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NO: 26-2-10333-5

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

SCOT VINE, individually and on behalf of all  
others similarly situated,

Plaintiff,

vs.

O'REILLY AUTO ENTERPRISES, LLC, a  
Delaware limited liability company; and DOES 1  
through 10, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR  
DAMAGES

**JURY TRIAL REQUESTED**

1 Plaintiff SCOT VINE ("Plaintiff"), individually and on behalf of all others similarly situated  
 2 bring this Class Action Complaint against Defendants O'REILLY AUTO ENTERPRISES, LLC, a  
 3 Delaware limited liability company; and DOES 1 through 10 (collectively referred to as  
 4 "Defendants"), alleging as follows:

## 5 I. INTRODUCTION

6 1.1 This is a class action pursuant to Rule 23 of the Superior Court Civil Rules by Plaintiff  
 7 against Defendants.

8 1.2 Defendants engaged in a common practice of not paying Plaintiff for all regular and  
 9 overtime hours worked.

10 1.3 Defendants engaged in a systematic policy and practice of denying rest breaks and meal  
 11 breaks—and thereby wages—to its non-exempt employees.

12 1.4 Defendants failed to compensate their employees and other non-employee individuals  
 13 for missed rest breaks, meal breaks, overtime, and other activities protected under state and federal  
 14 law.

15 1.5 Defendants' unlawful conduct was willful.

16 1.6 Accordingly, Plaintiff seeks relief on a class-wide basis for rest breaks, meal breaks,  
 17 underpaid overtime wages, and other labor violations enumerated herein.

18 1.7 Plaintiff seeks double damages for Defendants' past and ongoing willful violations  
 19 during the relevant time periods enumerated herein.

20 1.8 Plaintiff also seeks relief for statutory interest, attorneys' fees, costs, enhancements, any  
 21 other actual or statutory damages as determined by proof at trial.

## 22 II. JURISDICTION & VENUE

23 2.1 Jurisdiction. Defendants operate and/or transact business, or are/were officer(s), vice  
 24 principal(s), or agent(s) thereto, in the state of Washington. Defendants hire and/or otherwise employ  
 25 residents in Washington, including Plaintiff. Defendants therefore obtained the benefits of the laws of  
 26 Washington as well as Washington's commercial, retail, and/or labor markets.

2.2 Venue. Venue is proper in Pierce County because Defendants operate and/or transact business in Pierce County, and the specific acts and omissions alleged herein occurred in Pierce County.

### III. PARTIES

3.1 Plaintiff Scot Vine is an individual over 18 years of age, residing in Pierce County, who worked for Defendants in Washington as a non-exempt hourly Retail Service Specialist from approximately September 15, 2022 to present.

3.2 Defendant 1: Defendant O'Reilly Auto Enterprises, LLC is a Delaware limited liability company with a principal place of business in Delaware that maintains operations and conducts business throughout the State of Washington, including in Pierce County. Defendants employed Plaintiff and proposed Class members during the relevant period as set forth below.

3.3 Upon information and belief, there are additional defendants whose true identities are unknown at this time, and Plaintiff reserves the right to modify this pleading with the properly named Defendant(s) as that information becomes available. These DOE Defendants are current or former employers, joint employers, individual defendants, or part of an integrated enterprise of agents with Defendants, who employed Plaintiff or are otherwise liable for the damages sought in this Complaint.

3.4 Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each Defendant may be legally attributable to all others.

### IV. CLASS ACTION ALLEGATIONS

4.1 Plaintiff, individually and on behalf of all others similarly situated, re-alleges and incorporates by reference all allegations set forth herein.

4.2 Pursuant to Washington CR 23, Plaintiff brings this action on behalf of a proposed Class defined as follows ("Class"):

All current and former non-exempt employees who worked for Defendants in Washington at any time from three years prior to the

1 filing of this action through the date of class certification ("Class  
2 Period").

3 4.3 Excluded from the Class are any entities in which Defendants have a controlling interest,  
4 or have a controlling interest in Defendants, and Defendants' legal representatives, assignees, and  
5 successors. Also excluded are the judicial officers to whom this case is assigned and any member of  
6 their immediate family.

7 4.4 Plaintiff reserves the right to amend or modify the class description with greater  
8 specificity, and/or establish various subclass definitions as appropriate at the class certification stage,  
9 according to proof.

10 4.5 Numerosity: Although the precise membership of the entire Class is unknown at this  
11 time, the Class is estimated to exceed fifty individuals, identities of whom may be obtained from  
12 Defendants' employment and payroll records. The Class is so numerous that joinder of all Class  
13 members is impracticable.

14 4.6 Commonality: Common questions of law and fact as to the Class members predominate  
15 over questions affecting only individual members. The common questions of law and fact exist as to  
16 whether the employment policies and practices formulated by Defendants and applied to Class  
17 members constitute violations of Washington law. Among the questions of law and fact common to  
18 Plaintiff and the Class are:

- 19 a. Whether Defendants engaged in a common course of failing to provide Class  
20 members with a ten-minute rest break, on the employer's time, for every four  
21 hours of work in violation of Washington Administrative Code ("WAC") 296-  
22 126-092 and Revised Code of Washington ("RCW") 49.52.050(2);
- 23 b. Whether Defendants engaged in a common course of requiring Class members  
24 to work more than three consecutive hours without adequate rest breaks in  
25 violation of WAC 296-126-092;
- 26

- 1 c. Whether Defendants engaged in a common course of failing to ensure Class  
2 members have taken the rest breaks to which they are entitled in violation of  
3 WAC 296-126-092 and RCW 49.52.050(2);
- 4 d. Whether Defendants engaged in a common course of failing to pay Class  
5 members an additional ten minutes of appropriate compensation, and/or other  
6 enhanced amounts, for each missed rest period in violation of RCW  
7 49.52.050(2);
- 8 e. Whether Defendants engaged in a common course of failing to provide Class  
9 members with a thirty-minute meal break for every five consecutive hours of  
10 work in violation of WAC 296-126-092 and RCW 49.52.050(2);
- 11 f. Whether Defendants engaged in a common course of failing to provide Class  
12 members with a second thirty-minute meal break for working three or more  
13 hours longer than a normal workday in violation of WAC 296-126-092 and  
14 RCW 49.52.050(2);
- 15 g. Whether Defendants engaged in a common course of failing to ensure that  
16 Plaintiff meal breaks, to which they are entitled, complied with Washington  
17 law in violation of WAC 296-126-092 and RCW 49.52.050(2);
- 18 h. Whether Defendant has engaged in a common course of failing to pay Class  
19 members an additional thirty minutes of appropriate compensation, and/or other  
20 enhanced amounts, for each missed meal break in violation of RCW  
21 49.52.050(2);
- 22 i. Whether Defendants engaged in a common course of failing to pay Plaintiff all  
23 overtime compensation to which they are entitled in violation of  
24 RCW 49.46.130 and 49.52.050(2);
- 25  
26

- j. Whether Defendants engaged in a common course of failing to pay Plaintiff on an established regular pay day for all hours worked in violation of the WAC 296-126-023, RCW 49.48.010, 49.46.090, and 49.46.130;
- k. Whether Defendants engaged in a common course of failing to keep adequate records of all Plaintiff in violation of RCW 49.46.070, WAC 296-128-010, and 296-128-020;
- l. Whether Defendants engaged in a common course of failing to furnish itemized wage statements to Plaintiff at the time of payment of wages in violation of WAC 296-126-040 and 296-128-010;
- m. Whether Defendants engaged in a common course of failing to provide and/or carryover paid sick leave for Plaintiff in violation of RCW 49.46.210 and WAC 296-128-620;
- n. Whether Defendants engaged in a common course of failing to pay Plaintiff for all sick leave at the greater of (1) the newly increased minimum wage or (2) the Plaintiff' regular and normal wage in violation of RCW 49.46.200;
- o. Whether Defendants engaged in a common course of implementing an unlawful noncompetition or anti moonlighting agreements and/or provisions in violation of RCW 49.62 *et seq.*;
- p. Whether Defendants engaged in a common course of requiring and/or requesting that Class members sign, adopt, or otherwise agree to policies and/or covenants restricting disclosure or discussion of unlawful conduct such as harassment, discrimination, retaliation, and wage/labor violations in violation of the Silenced No More Act;
- q. Whether Defendants' violations of Washington law were willful with intent to deprive, and whether Defendants are liable for double damages pursuant to RCW 49.52.070; and

r. The nature and extent of Class-wide injury and any applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties (including first and subsequent violations), attorneys' fees, costs, statutory interest thereon, and any other applicable form of relief under Washington law;

4.7 Typicality: Plaintiff's claims are typical of the claims of the Class members. Defendants subjected Plaintiff to the same unlawful policies and practices as the Class, which resulted in losses to Plaintiff. Proof of common unlawful business practices and noncompliant policies, which Plaintiff experienced, will establish the right of the Class to recover on the causes of action alleged herein.

4.8 Adequacy: Plaintiff will fairly and adequately represent the interests of the Class, and Plaintiff retained experienced class counsel with significant proficiency in wage and hour claims. Plaintiff and Plaintiff's counsel are committed to prosecuting this action vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor Plaintiff's counsel has interests that are contrary to or that conflict with the Class.

4.9 Predominance: Defendants engaged in a common course of wage and hour abuse toward Plaintiff and members of the Class. The common issues arising from this conduct affecting Plaintiff and members of the Class predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

4.10 Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment allows common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

## V. SUMMARY OF FACTUAL ALLEGATIONS

5.1 Defendants employ scores of hourly non-exempt workers similarly situated to Plaintiff.

5.2 Class members are current or previous employees of Defendants and, for purposes of the claims enumerated herein, performed work materially similar to that of Plaintiff.

5.3 Common Course of Conduct: Failure to Pay for All Hours of Work. Defendants engaged

1 in a common course of failing to pay minimum and/or regular wages to Plaintiff and the Class  
2 members for all hours worked.

3 5.4 Defendant failed to compensate Plaintiff and Class Members for work performed outside  
4 of their recorded hours, including during unpaid meal periods. As a Retail Service Specialist,  
5 Plaintiff's uncompensated tasks included conducting end-of-day security sweeps, opening and  
6 counting out the store safe, balancing cash drawers, answering client incoming phone lines, processing  
7 customer returns, securing building locks, and setting security alarms, among other duties. Plaintiff  
8 also faced interruptions during his meal periods, for which he was not compensated

9 5.5 Class Members experienced similar issues regarding off the clock work, including work  
10 performed during unpaid meal periods.

11 5.6 Defendants unlawfully failed to pay the wages Plaintiff and the Class Members for this  
12 off the clock work.

13 5.7 As a result, Defendants are liable for unpaid wages.

14 5.8 Common Course of Conduct: Failure to Pay Overtime Compensation. Defendants  
15 engaged in a common course of failing to pay one and one-half times the regular rate of pay when  
16 Plaintiff and the Class worked overtime.

17 5.9 When Plaintiff worked more than forty hours in a workweek, Defendants failed to pay  
18 them one and one-half times their regular rate of pay due to Defendants' failure to pay for time worked  
19 during meal periods and "off-the-clock" and failure pay overtime at the "regular rate of pay."

20 5.10 Further, Plaintiff and Class Members earned non-discretionary bonuses, commissions,  
21 and/or piece rate pay which Defendants failed to include in the regular rate when calculating overtime  
22 compensation.

23 5.11 An illustrative example of this violation is shown on Plaintiff's wage statement with a  
24 pay date of June 10, 2023. Here, Plaintiff worked overtime hours while simultaneously earning non-  
25 discretionary sales commissions and product spiffs, yet Defendants paid overtime at 1.5x Plaintiff's  
26

1 base hourly wage, completely excluding his commission and spiff earnings from his regular rate of  
2 pay. This represents a common payroll issue that affected other Class Members.

3 5.12 Defendants engaged in a common course of conduct of calculating overtime for Plaintiff  
4 and the Class in ways that resulted in an overtime rate of pay lower than permissible by Washington  
5 law.

6 5.13 When Plaintiff and the class performed work, Defendants failed to pay them all overtime  
7 wages due as a result of Defendants' failure to (1) pay overtime at the correct rate (*i.e.*, the regular rate  
8 of pay) and (2) failure to pay for all hours worked due to "off-the-clock" work performed by Plaintiff  
9 and Class Members.

10 5.14 Common Course of Conduct: Failure to Provide Rest Breaks. Defendants engaged in a  
11 common course of failing to provide Plaintiff a paid ten-minute rest break for every four hours of  
12 work.

13 5.15 Defendants engaged in a common course of requiring or permitting Plaintiff to work  
14 more than three consecutive hours without a rest break.

15 5.16 Defendants engaged in a common course of failing to ensure Plaintiff could take state  
16 law-mandated ten-minute breaks and/or, in violation of Washington authority, allowed Plaintiff to  
17 waive these ten-minute rest periods.

18 5.17 Defendants failed to adequately staff stores such that employees were prevented from  
19 taking their compliant rest periods.

20 5.18 Throughout the Class Period, Defendants expected and required Plaintiff to be available  
21 to work during their entire shifts, even during attempted rest breaks.

22 5.19 Plaintiff members on average worked shifts ranging from six to ten hours and Defendants  
23 did not provide or ensure that they received the rest breaks to which they were entitled because  
24 Defendants required Plaintiff to be available to customers and inadequately staffed coverage for rest  
25 breaks.  
26

1 5.20 Defendants engaged in a common course of failing to provide Plaintiff with ten minutes  
2 of additional pay, and any enhancements or other amounts owed therein, for each missed rest break,  
3 resulting in unpaid minimum wage and overtime.

4 5.21 Common Course of Conduct: Failure to Provide Meal Breaks. Defendants engaged in a  
5 common course of failing to provide Plaintiff and the Class with a thirty-minute meal break for every  
6 five hours of work.

7 5.22 Defendants engaged in a common course of requiring or permitting Plaintiff and the  
8 Class to work more than five consecutive hours without a meal break.

9 5.23 Defendants engaged in a common course of failing to ensure Plaintiff's and the Class  
10 entitled meal breaks comply with Washington law.

11 5.24 As discussed above, Defendants' were inadequately staffed and resulted in employees  
12 being prevented from taking all compliance meal periods.

13 5.25 For example, Defendants' punch logs confirm a pattern where Plaintiff worked  
14 continuous shift segments exceeding five and six hours without receiving a timely, uninterrupted  
15 thirty-minute meal break prior to the fifth hour of work, such as working 5.12 continuous hours on  
16 November 7, 2023, 5.63 continuous hours on November 13, 2023, 6.10 continuous hours on July 15,  
17 2025, 6.08 continuous hours on September 9, 2025, 6.47 continuous hours on December 30, 2025,  
18 6.07 continuous hours on January 1, 2026, and 6.17 continuous hours on April 7, 2026.

19 5.26 Additionally, Plaintiff and Class Members worked off the clock during unpaid meal  
20 periods, including when being interrupted to assist customers and other individuals.

21 5.27 Defendants engaged in a common course of failing to provide Plaintiff with thirty  
22 minutes of additional pay, and any enhancements therein, for each missed meal break, resulting in  
23 unpaid minimum wage and overtime.

24 5.28 Common Course of Conduct: Failure to Maintain and Provide Accurate Payroll Records.  
25 Defendants engaged in a common course of failing to keep true and accurate time records for all hours  
26 worked by Plaintiff and the Class.

1 5.29 As a result of Defendants' common course of failing to provide proper rest and meal  
2 breaks to Plaintiff and class members, Defendants also failed to maintain accurate records of hours  
3 worked by Plaintiff and the Class.

4 5.30 Defendant has engaged in a common course of failing to provide proper payroll  
5 documents to Plaintiff.

6 5.31 Common Course of Conduct: Failure to Provide Pay Sick Pay. Defendants engaged in a  
7 common course of failing to provide and/or accrue paid sick leave for and failing to allow the usage  
8 of paid sick leave for qualifying absences by Plaintiff and the Class Members.

9 5.32 Defendants compensated Plaintiff and Class Members through a combination of hourly  
10 wages and additional forms of compensation, including non-discretionary commissions, incentives,  
11 and spiffs and/or other non-discretionary compensation.

12 5.33 When Plaintiff utilized accrued paid sick leave, Defendants compensated that leave  
13 strictly at a base hourly rate, willfully failing to account for commissions, bonuses, incentive pay,  
14 and/or other forms of compensation.

15 5.34 An illustrative example of this violation is shown on Plaintiff's wage statement with a  
16 pay date of September 5, 2024 and April 3, 2025. Here, Plaintiff utilized accrued paid sick leave (*e.g.*,  
17 15.75 hours paid on September 5, 2024, and 4.58 hours paid on April 3, 2025) and was compensated  
18 strictly at his base hourly rate, with Defendants failing to include earned non-discretionary  
19 commissions and spiffs in his paid sick leave pay rate.

20 5.35 Defendants' practice violates WAC 296-128-670, which requires employers to calculate  
21 the "normal hourly compensation" for an employee earning non-discretionary sales commissions,  
22 performance incentives, and product spiffs by dividing their total earnings by their total hours worked  
23 in the previous ninety days.

24 5.36 By failing to use the required ninety-day lookback calculation, Defendants excluded  
25 Plaintiff's earned sales commissions, performance incentives, and product spiffs and/or other  
26 compensation from paid sick leave rates, artificially deflating paid sick leave compensation, resulting

1 in underpaid sick leave wages.

2 5.37 Plaintiff is informed and believes that Defendants committed the same common payroll  
3 practices with respect to the Class Members.

4 5.38 Defendants' failure to track, calculate, and report accrued paid sick leave balances  
5 constitutes a systematic recordkeeping and reporting violation under Washington Law.

6 5.39 Common Course of Conduct: Failure to Pay all Wages due at Separation. Defendants  
7 have engaged in a common course of failing to pay all wages due at termination.

8 5.40 Common Course of Conduct: Unlawful Noncompete Covenants and Anti-Moonlighting.  
9 Defendants implemented a noncompete covenant whereby Plaintiff and Class members were restricted  
10 from engaging in secondary employment or maintaining household affiliations with commercial auto  
11 parts competitors.

12 5.41 Defendants engaged in a common course of restricting, restraining, and/or prohibiting  
13 Plaintiff, and Defendants' limitations were not narrowly drawn or justified by legitimate business  
14 interests.

15 5.42 At all relevant times, Plaintiff and Class Members earned less than twice the state  
16 minimum wage.

17 5.43 Specifically, upon information and belief based on Defendants' standard employment  
18 application materials, Defendants maintained policies and covenants that restrict low-wage retail  
19 hourly employees earning between \$17.13 and \$17.86 per hour from supplementing their income or  
20 maintaining affiliations with competing entities, in direct violation of RCW 49.62.020 and RCW  
21 49.62.070.

22 5.44 These policies operated to chill and prevent employment and affiliations with  
23 competitors as well as performing work for other employers outside employees' working hours (*i.e.*,  
24 moonlighting).

25 5.45 Common Course of Conduct: Restricting Protected Discussions. Defendants maintained  
26 a standard corporate policy and practice of requiring all hourly, non-exempt employees to execute or

1 agree to overbroad nondisclosure, confidentiality, and operational policies as a strict condition of  
2 employment.

3 5.46 Defendants engaged in a common course of restricting, restraining, and/or prohibiting  
4 Plaintiff and Class members from discussing or disclosing labor violations, wage rates, and workplace  
5 conditions in violation of the Silenced No More Act, RCW 49.44.211.

6 5.47 Defendants' standard confidentiality policies and agreements contain overbroad  
7 restrictions prohibiting the discussion or disclosure of wage rates, operational rules, and payroll  
8 structures, while failing to include the mandatory statutory language and explicit formatting  
9 exemptions protecting an employee's right to disclose and discuss wage theft and labor violations as  
10 required by RCW 49.44.211.

11 5.48 Defendants have actual or constructive knowledge of the facts alleged herein.

12 5.49 Defendants' violations as alleged herein were willful with the intent to deprive Plaintiff  
13 of "any part" of their wages. *See Androckitis v. Virginia Mason Medical Center*, 556 P.3d 714, 738  
14 (2024) (finding that there is a "low standard for willfulness" concerning the Washington wage laws,  
15 and an employer's conduct is willful when they had notice of potential violations).

## 16 VI. FIRST CLAIM FOR RELIEF

### 17 (Payment of Wages Less Than Entitled in Violation of RCW 49.46.090)

#### 18 *On Behalf of Plaintiff and the Class*

19 6.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in  
20 the preceding paragraphs.

21 6.2 The WMWA establishes mandatory minimum wage requirements and labor standards  
22 for employment tied to Washington.

23 6.3 RCW 49.46.090 prescribes a cause of action for employees to bring against an  
24 employer for the full amount of unpaid wages he or she is owed, and for attorneys' fees and costs as  
25 may be allowed by the court.  
26

6.4 RCW 49.46.090 requires employers to pay employees for all wages to which they are entitled under the WMWA. RCW 49.46.010 defines such wages to include compensation due to an employee by reason of employment, subject to any deductions as may be permitted by law.

6.5 Missed rest break time is compensable under Washington law because WAC 296-126-092 demands employees be allowed a rest period of at least ten minutes on the employer's time for every four hours of work.

6.6 By the actions alleged herein, Defendants failed to pay all owed wages to Plaintiff and the Class.

6.7 Defendants violated the provisions of RCW 49.46.090, RCW 49.46.130, RCW 49.52.050, WAC 296-126-023, and WAC 296-126-092, by willfully failing to pay Plaintiffs for all wages to which they are/were entitled to under the WMWA.

6.8 As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been deprived of compensation in amounts to be determined by proof at trial.

6.9 Therefore, Plaintiff is entitled to the recovery of such damages, including any applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties (including first and subsequent violations), attorneys' fees, costs, statutory interest thereon, and any other applicable form of relief under Washington law.

## **VII. SECOND CLAIM FOR RELIEF**

### **(Failure to Pay Overtime Wages in Violation of RCW 49.46.130)**

#### ***On Behalf of Plaintiff and the Class***

7.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

7.2 RCW 49.46.090 prescribes a cause of action for employees to bring against an employer for the full amount of unpaid wages he or she is owed, and for attorneys' fees and costs as may be allowed by the court.

1           7.3     RCW 49.46.130 states, in pertinent part, “no employer shall employ any of his or her  
2 employees for a work week longer than forty hours unless such employee receives compensation for  
3 his or her employment in excess of the hours above specified at a rate of not less than one and one-  
4 half times the regular rate at which he or she is employed.”

5           7.4     Defendants violated RCW 49.46.130 by willfully failing to pay the required overtime  
6 rate to Plaintiff and the Class during the class period during workweeks in which Plaintiff worked  
7 more than forty hours, inclusive of hours worked.

8           7.5     As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been  
9 deprived of compensation in amounts to be determined by proof at trial.

10          7.6     Therefore, Plaintiff is entitled to the recovery of such damages, including any  
11 applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties  
12 (including first and subsequent violations), attorneys’ fees, costs, statutory interest thereon, and any  
13 other applicable form of relief under Washington law.

#### 14                                   **VIII.     THIRD CLAIM FOR RELIEF**

##### 15                                   **(Failure to Provide Rest Break in Violation of WAC 296-126-092)**

##### 16                                   ***On Behalf of Plaintiff and the Class***

17          8.1     Plaintiff realleges and incorporates by reference each and every allegation set forth in  
18 the preceding paragraphs.

19          8.2     RCW 49.12.010 demands all employees be “protected from conditions of labor which  
20 have a pernicious effect on their health.” The RCW and WAC have interpreted “conditions of labor”  
21 to include meal and rest periods for employees in the state of Washington.

22          8.3     RCW 49.12.020 makes it unlawful “to employ any person in any industry or occupation  
23 within the state of Washington under conditions of labor detrimental to their health . . . .”

24          8.4     WAC 296-126-092 establishes that employees shall be allowed paid rest breaks during  
25 their shifts, and Defendants have a duty to ensure employees have the opportunity to take their entitled  
26 rest breaks. *See Brady v. AutoZone Stores, Inc.*, 188 Wn.2d 576, 584 (2017) (holding that employers

1 have a “mandatory obligation” to both “provide” meal and rest breaks and “ensure” the breaks comply  
2 with the law).

3 8.5 Missed rest break time is compensable under Washington law because WAC 296-126-  
4 092 demands employees be allowed a rest period of at least ten minutes on the employer’s time for  
5 every four hours of work.

6 8.6 Under Washington law, Defendants must provide employees with the rest periods to  
7 which they are entitled. Rest periods shall be scheduled as near as possible to the midpoint of the work  
8 period and must be taken before the employees’ third consecutive hour of work.

9 8.7 Failure to do so results in an employer’s duty to pay employees ten minutes of  
10 additional pay for each missed rest break.

11 8.8 Violations of RCW 49.12, *et seq.* entitles aggrieved employees to an implied cause of  
12 action for all unpaid wages against an employer, officer, vice principal, and/or agent thereof, including  
13 wages owed to employees pursuant to properly promulgated regulations. *Wingert v. Yellow Freight*  
14 *Systems, Inc.*, 146 Wn.2d 841, 847-51 (2002).

15 8.9 Defendants violated the provisions of RCW 49.12.010, 49.12.020, 49.52.050, and  
16 WAC 296-126-092 by willfully failing to provide rest periods, interrupting rest periods, failing to  
17 ensure employees could take their entitled rest periods, and failing to pay Plaintiff for missed rest  
18 breaks.

19 8.10 As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been  
20 deprived of compensation in amounts to be determined by proof at trial.

21 8.11 Therefore, Plaintiff is entitled to the recovery of such damages, including any  
22 applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties  
23 (including first and subsequent violations), attorneys’ fees, costs, statutory interest thereon, and any  
24 other applicable form of relief under Washington law.

IX. FOURTH CLAIM FOR RELIEF

(Failure to Provide Meal Periods in Violation of WAC 296-126-092)

*On Behalf of Plaintiff and the Class*

9.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

9.2 RCW 49.12.010 demands all employees be “protected from conditions of labor which have a pernicious effect on their health.” The RCW and WAC have interpreted “conditions of labor” to include meal and rest periods for employees in the state of Washington.

9.3 RCW 49.12.020 makes it unlawful “to employ any person in any industry or occupation within the state of Washington under conditions of labor detrimental to their health . . . .”

9.4 WAC 296-126-092 establishes that employees shall be allowed qualified unpaid meal breaks during their shifts, and Defendants have a duty to ensure employees have the opportunity to take their entitled meal breaks. *See Brady, supra*, 188 Wn.2d at 584 (2017) (holding that employers have a “mandatory obligation” to both “provide” meal and rest breaks and “ensure” the breaks comply with the law).

9.5 WAC 296-126-092 establishes that “[e]mployees working three or more hours longer than a normal work day shall be allowed at least one thirty-minute meal period prior to or during the overtime period.”

9.6 WAC 296-126-092 establishes that employees shall be allowed unpaid meal periods during their shifts if the shift is longer than five consecutive hours. WAC 296-126-092 requires that no employee be required to work for more than five consecutive hours without a meal period.

9.7 If an employer fails to comply with Washington law with respect to meal period, the employer must pay employees thirty minutes of additional pay for each missed (or otherwise non-compliant) meal break.

9.8 Violations of RCW 49.12, *et seq.*, entitle aggrieved employees to an implied cause of action for all unpaid wages against an employer, officer, vice principal, and/or agent thereof, including

1 wages owed to employees pursuant to properly promulgated regulations. *Wingert, supra*, 146 Wn.2d  
2 at 847-51 (2002).

3 9.9 Defendants violated the provisions of RCW 49.12.010, 49.12.020, 49.52.050, and  
4 WAC 296-126-092 by willfully failing to provide meal periods, interrupting meal periods, failing to  
5 ensure employees could take their entitled meal periods, and/or failing to pay Plaintiff for missed meal  
6 breaks.

7 9.10 Defendants violated the provisions of RCW 49.12.010, 49.12.020, 49.52.050, and  
8 WAC 296-126-092 by willfully failing to provide a second meal period, interrupting second meal  
9 periods, failing to ensure employees could take their entitled second meal periods, and/or failing to  
10 pay Plaintiff for missed second meal breaks for Plaintiff working three or more hours longer than a  
11 normal work-day.

12 9.11 As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been  
13 deprived of compensation in amounts to be determined by proof at trial.

14 9.12 Therefore, Plaintiff is entitled to the recovery of such damages, including any  
15 applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties  
16 (including first and subsequent violations), attorneys' fees, costs, statutory interest thereon, and any  
17 other applicable form of relief under Washington law.

#### 18 **X. FIFTH CLAIM FOR RELIEF**

##### 19 **(Failure to Provide and Pay Sick Leave in Violation of WAC 296-128-620)**

##### 20 ***On Behalf of Plaintiff and the Class***

21 10.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in  
22 the preceding paragraphs.

23 10.2 RCW 49.46.090 prescribes a cause of action for employees to bring against an  
24 employer for the full amount of unpaid wages he or she is owed, and for attorneys' fees and costs as  
25 may be allowed by the court.

26 10.3 The Washington Paid Safe and Paid Sick Leave Act, RCW 49.46.210, and its

1 implementing regulations WAC 296-128-620 require that employees must accrue at least one hour of  
2 paid sick leave for every forty hours worked.

3 10.4 Employees must be allowed to carry over at least forty hours of accrued, unused paid  
4 sick leave to the following year.

5 10.5 Under RCW 49.46.200, employers must compensate employees all sick leave at the  
6 greater of the minimum wage or the employees' regular and normal wages.

7 10.6 Defendants' practice violates WAC 296-128-670, which requires employers to  
8 calculate the "normal hourly compensation" for an employee earning commissions by dividing their  
9 total earnings by their total hours worked in the previous ninety days.

10 10.7 By failing to utilize the required ninety-day lookback calculation, Defendants  
11 unlawfully excluded Plaintiff's earned commissions and bonuses from sick leave rates, artificially  
12 deflating compensation and resulting in underpaid sick leave wages.

13 10.8 By the actions alleged above, Defendants violated the provisions of RCW 49.46, *et seq.*,  
14 49.52.050, WAC 296-128-620, and 296-126-023 by willfully failing to pay and provide paid sick leave  
15 in compliance with Washington law.

16 10.9 As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been  
17 deprived of compensation in amounts to be determined by proof at trial.

18 10.10 Therefore, Plaintiff is entitled to the recovery of such damages, including any  
19 applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties  
20 (including first and subsequent violations), attorneys' fees, costs, statutory interest thereon, and any  
21 other applicable form of relief under Washington law.

## 22 **XI. SIXTH CLAIM FOR RELIEF**

23 **(Failure to Pay All Wages Due at Separation in Violation of RCW 49.48.010)**

24 *On Behalf of Plaintiff and the Class*

25 11.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in  
26 the preceding paragraphs.

1 11.2 RCW 49.48.010 provides that “when any employee shall cease to work for an  
 2 employer, whether by discharge or by voluntary withdrawal, the wages due him on account of his  
 3 employment shall be paid to him at the end of the established pay period.” The statute further states  
 4 that it shall be unlawful for “any employer to withhold or divert any portion of an employee’s wages.”

5 11.3 Under RCW 49.46.090, employers must pay employees all wages to which they are  
 6 entitled pursuant to the WMTA.

7 11.4 Defendants failed to pay Plaintiff and the Class all wages due at the separation of their  
 8 employment in accordance with the timing requirements of RCW 49.48.010. This includes, but is not  
 9 limited to, failing to pay Plaintiff for all wages earned in the final pay period, failing to pay Plaintiff  
 10 for all wages earned in prior pay periods, and failure to pay Plaintiff their final paycheck at the end of  
 11 the established pay period.

12 11.5 As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been  
 13 deprived of compensation in amounts to be determined by proof at trial.

14 11.6 Therefore, Plaintiff is entitled to the recovery of such damages, including any  
 15 applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties  
 16 (including first and subsequent violations), attorneys’ fees, costs, statutory interest thereon, and any  
 17 other applicable form of relief under Washington law.

## 18 **XII. SEVENTH CLAIM FOR RELIEF**

### 19 **(Willful Refusal to Pay Wages)**

#### 20 ***On Behalf of Plaintiff and the Class***

21 12.1. Plaintiff realleges and incorporates by reference each and every allegation set forth in  
 22 the preceding paragraphs.

23 12.2. RCW 49.52.050 provides that any employer or officer, vice principal or agent of any  
 24 employer who, “[w]ilfully and with intent to deprive the employee of any part of her wages, shall pay  
 25 any employee a lower wage than the wage such employer is obligated to pay such employee by any  
 26 statute, ordinance, or contract” shall be guilty of a misdemeanor.

12.3. RCW 49.52.070 provides that any employer who willfully violates the provisions of RCW 49.52.050(1) and (2) with the intent to deprive shall be liable in a civil action for twice the amount of wages withheld, attorneys' fees, and costs.

12.4. Defendants' violations as alleged herein were willful with the intent to deprive Plaintiff of "any part" of their wages. *See Androckitis, supra*, 556 P.3d at 738 (finding that there is a "low standard for willfulness" concerning the Washington wage laws, and an employer's conduct is willful when they had notice of potential violations).

12.5. As such, based on the above allegations, Defendant violated the provisions of RCW 49.52.050.

12.6. As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been deprived of compensation in amounts to be determined by proof at trial.

12.7. Therefore, Plaintiff is entitled to the recovery of such damages, including any applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties (including first and subsequent violations), attorneys' fees, costs, statutory interest thereon, and any other applicable form of relief under Washington law.

### **XIII. EIGHTH CLAIM FOR RELIEF**

**(Unlawful Noncompetition Covenant in Violation of RCW 49.62, *et seq.*)**

#### ***On Behalf of Plaintiff and the Class***

13.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

13.2 RCW 49.62.020 makes noncompetition covenants generally void and unenforceable unless an employer provides independent consideration for the covenant.

13.3 Under RCW 49.62.020, there is a rebuttable presumption that any such agreement lasting more than eighteen months after termination of employment is unreasonable and unenforceable.

1           13.4 RCW 49.62.070 states, in pertinent part, “an employer may not restrict, restrain, or  
2 prohibit an employee earning less than twice the applicable state minimum hourly wage from having  
3 an additional job, supplementing their income by working for another employer, working as an  
4 independent contractor, or being self-employed.”

5           13.5 If an employer has an unlawful non-competition covenant, RCW 49.62.080 authorizes  
6 actual damages or a \$5,000 statutory penalty, whichever is greater, plus reasonable attorneys' fees,  
7 expenses, and costs.

8           13.6 As such, based on the above allegations, Defendants violated the provisions of RCW  
9 49.62.020 and RCW 49.62.070.

10           13.7 Therefore, Plaintiff is entitled to the recovery of such damages, including any  
11 applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties  
12 (including first and subsequent violations), attorneys' fees, costs, statutory interest thereon, and any  
13 other applicable form of relief under Washington law.

#### 14                                   **XIV. NINTH CLAIM FOR RELIEF**

##### 15                   **(Unlawful Restriction on Secondary Employment in Violation of RCW 49.62.070)**

##### 16                                   *On Behalf of Plaintiff and the Class*

17           13.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in  
18 the preceding paragraphs.

19           13.2 RCW 49.62.070 provides, in pertinent part, that “an employer may not restrict, restrain,  
20 or prohibit an employee earning less than twice the applicable state minimum hourly wage from having  
21 an additional job, supplementing their income by working for another employer, working as an  
22 independent contractor, or being self-employed.”

23           13.3 The protections of RCW 49.62.070 turn on the employee's rate of pay: any employee  
24 earning less than twice the applicable state minimum hourly wage is protected, and any contract,  
25 policy, or practice by which an employer restrains such an employee from obtaining or performing  
26 additional or outside work is unlawful.



14.3 The SNMA prevents employers from retaliating against employees for disclosing or otherwise discussing conduct they reasonably believe to be illegal under state, federal, or common law, or against public policy.

14.4 Retaliatory conduct includes, but is not limited to, discharging, expelling, firing, demoting, discriminating against, and/or assigning employees to unfavorable working conditions.

14.5 As discussed above, Defendants violated RCW 49.44.211.

14.6 As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have been deprived of compensation in amounts to be determined by proof at trial.

14.7 Therefore, Plaintiff is entitled to the recovery of such damages, including any applicable actual damages, compensatory damages, enhancements, treble damages, statutory penalties (including first and subsequent violations), attorneys' fees under RCW 49.44.211, costs, statutory interest thereon, and any other applicable form of relief under Washington law.

## XVI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the members of the Class, prays for judgment against Defendants, as follows:

- A. Certify the proposed Class and direct that notice be sent to Class members;
- B. Certify the proposed Class;
- C. Appoint Plaintiff as representative of the Class;
- D. Appoint the undersigned attorneys as counsel for the Class;
- E. An order finding that Defendants violated Washington Law;
- F. A declaratory judgment that Defendants willfully violated WAC 296-126-092 by failing to provide Plaintiff and Class members with statutory meal periods, rest periods, overtime pay, and/or any other part of their wages;
- G. All unpaid wages due under Washington Law;
- H. An award of double damages as provided by Washington Law;

1 I. Award compensatory, liquidated, enhanced; and exemplary damages to Plaintiff and  
2 Class members for violation of state wage and hour laws, in amounts to be proven at trial;

3 J. Award Plaintiff and Class members their attorneys' fees and costs, as allowed by law;

4 K. Award Plaintiff and Class members prejudgment and post-judgment interest, as  
5 provided by law;

6 L. An award of any statutory penalties;

7 M. Permit Plaintiff and Class members leave to amend the complaint to conform to the  
8 evidence presented at trial; and

9 N. Grant such other and further relief as the Court deems necessary, just, and proper.

10  
11 RESPECTFULLY SUBMITTED AND DATED this 22<sup>nd</sup> day of July, 2026.

12  
13 **FERRARO VEGA EMPLOYMENT**  
14 **LAWYERS, INC.**

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