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2026 MAY 13 01:17 PM
THE HONORABLE JENNIFER PETERSEN
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-17784-0 SEA

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

JOSEPH MAGERA and SHADOW LUTZ,
on their own behalf and on behalf of all others
similarly situated,

Plaintiffs,

v.

HOBAN and ASSOCIATES d/b/a COAST
PROPERTY MANAGEMENT, COAST
MANAGEMENT COMPANY, INC, a
Washington Limited Liability Company;

Defendant.

NO. 25-2-17784-0

**SECOND AMENDED CLASS
ACTION COMPLAINT**

Plaintiffs SHADOW LUTZ and JOE MAGERA (“Plaintiffs”), individually and on
behalf of all others similarly situated, by and through their attorneys of record, for their
Complaint against HOBAN and ASSOCIATES, who upon information and belief does

business as COAST PROPERTY MANAGEMENT, and COAST MANAGEMENT COMPANY, Inc (“Defendant”) hereby state and allege as follows:

I. INTRODUCTION

- 1.1. Defendant operates and specializes in comprehensive property management services across the Pacific Northwest.
- 1.2. Defendant engaged in a common scheme of wage and hour violations against its non-exempt employees. Defendant employs non-exempt property management employees who are assigned to manage and maintain apartment communities throughout the State of Washington.
- 1.3. Defendant willfully denied Plaintiffs 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. Upon information, Defendant had policies that paid Plaintiffs and the Class Members no overtime even when their hours exceeded 40 hours a week.
- 1.5. Plaintiffs 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 Plaintiffs and all other similarly situated employees.
- 1.6. Defendant maintains and enforces policies that unlawfully restrict its low-wage employees from engaging in outside employment.

The *Employee Handbook* expressly prohibits employees from performing outside work with competitors of Defendant. These provisions unlawfully restrict low-wage workers’ rights under RCW 49.62.070.

II. JURISDICTION AND VENUE

- 2.1. Venue is proper in King County because Defendant transacts business in King County.

2.2. Defendant is within the jurisdiction of this Court. Defendant conducts business in the State of Washington and has operations in Washington State, including King, Pierce, and Snohomish County. Defendant obtained the benefits of the laws of the State of Washington and the Washington labor market.

III. PARTIES

3.1. Defendant, Hoban and Associates operates under the name, “Coast Property Management”, is a Washington Limited Liability Company.

3.2. Plaintiff, SHADOW LUTZ, had been employed by Defendant from approximately February of 2022, through March 15, 2024. Plaintiff, Joseph Magera, had been employed by Defendant as non-exempt Maintenance Supervisor from October of 2024 to June of 2025.

3.3. Plaintiffs’ and the Class Members’ job duties included, but were not limited, to roles in property management, maintenance, leasing, office operations, groundskeeping, and other non-exempt jobs.

3.4. During her employment, Plaintiff Lutz, made less than twice the minimum wage during her entire employment tenure.

IV. CLASS ACTION ALLEGATIONS

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

Washington Hourly and Non-Exempt Class

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.

Outside Employment Subclass

1 All individuals employed by Defendant in Washington during the statutory period
2 who:

- 3 (1) earned less than twice the Washington minimum wage; and
4 (2) were subject to any written or unwritten policy, agreement, handbook provision,
5 or supervisory directive that restricted, prohibited, or discouraged outside
6 employment, including but not limited to employment with a competitor, self-
7 employment, or independent contracting.
8

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

13 4.2. Plaintiffs believe there are at least 40 current and former employees in the Class.

14 4.3. Plaintiffs' claims are typical of the claims of the members of the Class because
15 Plaintiffs are non-exempt employees who, like the members of the Class, sustained
16 damages arising out of Defendant's common course of wage and hour violations.

17 4.4. Plaintiffs will fairly and adequately protect the interests of the Class Members.
18 Plaintiffs have retained counsel competent and experienced in complex class action
19 litigation, including employment law.

20 4.5. Common questions of law and fact exist as to Plaintiffs and all members of the Class
21 and predominate over any questions solely affecting individual members of the
22 Class. Among the questions of law and fact common to the Plaintiffs and the Class
23 are:

- 24 a. Whether Defendant has engaged in a common course of failing to properly
25 compensate Plaintiffs and the Class Members for all time worked;
26 b. Whether Defendant has engaged in a common course of failing to properly
compensate Plaintiffs and the Class Members for all time worked in excess of
forty hours per week;

- c. Whether Defendant has engaged in a common course of making unlawful deductions to the wages of Plaintiffs and the Class Members;
- d. Whether Defendant has engaged in a common course of failing to reimburse Plaintiffs and the Class Members for business expenses;
- e. Whether Defendant has engaged in a common course of failing to keep true and accurate time records for all hours worked by Plaintiffs and the Class Members;
- f. Whether Defendant has engaged in a common course of failing to provide Plaintiffs and the Class Members with a ten-minute rest break for every four hours of work;
- g. h. Whether Defendant has engaged in a common course of requiring Plaintiffs and the Class Members to work more than three consecutive hours without a rest break;
- h. Whether Defendant has engaged in a common course of failing to ensure Plaintiffs and the Class Members have taken the rest breaks to which they are entitled;
- i. Whether Defendant has engaged in a common course of failing to pay Plaintiffs and the Class Members an additional ten minutes of compensation for each missed rest break;
- j. Whether Defendant has engaged in a common course of failing to provide Plaintiffs and the Class Members with a thirty-minute meal break for every five hours of work;
- k. Whether Defendant has engaged in a common course of failing to ensure that Plaintiffs and the Class Members have taken the meal breaks to which they are entitled;
- l. Whether Defendant has engaged in a common course of failing to pay Plaintiffs and the Class Members an additional thirty minutes of compensation for each missed meal break;
- m. Whether Defendant has engaged in a common course of failing to pay Plaintiffs and the Class Members all wages due, and at the end of the established pay period, at the end of their employment;
- n. Whether Defendant has violated RCW 49.12.020;

- 1 o. Whether Defendant has violated WAC 296-126-092;
2 p. Whether Defendant has violated WAC 296-126-040;
3 q. Whether Defendant has violated WAC 296-128-010;
4 r. Whether Defendant has violated WAC 296-128-020;
5 s. Whether Defendant has violated RCW 49.46.090;
6 t. Whether Defendant has violated RCW 49.46.120;
7 u. Whether Defendant has violated RCW 49.46.130;
8 v. Whether Defendant has violated RCW 49.48.010;
9 w. Whether Defendant has violated RCW 49.52.050 as to the alleged violations set
10 forth herein;
11 x. Whether Defendant has violated RCW 49.52.060;
12 y. Whether Defendant's policies restricting outside employment for employees
13 earning less than twice the Washington minimum wage violate RCW 49.62.070.
14 The nature and extent of Class-wide injury and the measure of compensation for
15 such injury.

16 4.6. Class action treatment is superior to the alternative for the fair and efficient
17 adjudication of the controversy alleged herein. Such treatment will permit a large
18 number of similarly situated persons to prosecute their modest, purely economic,
19 common claims in a single forum simultaneously, efficiently and without
20 duplication of effort and expense that numerous individual actions would entail. No
21 difficulties are likely to be encountered in the management of this class action that
22 would preclude its maintenance as a class action, and no superior alternative exists
23 for the fair and efficient adjudication of this controversy. The Class is readily
24 identifiable from Defendant's records.

25 4.7. A class action is superior to other available methods for the fair and efficient
26 adjudication of this controversy since joinder of all matters is impractical.
Furthermore, the amounts at stake for many Class Members, while substantial to
them, are not great enough to hire an attorney to prosecute individual suits against
Defendant.

V. SUMMARY OF ALLEGATIONS

- 5.1. Beginning at a date currently unknown to Plaintiffs, but at least as early as January 23rd of 2024, 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 providing property management services in the Washington and the greater Pacific Northwest.
- 5.3. Typically, Defendant takes on all management responsibilities of apartment communities they are contracted to manage.
- 5.4. Plaintiffs and the Class Members have the same primary job duty—to provide management and maintenance services at client locations throughout Washington State, which includes operations, leasing, and maintenance responsibilities.
- 5.5. Defendant had a consistent practice of refusing to pay any regular or overtime time wages for Plaintiffs and the Class Members who spent time working more than 40 hours a week.
- 5.6. Defendant imposed staffing conditions that required Plaintiffs and the Class Members to work through meal and rest breaks.
- 5.7. Plaintiffs and the Class Members have been subject to the same pay policies and practices of Defendant.
- 5.8. Defendant's other non-exempt employees have had similar experiences to those of Plaintiffs. Specifically, the Class Members were subject to a cap on hourly wage payments regardless of actual hours worked; they received inaccurate paystubs that did not reflect all regular and overtime hours worked during each pay period.
- 5.9. Based on the allegations set forth above, Defendant's systematic willful refusal to pay employees resulted in company-wide minimum wage violations under Washington law.
- 5.10. Upon information and belief, Defendant has been on notice that its refusal to compensate non-exempt employees for all hours worked violates Washington State Minimum Wage and Overtime Law.

1 5.11. Based on the effect of Defendant's flawed compensation policies and practices,
2 Plaintiffs and the Class Members have been paid an hourly wage below the
3 applicable state minimum wage; they have thereby been systematically deprived of
4 reasonably approximate hours worked, resulting in their wages falling below the
5 state minimum wage in some or all workweeks.

6 5.12 During her employment with Defendant, Plaintiff Lutz earned less than
7 twice the Washington minimum wage and was subject to Defendant's policy and
8 practice restricting outside employment, including restrictions on working for
9 competitors and requirements that employees obtain prior approval before
engaging in additional work.

10 VI. FIRST CLAIM FOR RELIEF

11 (Failure to Provide Rest and Meal Periods: RCW 49.12.020 and WAC 296-126-092 on 12 Behalf of Plaintiffs and the Class)

13 6.1. RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands
14 that all employees be protected from conditions of labor which have a pernicious
15 effect on their health. The state of Washington, therefore, exercising herein its
16 police and sovereign power declares that inadequate wages and unsanitary
conditions of labor exert such pernicious effect."

17 6.2. RCW 49.12.020 provides that "[i]t shall be unlawful to employ any person in any
18 industry or occupation within the state of Washington under conditions of labor
19 detrimental to their health."

20 6.3. Under RCW 49.12.005 and WAC 296-126-002, "conditions of labor" "means and
21 includes the conditions of rest and meal periods" for employees.

22 6.4. WAC 296-126-092 provides that employees shall be allowed certain paid rest
23 periods during their shifts.

24 6.5. WAC 296-126-092 provides that employees shall be allowed certain meal periods
25 during their shifts.

26 6.6. Under Washington law, Defendant has an obligation to provide employees with the
rest and meal breaks to which they are entitled.

1 6.7. Under Washington law, Defendant has an obligation to ensure that employees take
2 the rest and meal breaks to which they are entitled.

3 6.8. Under Washington law, Defendant has an obligation to provide employees with ten
4 minutes of additional pay for each missed rest break and thirty minutes of additional
5 pay for each missed meal break.

6 6.9. By the actions alleged above, Defendant has violated the provisions of RCW
7 49.12.020 and WAC 296-126-092. 7.10 As a result of these unlawful acts, Plaintiffs
8 and the Class have been deprived of compensation in amounts to be determined at
9 trial, and Plaintiffs and the Class are entitled to the recovery of such damages,
10 including interest thereon, attorneys' fees under RCW 49.48.030, and costs.

11 **VII. SECOND CLAIM FOR RELIEF**

12 **(Payment of Wages Less Than Entitled: RCW 49.46, *ET SEQ.* on 13 Behalf of Plaintiffs and the Class)**

14 7.1. Plaintiffs reallege and incorporate by reference each and every allegation set forth
15 in the preceding paragraphs.

16 7.2. RCW 49.46.120 establishes Washington State's minimum wage and provides for
17 enforcement of more favorable minimum wages that may be established by federal,
18 state, or local law or ordinance.

19 7.3. By the actions alleged above, Defendant failed to pay Plaintiffs and Class members
20 minimum wage pursuant to RCW 49.46 *et seq.*

21 7.4. By the actions alleged above, Defendant has violated the provisions of RCW
22 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130.

23 7.5. As a result of the unlawful acts of Defendant, Plaintiffs and the Class Members have
24 been deprived of compensation in amounts to be determined at trial, and pursuant
25 to RCW 49.46.090.
26

VIII. THIRD CLAIM FOR RELIEF

(Willful Refusal to Pay Wages: RCW 49.52.050 on Behalf of Plaintiffs and the Class)

- 8.1. Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.
- 8.2. RCW 49.52.050(2) provides that any employer who “willfully and with intent to deprive the employee of any part of his wages, pays any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract” is guilty of a misdemeanor.
- 8.3. RCW 49.52.070 provides that any employer who violates the foregoing statute shall be liable in a civil action for twice the amount of wages withheld, together with costs of suit and reasonable attorneys’ fees.
- 8.4. The alleged unlawful actions by Defendant against Plaintiffs and the Class Members, as set forth above, were committed willfully and with intent to deprive Plaintiffs and Class Members of part of their wages.
- 8.5. As such, based on the above allegations, Defendant violated the provisions of RCW 49.52.050.
- 8.6. As a result of the unlawful acts of Defendant, Plaintiffs and the Class Members have been deprived of compensation in amounts to be determined at trial, and pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts, including interest thereon, and attorneys’ fees and costs

IX. FOURTH CLAIM FOR RELIEF

(Unpaid Wages on Termination: RCW 49.48 ET SEQ. on Behalf of Plaintiffs and the Class)

- 9.1. Plaintiffs reallege and incorporates by reference each and every allegation set forth in the preceding paragraphs.
- 9.2. RCW 49.48.010 provides that “when any employee shall cease to work for an employer, whether by discharge or by voluntary withdrawal, the wages due him on account of 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.”

9.3. Defendant failed to pay Plaintiffs and the Class Members all wages due, and at the end of the established pay period, at the end of their employment. This includes, but is not limited to, making unlawful deductions from Plaintiffs’ and the Class Members’ final paychecks, failing to pay Plaintiffs’ and the Class members’ for all wages earned in the final pay period, failing to pay Plaintiffs’ and the Class members’ for all wages earned in prior pay periods, and failure to pay Plaintiffs’ and Class Members’ their final paycheck at the end of the established pay period.

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

X. FIFTH CAUSE OF ACTION - VIOLATION OF RCW 49.62.070

(Unlawful Restrictions of Outside Employment) (On Behalf of Plaintiff Lutz and the Outside Employment Subclass)

10.1. Plaintiff Lutz realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

10.2. At all relevant times, Plaintiff Lutz and members of the Outside Employment Subclass were employees of Defendant in Washington State who earned less than twice the applicable state minimum wage.

10.3. Washington law expressly prohibits employers from restricting, restraining, or otherwise limiting the ability of such employees to engage in outside employment, including but not limited to secondary employment, self-employment, or employment with a competitor, except under narrow and legally permissible circumstances. RCW 49.62.070.

- 1 10.4. Defendants maintained, enforced, and/or implemented uniform policies, practices,
2 and/or agreements that restricted, prohibited, or had the effect of discouraging
3 Plaintiff and members of the Outside Employment Subclass from engaging in
4 outside employment. These policies included, but were not limited to, prohibitions
5 on working for competitors, requirements to obtain prior approval before engaging
6 in outside work, and other restrictions that chilled employees' ability to seek
7 additional employment opportunities.
- 8 10.5. Defendant's restrictions were not reasonably necessary to protect legitimate
9 business interests, were not narrowly tailored, and exceeded any permissible
10 limitations under Washington law, including any purported "duty of loyalty"
11 exception.
- 12 10.6. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Lutz
13 and members of the Outside Employment Subclass were deprived of the
14 opportunity to obtain additional income and suffered economic harm.
- 15 10.7. Pursuant to RCW 49.62.080, Plaintiff Lutz and members of the Outside
16 Employment Subclass are entitled to statutory damages of \$5,000 per violation,
17 together with costs, reasonable attorneys' fees, and such other relief as the Court
18 deems just and proper.
- 19 10.8. Defendant's conduct was willful, knowing, and/or in reckless disregard of
20 Washington law, entitling Plaintiff and the Outside Employment Subclass to all
21 available remedies.

22 **XI. FIFTH CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages** 24 **(RCW 49.46.130 – Washington Minimum Wage Act) (On** 25 **Behalf of Plaintiffs and the Class)**

- 26 11.1. Plaintiffs reallege and incorporate by reference all preceding paragraphs.

1 11.2. Defendant Hoban & Associates is an “employer,” and Plaintiffs and Class Members
2 are “employees” within the meaning of RCW 49.46.

3 11.3. Hoban & Associates was required to pay Plaintiffs and Class Members one and one-
4 half times their regular rate of pay for all hours worked over forty (40) in a
5 workweek.

6 11.4. Hoban & Associates maintained uniform policies and practices that resulted in the
7 underpayment of overtime wages, including:

8 11.5. Failing to record all hours worked, including pre- and post-shift work;

9 11.6. Requiring or permitting off-the-clock work;

10 11.7. Failing to include all forms of compensation in the regular rate; and

11 11.8. Failing to accurately calculate and pay overtime wages.

12 11.9. As a result, Plaintiffs and Class Members worked overtime hours without receiving
13 all overtime compensation owed.

14 11.10. Hoban & Associates’ conduct was willful.

15 **XII. PRAYER FOR RELIEF**

16 Wherefore, Plaintiffs, on their own behalf and on behalf of the members of the Class,
17 pray for judgment against Defendant as follows:

18 A. Certify the proposed Class;

19 B. Appoint Plaintiffs as Class Representatives for Unpaid Wage claims and
20 Plaintiff Lutz for the Outside employment claim;

21 C. Appoint the undersigned attorneys as Class Counsel;

22 D. An order finding that Defendant violated Washington Law

23 E. All unpaid overtime wages due under Washington Law

24 F. An award of double damages as provided by Washington Law

25 G. An award of treble damages as provided by Washington Law

26 H. All compensatory damages due under Washington law, including lost wages,
earnings, and other employee benefits, restitution, and all other sums of money owed to

1 Plaintiffs and Washington Class and Collective members, together with interest on these
2 amounts, according to proof;

3 I. Award Plaintiffs and the Class Members compensatory, liquidated, and
4 exemplary damages;

5 J. Award attorneys' fees and costs to Plaintiffs' attorneys, as allowed by
6 Washington Law;

7 K. Award pre-judgment and post-judgment interest to Plaintiffs and the Class
8 Members, as provided by law;

9 L. Grant and injunction against Defendant from engaging in the unlawful and
10 wrongful conduct set forth herein; and,

11 M. Declaring that Defendant's policies and practices restricting outside employment for
12 employees earning less than twice the Washington minimum wage violate RCW
13 49.62.070;

14 N. Awarding Plaintiff and members of the Outside Employment Subclass statutory
15 damages pursuant to RCW 49.62.080 of \$5,000 per violation;

16 O. Such other and further relief as this Court deems just and proper

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4 DATED this 13th day of May, 2026.
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8 **NOLAN LIM LAW FIRM, PS**

9 By: s/ Nolan Lim

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