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KING COUNTY
SUPERIOR COURT CLERK
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CASE #: 25-2-15295-2 KNT

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

DAVID FALKNER, on his own behalf and on
the behalf of all others similarly situated,

Plaintiff,

v.

SSP AMERICA SEA LLC; SSP AMERICA
SEA II LLC; SSP AMERICA SKY GAMERZ
SEA, LLC;

Defendants.

NO.

CLASS ACTION COMPLAINT

Plaintiff, DAVID FALKNER (“Plaintiff”), individually and on behalf of all others similarly situated, by and through their attorneys of record, for their Complaint against Defendants SSP AMERICA SEA LLC, SSP AMERICA SEA II LLC, AND SSP AMERICA SKY GAMERZ SEA, LLC; (“Defendants”), hereby states and alleges as follows:

I. INTRODUCTION

1.1 Defendants, SSP AMERICA SEA LLC, SSP AMERICA SEA II LLC, and SSP AMERICA SKY GAMERZ SEA, LLC, operate food and beverage concessions in Washington State and specifically in Seattle-Tacoma International Airport (SEA).

1.2 Defendants engaged in a common scheme of wage and hour violations against its non-exempt employees. Defendants employs a diverse range of non-exempt hourly staff at Seattle-Tacoma International Airport to operate its various food and beverage establishments. These roles include, but are not limited to, both front-of-house and back-of-house positions.

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

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

1.5 Plaintiff and the Class Members are current and former hourly-paid or non-exempt employees of Defendants in the State of Washington who have been victimized by Defendants' 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 King County because Defendants transact business in King County and many of the acts, as well as the course of conduct alleged herein, occurred in part in King County.

2.2 Defendants are within the jurisdiction of this Court. Defendants conduct business in the State of Washington and have operations in Washington State, including King County. Defendants obtained the benefits of the laws of the State of Washington and the Washington labor market.

III. PARTIES

- 3.1. Defendants, SSP America Sea LLC, SSP America Sea II LLC, And SSP America Sky Gamerz Sea, LLC, are each incorporated as Washington Limited Liability Companies. (Hereinafter “Defendants”)
- 3.2. Plaintiff, David Falkner, is a resident of Washington and was, at all relevant times, an employee of Defendants until his employment was terminated.

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 Defendants 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 Defendants, any entity in which Defendants have a controlling interest, or which has a controlling interest in Defendants, and Defendants’ 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.

- 4.2. Plaintiff believes there are at least 40 current and former employees in the Class.
- 4.3. Plaintiff’s claims are typical of the claims of the members of the Class because Plaintiff is a non-exempt employee who, like the members of the Class, sustained damages arising out of Defendants’ common course of wage and hour violations.
- 4.4. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff has retained counsel competent and experienced in complex class action litigation, including employment law.
- 4.5. Common questions of law and fact exist as to Plaintiff and all members of the Class and predominate over any questions solely affecting individual members

1 of the Class. Among the questions of law and fact common to the Plaintiff and
2 the Class are:

- 3 a. Whether Defendants have engaged in a common course of failing to properly
4 compensate Plaintiffs and Class members for all time worked;
- 5 b. Whether Defendants have engaged in a common course of failing to properly
6 compensate Plaintiffs and Class members for all time worked in excess of forty
7 hours per week;
- 8 c. Whether Defendants have engaged in a common course of making unlawful
9 deductions to the wages of Plaintiffs and Class members;
- 10 d. Whether Defendants are joint employers and/or jointly and severally liable for the
11 unlawful acts set forth herein;
- 12 e. Whether Defendants have engaged in a common course of failing to keep true and
13 accurate time records for all hours worked by Plaintiffs and Class members;
- 14 f. Whether Defendants have engaged in a common course of failing to provide
15 Plaintiffs and Class members with a ten-minute rest break for every four hours of
16 work;
- 17 g. h. Whether Defendants have engaged in a common course of requiring Plaintiffs
18 and Class members to work more than three consecutive hours without a rest break;
- 19 h. Whether Defendants have engaged in a common course of failing to ensure
20 Plaintiffs and Class members have taken the rest breaks to which they are entitled;
- 21 i. Whether Defendants have engaged in a common course of failing to pay Plaintiffs
22 and Class members an additional ten minutes of compensation for each missed rest
23 break;
- 24 j. Whether Defendants have engaged in a common course of failing to provide
25 Plaintiffs and Class members with a thirty-minute meal break for every five hours of
26 work;
- k. Whether Defendants have engaged in a common course of failing to ensure that
Plaintiffs and Class members have taken the meal breaks to which they are entitled;
- l. Whether Defendants have engaged in a common course of failing to pay Plaintiffs
and Class members an additional thirty minutes of compensation for each missed
meal break;

- 1 m. Whether Defendants have engaged in a common course of failing to pay Plaintiffs
2 and Class members all wages due, and at the end of the established pay period, at
3 the end of their employment;
- 4 n. Whether Defendants have violated RCW 49.12.020;
- 5 o. Whether Defendants have violated WAC 296-126-092;
- 6 p. Whether Defendants have violated WAC 296-126-040;
- 7 q. Whether Defendants have violated WAC 296-128-010; s. Whether Defendants have
8 violated WAC 296-128-020;
- 9 r. Whether Defendants have violated RCW 49.46.090;
- 10 s. Whether Defendants have violated RCW 49.46.120;
- 11 t. Whether Defendants have violated RCW 49.46.130;
- 12 u. Whether Defendants have violated RCW 49.48.010;
- 13 v. Whether Defendants have violated RCW 49.52.050 as to the alleged violations set
14 forth herein;
- 15 w. Whether Defendants have violated RCW 49.52.060;
- 16 x. Whether Defendants have violated SMC 14.19 and SMC 14.20
- 17 y. The nature and extent of Class-wide injury and the measure of compensation for
18 such injury.

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

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

1 4.8 Pursuant to RCW 60.90.020, Plaintiffs and class members assert wage lien rights
2 against Defendants' property, both real and personal, in the amount of unpaid wages,
3 plus interest, costs, and attorney's fees as allowed by law. Plaintiffs will serve notice of
4 their intent to record a lien under RCW 60.90.030 unless Defendants satisfies the wage
5 debt or posts a bond to secure the same. Plaintiffs may record such liens on behalf of the
6 class and seek enforcement consistent with RCW 60.90.080 and RCW 60.90.090.
7 Plaintiffs may pursue lien enforcement as authorized under RCW 60.90.080 and RCW
8 60.90.090. These liens are asserted on behalf of the Class to ensure that Defendants'
9 assets are not dissipated while the wage claims are pending adjudication.

10 V. SUMMARY OF ALLEGATIONS

- 11 5.1. Beginning at a date currently unknown to Plaintiff, but at least as early as March
12 of 2022, Defendants committed, and continue to commit, acts of wage abuse
13 against its non-exempt employees, including but not limited to willfully failing to
14 provide them with meal and rest breaks.
- 15 5.2. Defendants are in the business of providing food and beverage concessions in
16 travel locations across North America, including King County.
- 17 5.3. Plaintiff and the Class Members have the same primary job duty—to operate
18 various food and beverage establishments at locations throughout Seattle-Tacoma
19 International Airport.
- 20 5.4. Defendants had a consistent practice of failing to provide Plaintiff and Class
21 Members with meal and rest breaks.
- 22 5.5. Defendants had a consistent practice of refusing to pay any regular or overtime
23 time wages for Plaintiff and Class Members who spent time working more than
24 40 hours a week.
- 25 5.6. Plaintiff and Class Members have been subject to the same pay policies and
26 practices of Defendants.

1 5.7. Upon information and belief, all of Defendants' other non-exempt employees
2 have had similar experiences to those of Plaintiff. Specifically, the Class Members
3 were subject to a cap on hourly wage payments regardless of actual hours worked;
4 they received inaccurate paystubs that did not reflect all regular and overtime
5 hours worked during each pay period.

6 5.8. Based on the allegations set forth above, Defendants' systematic willful refusal to
7 pay employees resulted in company-wide minimum wage violations under
8 Washington law.

9 5.9. Upon information and belief, Defendants have been on notice that its refusal to
10 compensate non-exempt employees for all hours worked violate Washington
11 State Minimum Wage and Overtime Law.

12 5.10. Based on the effect of Defendants' flawed compensation policies and practices,
13 Plaintiff and the Class Members have been paid an hourly wage below the
14 applicable state minimum wage; resulting in their wages falling below the state
15 minimum wage in some or all workweeks.

16 VI. CLAIMS

17 **FIRST CLAIM OF RELIEF (VIOLATION OF RCW 49.12.020 AND WAC 296-126-092-** 18 **FAILURE TO PROVIDE REST AND MEAL BREAK PERIODS)**

19 ***(On Behalf of Plaintiffs and the Class)***

20 6.1. RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands
21 that all employees be protected from conditions of labor which have a pernicious
22 effect on their health. The state of Washington, therefore, exercising herein its
23 police and sovereign power declares that inadequate wages and unsanitary
24 conditions of labor exert such pernicious effect."
25
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, Defendants have an obligation to provide employees with
11 the rest and meal breaks to which they are entitled.
- 12 6.7. Under Washington law, Defendants have an obligation to ensure that employees
13 take the rest and meal breaks to which they are entitled.
- 14 6.8. Under Washington law, Defendants have 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, Defendants have violated the provisions of RCW
18 49.12.020 and WAC 296-126-092. 7.10 As a result of these unlawful acts,
19 Plaintiffs and the Class have been deprived of compensation in amounts to be
20 determined at trial, and Plaintiffs 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 **SECOND CLAIM FOR RELIEF**

24 **(Payment of Wages Less Than Entitled: RCW 49.46, *et seq.*)**

25 **(On Behalf of Plaintiffs and the Class)**

- 26 6.10 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

1 6.11 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 federal,
3 state, or local law or ordinance.

4 6.12 By the actions alleged above, Defendants failed to pay Plaintiff and Class
5 members minimum wage pursuant to RCW 49.46 *et seq.*

6 6.13 By the actions alleged above, Defendants have violated the provisions of RCW
7 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130.

8 6.14 As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
9 have been deprived of compensation in amounts to be determined at trial, and pursuant
10 to RCW 49.46.090.

11 **THIRD CLAIM FOR RELIEF**

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

13 ***(On Behalf of Plaintiffs and the Class)***

14 6.15 Plaintiff realleges and incorporates by reference each and every allegation set
15 forth in the preceding paragraphs.

16 6.16 RCW 49.52.050(2) provides that any employer who “willfully and with intent to
17 deprive the employee of any part of his wages, pays any employee a lower wage
18 than the wage such employer is obligated to pay such employee by any statute,
19 ordinance, or contract” is guilty of a misdemeanor.

20 6.17 RCW 49.52.070 provides that any employer who violates the foregoing statute
21 shall be liable in a civil action for twice the amount of wages withheld, together
22 with costs of suit and reasonable attorneys’ fees.

23 6.18 The alleged unlawful actions by Defendants against Plaintiff and Class Members,
24 as set forth above, were committed willfully and with intent to deprive Plaintiff
25 and Class Members of part of their wages.

26 6.19 As such, based on the above allegations, Defendants violated the provisions of
RCW 49.52.050.

6.20 As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
have been deprived of compensation in amounts to be determined at trial, and

1 pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts,
2 including interest thereon, and attorneys' fees and costs.

3 **FOURTH CLAIM FOR RELIEF**
4 **(Violation of RCW 49.46.130 — Failure to Pay Overtime Wages)**
5 **(On Behalf of Plaintiffs and the Class)**

6 6.10. Plaintiff and the Class reallege and incorporate by reference each and every
7 allegation set forth in the preceding paragraphs.

8 6.11. RCW 49.46.130 provides that “no employer shall employ any of his or her
9 employees for a workweek longer than forty hours unless such employee receives
10 compensation for his or her employment in excess of the hours above specified at a rate
11 not less than one and one-half times the regular rate at which he or she is employed.”

12 6.12. By the actions alleged above, Defendants have violated the provision of RCW
13 49.46.130.

14 6.13. As a result of the unlawful acts of Defendants, Plaintiff and the Class members
15 have been deprived of compensation in amounts to be determined at trial, and Plaintiff
16 and the Class members are entitled to the recovery of such damages, including interest
17 thereon, attorneys' fees and costs under RCW 49.46.090.
18

19 **XII. PRAYER FOR RELIEF**
20

21 Wherefore, Plaintiff, on her own behalf and on behalf of the members of the Class,
22 prays for judgment against Defendants as follows:

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

- 1 E. Award Plaintiff and Class Members compensatory, liquidated, and exemplary
2 damages;
3 F. Award attorneys' fees and costs to Plaintiff's attorneys, as allowed by law;
4 G. Award pre-judgment and post-judgment interest to Plaintiff and Class Members,
5 as provided by law;
6 H. Grant and injunction against Defendants from engaging in the unlawful and
7 wrongful conduct set forth herein; and,
8 I. Grant such other and further relief as this Court deems necessary.

9 DATED this 20th day of May, 2025.

10 **NOLAN LIM LAW FIRM, PS**

11
12 By: s/ Nolan Lim

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