as follows:
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17 A. Certify the proposed Class;

18 B. Appoint Plaintiff as representatives of the Class;

19 C. Appoint the undersigned attorneys as counsel for the Class;

20 D. Award compensatory, liquidated, and exemplary damages to Plaintiff and Class
21 members for violation of Washington's and Seattle's wage and hour laws, in amounts to be
22 proven at trial;

23 E. Award compensatory and exemplary damages to Plaintiff for wrongful
24 termination and retaliation, including non-economic and/or emotional distress damages,
25 liquidated damages, in amounts to be proven at trial;

26 F. Award Plaintiff and the Class attorneys' fees and costs, as allowed by law;

1 G. Award Plaintiff and the Class prejudgment and post-judgment interest, as
2 provided by law;

3 H. Permit Plaintiff and the Class leave to amend the complaint to conform to the
4 evidence presented at trial; and

5 I. Grant such other and further relief as the Court deems necessary, just, and
6 proper.

7 RESPECTFULLY SUBMITTED AND DATED this 20th day of October, 2017.
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9 **REKHI & WOLK, P.S.**

10 By: s/ Gregory A. Wolk
11 Gregory A Wolk, WSBA No. 28946
12 529 Warren Ave N., Suite 201
Seattle, WA 98109
13 Telephone: (206) 388-5887
Facsimile: (206) 577-3924
14 E-Mail: greg@rekhiwolk.com

REKHI & WOLK, P.S.

By: s/ Hardeep S. Rekhi
Hardeep S. Rekhi, WSBA No. 34579
529 Warren Ave N., Suite 201
Seattle, WA 98109
Telephone: (206) 388-5887
Facsimile: (206) 577-3924
E-Mail: hardeep@rekhiwolk.com

15 *Attorneys for Plaintiff*
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