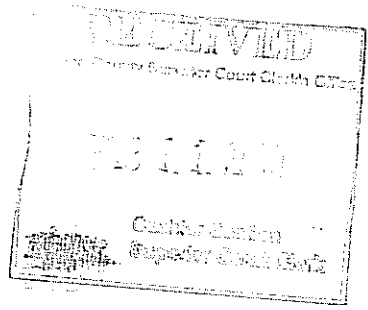


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SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

LAWRENCE HILL, ADAM WISE, and
ROBERT MILLER, on their own behalves
and on behalf of all persons similarly
situated,

Plaintiffs,

v.

GARDA CL NORTHWEST, INC., f/k/a AT
SYSTEMS, INC. a Washington
Corporation,

Defendant.

NO. 09-2-07360-1
CLASS ACTION COMPLAINT FOR
UNPAID WAGES

I. INTRODUCTION

1. Plaintiffs bring this class action on behalf of themselves and all similarly situated Washington State employees against Garda CL Northwest, Inc., formerly known as AT Systems, Inc., (hereafter "Garda") for unpaid wages.

II. PARTIES

2. Plaintiff Adam Wise is a Washington resident and currently works for Garda in King County, Washington.

3. Plaintiff Lawrence Hill is a Washington resident and has worked for Garda in King County, Washington.

1 4. Robert Miller is a Washington resident and has worked for Garda in
2 Mount Vernon, Washington, and Seattle, Washington.

3 5. Defendant Garda CL Northwest, Inc., is a corporation incorporated under
4 the laws of the State of Washington. It was formerly known as AT Systems, Inc.

5 **III. JURISDICTION AND VENUE**

6 6. The Court has jurisdiction over this action under RCW 49.12 et seq. and
7 RCW 49.52 et seq.

8 7. Venue is proper in King County because a substantial portion of the acts
9 complained of occurred in and/or had effect in King County.

10 **IV. FACTUAL ALLEGATIONS**

11 8. Plaintiffs Hill, Wise, and Miller have been employed by Defendant Garda
12 in the State of Washington to pick up, transport, and deliver currency in armored trucks
13 for banks and other clients of the Defendant.

14 9. Defendant currently employs over 100 employees like Plaintiffs to work
15 in its armored trucks in the State of Washington.

16 10. Defendants' armored truck employees, including Plaintiffs, perform up to
17 100 or more pickups and deliveries in a single workday.

18 11. Defendant has a policy and practice that armored truck employees must
19 perform their pickups and deliveries within strict time limits.

20 12. Defendant forbids armored truck employees, including Plaintiffs, from
21 having personal reading material or cell phones with them when they are working in
22 the armored trucks.

23 13. Defendant has paid armored truck employees, like Plaintiffs, an hourly
24 wage, ranging in the past three years from approximately \$10 per hour to
25 approximately \$20 per hour, excluding overtime.
26

1 14. During the past three years, Defendant has required its armored truck
2 employees, including Plaintiffs, to "clock in" at the beginning of their shifts and "clock
3 out" at the end of their shifts using a mechanical and/or electronic time-keeping
4 system.

5 15. Within the past three years, Defendant and/or its agents have altered the
6 time records of its armored truck employees, including Plaintiffs, resulting in a
7 reduction of their pay from what they were entitled to and had earned.

8 16. In addition, Defendant and/or its agents have required, suffered, or
9 permitted its armored truck employees, including Plaintiffs, to perform work prior to the
10 time they clocked in, and/or after the time they were clocked out, resulting in "off the
11 clock" work for which they were not paid.

12 17. Defendant has written policy or rule that armored truck employees shall
13 take their meal breaks "on duty."

14 18. This policy applies throughout the State of Washington.

15 19. In practice, armored truck employees, including Plaintiffs, have routinely
16 worked more than eight hours without any meal break.

17 20. In practice, armored truck employees, including Plaintiffs, have routinely
18 worked without taking a 10-minute rest break for each four hours worked.

19 21. During the workday, Defendant's armored truck employees, including
20 Plaintiffs, were not able to eat, rest, make personal telephone calls, or attend to
21 personal business.

22 22. Defendant's policies and practices alleged herein are willful.

23 **V. CLASS ACTION ALLEGATIONS**

24 23. Plaintiffs bring this action as a class action under CR 23(a) and (b)(3) on
25 behalf of themselves and all others similarly situated. Plaintiffs seek to represent a
26 class defined as follows:

1 All people who have been employed by Garda CL
2 Northwest or its predecessor to work on armored trucks in
3 the State of Washington and who, at any time between
February 11, 2006 and the present, performed work that
was not paid, and/or were denied meal and/or rest breaks.

4 24. The proposed class consists of at least 150 members, and individual
5 joinder would be impracticable.

6 25. Plaintiffs' claims are typical of the claims of the proposed class because
7 their claims arise from the same pay policies and practices by Garda which give rise to
8 the claims of the other members of the class, and are based on the same legal
9 theories.

10 26. The Plaintiffs' claims and those of the class raise common legal and
11 factual issues because Garda's policies and practices which Plaintiffs challenge
12 applied to all of members of the class.

13 27. Plaintiffs would adequately represent the interests of the class because
14 they do not have interests which are adverse to the members of the class and have
15 retained competent counsel to prosecute their claims and those of the class.

16 28. Common issues of law and fact predominate over any individual issues,
17 including but not limited to:

18 (a) Whether Defendant altered the time cards of its armored truck
19 employees in Washington.

20 (b) Whether Defendants had a pattern and practice of permitting its
21 armored truck employees to perform work off the clock.

22 (c) Whether Defendant's policy providing its armored truck
23 employees with only "on-duty" meal breaks is consistent with Washington law

24 (d) Whether Defendant's armored truck employees routinely failed to
25 receive a meal or rest break.
26

1 (e) Whether Plaintiffs and the class are entitled to double damages
2 under the Washington Wage Statute for the unpaid wages and/or denial of meal and
3 rest breaks.

4 29. A class action is superior to any other methods for the fair and efficient
5 adjudication of Plaintiffs' claims because: (a) the value of individual damages claims
6 are likely to be small given the total amount of wages due to each individual worker,
7 and class members would have little ability to individually prosecute his or her claim;
8 (b) there is no known litigation already commenced concerning the claims set forth
9 herein; (c) the claims are conveniently concentrated in this forum, where a significant
10 amount of the subject work was performed under the complained of policies and/or
11 practices, witnesses to the complained of policies and/or practices reside in the forum,
12 and the claims are brought under Washington law; and (d) there are no difficulties
13 likely to be encountered in the management of a class action. In this regard,
14 Defendant's business records can supply the names, current or last known addresses
15 and telephone numbers of all workers who would be members of the class.
16 Defendant's records can also supply the hours and rates of pay during the applicable
17 periods for the workers.

18 VI. CLAIMS

19 30. Defendant's alteration of Plaintiffs' time records to diminish the pay due
20 violates the Washington Wage Statute, RCW 49.52.050 and 070.

21 31. Defendant's policy and practice under which Plaintiffs and the class do
22 not receive meal and rest breaks violates RCW 49.12 and WAC 296-126-092, and
23 unjustly enriches Defendant.

24 32. Defendant's failure to pay for "off-clock" work violates RCW 49.52.050
25 and 070, and unjustly enriches Defendant.
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VII. DAMAGES

33. As a result of the forgoing, the Plaintiffs have suffered lost wages and economic loss. On information and belief, Plaintiffs' claimed damages, including exemplary damages and attorney fees, are less than \$5,000,000.

VIII. REQUEST FOR RELIEF

34. Plaintiffs request the following relief:

- (a) Certification of the class;
- (b) Judgment against Defendant for the wages due, in an amount to be proven at trial;
- (c) An award of double damages under the Washington Wage Statutes;
- (d) An injunction against Defendant requiring it to pay Plaintiffs for all hours worked and permit Plaintiffs daily meal and rest breaks;
- (e) An award of reasonable attorney fees and costs of suit under the Washington Wage Statutes.
- (f) Pre-judgment interest on all amounts awarded as allowed by law;
- (g) Post judgment interest;
- (h) Such other relief as the Court finds just and equitable.

DATED this February 10, 2009

BRESKIN JOHNSON TOWNSEND, PLLC

By: 

Daniel F. Johnson, WSBA No. 27848
Attorneys for Plaintiffs