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

JOSEPH HENDERSON, on his own behalf and  
on the behalf of all others similarly situated,

Plaintiff,

v.

CAFFÈ VITA, INC., a Washington Corporation;  
and MICHAEL MCCONNELL and JANE/JOHN  
DOE MCCONNELL and the marital community  
thereof;

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 his  
counsel, for his Complaint against Defendant hereby states and alleges as follows:

**I. NATURE OF THE ACTION**

**1.** Defendant CAFFÈ VITA, INC. ("Caffe Vita") is in the business of roasting, distributing, and  
selling coffee, as well as selling other food and beverages in King County, including in the City of  
Seattle. Defendant MICHAEL MCCONNELL ("Mr. McConnell" or "McConnell") is the Chief  
Executive Officer ("CEO") and owner of Defendant Caffe Vita and is responsible for the payment



1 obtained the benefits of the City of Seattle retail and labor markets.

2 **9.** There is no CAFA jurisdiction. Federal jurisdiction is inappropriate under the Class Action  
3 Fairness Act, 28 U.S.C. § 1332(d)(4)(A), because more than two-thirds of the members of the  
4 proposed plaintiff class in the aggregate are citizens of Washington; Defendant is a party from whom  
5 significant relief is sought by members of the plaintiff class; the alleged conduct of Defendant forms  
6 a significant basis for the claims asserted by the proposed plaintiff class; Defendant is a citizen of  
7 Washington; the principal injuries resulting from the alleged conduct were incurred in Washington;  
8 and, during the three-year period preceding the filing of this action, no other class action has been  
9 filed asserting same or similar factual allegations against the Defendant on behalf of the same or  
10 other persons. Alternatively, federal jurisdiction is inappropriate under the Class Action Fairness  
11 Act, 28 U.S.C. § 1332 (d)(4)(B), because two-thirds or more of the members of all proposed plaintiff  
12 classes in the aggregate, and Defendants, are citizens of the state of Washington.  
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### 15 **III. PARTIES**

16 **10.** Defendant Caffè Vita is a Washington corporation, registered in the State of Washington,  
17 and it maintains a business license in the City of Seattle. Caffè Vita has obtained the benefits of the  
18 laws of the State of Washington and the Washington retail and labor markets. It has also obtained  
19 the benefits of the City of Seattle retail and labor markets.  
20

21 **11.** Defendant McConnell is an owner and CEO of Caffè Vita, which employed Plaintiff and the  
22 proposed Class members in the City of Seattle, King County, and Washington State during the  
23 relevant period, as set forth below. On information and belief, Mr. McConnell was an “employer”  
24 of Plaintiff and the proposed Class as defined by the wage laws at issue here.  
25

26 **12.** On information and belief, all of Defendant McConnell’s alleged acts were done in pursuit  
of financial gain, or livelihood, for himself individually and on behalf of and for the benefit of his

1 marital community.

2 **13.** Named Plaintiff Joseph Henderson (“Mr. Henderson” or “Henderson”) is a resident of the  
3 State of Washington and has been an hourly-paid barista employee of Defendants working in the  
4 City of Seattle and King County since approximately January 2016. Mr. Henderson routinely worked  
5 for Defendants in the City of Seattle more than two hours per week.  
6

7 **IV. CLASS ACTION ALLEGATIONS**

8 **14.** Plaintiff and the proposed Class reallege and incorporate by reference each and every  
9 allegation set forth in the preceding paragraphs.

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

12 All current and former non-managerial hourly employees of Caffe Vita within King County  
13 at any time since October 18, 2016 whose primary job duties include preparing and/or selling  
14 coffee, food, and other beverages to Defendants’ customers.

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

19 **16.** Plaintiff believes there are least 40 current and former employees in the proposed Class.

20 **17.** Plaintiff’s claims are typical of the claims of the members of the proposed Class because he  
21 is a non-managerial hourly employee who has worked for Caffe Vita as a barista whose primary job  
22 duties are to prepare and sell coffee, food, and other beverages to Defendant’s customers, and who,  
23 like the members of the proposed Class, sustained damages arising out of Defendant’s failure to pay  
24 wages for missed rest breaks.  
25

26 **18.** Plaintiff will fairly and adequately protect the interests of the proposed Class members.

Plaintiff has retained counsel who are competent and experienced in complex and class action

1 litigation, including employment law.

2 **19.** Common questions of law and fact exist as to Plaintiff and all members of the proposed Class  
3 and predominate over any questions solely affecting individual members of the proposed Class.

4 Among the questions of law and fact common to proposed Plaintiff and the Class are:

5 **a.** Whether Defendants engaged in a common course of failing to provide Plaintiff and the  
6 proposed Class with a 10-minute rest break for every four hours of work;

7 **b.** Whether Defendants failed to provide Plaintiff and the proposed Class with a method to  
8 report missed rest breaks;

9 **c.** Whether Defendants failed to pay Plaintiff and the proposed Class for missed rest breaks,  
10 whether reported or not;

11 **d.** Whether Defendants failed to pay Plaintiff and the proposed Class for the work  
12 Defendant permitted them to perform;

13 **e.** Whether Defendants failed to properly compensate Plaintiff and the proposed Class for  
14 all hours worked;

15 **f.** Whether Defendants have engaged in a common course of failing to pay Plaintiff and the  
16 proposed Class all overtime compensation to which they are entitled;

17 **g.** Whether Defendant violated RCW 49.12 *et seq.* as to Plaintiff and the proposed Class;

18 **h.** Whether Defendant violated RCW 49.46.090 as to Plaintiff and the proposed Class;

19 **i.** Whether Defendant violated RCW 49.46.130 as to Plaintiff and the proposed Class;

20 **j.** Whether Defendant violated RCW 49.52.050 as to Plaintiff and the proposed Class;

21 **k.** Whether Defendant violated WAC 296-126-092 as to Plaintiff and the proposed Class;

22 **l.** Whether Defendant violated WAC 296-126-040 as to Plaintiff and the proposed Class;

23 **m.** Whether Defendant violated WAC 296-128-010 as to Plaintiff and the proposed Class;

- 1           **n.** Whether Defendant violated WAC 296-128-020 as to Plaintiff and the proposed Class;
- 2           **o.** Whether Defendants violated SMC 14.19 *et seq.* and 14.20 *et seq.* as to Plaintiffs and the
- 3 proposed Class; and
- 4           **p.** The nature and extent of class-wide injury and the measure of compensation for such
- 5 injury.
- 6

7           **20.** Class action treatment is superior to the alternatives for the fair and efficient adjudication of

8 the controversy alleged herein. Class action treatment will permit a large number of similarly-

9 situated persons to prosecute their modest, purely economic, common claims in a single forum

10 simultaneously, efficiently, and without duplication of effort and expense that numerous individual

11 actions would entail. No difficulties are likely to be encountered in the management of this class

12 action that would preclude its maintenance as a class action, and no superior alternative exists for the

13 fair and efficient adjudication of this controversy. The proposed Class is readily identifiable from

14 Defendants' records.

15

16           **21.** Defendants have acted on grounds generally applicable to the entire proposed Class, thereby

17 making a final injunctive relief or corresponding declaratory relief appropriate with respect to the

18 proposed Class as a whole. Prosecution of separate actions by individual members of the proposed

19 Class would create a risk of inconsistent or varying adjudications with respect to individual members

20 of the proposed Class that would establish incompatible standards of conduct for Defendants.

21

22           **22.** A class action is superior to other available methods for the fair and efficient adjudication of

23 this controversy since joinder of all matters is impractical. Furthermore, the amounts at stake for

24 many of the proposed Class, while substantial to them, are not great enough to hire an attorney to

25 prosecute individual suits against Defendants.

26

**23.** Without a class action, Defendants will likely continue its course of illegal action which will

1 cause further damage to Plaintiff and the proposed Class.

2 **V. SUMMARY OF CLASS ACTION FACTUAL ALLEGATIONS**

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

5 **25.** Beginning at a date currently unknown to Plaintiff, but at least as early as October 2016,  
6 Defendants committed, and continue to commit, acts of wage abuse against its employees, including,  
7 but not limited to, forcing or permitting Plaintiff and the proposed Class to work through their  
8 mandated rest breaks and failing to pay Plaintiff and the proposed Class their wages due and owing.

9 **26.** Defendants violated the above-identified laws and regulations by not paying Plaintiff and the  
10 proposed Class for rest break periods. Defendants have failed to schedule rest breaks for Plaintiffs  
11 and the proposed Class. Defendants have failed to ensure that Plaintiff and the proposed Class can  
12 report missed rest breaks.  
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15 **VI. FIRST CLAIM FOR RELIEF**  
16 **(Violations of RCW 49.12.020 and WAC 296-126-092—**  
17 **Failure to Provide Rest Periods)**  
18 ***On Behalf of Plaintiffs and the Class***

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

23 **28.** 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.”

25 **29.** Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and includes  
26 the conditions of rest and meal periods” for employees.

1       **30.** WAC 296-126-092 provides that employees shall be allowed certain paid rest periods during  
2 their shifts.

3       **31.** Under Washington law, Defendants have an obligation to provide employees with the rest  
4 breaks to which they are entitled.

5       **32.** Under Washington law, Defendants have an obligation to ensure that employees take the rest  
6 breaks to which they are entitled.

7       **33.** Under Washington law, Defendants have an obligation to keep records of missed rest and  
8 breaks.

9       **34.** Under Washington law, Defendants have an obligation to provide employees with 10  
10 minutes of additional pay for each missed rest break.

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

13       **36.** As a result of the unlawful acts of Defendants, Plaintiffs and members of the Class have been  
14 deprived of compensation in amounts to be determined at trial, and Plaintiffs and members of the  
15 proposed Class are entitled to the recovery of such damages, including interest thereon, attorneys'  
16 fees under RCW 49.48.030, and costs.

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19                   **VII. SECOND CLAIM FOR RELIEF**  
20                   **(Minimum Wage Act: RCW 49.46 *et seq.*; Seattle Municipal Code**  
21                   **("SMC") 14.19 *et seq.*, & SMC 14.20 *et seq.*)**  
22                   ***On Behalf of Plaintiff and the Class***

23       **37.** Plaintiff and the proposed Class reallege and incorporate by reference each and every  
24 allegation set forth in the preceding paragraphs.

25       **38.** Under RCW 49.46.090, employers must pay employees all wages to which they are entitled  
26 under the Washington Minimum Wage Act ("WMWA"), RCW 49.46 *et seq.* If the employer fails  
to do so, RCW 49.46.090 requires that the employer pay the employees the full amount of the

1 statutory minimum wage rate less any amount actually paid to the employees.

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

6  
7 **40.** SMC 14.19.035 provides for a minimum wage for employees of employers that employ 500  
8 or fewer employees who perform more than two hours of work within the City of Seattle during a  
9 two-week period.

10 **41.** Under SMC 14.20.020, an employer shall pay all compensation owed to an employee by  
11 reason of employment on an established regular pay day at no longer than monthly payment  
12 intervals.

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14 **42.** Defendants failed to pay Plaintiff and the proposed Class for all time worked. Defendants  
15 engaged in a common course of conduct of failing to provide Plaintiff and the proposed Class with  
16 10 minutes of additional pay for each missed rest break.

17 **43.** By the actions alleged above, Defendants violated the provisions of RCW 49.46.090, RCW  
18 49.46.130, and SMC 14.19 *et seq.* and 14.20 *et seq.* by failing to pay wages to Plaintiff and the  
19 proposed Class for all the time they worked, including but not limited to missed rest breaks, including  
20 when the missed breaks occurred during workweeks when Plaintiff and the proposed Class worked  
21 in excess of 40 hours that week.

22  
23 **44.** Defendant violated the WMWA by not allowing and/or paying Plaintiff and the proposed  
24 Class for mandated break periods. Defendants engaged in a common course of conduct by permitting  
25 and/or encouraging Plaintiff and the proposed Class members to work during mandated meal and/or  
26 rest periods.



1 49.52.050.

2 **54.** Because of Defendants' unlawful acts, Plaintiff and the proposed Class have been deprived  
3 of compensation in amounts to be determined at trial, and pursuant to RCW 49.52.070 are entitled  
4 to recovery exemplary damages of twice such amount of unpaid compensation, including interest  
5 thereon, attorney fees, and costs.  
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7 **XIII. PRAYER FOR RELIEF**

8 Wherefore, Plaintiff, on his own behalf and on behalf of the members of the proposed Class,  
9 pray for judgment against the Defendants as follows:

10 **A.** Certification of the proposed Class;

11 **B.** A declaration that Defendants are financially responsible for notifying all Class members of  
12 its wage and hour violations;

13 **C.** Appoint Plaintiff Joseph Henderson as Class representative;

14 **D.** Appoint the undersigned counsel as Class counsel;

15 **E.** Declare that the actions complained of herein violate Washington law, administrative codes,  
16 and Seattle City Ordinance;

17 **F.** Award Plaintiff and the Class compensatory, exemplary, and liquidated damages;

18 **G.** Enjoin Defendants and their officers, agents, successors, employees, representatives, and any  
19 and all persons acting in concert with them, as provided by law, from engaging in each of the  
20 unlawful practices, patterns, and policies set forth herein;  
21

22 **H.** Award Plaintiff and the Class attorney fees and costs, as allowed by law;

23 **I.** Award Plaintiff and the Class pre-judgment and post-judgment interest, as provided by law;  
24 and,  
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26 **J.** Grant such other and further relief as this Court deems necessary.

1 DATED this 17<sup>th</sup> day of October, 2019.

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