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

8 ANDREW RADULESCU and JUSTIN
9 GREEN, each individually and on behalf of all
10 others similarly situated,

11 Plaintiffs,

12 v.

13 WEST COAST SECURITY, a Nevada
14 Corporation; WEST COAST SECURITY
15 CONCEPTS INC., a Nevada Corporation;
16 ANTHONY LOMBARDI, individually and/or
the marital community composed of
ANTHONY LOMBARDI and JANE DOE
LOMBARDI,

17 Defendants.
18

CLASS ACTION

NO. 21-2-10485-8 SEA

SECOND AMENDED COMPLAINT
FOR DAMAGES

JURY TRIAL REQUESTED

19 Plaintiffs Andrew Radulescu and Justin Green (“Plaintiffs”) bring this action on their
20 own behalf and on behalf of all others similarly situated, and hereby state and allege as follows:

21 **I. INTRODUCTION**
22

23 1.1 Nature of Action. Plaintiffs bring this class action, and Plaintiff Radulescu brings
24 related retaliation claims, against Defendants West Coast Security, West Coast Security Concepts
25 Inc., and Anthony Lombardi (collectively “Defendants”). Defendants have been in the business
26 of jointly employing security officers providing clients with security related services for loss

1 prevention in and around Seattle and King and Snohomish Counties. Plaintiffs allege Defendants
2 have engaged in a systematic scheme of wage and hour abuse against themselves and other
3 security officer employees in Washington, including in Seattle. These abuses include
4 Defendants' willful failure to pay such employees their earned wages for all time worked,
5 including overtime; willful failure to pay such employees at the applicable minimum wage /
6 minimum compensation and overtime rates for all time worked; willfully making unlawful
7 deductions from such employees' pay; failing to reimburse such employees for business expenses
8 they advanced on behalf of Defendants; willfully failing to provide such employees with the rest
9 and meal breaks to which they are entitled; willfully failing to ensure that such employees take
10 the rest and meal breaks to which they are entitled; willfully failing to pay such employees for
11 the missed rest and meal breaks to which they are entitled; and willful failure to pay such
12 employees all wages due, and at the end of the established pay period, at the end of their
13 employment.

14 Finally, Plaintiff Radulescu alleges Defendants terminated his employment in retaliation
15 for his complaining about their willful failure to pay overtime as required by Washington and
16 Seattle laws.

17 **II. JURISDICTION AND VENUE**

18 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Defendants have
19 conducted business and have employed Plaintiffs and other security officer employees in
20 Washington, including within Seattle, Washington. They have obtained the benefits of the laws
21 of the State of Washington and City of Seattle, and the Washington retail and labor markets.
22 They have also obtained the benefits of City of Seattle retail and labor markets.

23 2.2 Venue. RCW 4.12.025 provides "the residence of a corporation defendant shall
24 be deemed to be in any county where the corporation: (a) Transacts business; (b) has an office
25 for the transaction of business; (c) transacted business at the time the cause of action arose; or
26 (d) where any person resides upon whom process may be served upon the corporation." Venue

is proper in King County because Defendants operate and transact business in Seattle, Washington, located in King County Washington.

2.3 Governing Law. The claims asserted on behalf of Plaintiffs and the proposed Class in this amended complaint are brought solely under Washington state and the City of Seattle laws and the causes of action and are governed exclusively by the laws of the City of Seattle and Washington State.

2.4 No CAFA Jurisdiction. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4)(A), because more than two-thirds of the members of the proposed class in the aggregate are citizens of Washington; Defendants are parties from whom significant relief is sought by members of the plaintiff Class; the alleged conduct of Defendants forms a significant basis for the claims asserted by the proposed plaintiff Class; at least one Defendant is a citizen of Washington; the principal injuries resulting from the alleged conduct were incurred in Washington; and, during the three-year period preceding the filing of this action, no other class action has been filed asserting same or similar factual allegations against the Defendants on behalf of the same or other persons. Alternatively, federal jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C. § 1332 (d)(4)(B), because two-thirds or more of the members of the proposed plaintiff Class in the aggregate, and the primary Defendants, are citizens of the state of Washington.

III. PARTIES

3.1 Plaintiff Andrew Radulescu. Plaintiff Radulescu worked as an hourly paid security officer employee for Defendants from approximately April to June 2021. During his employment, Plaintiff Radulescu was a resident of Washington. Plaintiff Radulescu performed work for Defendants in and around Seattle, Washington. Defendants' paystubs to Plaintiff Radulescu identified both West Coast Security Inc. and West Coast Security Concepts.

3.2 Plaintiff Justin Green. Plaintiff Green worked as an hourly paid security officer employee for Defendants from approximately the fall of 2018 into January 2019. During his

1 employment, Plaintiff Green was a resident of Washington. Plaintiff Green performed work for
2 Defendants in and around Seattle, Washington. Defendants' paystubs to Plaintiff Cossey
3 identified West Coast Security Concepts.

4 3.3 Defendant West Coast Security. Defendant West Coast Security is a Nevada
5 Corporation doing business as West Coast Security, Inc., West Coast Security, and/or WC
6 Security, Inc. in and around Seattle, King County, Washington. Upon information and belief,
7 Defendant West Coast Security is headquartered in Washington and has employed Plaintiffs and
8 the proposed Class in Seattle and the state of Washington and has exercised control over how
9 and when those employees were paid. Defendant West Coast Security has affirmed that it has
10 been operating since 2011.

11 3.4 Defendant West Coast Security Concepts Inc. Upon information and belief,
12 Defendant West Coast Security Concepts Inc. has been a Nevada Corporation doing business in
13 and around Seattle, King County, Washington. Upon information and belief, Defendant West
14 Coast Security Concepts Inc. has been headquartered in Washington and has employed Plaintiffs
15 and the proposed Class in Seattle and the state of Washington and has exercised control over how
16 and when those employees were paid.

17 3.5 Defendant Anthony Lombardi. Upon information and belief, Defendant Anthony
18 Lombardi has been an owner, officer, and/or principal of Defendants West Coast Security and
19 West Coast Security Concepts Inc. On information and belief, Defendant Lombardi has been an
20 "employer" of Plaintiffs and the proposed Class as defined by the wage laws at issue here. Upon
21 information and belief, all actions taken by Defendant Lombardi were done in pursuit of financial
22 gain, or livelihood, for himself individually, and also on behalf of and for the benefit of his marital
23 community, if applicable.

24 **IV. CLASS ACTION ALLEGATIONS**

25 4.1 Class Definition: Under Civil Rule 23(a) and (b)(3), Plaintiffs bring this case as a
26 class action against Defendants on behalf of a Class defined as follows:

1 All persons who have worked as security agent or officer
2 employees for any or all of the Defendants in Washington at any
3 time from August 9, 2018 to 90 days before the date of final
4 disposition of this action.

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

9 4.2 Numerosity. Plaintiffs believe that more than forty persons have worked as
10 security agent or officer employees for Defendants in Washington during the proposed Class
11 period. These Class members are so numerous that joinder of them is impracticable. Moreover,
12 the disposition of the claims of the Class in a single action will provide substantial benefits to all
13 parties and the Court.

14 4.3 Commonality. There are numerous questions of law and fact common to
15 Plaintiffs and Class members. These questions include, but are not limited to, the following:

- 16 a. Whether Defendants have engaged in a common course of failing to
17 properly compensate Plaintiffs and Class members for all time worked;
- 18 b. Whether Defendants have engaged in a common course of failing to
19 properly compensate Plaintiffs and Class members for all time worked in
20 excess of forty hours per week;
- 21 c. Whether Defendants have engaged in a common course of making
22 unlawful deductions to the wages of Plaintiffs and Class members;
- 23 d. Whether Defendants have engaged in a common course of failing to
24 reimburse Plaintiffs and Class Members for business expenses;
- 25 e. Whether Defendants are joint employers and/or jointly and severally liable
26 for the unlawful acts set forth herein;

- 1 f. Whether Defendants have engaged in a common course of failing to keep
2 true and accurate time records for all hours worked by Plaintiffs and Class
3 members;
- 4 g. Whether Defendants have engaged in a common course of failing to
5 provide Plaintiffs and Class members with a ten-minute rest break for
6 every four hours of work;
- 7 h. Whether Defendants have engaged in a common course of requiring
8 Plaintiffs and Class members to work more than three consecutive hours
9 without a rest break;
- 10 i. Whether Defendants have engaged in a common course of failing to
11 ensure Plaintiffs and Class members have taken the rest breaks to which
12 they are entitled;
- 13 j. Whether Defendants have engaged in a common course of failing to pay
14 Plaintiffs and Class members an additional ten minutes of compensation
15 for each missed rest break;
- 16 k. Whether Defendants have engaged in a common course of failing to
17 provide Plaintiffs and Class members with a thirty-minute meal break for
18 every five hours of work;
- 19 l. Whether Defendants have engaged in a common course of failing to
20 ensure that Plaintiffs and Class members have taken the meal breaks to
21 which they are entitled;
- 22 m. Whether Defendants have engaged in a common course of failing to pay
23 Plaintiffs and Class members an additional thirty minutes of compensation
24 for each missed meal break;
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- 1 n. Whether Defendants have engaged in a common course of failing to pay
2 Plaintiffs and Class members all wages due, and at the end of the
3 established pay period, at the end of their employment;
4 o. Whether Defendants have violated RCW 49.12.020;
5 p. Whether Defendants have violated WAC 296-126-092;
6 q. Whether Defendants have violated WAC 296-126-040;
7 r. Whether Defendants have violated WAC 296-128-010;
8 s. Whether Defendants have violated WAC 296-128-020;
9 t. Whether Defendants have violated RCW 49.46.090;
10 u. Whether Defendants have violated RCW 49.46.120;
11 v. Whether Defendants have violated RCW 49.46.130;
12 w. Whether Defendants have violated RCW 49.48.010;
13 x. Whether Defendants have violated RCW 49.52.050 as to the alleged
14 violations set forth herein;
15 y. Whether Defendants have violated RCW 49.52.060;
16 z. Whether Defendants have violated SMC 14.19 *et seq.*;
17 aa. Whether Defendants have violated SMC 14.20 *et seq.*;
18 bb. The nature and extent of Class-wide injury and the measure of
19 compensation for such injury.

20 4.4 Typicality. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs resided
21 in Washington throughout their employment with Defendants and performed all work for them
22 as security agents/officers in Washington, including in Seattle in excess of two hours for at least
23 one two-week period in which Defendants failed to pay Plaintiffs for all hours worked, and/or
24 failed to pay Plaintiffs at the correct minimum wage / compensation and/or overtime pay rate,
25 and/or otherwise engaged in the unlawful wage and hour practices alleged herein. Plaintiffs thus
26

1 are members of the Class. Plaintiffs' claims, like the claims of the Class, arise out of the same
2 common courses of conduct by Defendants and are based on the same legal and remedial theories.

3 4.5 Adequacy. Plaintiffs will fairly and adequately protect the interests of the Class.
4 Plaintiffs have retained competent and capable attorneys who have significant experience in
5 complex and class action litigation, including employment law. Plaintiffs and their counsel are
6 committed to prosecuting this action vigorously on behalf of the Class and have the financial
7 resources to do so. Neither Plaintiffs nor their counsel have interests that are contrary to or that
8 conflict with those of the Class.

9 4.6 Predominance. Defendants have engaged in a common course of wage and hour
10 abuse toward Plaintiffs and members of the Class. The common issues arising from this conduct
11 that affects Plaintiffs and members of the Class predominate over any individual issues.
12 Adjudication of these common issues in a single action has important and desirable advantages
13 of judicial economy.

14 4.7 Superiority. Plaintiffs and Class members have suffered and will continue to
15 suffer harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a
16 class action, however, most Class members likely would find the cost of litigating their claims
17 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
18 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
19 provides a forum for small claimants, and deters illegal activities. There will be no significant
20 difficulty in the management of this case as a class action. The Class members are readily
21 identifiable from Defendants' records.

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

23 5.1 **Common Course of Conduct: Failure to Provide Proper Rest Breaks**. Defendants
24 have engaged in a common course of willfully failing to provide Plaintiffs and Class members
25 with a paid ten-minute rest break for every four hours of work. Defendants have engaged in a
26

1 common course of willfully failing to encourage Plaintiffs and Class members to take a paid ten-
2 minute rest break for every four hours of work.

3 5.2 Defendants have engaged in a common course of willfully requiring or permitting
4 Plaintiffs and Class members to work more than three consecutive hours without a rest break.

5 5.3 Defendants have engaged in a common course of willfully failing to ensure
6 Plaintiffs and Class members have taken the rest breaks to which they are entitled.

7 5.4 Defendants have engaged in a common course of willfully failing to provide
8 Plaintiffs and Class members with a system in which to record missed rest breaks to which they
9 are entitled.

10 5.5 Defendants have engaged in a common course of failing to provide Plaintiffs and
11 Class members with ten minutes of additional pay for each missed rest break.

12 5.6 Defendants have had actual or constructive knowledge of the facts set forth in
13 Paragraphs 5.1 through 5.5.

14 5.7 **Common Course of Conduct: Failure to Provide Proper Meal Breaks.** Defendants
15 have engaged in a common course of willfully failing to provide Plaintiffs and Class members
16 with a thirty-minute meal break for every five hours of work. Defendants have engaged in a
17 common course of willfully failing to encourage Plaintiffs and Class members to take a thirty-
18 minute meal break for every five hours of work.

19 5.8 Defendants have engaged in a common course of willfully requiring or permitting
20 Plaintiffs and Class members to work more than five consecutive hours without a meal break.

21 5.9 Defendants have engaged in a common course of willfully failing to ensure
22 Plaintiffs and Class members have taken the meal breaks to which they are entitled.

23 5.10 Defendants have engaged in a common course of willfully failing to provide
24 Plaintiffs and Class members a system in which to record missed meal breaks to which they are
25 entitled.
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1 5.11 Defendants have engaged in a common course of willfully failing to provide
2 Plaintiffs and Class members with thirty minutes of additional pay for each missed meal break.

3 5.12 Defendants have had actual or constructive knowledge of the facts set forth in
4 Paragraphs 5.7 through 5.11.

5 5.13 **Common Course of Conduct: Unlawful Deductions and Failure to Reimburse.**
6 Defendants have engaged in a common course of willfully making unlawful deductions from
7 Plaintiffs' and Class members' wages and failing to reimburse them for business costs they
8 advance on behalf of Defendants.

9 5.14 Defendants have engaged in a common course of conduct of willfully making
10 unlawful deductions from pay, including but not limited to by willfully requiring Plaintiffs and
11 Class members to advance costs for Defendants' business expenses and failing to reimburse them
12 for such expenses.

13 5.15 Defendants have engaged in a common course of conduct of making unlawful
14 deductions from Plaintiffs' and Class members' wages, including by making deductions that
15 were a benefit to the Defendants and/or without the employees' prior authorization and/or
16 otherwise in violation of Washington and Seattle laws.

17 5.16 Defendants have had actual or constructive knowledge of the facts set forth in
18 Paragraphs 5.13-5.15.

19 5.17 **Common Course of Conduct: Failure to pay for all hours worked and at proper**
20 **wage / compensation rates.** Defendants have engaged in a common course of conduct of willfully
21 failing to pay Plaintiffs and the Class members for all time worked and at proper pay rates.

22 5.18 Defendants have engaged in a common course of conduct of willfully failing to
23 properly pay Plaintiffs and Class members for all time worked, including failure to pay for time
24 spent performing work off the clock. Indeed, Defendants' handbook requires agents to report to
25 their assigned posts 15 minutes before their scheduled shift, yet, per the handbook, they are not
26 paid until they clock in at their scheduled shift time.

1 5.19 Defendants have engaged in a common course of conduct of willfully failing to
2 properly pay Plaintiffs and Class members for all hours worked, including by failing to pay at
3 least the applicable minimum wage / compensation rate for the first 40 hours worked in a
4 workweek, and by paying for at least a portion of overtime hours worked at their regular rate of
5 pay, as opposed to time and one-half the regular rate.

6 5.20 Defendants have engaged in a common course of conduct of failing to pay Plaintiffs
7 and Class members for all time worked, including time spent working off-the-clock, working
8 through meal and rest breaks, and failing to pay for all time worked on Plaintiffs' and Class
9 members' final paychecks.

10 5.21 Defendants have had actual or constructive knowledge of the facts set forth in
11 Paragraphs 5.17-5.20.

12 5.22 **Common Course of Conduct:** Failure to pay all wages accrued at the time of
13 termination. Defendants have engaged in a common course of conduct of willfully failing to pay
14 Plaintiffs and Class members all wages earned, and at the end of the established pay period, upon
15 termination -- including willfully failing to pay all such wages upon termination. Indeed,
16 Defendants failed to pay for all recorded time worked.

17 5.23 Defendants have had actual or constructive knowledge of the facts set forth in
18 Paragraphs 5.1-5.22.

19 **VI. SUMMARY OF FACTUAL ALLEGATIONS FOR**
20 **PLAINTIFF RADULESCU'S INDIVIDUAL CLAIMS**

21 6.1 Defendants hired Plaintiff Radulescu in April 2021.

22 6.2 In early May 2021, Plaintiff Radulescu worked in excess of 40 hours in one
23 workweek. However, Defendants only paid Plaintiff Radulescu his regular rate of pay for all
24 hours worked that workweek. Defendants failed to pay him one and one-half times his regular
25 rate for the hours he worked in excess of forty that workweek. Plaintiff Radulescu worked in
26 excess of 2 hours in Seattle for the pay-period that included that workweek.

6.3 Plaintiff Radulescu's paycheck for that pay period was issued on May 25, 2021.

1 6.4 After receiving his paycheck for that period, Plaintiff Radulescu complained to
2 Defendants about their failure to pay Plaintiff his overtime compensation that he had earned.

3 6.5 Shortly after Plaintiff Radulescu complained to Defendants concerning their failure
4 to pay his overtime compensation, Defendants asked Plaintiff to come to the office on Friday,
5 June 4, 2021.

6 6.6 On Friday, June 4, 2021, Plaintiff Radulescu's supervisor called Plaintiff to ask
7 when he would be coming into the office.

8 6.7 During that phone call, Plaintiff Radulescu asked what Defendants would be doing
9 about his overtime pay, and stated he believed it was unlawful to not pay Plaintiff his overtime
10 compensation that he had earned.

11 6.8 In response, Plaintiff Radulescu's supervisor stated along the lines that "we are not
12 going over this again," and instructed Plaintiff to turn in his uniform.

13 6.9 Plaintiff Radulescu was terminated for raising his concerns about Defendants'
14 failure to pay overtime compensation he had earned.

15 **VII. FIRST CLAIM FOR RELIEF**
16 **(Violations of RCW 49.12.020 and WAC 296-126-092 —**
17 **Failure to Provide Rest and Meal Periods)**
18 ***On Behalf of Plaintiffs and the Class***

19 7.1 RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands
20 that all employees be protected from conditions of labor which have a pernicious effect on their
21 health. The state of Washington, therefore, exercising herein its police and sovereign power
22 declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect."

23 7.2 RCW 49.12.020 provides that "[i]t shall be unlawful to employ any person in any
24 industry or occupation within the state of Washington under conditions of labor detrimental to
25 their health."

26 7.3 Under RCW 49.12.005 and WAC 296-126-002, "conditions of labor" "means and
includes the conditions of rest and meal periods" for employees.

1 7.4 WAC 296-126-092 provides that employees shall be allowed certain paid rest
2 periods during their shifts.

3 7.5 WAC 296-126-092 provides that employees shall be allowed certain meal periods
4 during their shifts.

5 7.6 Under Washington law, Defendants have an obligation to provide employees with
6 the rest and meal breaks to which they are entitled.

7 7.7 Under Washington law, Defendants have an obligation to ensure that employees
8 take the rest and meal breaks to which they are entitled.

9 7.8 Under Washington law, Defendants have an obligation to provide employees with
10 ten minutes of additional pay for each missed rest break and thirty minutes of additional pay for
11 each missed meal break.

12 7.9 By the actions alleged above, Defendants have violated the provisions of RCW
13 49.12.020 and WAC 296-126-092.

14 7.10 As a result of these unlawful acts, Plaintiffs and the Class have been deprived of
15 compensation in amounts to be determined at trial, and Plaintiffs and the Class are entitled to the
16 recovery of such damages, including interest thereon, attorneys' fees under RCW 49.48.030, and
17 costs.

18 **VIII. SECOND CLAIM FOR RELIEF**
19 **(Violation of RCW 49.46 *et seq.*, Seattle Municipal Code ("SMC") 14.19 *et seq.*, & 14.20 *et***
20 ***seq.* — Payment of Wages Less than Entitled)**
21 ***On Behalf of Plaintiffs and the Class***

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

24 8.2 RCW 49.46.120 establishes Washington State's minimum wage and provides for
25 enforcement of more favorable minimum wages that may be established by federal, state, or local
26 law or ordinance.

8.3 SMC 14.19 *et seq.* establishes hourly minimum wage and hourly minimum
compensation rates that must be paid to eligible employees for time spent working in Seattle.

1 8.4 By the actions alleged above, Defendants have failed to pay Plaintiff and Class
2 members minimum wage and minimum compensation pursuant to RCW 49.46 et seq., SMC
3 14.19 et seq., and SMC 14.20 et seq.

4 8.5 RCW 49.46.090 provides that “[a]ny employer who pays any employee less than
5 wages to which such employee is entitled under or by virtue of [the Minimum Wage Act], shall
6 be liable to such employee affected for the full amount of such wage rate, less any amount
7 actually paid to such employee by the employer, and for costs and such reasonable attorney's fees
8 as may be allowed by the court.

9 8.6 Defendants have failed to pay wages to Plaintiffs and Class members for missed
10 rest and meal breaks, and work performed on or off clock or off the clock.

11 8.7 Defendants have failed to properly pay wages to Plaintiffs and Class members for
12 the work they performed, including failure to pay for such work at all, failing to pay at least the
13 applicable minimum wage / compensation rate for the first 40 hours worked in a workweek
14 pursuant to RCW 49.46 et seq., SMC 14.19 et seq., and SMC 14.20 et seq., and failure to pay all
15 hours worked over 40 in a workweek at the proper overtime rate as per RCW 49.46.130.

16 8.8 By the actions alleged above, Defendants have violated the provisions of RCW
17 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130, SMC 14.19 et seq., and SMC
18 14.20 et seq.

19 8.9 As a result of these unlawful acts, Plaintiffs and the Class have been deprived of
20 compensation in amounts to be determined at trial, and Plaintiffs and the Class are entitled to the
21 recovery of such damages, including interest thereon, as well as attorneys’ fees and costs pursuant
22 to RCW 49.46.090, SMC 14.19.110, and SMC 14.20.090, (and further liquidated damages under
23 SMC 14.19.110 and SMC 14.20.090).

1 **IX. THIRD CLAIM FOR RELIEF**
2 **(Unlawful Deductions/Failure to Reimburse Business Expenses)**
3 ***On Behalf of Plaintiffs and the Class***

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

6 9.2 Defendants made unlawful deductions from Plaintiffs' and the Class wages,
7 including but not limited to, deductions for uniforms, tools, licenses, and other expenses which
8 were all for the benefit of Defendants and/or without prior authorization by Plaintiffs or the Class
9 members, and/or otherwise in violation of Washington and Seattle laws.

10 9.3 Defendants made deductions that were for the benefit of the Defendants.

11 9.4 Defendants failed to reimburse Plaintiffs and the Class for business-related
12 expenses they incurred on behalf of Defendants, including but not limited to costs for purchasing
13 uniform items, tools, firearms, gas for Defendants' vehicles, gas and mileage for use of their own
14 vehicles while performing work for Defendants' business, and other such items.

15 9.5 By the actions alleged above, Defendants violated Washington laws. As a result of
16 the unlawful acts of Defendants, Plaintiff and the Class have been deprived of compensation.
17 Pursuant to RCW 49.52.060. RCW 49.48.010 and RCW 49.46.090, Plaintiffs and the Class are
18 entitled to recover attorneys' fees and costs of suit.

19 **X. FOURTH CLAIM FOR RELIEF**
20 **(Unpaid Wages on Termination: RCW 49.48 et seq.)**
21 ***On Behalf of Plaintiffs and the Class***

22 10.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth
23 in the preceding paragraphs.

24 10.2 RCW 49.48.010 provides that "when any employee shall cease to work for an
25 employer, whether by discharge or by voluntary withdrawal, the wages due him on account of
26 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."

1 10.3 Defendants failed to pay Plaintiffs and the Class all wages due, and at the end of the
2 established pay period, at the end of their employment. This includes, but is not limited to,
3 making unlawful deductions from Plaintiffs' and Class members' final paychecks, failing to pay
4 Plaintiffs and Class members for all wages earned in the final pay period, failing to pay Plaintiffs
5 and Class members for all wages earned in prior pay periods, and failure to pay Plaintiffs and
6 Class members their final paycheck at the end of the established pay period.

7 10.4 By the actions alleged above, Defendants violated the provisions of RCW
8 49.48.010. As a result of Defendants' unlawful acts, Plaintiffs and the Class have been deprived
9 of compensation in amounts to be determined at trial. Pursuant to RCW 49.48.030 are entitled to
10 recover of such amounts, including interest thereon, attorneys' fees, and costs.

11 **XI. FIFTH CLAIM FOR RELIEF**
12 **(Wage Theft Under SMC 14.20 *et seq.*)**
 On Behalf of Plaintiffs and the Class

13 11.1 Plaintiffs re-allege and incorporate by reference each and every allegation set forth
14 in the preceding paragraphs.

15 11.2 SMC 14.20.020 provides that, for employees who work in Seattle, employers shall
16 pay all compensation owed to any such employee by reason of employment on an established
17 regular pay date at no longer than monthly payment intervals. Defendants did not pay Plaintiffs
18 and the Class who have worked for Defendants in Seattle all compensation Defendant owed to
19 them by reason of employment.

20 11.3 Under SMC 14.20.010, compensation is defined, in part, to include "for
21 reimbursement for employer expenses, [and that] an employer shall indemnify the employee for
22 all necessary expenditures or losses incurred by the employee in direct consequence of the
23 discharge of the employee's duties ..."

24 11.4 By failing to pay all compensation to Plaintiffs and the Class for all work performed,
25 failing to pay Plaintiffs and the Class at the correct minimum wage/minimum compensation and
26 overtime rates, failing to reimburse Plaintiffs and the Class for business expenses, making

1 unlawful deductions from Plaintiffs' and the Classes' wages, and engaging in all of the other
2 unlawful acts set forth above, Defendants violated SMC 14.20, et seq.

3 11.5 As a result of the unlawful acts of Defendants, Plaintiff and the Class have been
4 deprived of compensation in amounts to be determined at trial, and pursuant to SMC 14.20.090,
5 are to recover those damages, including interest thereon and liquidated damages in an additional
6 amount up to twice the unpaid compensation, as well as attorneys' fees and costs.

7 **XII. SIXTH CLAIM FOR RELIEF**
8 **(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)**
9 ***On Behalf of Plaintiffs and the Class***

10 12.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth
11 in the preceding paragraphs.

12 12.2 RCW 49.52.050 provides that any employer or officer, vice principal or agent of
13 any employer who, "[w]ilfully and with intent to deprive the employee of any party of her wages,
14 shall pay any employee a lower wage than the wage such employer is obligated to pay such
15 employee by any statute, ordinance, or contract" shall be guilty of a misdemeanor.

16 12.3 RCW 49.52.070 provides that any employer who violates the provisions of RCW
17 49.52.050 shall be liable in a civil action for twice the amount of wages withheld, attorneys' fees,
18 and costs.

19 12.4 The alleged unlawful actions by Defendants against Plaintiffs and the Class, as set
20 forth above, were committed willfully and with intent to deprive Plaintiffs and the Class of part
21 of their wages.

22 12.5 As such, based on the above allegations, Defendants violated the provisions of
23 RCW 49.52.050.

24 12.6 As a result of the willful, unlawful acts of Defendants, Plaintiffs and the Class have
25 been deprived of compensation in amounts to be determined at trial and pursuant to RCW
26 49.52.070, Plaintiffs and the Class are entitled to recovery of twice such damages, including
interest thereon, as well as attorneys' fees and costs.

XIII. SEVENTH CLAIM FOR RELIEF
(Wrongful Discharge in Violation of Public Policy)
On behalf of Plaintiff Radulescu

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

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

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

13.4 RCW 49.46.130 provides that “no employer shall employ any of his or her employees for a workweek longer than forty hours unless such employee receives compensation for his or her employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he or she is employed.”

13.5 RCW 49.46.130 is a source of public policy that condemns the failure of employers to pay non-exempt employees one and one half times their regular rate of pay for hours worked in excess of forty per week.

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

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

1 13.8 Plaintiff Radulescu engaged in protected activity when he complained to
2 management about Defendants' failure to pay overtime compensation pursuant to RCW
3 49.46.130.

4 13.9 Plaintiff Radulescu's complaints about Defendants' failure to provide overtime
5 wages were a substantial factor in Defendants' decision to terminate Plaintiff Radulescu.

6 13.10 Defendants' discharge of Plaintiff Radulescu jeopardizes the clear mandates of
7 public policy in RCW 49.46.100(2), RCW 49.46.130, and RCW 49.52.050(2).

8 13.11 As a result of this unlawful act, Plaintiff Radulescu has suffered damages, including
9 but not limited to lost wages past and future, emotional distress, humiliation, and embarrassment.
10 Plaintiff is entitled to the recovery of such damages, including interest thereon, as well as
11 attorneys' fees under RCW 49.48.030, and costs.

12 **XIV. EIGHTH CLAIM FOR RELIEF**
13 **(Retaliation Under SMC 14.20)**
14 ***On behalf of Plaintiff Radulescu***

15 14.1 Plaintiffs re-allege and incorporate by reference each and every allegation set
16 forth in the preceding paragraphs.

17 14.2 SMC 14.20.035 provides that no employer or other person shall interfere with,
18 restrain, deny, or attempt to deny the exercise of any right protected under SMC 14.20. SMC
19 14.20.035 further states that no employer or other person shall take any adverse action against
20 any person because the person exercised in good faith the rights protected under SMC 14.20.

21 14.3 By terminating Plaintiff Radulescu after and because he complained about his
22 unpaid overtime wages to Defendants, Defendants violated SMC 14.20.035.

23 14.4 Plaintiff Radulescu has been subjected to unlawful retaliation by Defendants, and
24 pursuant to SMC 14.20.090, is to recover damages proximately caused by the termination,
25 including interest thereon, liquidated damages, and a penalty of \$5,000, as well as attorneys' fees
26 and costs.

WHEREFORE, Plaintiffs, on their own and on behalf of the members of the Class, pray for judgment against Defendants, as follows:

- SECOND AMENDED COMPLAINT FOR DAMAGES
Page 20 of 21

1 RESPECTFULLY SUBMITTED AND DATED this 14th day of June, 2023.

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

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