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

DANIEL BARRETT, individually and on
behalf of all persons similarly situated,

Plaintiffs,

v.

EMERALD CITY STATEWIDE, LLC, a
Washington limited liability company;
EMERALD CITY FENCE RENTALS,
LLC, a Washington limited liability
company; and STATEWIDE RENT-A-
FENCE, INC., a Washington
corporation,

Defendants.

No.

CLASS ACTION COMPLAINT

I. INTRODUCTION

Plaintiffs are current and former employees of Defendants who bring this suit for unlawful wage practices. Defendants willfully failed to pay Plaintiffs for all hours worked by denying Plaintiffs paid rest breaks and meal periods to which they were entitled. Defendants' unlawful wage practices violate WAC 296-126-092, RCW 49.12.020, RCW 49.52.050-.070, and SMC 14.20.020. This lawsuit is brought as a class action under state law to recover unpaid wages owed to Plaintiff and all similarly situated employees and all other lawful damages available under Washington's Wage Statutes.

1 **II. PARTIES**

2 1. Plaintiff Daniel Barrett is a resident of King County, Washington. At all
3 times pertinent herein, Plaintiff was employed by Defendant Emerald City Statewide,
4 LLC, and/or Emerald City Fence Rentals, LLC, in King County, Washington.

5 2. Defendant Emerald City Fence Rentals, LLC (“Emerald City”) is a
6 Washington limited liability company (UBI 601-979-245) that is, and was at all relevant
7 times, engaged in the business of fence rentals in Washington State. Defendant
8 Emerald City has employed employees in Washington, including Plaintiff and members
9 of the Class.

10 3. Defendant Statewide Rent-A-Fence, Inc. (“Statewide”) is a Washington
11 corporation (UBI 600-348-533) that is, and was at all relevant times, engaged in the
12 business of fence rentals in Washington State. Defendant Statewide has employed
13 employees in Washington, including members of the Class.

14 4. Defendant Emerald City Statewide, LLC (“ECS”) is a Washington limited
15 liability company (UBI 601-156-043) created in 2017 from the merger of Emerald City
16 and Statewide. At that time and thereafter, Defendant ECS has employed employees in
17 Washington, including Plaintiff and members of the Class.

18 **III. JURISDICTION AND VENUE**

19 5. The Court has jurisdiction over this action under RCW 49.12 *et seq.* and
20 RCW 49.52 *et seq.*

21 6. Venue is proper in King County because Defendants do substantial
22 business in King County.

23 **IV. FACTUAL ALLEGATIONS**

24 7. Plaintiff and members of the putative Class defined below have been
25 employed by Defendant ECS.

26 8. Defendant ECS is a fence rental company providing chain-link, picket and
27 fabric fencing for special events, construction, and security throughout Washington

1 State. It is the largest “rent-a-fence” company in Washington. ECS employs hourly
2 workers to provide fence set-up and take-down service for customers throughout
3 Washington. ECS has locations in Renton, Seattle, Spokane, and Pasco, Washington.

4 9. In around July 2017, Defendants Emerald City and Statewide merged to
5 create Defendant ECS.

6 10. ECS employs an average of at least 30 fence service employees in the
7 State of Washington during the Fall and Winter months and an average of at least 75
8 fence service employees in the State of Washington during the Spring and Summer
9 months.

10 11. At all relevant times alleged herein, Defendants paid their employees,
11 including Plaintiff, an hourly wage. Employees were paid bi-weekly.

12 12. Plaintiff Barrett began working for Emerald City on or about December 14,
13 2016, as a fence service employee based at Emerald City’s Renton, Washington
14 location. He worked continuously for Emerald City or its successor ECS out of the
15 Renton location until his termination in around June 2018. At the time of his
16 termination, Plaintiff was a Team Lead making \$17.50 per hour.

17 13. Plaintiff typically worked more than 5 hours per day on each day that he
18 worked for Emerald City or ECS. He often worked more than 10 hours per day.

19 14. Fence service employees of Defendants, including Mr. Barrett, were
20 usually unable to take uninterrupted rest breaks or meal breaks.

21 15. In around early 2017, Defendants implemented a new policy by which
22 they deducted one hour of pay from each employee’s timeclock records on each
23 working day of five hours or more. The stated reason for the time deduction was to
24 account for two 15-minute breaks and one 30-minute lunch break.

25 16. Defendants outlined the policy in an updated version of the ECS
26 “Employee Handbook” given to employees, including Plaintiff.

1 (b) Whether Defendants failed to compensate hourly employees for all
2 hours worked;

3 (c) Whether Defendants' violation of Washington law was willful;

4 (d) Whether Plaintiff and the Class are entitled to double damages
5 under the Washington Wage Statute for the volitional and willful withholding of wages.

6 26. A Class action is superior to any other methods for the fair and efficient
7 adjudication of Plaintiff's claims because: (a) the value of individual damages claims
8 are likely to be small given the total amount of wages due to each individual worker,
9 and Class members would have little ability to individually prosecute their claims; (b)
10 there is no known litigation already commenced concerning the claims set forth herein;
11 (c) the claims are conveniently concentrated in this forum, where a significant amount
12 of the subject work was performed under the complained of policies and/or practices,
13 witness to the complained of policies and/or practices reside in the forum, and the
14 claims are brought under Washington law; and (d) there are no difficulties likely to be
15 encountered in the management of a Class action.

16 27. Defendants' business records can supply the names current or last
17 known addresses and telephone numbers of all employees who would be members of
18 the Class defined above. Defendant's records can also supply the rates of pay and
19 hours worked during the applicable periods for the employees.

20 VI. CLAIMS

21 28. Defendants' policies and practices under which Plaintiff and the Class of
22 similarly situated plaintiffs were denied meal breaks and rest breaks violates WAC 296-
23 126-092 and RCW 49.12.020, constitutes willful withholding of wages in violation of
24 RCW 49.52.050-.070, and entitles such employees to damages as set forth below.

25 29. Defendants' policies and practices by which Plaintiff and the Class of
26 similarly situated plaintiffs had one hour of pay deducted from their timeclock records
27 each working day violates RCW 49.46.090 and constitutes willful withholding of wages

1 in violation of RCW 49.52.050-.070, and entitles such employees to damages as set
2 forth below.

3 30. Defendants' policies and practices violate RCW 49.46.130 by failing to
4 pay overtime wages to Plaintiff and the Class of similar situated plaintiffs during
5 workweeks in which Plaintiff and Class members worked over forty hours but were not
6 credited for all hours worked and workweeks in which missed rest and meal break time
7 extended the workweek beyond forty hours. This violation constitutes willful withholding
8 of wages in violation of RCW 49.52.050-.070, and entitles such employees to damages
9 as set forth below.

10 31. Defendants' policies and practices violate Seattle Municipal Code
11 14.20.020 for failure to pay all compensation owed, entitling those employees who
12 worked at least two hours within the Seattle city limits during a 2-week pay period to
13 treble the amount of wages owed under SMC 14.20.015.

14 32. As a result of the unlawful acts of Defendants, Plaintiff and the Class
15 have been deprived of compensation in amounts to be determined at trial and pursuant
16 to RCW 49.48.030, Plaintiff and the Class are entitled to recover of such damages,
17 including interest thereon, as well as attorneys' fees and costs. Plaintiff and the Class
18 are also entitled to declaratory and injunctive relief.

19 VII. REQUEST FOR RELIEF

20 WHEREFORE, Plaintiff, on his own behalf and on behalf of the members of the
21 Class, pray for judgment against Defendants as follows:

- 22 A. Certify the proposed Class;
- 23 B. Appoint Plaintiff as Class representative;
- 24 C. Appoint the undersigned attorneys as Class counsel;
- 25 D. Declare the actions complained of herein violate Washington's statutes
26 and administrative codes;

1 E. Award Plaintiff and Class members compensatory and exemplary
2 damages;

3 F. Award attorneys' fees and costs to Plaintiffs' attorneys, as allowed by law;

4 G. Award pre-judgment and post-judgment interest to Plaintiff and Class
5 members, as provided by law; and

6 H. Grant such other relief as the Court deems necessary.

7 DATED: October 5, 2018.

8 BRESKIN JOHNSON TOWNSEND, PLLC

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