

July 23 2024 8:30 AM

CONSTANCE R. WHITE
COUNTY CLERK
NO: 24-2-09571-9

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

TAMERRA HOWE, on her own behalf and on the
behalf of all others similarly situated,

Plaintiff,

v.

TRUSS COMPANY, LLC, a Washington Limited
Liability Corporation,

Defendant.

Case No. _____

COMPLAINT FOR DAMAGES

Plaintiff TAMERRA HOWE ("Plaintiff"), individually and on behalf of all others
similarly situated, by and through her attorneys of record, for her Complaint against Defendant
THE TRUSS COMPANY AND BUILDING SUPPLY, LLC ("Defendant") hereby states and
alleges as follows.

I. INTRODUCTION

1.1 Defendant is a manufacturer of engineered wood roof and floor trusses, selling to residential, commercial, and agricultural construction.

1.2 Defendant engaged in a common scheme of wage and hour violations against its non-exempt employees.

1.3 Defendant THE TRUSS COMPANY willfully denied Plaintiff and the Class Members meal and rest breaks. Defendant's policies prevented employees from taking meal and rest breaks. Further, Defendant's scheduling caused employees to work through meal and rest breaks to meet Defendant's work requirements.

1.4 Defendant's policy requiring that Plaintiff and the Class Members use their personal vehicles for work related purposes resulted in an unlawful deduction from Plaintiff and the class members' wages.

1.5 Upon information, Defendant had policies that paid Plaintiff and the Class Members no overtime even when their hours exceeded 40 hours a week.

1.6 Plaintiff and the Class Members are current and former hourly-paid or non-exempt employees of Defendant in the State of Washington who have been victimized by Defendant's unlawful policies and practices. This lawsuit is brought as a class action under Washington wage laws to recover unpaid wages owed to Plaintiff and all other similarly situated employees.

II. JURISDICTION AND VENUE

2.1. Venue is proper in PIERCE County because Defendant transacts business in Pierce County and many of the acts, as well as the course of conduct alleged herein, occurred in part in Pierce County.

2.2. Defendant is within the jurisdiction of this Court. Defendant conducts business in the State of Washington, and its Principal Office Address is in Sumner, WA. Defendant obtained the benefits of the laws of the State of Washington and the Washington labor market.

III. PARTIES

3.1 Defendant, The Truss Company, is a Washington Limited Liability Corporation whose corporate headquarters is in Sumner, WA.

3.2 Plaintiff, Howe, had been employed by Defendant as a non-exempt Dispatcher from June of 2021 through February of 2024.

3.3 Plaintiff and Class Members duties included, but were not limited to, operating large machinery, making deliveries, operating heavy equipment, and completing manual labor tasks.

IV. CLASS ACTION ALLEGATIONS

4.1 Plaintiff brings this case as a class action pursuant to Civil Rule 23(b)(3) on behalf of a class consisting of:

All individuals employed by Defendant as hourly-paid or non-exempt employees in the State of Washington at any time from three years prior to the filing of this complaint through the date of final disposition of this action.

Excluded from this Class is Defendant, any entity in which Defendant has a controlling interest or which has a controlling interest in Defendant, and Defendant's legal representatives, assignees and successors. Also excluded are any judges to whom this case is assigned and any member of an assigned judge's immediate family.

1 4.2 Plaintiff believes there are at least 40 current and former employees in the Class.

2 4.3 Plaintiffs' claims are typical of the claims of the members of the Class because
3 Plaintiff is a non-exempt employee who, like the members of the Class, sustained
4 damages arising out of Defendant's common course of wage and hour violations.

5 4.4 Plaintiff will fairly and adequately protect the interests of the Class Members.
6 Plaintiff has retained counsel competent and experienced in complex class action
7 litigation, including employment law.
8

9 4.5 Common questions of law and fact exist as to Plaintiff and all members of the
10 Class and predominate over any questions solely affecting individual members of the
11 Class. Among the questions of law and fact common to the Plaintiff and the Class are:

- 12 a. Whether Defendant has engaged in a common course of failing to properly
13 compensate Plaintiff and Class members for all time worked;
14
15 b. Whether Defendant has engaged in a common course of failing to properly
16 compensate Plaintiff and Class members for all time worked in excess of forty hours
17 per week;
18
19 c. Whether Defendant has engaged in a common course of making unlawful
20 deductions to the wages of Plaintiff and Class members;
21
22 d. Whether Defendant has engaged in a common course of failing to reimburse
23 Plaintiff and Class Members for business expenses including use of personal
24 vehicles;
25
26 e. Whether Defendant has engaged in a common course of failing to keep true and
accurate time records for all hours worked by Plaintiff and Class members;

- 1 f. Whether Defendant has engaged in a common course of failing to provide Plaintiff
2 and Class members with a ten-minute rest break for every four hours of work;
- 3 g. Whether Defendant has engaged in a common course of requiring Plaintiff and
4 Class members to work more than three consecutive hours without a rest break;
- 5 h. Whether Defendant has engaged in a common course of failing to ensure Plaintiff
6 and Class members have taken the rest breaks to which they are entitled;
- 7 i. Whether Defendant has engaged in a common course of failing to pay Plaintiff and
8 Class members an additional ten minutes of compensation for each missed rest
9 break;
- 10 j. Whether Defendant has engaged in a common course of failing to provide Plaintiff
11 and Class members with a thirty-minute meal break for every five hours of work;
- 12 k. Whether Defendant has engaged in a common course of failing to ensure that
13 Plaintiff and Class members have taken the meal breaks to which they are entitled;
- 14 l. Whether Defendant has engaged in a common course of failing to pay Plaintiff and
15 Class members an additional thirty minutes of compensation for each missed meal
16 break;
- 17 m. Whether Defendant has engaged in a common course of failing to pay Plaintiff and
18 Class members all wages due, and at the end of the established pay period, at the
19 end of their employment;
- 20 n. Whether Defendant has violated RCW 49.12.020;
- 21 o. Whether Defendant has violated WAC 296-126-092;
- 22 p. Whether Defendant has violated WAC 296-126-040;
- 23 q. Whether Defendant has violated WAC 296-128-010;
- 24
- 25
- 26

- 1 r. Whether Defendant has violated WAC 296-128-020;
- 2 s. Whether Defendant has violated RCW 49.46.090;
- 3 t. Whether Defendant has violated RCW 49.46.120;
- 4 u. Whether Defendant has violated RCW 49.46.130;
- 5 v. Whether Defendant has violated RCW 49.48.010;
- 6 w. Whether Defendant has violated RCW 49.52.050 as to the alleged violations set
- 7 forth herein;
- 8 x. Whether Defendant has violated RCW 49.52.060;
- 9 y. The nature and extent of Class-wide injury and the measure of compensation for
- 10 such injury.
- 11

12 4.6 Class action treatment is superior to the alternative for the fair and efficient

13 adjudication of the controversy alleged herein. Such treatment will permit a large

14 number of similarly situated persons to prosecute their modest, purely economic,

15 common claims in a single forum simultaneously, efficiently and without duplication of

16 effort and expense that numerous individual actions would entail. No difficulties are

17 likely to be encountered in the management of this class action that would preclude its

18 maintenance as a class action, and no superior alternative exists for the fair and efficient

19 adjudication of this controversy. The Class is readily identifiable from Defendant's

20 records.

21

22 4.7 A class action is superior to other available methods for the fair and efficient

23 adjudication of this controversy since joinder of all matters is impractical. Furthermore,

24 the amounts at stake for many Class Members, while substantial to them, are not great

25 enough to hire an attorney to prosecute individual suits against Defendant.

26

V. SUMMARY OF ALLEGATIONS

5.1 Beginning at a date currently unknown to Plaintiff, but at least as early as June of 2021, Defendant committed, and continues to commit, acts of wage abuse against its non-exempt employees, including but not limited to willfully failing to pay them the minimum wage required by the minimum wage laws of Washington.

5.2 Defendant is in the business of manufacturing wood truss products for use in construction.

5.3 Defendant required that Plaintiff and the Class Members use their personal vehicles for work purposes without compensation.

5.4 Defendant had a consistent practice of refusing to pay any regular or overtime time wages for Plaintiff and Class Members who spent time working more than 40 hours a week.

5.5 Defendant imposed staffing conditions that required Plaintiff and Class Members to work through meal and rest breaks.

5.6 Plaintiff and Class Members have been subject to the same pay policies and practices of Defendant.

5.7 Upon information and belief, all of Defendant's other non-exempt employees have had similar experiences to those of Plaintiff. Specifically, the Class Members were subject to a cap on hourly wage payments regardless of actual hours worked; they were not adequately compensated for maintenance and use of their personal vehicles; they received inaccurate paystubs that did not reflect all regular and overtime hours worked during each pay period.

1 5.8 Based on the allegations set forth above, Defendant's systematic willful refusal to
2 pay employees resulted in company-wide minimum wage violations under
3 Washington law.

4 5.9 Upon information and belief, Defendant has been on notice that its refusal to
5 compensate non-exempt employees for all hours worked violate Washington State
6 Minimum Wage and Overtime Law.

7
8 5.10 Based on the effect of Defendant's flawed compensation policies and practices,
9 Plaintiff and the Class Members have been paid an hourly wage below the
10 applicable state minimum wage; they have thereby been systematically deprived of
11 reasonably approximate hours worked and reimbursements, resulting in their wages
12 falling below the state minimum wage in some or all workweeks.

13 5.11 Plaintiff and the Class Members have experienced under-reimbursements for
14 personal vehicle use, which have reduced their wages below the minimum wage rate
15 of the State of Washington.
16

17 **VI. FIRST CLAIM OF RELIEF**

18 **(Failure to provide rest/meal breaks: RCW 49.12.020 and WAC 296-126-092)**

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

20
21 6.1. RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands
22 that all employees be protected from conditions of labor which have a pernicious
23 effect on their health. The state of Washington, therefore, exercising herein its
24 police and sovereign power declares that inadequate wages and unsanitary
25 conditions of labor exert such pernicious effect."
26

- 1 6.2. RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any
2 industry or occupation within the state of Washington under conditions of labor
3 detrimental to their health.”
- 4 6.3. Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and
5 includes the conditions of rest and meal periods” for employees.
- 6 6.4. WAC 296-126-092 provides that employees shall be allowed certain paid rest
7 periods during their shifts.
- 8 6.5. WAC 296-126-092 provides that employees shall be allowed certain meal periods
9 during their shifts.
- 10 6.6. Under Washington law, Defendant has an obligation to provide employees with
11 the rest and meal breaks to which they are entitled.
- 12 6.7. Under Washington law, Defendant has an obligation to ensure that employees
13 take the rest and meal breaks to which they are entitled.
- 14 6.8. Under Washington law, Defendant has an obligation to provide employees with
15 ten minutes of additional pay for each missed rest break and thirty minutes of
16 additional pay for each missed meal break.
- 17 6.9. By the actions alleged above, Defendant has violated the provisions of RCW
18 49.12.020 and WAC 296-126-092. 7.10 As a result of these unlawful acts,
19 Plaintiff and the Class have been deprived of compensation in amounts to be
20 determined at trial, and Plaintiff and the Class are entitled to the recovery of such
21 damages, including interest thereon, attorneys’ fees under RCW 49.48.030, and
22 costs.

23 **VII. SECOND CLAIM FOR RELIEF**
24 **(PAYMENT OF WAGES LESS THAN ENTITLED: RCW 49.46, ET**
25 **SEQ.)**

- 25 7.1 Plaintiff realleges and incorporates by reference each and every allegation set
26 forth in the preceding paragraphs.

1 7.2 RCW 49.46.120 establishes Washington State's minimum wage and provides
2 for enforcement of more favorable minimum wages that may be established by
3 federal, state, or local law or ordinance.

4 7.3 By the actions alleged above, Defendant failed to pay Plaintiff and Class
5 members minimum wage pursuant to RCW 49.46 et seq.

6 7.4 By the actions alleged above, Defendant has violated the provisions of RCW
7 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130.

8 7.5 As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
9 have been deprived of compensation in amounts to be determined at trial, and
10 pursuant to RCW 49.46.090.
11

12 **VIII. THIRD CLAIM FOR RELIEF**

13 **(Willful Refusal to Pay Wages: RCW 49.52.050)**

14
15 8.1. Plaintiff realleges and incorporates by reference each and every allegation set
16 forth in the preceding paragraphs.

17 8.2. RCW 49.52.050(2) provides that any employer who "willfully and with intent to
18 deprive the employee of any part of his wages, pays any employee a lower wage
19 than the wage such employer is obligated to pay such employee by any statute,
20 ordinance, or contract" is guilty of a misdemeanor.

21 8.3. RCW 49.52.070 provides that any employer who violates the foregoing statute
22 shall be liable in a civil action for twice the amount of wages withheld, together
23 with costs of suit and reasonable attorneys' fees.

24 8.4. The alleged unlawful actions by Defendant against Plaintiff and Class Members,
25 as set forth above, were committed willfully and with intent to deprive Plaintiff
26 and Class Members of part of their wages.

1 8.5. As such, based on the above allegations, Defendant violated the provisions of
2 RCW 49.52.050.

3 8.6. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
4 have been deprived of compensation in amounts to be determined at trial, and
5 pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts,
6 including interest thereon, and attorneys' fees and costs.

7
8 **IX. FOURTH CLAIM FOR RELIEF**
9 **(Unpaid Wages on Termination: RCW 49.48 et seq.)**

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

11 9.1 Plaintiff realleges and incorporates by reference each and every allegation set
12 forth in the preceding paragraphs.

13
14 9.2 RCW 49.48.010 provides that "when any employee shall cease to work for an
15 employer, whether by discharge or by voluntary withdrawal, the wages due him
16 on account of his employment shall be paid to him at the end of the established
17 pay period." The statute further states that it shall be unlawful for "any employer
18 to withhold or divert any portion of an employee's wages."

19
20 9.3 Defendant failed to pay Plaintiff and the Class all wages due, and at the end of
21 the established pay period, at the end of their employment. This includes, but is
22 not limited to, making unlawful deductions from Plaintiffs' and Class members'
23 final paychecks, failing to pay Plaintiff and Class members for all wages earned
24 in the final pay period, failing to pay Plaintiff and Class members for all wages
25 earned in prior pay periods, and failure to pay Plaintiff and Class members their
26 final paycheck at the end of the established pay period.

1 9.4 By the actions alleged above, Defendant violated the provisions of RCW
2 49.48.010. As a result of Defendant' unlawful acts, Plaintiff and the Class have
3 been deprived of compensation in amounts to be determined at trial. Pursuant to
4 RCW 49.48.030 are entitled to recover of such amounts, including interest
5 thereon, attorneys' fees, and costs.

6 **X. PRAYER FOR RELIEF**

7 Wherefore, Plaintiff, on their own behalf and on behalf of the members of the Class,
8 prays for judgment against Defendant as follows:
9

- 10 A. Certify the proposed Class;
11 B. Appoint Plaintiff as Class Representative;
12 C. Appoint the undersigned attorneys as Class Counsel;
13 D. Declare that the actions complained of herein violate Washington's statutes, and
14 administrative codes;
15 E. Award Plaintiff and Class Members compensatory, liquidated, and exemplary
16 damages;
17 F. Award attorneys' fees and costs to Plaintiffs' attorneys, as allowed by law;
18 G. Award pre-judgment and post-judgment interest to Plaintiff and Class Members,
19 as provided by law;
20
21 H. Grant an injunction against Defendant from engaging in the unlawful and
22 wrongful conduct set forth herein; and,
23
24 I. Grant such other and further relief as this Court deems necessary.

25 //

26 //

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DATED this July 23, 2024

By: s/ Nolan Lim

Nolan Lim, WSBA #36830

1111 Third Ave. Suite 1850

Seattle, Washington 98101

Telephone: (206) 774-8874

Facsimile: (206) 430-6222

Email: nolan@nolanlimlaw.com

JUSTICE LAW CORPORATION

By: s/ Shunt Tatavos-Gharajeh

Shunt Tatavos-Gharajeh, WSBA #59424

751 N Fair Oaks Ave. Ste 101

Pasadena, CA 91103-3069

Telephone: (206) 774-8874

Facsimile: (206) 430-6222

Email: statavos@justicelawcorp.com

Attorneys for Plaintiff

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

8 TAMMERA HOWE, on her own behalf and on)
the behalf of all others similarly situated,)

Case No.

9 Plaintiff,)

10 vs.)

SUMMONS (20/60 DAYS)

11 TRUSS COMPANY, A Washington Limited)
12 Liability Corporation)
13 Defendant)

14
15 TO: TRUSS COMPANY, LLC
16 1302 Puyallap St. Ste A
Sumner, WA 98390

- 17
18 1. A lawsuit has been started against you in the above-entitled Court by plaintiff. The
plaintiff's claim is stated in the written complaint, a copy of which is served upon you with
19 this summons.
20 2. In order to defend against this lawsuit, you must respond to the complaint by stating your
defense in writing, and serve a copy upon the undersigned attorney for the plaintiff within
21 20 days after the service of this summons if served upon you within the state of Washington
or 60 days if served upon you outside the State of Washington, excluding the day of service,
22 or a default judgment may be entered against you without notice. A default judgment is
one where plaintiff is entitled to what he asks for because you have not responded. If you

1 serve a notice of appearance on the undersigned attorney, you are entitled to notice before
2 a default judgment may be entered.

- 3 3. You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand
4 must be in writing and must be served upon the undersigned attorney for the plaintiff at the
5 address below stated. Within 14 days after you serve the demand, the plaintiff must file
6 this lawsuit with the court, or the service on you of this summons and complaint will be
7 void.
- 8 4. If you wish to seek the advice of an attorney in this matter, you should do so promptly so
9 that your written response, if any, may be served on time.
- 10 5. This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State
11 of Washington.

12 Signed at Seattle, WA this July 23, 2024

13 NOLAN LIM LAW FIRM, PS

14 *S/NOLAN LIM*

15 _____
16 Nolan Lim, WSBA #36830
17 Attorneys for Plaintiff
18 1111 Third Ave. Suite 1850
19 Seattle, WA 98101
20 Office: (206) 774.8874
21 Fax: (206) 430.6222
22 WWW.NOLANLIM.COM
23 NOLAN@NOLANLIMLAW.COM