

1 THE HONORABLE STANLEY J. RUMBAUGH

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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF PIERCE

9 TRAVIS WORLEY and ANDREW HAMRY,
10 on their own behalf and on the behalf of all
11 others similarly situated,

12 Plaintiffs,

13 vs.

14 CEDAR RECYCLING INC., a Washington
15 Corporation, VALLEY RECYCLING INC., a
16 Washington Corporation, BURT GILLELAND,
17 and/or his marital community, and ANGELA
18 LEE, and/or her marital community,

19 Defendants.

CLASS ACTION

No. 17-2-09587-2

FOURTH AMENDED COMPLAINT FOR
DAMAGES

JURY TRIAL REQUESTED

19 COMES NOW the Plaintiffs, TRAVIS WORLEY and ANDREW HAMRY,
20 individually and on behalf of all others similarly situated, by and through their attorneys of
21 record, REKHI & WOLK, P.S., who appear before the Court complaining against Defendants
22 as follows:

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1 **I. INTRODUCTION**

2 1.1 Defendants Cedar Recycling Inc. (“Cedar Recycling”) and Valley Recycling Inc.
3 (“Valley Recycling”) (together “Corporate Defendants”) are for-profit corporations in the
4 business of material handling and recycling in Washington State. The two companies jointly
5 supervise employees who work for both companies. Both companies operate out of the same
6 address. Corporate Defendants share the same governing persons. During the past several years,
7 Corporate Defendants have jointly employed non-managerial employees at their facilities across
8 W. Valley Highway from each other in Pacific, Washington. Corporate Defendants share
9 payroll to a substantial degree. Corporate Defendants have jointly employed more than forty
10 (40) employees in Washington State in the last three years. As set forth more fully below,
11 Corporate Defendants have engaged in systemic policies, practices, and procedures of willfully
12 failing to pay all wages earned by the proposed Class of non-management employees -
13 including unpaid wages for rest and meal breaks, unpaid overtime for work performed beyond
14 forty (40) hours per week, and for time worked off the clock. Corporate Defendants have also
15 failed to keep accurate payroll and work records for the proposed Class, as defined below.
16 Plaintiffs Worley and Hamry suffered from the same policies and practices as the proposed
17 Class. In addition, Corporate Defendants willfully failed to timely pay their wages following
18 cessation of employment.
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20 1.2 Defendant Burt Gilleland (“Gilleland” or “Mr. Gilleland”) is a governing person of both
21 Corporate Defendants. He is responsible for paying wages to the proposed Class and Plaintiffs
22 while they worked for Defendants.
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1 1.3 Defendant Angela Lee (“Lee” or “Ms. Lee”) is Vice-President of Operations at both
2 Corporate Defendants. She is responsible for paying wages to employees of both Corporate
3 Defendants, including Plaintiffs and the proposed Class.

4 1.4 Defendants’ deliberate failures to pay their employees earned wages violates
5 Washington law. Defendants’ wage and hour violations were willful.

6 1.5 Plaintiffs and proposed Class members are current and former non-managerial
7 employees employed by Corporate Defendants in the State of Washington who have been
8 victimized by the Defendants’ unlawful wage and hour policies, practices, and procedures. This
9 lawsuit is brought as a class action under Washington law to recover unpaid wages owed to the
10 individual Plaintiffs and all other similarly-situated employees.
11

12 **II. JURISDICTION, VENUE, AND PARTIES**

13 2.1 Plaintiff Travis Worley is a resident of Pierce County, Washington. He is of age and is
14 otherwise qualified to bring this action.

15 2.2 Plaintiff Andrew Hamry is a resident of Pierce County, Washington. He is of age and is
16 otherwise qualified to bring this action

17 2.3 Upon information and belief, Defendant Cedar Recycling is a Washington corporation
18 doing business in Pierce County, Washington, with its principal place of business in Pacific,
19 Washington.

20 2.4 Upon information and belief, Defendant Valley Recycling is a Washington corporation
21 doing business in Pierce County, Washington, with its principal place of business in Pacific,
22 Washington.

23 2.5 Upon information and belief, Defendant Gilleland is a governing person of both Cedar
24 Recycling and Valley Recycling, is an officer of Cedar Recycling and Valley Recycling, and is
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1 responsible for the payment of wages to Cedar Recycling's and Valley Recycling's employees.

2 Upon information and belief, Defendant Gilleland is a resident of Washington State.

3 2.6 Upon information and belief, all acts alleged by Defendant Gilleland were done in
4 pursuit of financial gain, or livelihood, for himself individually, and also on behalf of and for
5 the benefit of his marital community.

6 2.7 Upon information and belief, Defendant Lee is an officer of Corporate Defendants, and
7 is responsible for the payment of wages to Corporate Defendants' employees. Upon information
8 and belief, Defendant Lee is a resident of Washington State.

9 2.8 Upon information and belief, all acts alleged by Defendant Lee were done in pursuit of
10 financial gain, or livelihood, for herself individually, and also on behalf of and for the benefit of
11 her marital community.

12 2.9 The Superior Court of Washington has jurisdiction over Plaintiff's and the Class claims
13 pursuant to RCW 2.08.010, RCW 49.12 *et seq.*, RCW 49.46 *et seq.*, RCW 49.48 *et seq.*, and
14 RCW 49.52.050/.070.

15 2.10 Venue is proper under RCW 4.12.020 and/or 4.12.025 because the events underlying the
16 complaint took place in Pierce County, Washington, and/or the Defendants reside in Pierce
17 County, Washington.

18 2.11 Defendants are within the jurisdiction of this Court. Defendants do business in the State
19 of Washington and have operations in Pierce County, Washington. Corporate Defendants are
20 registered in the State of Washington. Defendants have obtained the benefits of the laws of the
21 State of Washington and the Washington retail and labor markets.
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1 **III. CLASS ACTION ALLEGATIONS**

2 3.1 Plaintiffs bring this case as a class action pursuant to Washington Civil Rule 23 on
3 behalf of a class consisting of:

4 All current and former non-managerial employees who worked for Cedar Recycling Inc.
5 and Valley Recycling Inc. for any period of time from August 20, 2015, through final
6 resolution of this matter, who were based or resided in the State of Washington during
such employment.

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

11 3.2 Plaintiffs believe there are at least forty (40) members of the Class.

12 3.3 Plaintiffs' claims are typical of the claims of the members of the Class because they are
13 employees who, like the members of the Class, sustained damages arising out of Defendants'
14 failure to pay wages, including for missed rest and meal breaks, overtime compensation for
15 hours worked over forty (40) per week, and time worked off-the-clock.

16 3.4 Plaintiffs will fairly and adequately protect the interests of the Class members. Plaintiffs
17 have retained counsel who are competent and experienced in complex and class action
18 litigation, including employment law.

19 3.5 Common questions of law and fact exist as to Plaintiffs and all members of the Class
20 and predominate over any questions solely affecting individual members of the Class. Among
21 the questions of law and fact common to Plaintiffs and the Class are:
22

23 3.5.1 Whether Defendants failed to ensure that Plaintiffs and the Class received paid rest
24 breaks on the employers' time;
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- 1 3.5.2 Whether Defendants have failed to ensure Plaintiffs and the Class received an
2 uninterrupted thirty-minute meal break;
- 3 3.5.3 Whether Defendants failed to pay Plaintiffs and the Class an additional thirty
4 minutes of compensation for each missed meal break;
- 5 3.5.4 Whether Defendants failed to obtain valid waivers from Plaintiffs and the Class
6 when they worked through their mandated meal breaks;
- 7 3.5.5 Whether Defendants failed to pay Plaintiffs and the Class for overtime hours worked
8 at the appropriate rate when they worked more than forty (40) hours per week;
- 9 3.5.6 Whether Defendants failed to properly compensate Plaintiffs and the Class for all
10 time worked;
- 11 3.5.7 Whether Defendants failed to pay Plaintiffs and the Class for the work Defendants
12 permitted them to perform;
- 13 3.5.8 Whether Defendants failed to keep true and accurate time records for all hours
14 worked by Plaintiffs and the Class;
- 15 3.5.9 Whether Defendants violated RCW 49.46.130 as to Plaintiffs and the Class;
- 16 3.5.10 Whether Defendants violated RCW 49.12 *et seq.* as to Plaintiffs and the Class;
- 17 3.5.11 Whether Defendants violated RCW 49.46.090 as to Plaintiffs and the Class;
- 18 3.5.12 Whether Defendants violated RCW 49.48.010 as to Plaintiffs and the Class;
- 19 3.5.13 Whether Defendants violated RCW 49.52.050 as to Plaintiffs and the Class;
- 20 3.5.14 Whether Defendants are liable to Plaintiffs and the Class pursuant to RCW
21 49.52.070;
- 22 3.5.15 Whether Defendants violated WAC 296-128-010 as to Plaintiffs and the Class;
- 23 3.5.16 Whether Defendants violated WAC 296-126-040 as to Plaintiffs and the Class;
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1 3.5.17 Whether Defendants violated WAC 296-126-092 as to Plaintiffs and the Class;

2 3.5.18 Whether Defendants violated WAC 296-128-020 as to Plaintiffs and the Class; and

3 3.5.19 The nature and extent of class-wide injury and the measure of compensation for such
4 injury.

5 3.6 Class action treatment is superior to the alternatives for the fair and efficient
6 adjudication of the controversy alleged herein. Such treatment will permit many similarly-
7 situated persons to prosecute their modest, purely economic, common claims in a single forum
8 simultaneously, efficiently, and without duplication of effort and expense that numerous
9 individual actions would entail. No difficulties are likely to be encountered in the management
10 of this class action that would preclude its maintenance as a class action, and no superior
11 alternative exists for the fair and efficient adjudication of this controversy. The Class is readily-
12 identifiable from Defendants' records.

13
14 3.7 A class action is superior to other available methods for the fair and efficient adjudication
15 of this controversy since joinder of all matters is impractical. Furthermore, the amounts at stake
16 for many of the class members, while substantial to them, are not great enough to hire an
17 attorney to prosecute individual suits against Defendants.

18 3.8 Defendants have acted on grounds generally applicable to Plaintiffs and the entire Class,
19 thereby making a final relief appropriate with respect to the Class as a whole. Prosecution of
20 separate actions by individual members of the Class would create a risk of inconsistent or
21 varying adjudications with respect to individual members of the Class that would establish
22 incompatible standards of conduct for Defendants.

23
24 3.9 Without a class action, Defendants will likely continue its course of illegal action which
25 will cause further damage to the Class.

1 **IV. SUMMARY OF CLASS ACTION FACTUAL ALLEGATIONS**

2 4.1 The Corporate Defendants jointly employ the Class of non-managerial employees. The
3 two companies maintain separate facilities, but share personnel, ownership, management, and
4 payroll. Plaintiff(s) and Class members perform the same or similar work for both
5 facilities/Corporate Defendants, but they were paid as if they worked for one or the other
6 Corporate Defendant.

7 4.2 Beginning at a date currently unknown to Plaintiffs, but at least as early as August 2015,
8 Defendants committed, and continue to commit, acts of wage abuse against their employees,
9 including, but not limited to, forcing or permitting Plaintiffs and Class members to work and
10 failing to pay Plaintiffs and the Class their wages due and owing, including wages for missed
11 breaks, off-the-clock work, and overtime worked.

12 4.3 Plaintiffs and the Class are non-managerial employees who have worked for Defendants.

13 4.4 Plaintiffs and the Class frequently worked more than forty (40) hours per week, but
14 Defendants failed to pay time and one half for work beyond forty (40) hours per week. During
15 the class period, Defendants failed to pay Plaintiffs and the Class overtime compensation
16 required by law.

17 4.5 Defendants failed to pay Plaintiffs and the Class for other time they worked as
18 employees. For example, Defendants failed to pay Plaintiffs and the Class for work performed,
19 including, but limited to, work performed but not recorded.

20 4.6 Defendants also violated the above-identified laws and regulations by not providing
21 and/or paying Plaintiffs and the Class for rest break periods of ten minutes for every four hours
22 worked by Plaintiffs and the Class. Defendants failed to schedule rest breaks for Plaintiffs and
23 the Class and ensure that such rest breaks were taken.
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1 4.7 Defendants also violated the above-identified laws and regulations by not providing
2 and/or paying Plaintiffs and the Class for meal break periods of thirty minutes for every five
3 hours worked by Plaintiffs and the Class. Defendants failed to provide uninterrupted meal breaks
4 for Plaintiffs and the Class and ensure that such meal breaks were taken. Moreover, Defendants
5 failed to obtain valid waivers from Plaintiffs and the Class when they worked through their meal
6 breaks.

7 4.8 Upon information and belief, Defendants failed to maintain records of the hours that
8 Plaintiffs and the Class worked. Upon information and belief, Defendants failed to maintain
9 required payroll records, including records of the amounts that Plaintiffs and the Class were
10 owed.
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12 4.9 Upon information and belief, Defendants required Plaintiffs and the Class to create and
13 submit false time records, which were used to deprive Plaintiffs and the Class of wages.

14 4.10 Defendants willfully failed to pay Plaintiffs and the Class wages promised and earned.

15 **V. SUMMARY OF ADDITIONAL FACTUAL ALLEGATIONS FOR CLASS**
16 **CLAIMS AS WELL AS PLAINTIFFS WORLEY'S AND HAMRY'S INDIVIDUAL**
17 **CLAIMS**

18 5.1 Mr. Worley was hired as a yard worker at Pacific Rim Handling, doing business as
19 Rusty Rack Guys on November 23, 2016. Mr. Worley started working the day he was hired.
20 Pacific Rim Handling and Rusty Rack are corporate aliases and/or wholly owned subsidiaries of
21 Defendant Cedar Recycling. The Corporate Defendants jointly employed Mr. Worley. The two
22 companies maintain separate facilities, but Plaintiff worked at both facilities, performing
23 substantially similar work duties. He was also supervised by the same personnel and his pay did
24 not differentiate between his work at either facility.
25

1 5.2 Mr. Hamry was hired by Valley Recycling as a metal purchaser employee from
2 approximately August 2014 to April 2015 and again from March to June 2016. He primarily
3 worked at the Valley Recycling location, but also worked on occasion at the Rusty Rack Guys
4 location as directed by Defendant Gilleland. The Corporate Defendants jointly employed Mr.
5 Hamry. Valley Recycling paid Mr. Hamry for the work he performed at the Rusty Rack Guys
6 location. Defendant Gilleland supervised Mr. Hamry when he worked at either location.

7
8 5.3 Just like the other Class members, Mr. Worley worked at both Cedar Recycling and
9 Valley Recycling, although his paychecks appear to only originate from Cedar Recycling.

10 5.4 Likewise, Mr. Hamry worked at both Cedar Recycling and Valley Recycling, although
11 his paychecks appear to only originate from Valley Recycling.

12 5.5 While working at Corporate Defendants, Mr. Worley earned an hourly wage of \$14.00
13 per hour.

14 5.6 While working at Corporate Defendants during the Class Period, Mr. Hamry earned an
15 hourly wage of \$14 - \$15 per hour.

16 5.7 Defendants did not pay Mr. Worley for his hours worked during November 23, 2016 –
17 November 26, 2016.

18 5.8 For Mr. Hamry and other members of the Class, Defendants required or expected them
19 to show up 15 minutes early for work, however, this was not reflected on their timesheets.
20 Instead, they were directed to fill out their timesheets to show they worked from 9 am to 5 pm,
21 even when they started working at 8:45 am and/or worked after 5 pm. Despite the fact that Class
22 members routinely worked more for Defendants beyond 9 am to 5 pm per day, this was not
23 reflected on the timesheets as per Defendants' direction. This resulted in Defendants failing to
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1 pay Plaintiffs and Class members for all hours worked, instead Defendants would frequently
2 pay Plaintiffs and Class members for just forty hours as reflected on the false timesheets.

3 5.9 Just like other Class members, Plaintiffs frequently worked in excess of forty hours per
4 week. The first time Mr. Worley filled out and presented his weekly timesheet to Defendants
5 showing that he was worked in excess of forty hours, a Cedar Recycling agent had Mr. Worley
6 fill out another timesheet that falsely stated he had only worked forty hours that week.
7 Defendant Gilleland then paid the excess work hours over forty, or a portion thereof, to Mr.
8 Worley in cash at his regular rate of \$14 per hour. Defendant Gilleland failed to pay Mr. Worley
9 his overtime rate for the hours he worked in excess of forty that week. Likewise, when Mr.
10 Hamry wanted to be paid for any work beyond forty hours per week, he would approach Mr.
11 Gilleland who would pay Mr. Hamry in cash at his regular hourly rate for the additional work
12 requested. Upon information and belief, this practice of Defendants was common to the Class.

14 5.10 Thereafter, whenever Mr. Worley worked in excess of forty hours per week, he was
15 required to fill out a false timesheet that showed he had only worked forty hours that week.
16 Plaintiff does not know what happened to the accurate timesheets, but, on information and
17 belief, Defendants have destroyed these timesheets. Defendants paid Mr. Worley in cash at \$14
18 per hour for the work he performed in excess of forty hours per week. This happened frequently
19 during Mr. Worley's employment at Defendants. Sometimes, Defendants failed to pay Mr.
20 Worley any wages for his work in excess of forty hours per week.

22 5.11 Similarly, if Mr. Hamry wanted to be paid for overtime work, he also had to fill out a
23 separate timesheet in addition to the standard false timesheet, and Mr. Gilleland would pay him
24 cash at his regular hourly rate for the overtime hours recorded. However, just like Mr. Worley,
25

1 sometimes Mr. Hamry would only be paid a portion or not at all for his overtime work. Upon
2 information and belief, this practice of Defendants was common to the Class.

3 5.12 In addition, Defendants frequently failed to furnish or encourage Mr. Worley and Mr.
4 Hamry to take a ten-minute rest break for every four hours of work. Indeed, Defendants did not
5 permit them to take such breaks and Defendants failed to pay them for these missed rest breaks.
6 Upon information and belief, this practice of Defendants was common to the Class.

7 5.13 Defendants frequently failed to furnish or encourage Mr. Worley and Mr. Hamry to take
8 a thirty-minute meal break for every five hours of work. For Mr. Hamry, he was frequently
9 unable to take such meal breaks, yet Defendants failed to pay him for those thirty minutes. For
10 Mr. Worley, he frequently did not take meal breaks, but Defendants did not obtain a valid
11 waiver from him that would allow him to lawfully work through such breaks. Upon information
12 and belief, these practices of Defendants were common to the Class.

13 5.14 Mr. Worley's employment at Cedar Recycling ended on April 17, 2017, the last day
14 worked being April 17, 2017.

15 5.15 Defendants did not pay Mr. Worley for wages earned in the pay period April 10, 2017,
16 to April 17, 2017, by the end of the next pay period.

17 5.16 Mr. Hamry terminated his employment with Defendants in June 2016. Just like Mr.
18 Worley's experience, Defendants failed to pay Mr. Hamry for the work he performed prior to
19 his termination after his prior paycheck. Defendants have failed to pay Mr. Hamry for such
20 work to this date.

21 5.17 Defendants willfully failed to timely pay Plaintiffs all their wages earned, including
22 unpaid overtime and unpaid rest and meal breaks, prior to and after their termination. Upon
23 information and belief, this practice of Defendants was common to the Class.
24
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1 5.18 On May 16, 2017, Mr. Worley filed a Worker Rights Complaint with the Washington
2 State Department of Labor & Industries (“LNI”) alleging that Defendant Cedar Recycling failed
3 to deliver his final paycheck. Thereafter, LNI investigated Mr. Worley’s complaint and notified
4 Defendant Cedar Recycling of the investigation. Defendant Cedar Recycling was intransigent
5 and refused to deliver Mr. Worley’s final paycheck.

6 5.19 Mr. Worley filed this lawsuit before Defendant finally tendered his final paycheck,
7 which did not pay him for all work performed.

8
9 **VI. FIRST CLAIM FOR RELIEF**
10 **(Minimum Wage Act: RCW 49.46 *et seq.*)**
11 ***On Behalf of Plaintiffs and the Class***

12 6.1 Plaintiffs and the Class reallege and incorporate by reference each and every allegation
13 set forth in the preceding paragraphs.

14 6.2 Under RCW 49.46.090, employers must pay employees all wages to which they are
15 entitled under the Washington Minimum Wage Act (“WMWA”), RCW 49.46 *et seq.* If the
16 employer fails to do so, RCW 49.46.090 requires that the employer pay the employees the full
17 amount of the statutory minimum wage rate less any amount actually paid to the employees.

18 6.3 RCW 49.46.130 provides that no employer shall employ any employee for a workweek
19 longer than 40 hours unless the employee receives compensation for his or her employment in
20 excess of the hours above specified at a rate not less than one and one-half the regular rate at
21 which he or she is employed. Defendants failed to pay the required overtime rate to Plaintiff and
22 Class members during the class period.

23 6.4 Defendants failed to pay Plaintiffs and Class members for all time worked.

24 6.5 By the actions alleged above, Defendants violated the provisions of RCW 49.46.090 and
25 RCW 49.46.130 by failing to pay all wages earned to Plaintiffs and the Class for some of the

1 time they worked, including but not limited to, any and all work they performed beyond 40
2 hours per week. Defendants failed to pay Plaintiffs and the Class at all for certain hours worked.

3 6.6 Defendants also violated the WMWA by not allowing and/or paying Plaintiffs and the
4 Class for mandated rest and meal break periods. Defendants engaged in a common course of
5 conduct by permitting and/or encouraging Plaintiffs and the Class members to work during
6 mandated break periods and failing to pay them for such work.

7 6.7 Defendants engaged in a common course of conduct by failing to ensure that Plaintiffs
8 and Class members have taken the rest and rest breaks to which they are entitled. Defendants
9 failed to schedule their breaks.

10 6.8 Defendants engaged in a common course of conduct of failing to provide Plaintiffs and
11 Class members with ten minutes of additional pay for each missed rest break and thirty minutes
12 of additional pay for each missed meal break.

13 6.9 Defendants have had actual or constructive knowledge of the above facts.

14 6.10 By the actions alleged above, Defendants violated the provisions of RCW 49.46 *et seq.*

15 6.11 As a result of Defendants' unlawful acts, Plaintiffs and the Class have been deprived of
16 compensation in amounts to be determined at trial, and pursuant to RCW 49.46 are entitled to
17 recover such amounts, including interest thereon, attorneys' fees, and costs.
18

19
20 **VII. SECOND CLAIM FOR RELIEF**
(Missed and Unpaid Rest Breaks: RCW 49.12 *et seq.*)
On Behalf of Plaintiffs and the Class

21 7.1 Plaintiffs and the Class reallege and incorporate by reference each and every allegation
22 set forth in the preceding paragraphs as though set forth in full herein.

23 7.2 RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands that all
24 employees be protected from conditions of labor which have a pernicious effect on their health.
25

1 The state of Washington, therefore, exercising herein its police and sovereign power declares
2 that inadequate wages and unsanitary conditions of labor exert such pernicious effect.”

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

6 7.4 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” means and
7 includes “the conditions of rest . . . periods for employees.”

8 7.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest periods
9 during their shifts.

10 7.6 By the actions alleged above, Defendants have violated the provisions of RCW
11 49.12.020 and WAC 296-126-092.

12 7.7 As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
13 deprived of compensation in amounts to be determined at trial, and Plaintiff is entitled to the
14 recovery of such damages, including interest thereon, attorneys’ fees under RCW 49.48.030,
15 and costs.

16
17 **VIII. THIRD CLAIM OF RELIEF**

18 **(Violations of RCW 49.12.020 and WAC 296-126-092—**
19 **Failure to Provide and Obtain Valid Waivers of Meal Periods)**
20 ***On Behalf of Plaintiffs and the Class***

21 8.1 Plaintiffs and the Class reallege and incorporate by reference each and every allegation set
22 forth in the preceding paragraphs.

23 8.2 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any industry
24 or occupation within the state of Washington under conditions of labor detrimental to their health.”

1 8.3 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and includes
2 the conditions of rest and meal periods” for employees.

3 8.4 WAC 296-126-092 provides that employees shall be allowed certain meal periods during
4 their shifts, and the meal periods shall be on the employer’s time when the employee is required by
5 the employer to remain on duty on the premises or at a prescribed work site in the interest of the
6 employer.

7 8.5 Under Washington law, Defendants have an obligation to provide employees with the meal
8 breaks to which they are entitled.

9 8.6 Under Washington law, Defendants have an obligation to ensure that employees take the
10 meal breaks to which they are entitled.

11 8.7 Under Washington law, Defendants have an obligation to keep records of missed meal
12 breaks.

13 8.8 Under Washington law, Defendants have an obligation to provide employees with thirty
14 minutes of additional pay for each missed meal break.

15 8.9 Under Washington law, employees may only waive their right to a meal break when it is
16 knowing and voluntary. Defendants failed to obtain such waivers from Plaintiffs and the Class.

17 8.10 By the actions alleged above, Defendants have violated the provisions of RCW 49.12.020
18 and WAC 296-126-092.

19 8.11 As a result of the unlawful acts of Defendants, Plaintiffs and members of the Class have been
20 deprived of compensation in amounts to be determined at trial, and Plaintiffs and members of the
21 Class are entitled to the recovery of such damages, including interest thereon, attorneys’ fees under
22 RCW 49.48.030, and costs.
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1 **IX. FOURTH CLAIM FOR RELIEF**
2 **(Unpaid Wages on Termination: RCW 49.48 et seq.)**
3 ***On Behalf of Plaintiffs and the Class***

4 9.1 Plaintiffs and the Class reallege and incorporate by reference each and every allegation
5 set forth in the preceding paragraphs.

6 9.2 RCW 49.48.010 provides that “when any employee shall cease to work for an employer,
7 whether by discharge or by voluntary withdrawal, the wages due him on account of his
8 employment shall be paid to him at the end of the established pay period.” The statute further
9 states that it shall be unlawful for “any employer to withhold or divert any portion of an
10 employee’s wages.”

11 9.3 By the actions alleged above, Defendants violated the provisions of RCW 49.48.010.

12 9.4 Defendants has had actual or constructive knowledge of the above facts.

13 9.5 As a result of Defendants’ unlawful acts, Plaintiffs and the Class have been deprived of
14 compensation in amounts to be determined at trial, and pursuant to RCW 49.48.030 are entitled
15 to recover of such amounts, including interest thereon, attorneys’ fees, and costs.

16 **X. FIFTH CLAIM FOR RELIEF**
17 **(Willful Refusal to Pay Wages: RCW 49.52.050)**
18 ***On Behalf of Plaintiffs and the Class***

19 10.1 Plaintiffs and the Class reallege and incorporate by reference each and every allegation
20 set forth in the preceding paragraphs.

21 10.2 RCW 49.52.050(2) provides that any employer who “willfully and with intent to deprive
22 the employee of any part of his wages, pays any employee a lower wage than the wage such
23 employer is obligated to pay such employee by any statute, ordinance, or contract” is guilty of a
24 misdemeanor.
25

1 10.3 RCW 49.52.070 provides that any employer who violates the foregoing statute shall be
2 liable in a civil action for twice the amount of wages withheld, together with costs of suit and
3 reasonable attorney fees.

4 10.4 Defendants' alleged unlawful actions against Plaintiffs and the Class, as set forth above,
5 were committed willfully and with intent to deprive Plaintiff and the Class of part of their
6 wages.

7 10.5 As such, based on the above allegations, Defendants violated the provisions of RCW
8 49.52.050.

9 10.6 As a result of Defendants' unlawful acts, Plaintiffs and the Class have been deprived of
10 compensation in amounts to be determined at trial, and pursuant to RCW 49.52.070 are entitled
11 to recovery of twice such amounts, including interest thereon, attorneys' fees, and costs.
12

13 **XI. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, having asserted claims for relief now prays for judgment
15 against Defendants as follows:

16 11.1 Certification of the proposed Class;

17 11.2 A declaration that Defendants are financially responsible for notifying all Class
18 members of Defendants' wage and hour violations;

19 11.3 Appointment of Plaintiffs Travis Worley and Andrew Hamry as Class Representatives;

20 11.4 Appointment of the undersigned counsel as Class Counsel;

21 11.5 Declare that the actions complained of herein violate Washington law and administrative
22 codes;

23 11.6 That Plaintiffs and the Class recover compensatory and exemplary damages, reasonable
24 attorneys' fees, and litigation costs in an amount determined by the Court;
25

1 11.7 Award prejudgment and post-judgment interest to Plaintiffs and the Class as provided by
2 law;

3 11.8 That the Court award such other and further relief it deems just and equitable.

4 Dated this 3rd day of October, 2019.

5
6 *s/ Daniel Cairns*

7 Daniel Cairns, WSBA No. 49950

8 Gregory Wolk, WSBA No. 28946

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