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

8 KRISTA BELLE and DEVIN MAGGARD, on
9 their own behalf and on the behalf of all others
10 similarly situated,

11 Plaintiff,

12 v.

13 PPC SOLUTIONS, INC., a Washington
14 Corporation; d/b/a PHOENIX PROTECTIVE
15 CORPORATION; JAGRUT SHAH, individually
16 and/or the marital community composed of
17 JAGRUT SHAH and JANE DOE SHAH; and
18 SHEILA LESLIE, individually and/or the marital
community composed of SHEILA LESLIE and
JOHN DOE LESLIE,

19 Defendant.

CLASS ACTION

NO.

COMPLAINT FOR DAMAGES

JURY TRIAL REQUESTED

20
21 Plaintiffs Krista Belle and Devin Maggard (“Plaintiffs”) bring this action on their own
22 behalf and on behalf of all others similarly situated, hereby state and allege as follows:

23 **I. INTRODUCTION**

24 1.1 Nature of Action. Plaintiffs bring this class action against Defendants PPC SOLUTIONS,
25 INC., JAGRUT SHAH, and SHEILA LESLIE (collectively "Defendants"). Defendants operate
26 a security company that provides clients with security guards, loss prevention, and investigative

1 services. Plaintiffs allege Defendants have engaged in a systematic scheme of wage and hour
2 abuse against hourly, security guard employees in Washington. These abuses include unlawful
3 deductions, willfully failing to provide security officer employees with the rest breaks to which
4 they are entitled, willfully failing to provide security officer employees with the meal breaks to
5 which they are entitled, willfully failing to ensure that security guard employees take the rest
6 breaks to which they are entitled, and willfully failing to ensure that security guard employees
7 take the meal breaks to which they are entitled.

8 Defendants also failed to pay hourly employees for all time worked, including overtime.
9 Defendants failed to pay employees for all wages earned by retroactively changing wage rates of
10 employees, after the work was performed. And finally, Defendants failed to pay the proper
11 prevailing wage rate and paid safe and sick time (“PSST”) to its employees as required by Seattle
12 and Washington laws.

13 **II. JURISDICTION AND VENUE**

14 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Defendant PPC Solutions, Inc.
15 (“PPC”) is incorporated in Washington, and conducts business in Washington, including within
16 Seattle, Washington.

17 2.2 Venue. RCW 4.12.025 provides “the residence of a corporation defendant shall
18 be deemed to be in any county where the corporation: (a) Transacts business; (b) has an office
19 for the transaction of business; (c) transacted business at the time the cause of action arose; or
20 (d) where any person resides upon whom process may be served upon the corporation.” Venue
21 is proper in King County because Defendants operate and transact business in Seattle,
22 Washington, located in King County Washington.

23 2.3 Governing Law. The claims asserted on behalf of Plaintiffs and Class members
24 in this complaint are brought solely under state law causes of action and are governed exclusively
25 by Washington.
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III. PARTIES

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2 3.1 Plaintiff Krista Belle. Plaintiff Belle worked as a security officer employee for Defendants
3 from approximately June 2017 to July 2019. During the duration of her employment, Plaintiff
4 Belle was a resident of Washington. Plaintiff Belle performed work for Defendants in
5 Washington State. She also performed work in Spokane, Washington.

6 3.2 Plaintiff Devin Maggard. Plaintiff Maggard worked as a security officer employee
7 for Defendants from approximately February 2016 to July 2018. During the duration of his
8 employment, Plaintiff Maggard was a resident of Washington. Plaintiff Maggard performed work
9 for Defendants in Washington State. He also performed work in Seattle, Washington

10 3.3 Defendant PPC Solutions, Inc. Defendant PPC, Inc. is a Washington Corporation
11 doing business as Phoenix Protective Corporation (“PPC”) in Spokane, Washington. Defendant
12 PPC Solutions, Inc. is headquartered in Spokane, WA and has locations in Spokane Valley, WA;
13 Vancouver, WA; Yakima, WA; Auburn, WA; Montana; and Alaska. Defendant operates
14 throughout Washington State, including in King County Washington. Defendant has employed
15 Plaintiff and more than forty other security guard employees in the state of Washington and has
16 exercised control over how and when those employees were paid.

17 3.4 Defendant Jagrut Shah. Upon information and belief, Defendant Jagrut Shah is
18 the Vice President and/or Principal of PPC Solutions, Inc. Upon information and belief, all
19 actions taken by Defendant Shah were done in pursuit of financial gain, or livelihood, for himself
20 individually, and also on behalf of and for the benefit of his marital community.

21 3.5 Defendant Sheila Leslie. Upon information and belief, Defendant Sheila Leslie is
22 the Owner and President of PPC Solutions, Inc. Upon information and belief, all actions taken
23 by Defendant Leslie were done in pursuit of financial gain, or livelihood, for herself individually,
24 and also on behalf of and for the benefit of her marital community.

IV. CLASS ACTION ALLEGATIONS

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26 4.1 Class Definition: Under Civil Rule 23(a) and (b)(3), Plaintiffs bring this case as a

1 class action against Defendants on behalf of a Class defined as follows:

2 All persons who have worked as security guard or officer
3 employees for Defendants in Washington at any time from January
4 31, 2017 to the date of final disposition of this action.

5 Excluded from the Class are any entity in which Defendants have a controlling interest
6 or that has a controlling interest in Defendants, and Defendants' legal representatives, assignees,
7 and successors. Also excluded are the judge to whom this case is assigned and any member of
8 the judge's immediate family.

9 4.2 Numerosity. Plaintiffs believe that more than forty persons have worked as
10 security guard employees for Defendants in Washington during the proposed Class period. These
11 Class members are so numerous that joinder of them is impracticable. Moreover, the disposition
12 of the claims of the Class in a single action will provide substantial benefits to all parties and the
13 Court. Furthermore, Defendants operate throughout Washington State and hires employees in
14 many different cities through the state, including both in eastern Washington and western
15 Washington cities.

16 4.3 Commonality. There are numerous questions of law and fact common to
17 Plaintiffs and Class members. These questions include, but are not limited to, the following:

- 18 a. Whether Defendants have engaged in a common course of failing to
19 properly compensate Plaintiffs and Class members for all time worked;
- 20 b. Whether Defendants have engaged in a common course of making
21 unlawful deductions to the wages of Plaintiffs and Class members;
- 22 c. Whether Defendants have engaged in a common course of failing to
23 reimburse Plaintiffs and Class Members for business expenses;
- 24 d. Whether Defendants have engaged in a common course of failing to
25 provide and pay Plaintiffs and the Class members paid safe and sick time;
- 26 e. Whether Defendants have engaged in a common course of failing to pay
Plaintiffs and the Class members proper prevailing wage;

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- f. Whether Defendants have engaged in a common course of failing to keep true and accurate time records for all hours worked by Plaintiffs and Class members;
- g. Whether Defendants have engaged in a common course of failing to provide Plaintiffs and Class members with a ten-minute rest break for every four hours of work;
- h. Whether Defendants have engaged in a common course of requiring Plaintiffs and Class members to work more than three consecutive hours without a rest break;
- i. Whether Defendants have engaged in a common course of failing to ensure Plaintiffs and Class members have taken the rest breaks to which they are entitled;
- j. Whether Defendants have engaged in a common course of failing to pay Plaintiffs and Class members an additional ten minutes of compensation for each missed rest break;
- k. Whether Defendants have engaged in a common course of failing to provide Plaintiffs and Class members with a thirty-minute meal break for every five hours of work;
- l. Whether Defendants have engaged in a common course of failing to ensure that Plaintiffs and Class members have taken the meal breaks to which they are entitled;
- m. Whether Defendants have engaged in a common course of failing to pay Plaintiffs and Class members an additional thirty minutes of compensation for each missed meal break;
- n. Whether Defendants have violated RCW 49.12.020;
- o. Whether Defendants have violated WAC 296-126-092;

- 1 p. Whether Defendants have violated WAC 296-126-040;
2 q. Whether Defendants have violated WAC 296-128-010;
3 r. Whether Defendants have violated WAC 296-128-020;
4 s. Whether Defendants have violated RCW 49.46.090;
5 t. Whether Defendants have violated RCW 49.46.120;
6 u. Whether Defendants have violated RCW 49.46.210;
7
8 v. Whether Defendants have violated RCW 49.46.130;
9 w. Whether Defendants have violated RCW 49.48.010;
10 x. Whether Defendants have violated RCW 49.52.050;
11 y. Whether Defendants have violated RCW 49.52.060;
12 z. Whether Defendants have violated SMC 14.16 *et seq.*;
13 aa. Whether Defendants have violated SMC 14.19 *et seq.*;
14 bb. Whether Defendants have violated SMC 14.20 *et seq.*;
15 cc. The nature and extent of Class-wide injury and the measure of
16 compensation for such injury.

17 4.4 Typicality. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs have
18 performed work as security guards/officers for Defendants in Washington and thus are members
19 of the Class. Plaintiffs' claims, like the claims of the Class, arise out of the same common course
20 of conduct by Defendants and are based on the same legal and remedial theories.

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

1 4.6 Predominance. Defendants have engaged in a common course of wage and hour
2 abuse toward Plaintiffs and members of the Class. The common issues arising from this conduct
3 that affects Plaintiffs and members of the Class predominate over any individual issues.
4 Adjudication of these common issues in a single action has important and desirable advantages
5 of judicial economy.

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

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

15 5.1 Common Course of Conduct: Failure to Provide Proper Rest Breaks. Defendants have engaged
16 in a common course of willfully failing to provide Plaintiffs and Class members with a paid ten-
17 minute rest break for every four hours of work.

18 5.2 Defendants have engaged in a common course of willfully requiring or permitting
19 Plaintiffs and Class members to work more than three consecutive hours without a rest break.

20 5.3 Defendants have engaged in a common course of willfully failing to ensure
21 Plaintiffs and Class members have taken the rest breaks to which they are entitled.

22 5.4 Defendants have engaged in a common course of willfully failing to provide
23 Plaintiffs and Class members with a system in which to record missed rest breaks to which they
24 are entitled.

25 5.5 Defendants have engaged in a common course of failing to provide Plaintiffs and
26 Class members with ten minutes of additional pay for each missed rest break.

1 5.6 Defendants have had actual or constructive knowledge of the facts set forth in
2 Paragraphs 5.1 through 5.5.

3 5.7 **Common Course of Conduct**: Failure to Provide Proper Meal Breaks. Defendants
4 have engaged in a common course of willfully failing to provide Plaintiffs and Class members
5 with a thirty-minute meal break for every five hours of work.

6 5.8 Defendants have engaged in a common course of willfully requiring or permitting
7 Plaintiffs and Class members to work more than five consecutive hours without a meal break.

8 5.9 Defendants have engaged in a common course of willfully failing to ensure
9 Plaintiffs and Class members have taken the meal breaks to which they are entitled.

10 5.10 Defendants have engaged in a common course of willfully failing to provide
11 Plaintiffs and Class members a system in which to record missed meal breaks to which they are
12 entitled.

13 5.11 Defendants have engaged in a common course of willfully failing to provide
14 Plaintiffs and Class members with thirty minutes of additional pay for missed meal break.

15 5.12 Defendants have had actual or constructive knowledge of the facts set forth in
16 Paragraphs 5.7 through 5.11.

17 5.13 **Common Course of Conduct**: Unlawful Deductions. Defendants have engaged in
18 a common course of willfully making unlawful deductions from Plaintiffs and Class members'
19 wages.

20 5.14 Defendants have engaged in a common course of conduct of willfully making
21 unlawful deductions from pay, including but not limited to making deductions without first
22 agreeing upon orally or in writing by Plaintiffs or the Class member.

23 5.15 Defendants have engaged in a common course of conduct of making unlawful
24 deductions when they made deductions that were disadvantageous to Plaintiffs and were a benefit
25 to the Defendants.

1 5.16 Defendants have had actual or constructive knowledge of the facts set forth in
2 Paragraphs 5.13-5.15.

3 5.17 **Common Course of Conduct**: Failure to pay for all hours worked. Defendants
4 have engaged in a common course of conduct of willfully failing to pay Plaintiffs and the Class
5 members for all time worked.

6 5.18 Defendants have engaged in a common course of conduct of willfully failing to pay
7 Plaintiffs and Class members for all time worked, including time spent performing other work
8 off the clock.

9 5.19 Defendants have engaged in a common course of conduct of failing to pay Plaintiffs
10 and Class members for all time worked, including time spent working through meal and rest
11 breaks.

12 5.20 Defendants have had actual or constructive knowledge of the facts set forth in
13 Paragraphs 5.17-5.19.

14 5.21 **Common Course of Conduct**: Failure to pay all wages accrued at the time of
15 termination. Defendants have engaged in a common course of conduct of willfully failing to pay
16 Plaintiffs and Class members all wages accrued at termination.

17 5.22 Defendants have engaged in a common course of conduct by willfully
18 implementing an unlawful scheme of retroactively changing the pay rate of Plaintiffs and the
19 Class members after they had already completed the work at an agreed upon rate.

20 5.23 Defendants have engaged in a common course of conduct by paying Plaintiffs and
21 Class members less their agreed upon pay rate at the time of termination.

22 5.24 Defendants have had actual or constructive knowledge of the facts set forth in
23 Paragraphs 5.21-5.23.

24 5.25 **Common Course of Conduct**: Failure to pay prevailing minimum wage.
25 Defendants engaged in a common course of willfully failing to pay Plaintiff Maggard and Class
26 members prevailing minimum wage as required by SMC 14.19 *et seq.* and RCW 49.46.120.

1 5.26 Defendants have engaged in a common course of willfully requiring or permitting
2 Plaintiff Maggard and Class members to work at a rate less than the prevailing minimum wage.

3 5.27 Defendants have willfully engaged in a common course of failing to pay Plaintiff
4 Maggard and Class members prevailing minimum wage, for each hour of work, including
5 overtime for hours worked over forty. For example, Defendants paid Plaintiff Maggard \$12.00
6 per hour in 2018. Upon information and belief, Defendants paid proposed Class members at the
7 same rate. SMC 14.19 *et seq.* and RCW 49.46.120 has required Defendants to pay a higher rate
8 of pay to Plaintiff Maggard and the proposed Class.

9 5.28 Defendants have had actual or constructive knowledge of the facts set forth in
10 Paragraphs 5.25-5.27.

11 5.29 **Common Course of Conduct**: Failure to pay paid safe and sick time. Defendants
12 have willfully engaged in a common course of failing to provide Plaintiffs and Class members
13 with paid safe and sick leave time as required by SMC 14.16 *et seq.* and RCW 49.46.120 and
14 .210.

15 5.30 Defendants have engaged in a common course of willfully failing to provide
16 Plaintiffs and Class members with paid leave for safe and sick time.

17 5.31 Defendants have willfully engaged in a common course of willfully failing to pay
18 Plaintiffs and Class members for unused paid safe and sick time.

19 5.32 Defendants have had actual or constructive knowledge of the facts set forth in
20 Paragraphs 5.29-5.31.

21 **VI. FIRST CLAIM FOR RELIEF**
22 **(Violations of RCW 49.12.020 and WAC 296-126-092 —**
23 **Failure to Provide Rest and Meal Periods)**
24 ***On Behalf of Plaintiffs and the Class***

25 6.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth
26 in the preceding paragraphs.

6.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington demands
that all employees be protected from conditions of labor which have a pernicious effect on their

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

3 6.3 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 6.4 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and
7 includes the conditions of rest and meal periods” for employees.

8 6.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest
9 periods during their shifts.

10 6.6 WAC 296-126-092 provides that employees shall be allowed certain meal periods
11 during their shifts.

12 6.7 Under Washington law, Defendants have an obligation to provide employees with
13 the rest and meal breaks to which they are entitled.

14 6.8 Under Washington law, Defendants have an obligation to ensure that employees
15 take the rest and meal breaks to which they are entitled.

16 6.9 Under Washington law, Defendants have an obligation to provide employees with
17 ten minutes of additional pay for each missed rest break and thirty minutes of additional pay for
18 each missed meal break.

19 6.10 By the actions alleged above, Defendants have violated the provisions of RCW
20 49.12.020 and WAC 296-126-092.

21 6.11 As a result of these unlawful acts, Plaintiffs and the Class have been deprived of
22 compensation in amounts to be determined at trial, and Plaintiffs and the Class are entitled to the
23 recovery of such damages, including interest thereon, attorneys’ fees under RCW 49.48.030, and
24 costs.

VII. SECOND CLAIM FOR RELIEF
(Violation of RCW 49.46 *et seq.*, Seattle Municipal Code (“SMC”) 14.16 *et seq.*, 14.19 *et seq.*, & 14.20 *et seq.* — Payment of Wages Less than Entitled)
On Behalf of Plaintiffs and the Class

7.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

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

7.3 By the actions alleged above, Defendants have failed to pay Plaintiffs and Class members prevailing minimum wage pursuant to RCW 49.46 *et seq.*, SMC 14.19 *et seq.*, and SMC 14.20 *et seq.*

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

7.5 Defendants have failed to pay wages to Plaintiffs and Class members for missed rest and meal breaks which may include overtime work for which they were not compensated for all work performed, including work performed off the clock, and PSST.

7.6 By the actions alleged above, Defendant has violated the provisions of RCW 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130, RCW 49.46.210, SMC 14.16 *et seq.* SMC 14.19 *et seq.*, and SMC 14.20 *et seq.*

7.7 As a result of these unlawful acts, Plaintiffs and the Class have been deprived of compensation in amounts to be determined at trial, and Plaintiffs and the Class are entitled to the recovery of such damages, including interest thereon, as well as attorneys’ fees and costs pursuant to RCW 49.46.090, SMC 14.19.110, SMC 14.16 *et seq.* and SMC 14.20.090, (and further liquidated damages under SMC 14.19.110, SMC 14.16, and SMC 14.20.090).

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VIII. THIRD CLAIM FOR RELIEF
(Unlawful Deductions)
On Behalf of Plaintiffs and the Class

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

8.2 Defendants made deductions from Plaintiffs and the Class wages, including but not limited to, deductions for uniforms, tools, and training.

8.3 Defendants made deductions that were for the benefit of the Defendants.

8.4 By the actions alleged above, Defendants violated Washington laws. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been deprived of compensation. Pursuant to RCW 49.52.060, RCW 49.48.010 and RCW 49.46.090, Plaintiffs and the Class are entitled to recover attorneys' fees and costs of suit.

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IX. FOURTH CLAIM FOR RELIEF
(Unpaid Wages on Termination: RCW 49.48 et seq.)
On Behalf of Plaintiffs and the Class

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

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

9.3 By the actions alleged above, Defendants violated the provisions of RCW 49.48.010. As a result of Defendants’ unlawful acts, Plaintiffs and the Class have been deprived of compensation in amounts to be determined at trial. Pursuant to RCW 49.48.030 are entitled to recover of such amounts, including interest thereon, attorneys’ fees, and costs.

1 RESPECTFULLY SUBMITTED AND DATED this 31st day of January, 2020.

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

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