

THE HONORABLE RICHARD JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE

MARDILLO ARNOLD, individually and
on behalf of all those similarly situated,

Plaintiff,

vs.

MARRIOT INTERNATIONAL, a Foreign
Profit Corporation; Jason Tyler, an
individual,

Defendant.

No. 2:24-cv-00221-RAJ

SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES

Plaintiff claims against Defendants as follows:

I. NATURE OF ACTION

1.1. Plaintiff Mardillo Arnold individually, and on behalf of all individuals currently or formerly employed by Defendants in Washington State in hourly-paid or non-exempt positions, brings this action for money damages and statutory penalties for violations of Washington Industrial Welfare Act (“IWA”), RCW 49.12, Minimum Wage Act (“MWA”), RCW 49.46, Wage Payment Act (“WPA”), RCW 49.48,

1 Wage Rebate Act (“WRA”), RCW 49.52, and Seattle Municipal Code (SMC) 14.20
2 (“Seattle Wage Theft Ordinance”).

3 **II. JURISDICTION AND VENUE**

4 2.1. The Superior Court of Washington has jurisdiction of Plaintiff’s claims pursuant to
5 RCW 2.08.010.

6 2.2. Venue in King County is appropriate pursuant to RCW 4.12.025.

7 2.3. Defendants transact business and operate in King County.

8 2.4. At least some of the acts and omissions alleged in this Complaint took place in the
9 State of Washington and King County.

10 2.5. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C.
11 § 1332(d)(4)(A), because more than two-thirds of the members of the proposed
12 plaintiff class in the aggregate are citizens of Washington; significant relief is
13 sought from Defendants by members of the plaintiff class; the alleged conduct of
14 Defendants forms a significant basis for the claims asserted by the proposed
15 plaintiff class; Defendant is a citizen of Washington; the principal injuries resulting
16 from the alleged conduct or any related conduct of Defendants were incurred in
17 Washington; and during the three-year period preceding the filing of this action, no
18 other class action has been filed asserting same or similar factual allegations against
19 Defendants on behalf of the same or other persons. Alternatively, federal
20 jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C. §
21 1332(d)(4)(B), because two-thirds or more of the members of all proposed plaintiff
22 classes in the aggregate and the primary Defendants are citizens of the state of
23 Washington. Federal jurisdiction is also inappropriate under the Class Action
24 Fairness Act, 28 U.S.C. § 1332(d)(6), because the matter in controversy,
25 determined by aggregating the claims of the individual class members, does not
26 exceed the sum or value of \$5,000,000, exclusive of interest and costs.

1 2.6. Federal jurisdiction is inappropriate under the diversity jurisdiction, pursuant to 28
2 U.S.C. § 1332(a), because the matter in controversy between Plaintiff and
3 Defendants does not exceed the sum or value of \$75,000, exclusive of interest and
4 costs.

5 **III. PARTIES**

6 3.1. Defendant Marriott International, Inc. is headquartered in Bethesda, Maryland and
7 operates its location, “The Westin Seattle” and serves customers throughout
8 Washington including King County. Marriott is an employer for the purposes of
9 the IWA, MWA, WPA, and WRA.

10 3.2. Defendant Jason Tyler is an individual who resides in Washington State. Mr. Tyler
11 is the Convention Services Manager at the Westin Seattle, in Seattle, WA and
12 exercised control over Plaintiff and putative class members. Defendant Tyler has at
13 all relevant times been a manager of Marriott International who is engaged in the
14 Managing of all events at the Westin Seattle, including managing the scheduling
15 and payments, and exercising control over how Plaintiff and those similarly situated
16 are paid and the working conditions they are subjected to. Defendant Tyler is a
17 citizen of Washington.

18 3.3. Plaintiff Mardillo Arnold, hereafter “Arnold,” is a resident of King County,
19 Washington, and a current employee of Defendants, at its location the Westin
20 Seattle.

21 **IV. FACTUAL ALLEGATIONS**

22
23 4.1. Plaintiff and members of the putative class and the Seattle subclass (as defined in
24 section 5.2 below) are or were employed by Defendant in Washington state in
25 positions paid on a non-exempt hourly wage basis.
26

1 4.2. Defendant created and maintained work schedules and a working environment that
2 discouraged Plaintiff and members of the putative class and the Seattle subclass
3 from taking rest periods in compliance with Washington law.

4 4.3. During the class period, Plaintiff regularly did not take a meal break within the first
5 five hours of his shift due to work demands and short staffing, yet Defendant failed
6 to provide him with compensation for the missed or late meal period on his
7 paystubs, as required by law. Upon information and belief, Plaintiff's time records
8 during the class period show Plaintiff taking meal breaks after the first five hours
9 of his shift, but the corresponding paystubs show no additional payments for a late,
10 missed, or short lunch break. Upon information and belief, Defendant maintained
11 a uniform policy and practice requiring Plaintiff and other similarly situated hourly
12 employees to clock out for lunch, thereby tracking when meal breaks occurred.
13 Despite having actual or constructive knowledge that Plaintiff and other class
14 members frequently worked more than five consecutive hours without a timely
15 meal break, a short meal break, or a missed meal break, Defendant failed to pay
16 them the required additional compensation for missed or late meal periods.

17 4.4. During the class period, Defendant Jason Tyler occasionally communicated work-
18 related requests to Plaintiff and other class members outside of their scheduled
19 shifts, including before clock-in and during meal breaks. For example, during the
20 busy holiday seasons that typically occurred the first half of December 2021, 2022
21 and 2023, Tyler directed Plaintiff to assist with conference and event setups at the
22 Westin Seattle while Plaintiff and staff were not clocked in and at lunch. This
23 24 25 26

1 included Tyler directing Plaintiff to ensure events had adequate seating,
2 decorations, av equipment, supplies, and several other miscellaneous tasks
3 associated with preparing conference rooms and events. Plaintiff responded to
4 these communications from Tyler regularly as part of his work duties. Upon
5 information and belief, similarly situated employees to Plaintiff responded to off-
6 the-clock communications while not clocked in but were not compensated for their
7 time as well, in violation of Washington wage and hour laws.

9 4.5. During the class period, Plaintiff regularly performed work off the clock before
10 the start of their scheduled shifts. Upon information and belief, Defendant
11 Jason Tyler personally observed Plaintiff and other similarly situated
12 employees performing such pre-shift work on multiple occasions. Despite
13 having authority to authorize compensation for this off-the-clock or pre-shift
14 work, Defendant Tyler failed to ensure that Plaintiff and putative class
15 members were paid for the time worked. Defendant's failure to compensate
16 for pre-shift work was part of a broader pattern and practice affecting other
17 hourly employees. Upon information and belief, Defendant had a policy,
18 practice, or procedure that did not compensate Plaintiff and other members of
19 the putative class and Seattle subclass for work done pre-shift even if observed
20 by Defendant's management staff.

23 4.6. During the week of December 9, 2023, Plaintiff's worked three consecutive hours
24 without a rest break due to work demands and staff shortages and time pressure to
25 complete set up for events. During that week, and during all weeks of Plaintiff's
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1 employment, Defendant did not have a policy, practice, or procedure that scheduled
2 10-minute rest breaks for staff and Defendant's management had a practice of not
3 prioritizing rest breaks for Plaintiff and those similarly situated. Upon information
4 and belief, Defendant's lack of scheduled 10 minute rest breaks for staff
5 occasionally resulted in Plaintiff and other members of the putative class not
6 receiving 10-minute rest breaks when work demands forced them to work
7 continuously without a rest break.
8

9 4.7. Defendant failed to maintain records showing the occurrence, timing, and duration
10 of paid rest breaks. During the class period, Plaintiff and members of the putative
11 class and Seattle subclass were at times required to work more than three
12 consecutive hours without receiving a rest break, in violation of Washington law.
13 For example, during the week of December 16, 2023, Plaintiff's team was
14 understaffed by Defendant. As a result, Plaintiff missed his 10-minute rest breaks
15 on several days while assisting with conference setup duties. Plaintiff recalls
16 receiving a text message from his manager, Benji, directing him to complete setup
17 tasks despite knowing Plaintiff was on his lunch break. Plaintiff also informed Benji
18 that the team needed "two more" staff members to complete a ballroom setup, but
19 no additional personnel were assigned. Consequently, Plaintiff and his team were
20 required to perform physically demanding setup work without receiving rest breaks
21 or legally compliant meal periods within the first five hours of their shifts. Upon
22 information and belief, other members of the putative class and Seattle subclass
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1 were similarly deprived of rest breaks on occasion due to chronic understaffing and
2 excessive workload demands.

3
4 4.8. On or about January 21, 2024, Plaintiff received a text message from a coworker,
5 expressing frustration over the excessive workload and chronic understaffing. The
6 coworker stated, “They been working us like we are slaves man,” and further wrote,
7 “But it [is] a lot and the most he gives us is 2 people and that’s not fair—1600
8 people and 2 housemen and [a] supervisor.” Plaintiff and other similarly situated
9 employees regularly experienced understaffing and unreasonable workloads during
10 large events, which interfered with their ability to take required rest and meal breaks
11 and contributed to wage and hour violations alleged herein.

12
13 4.9. On or about January 24, 2024, Plaintiff worked more than three consecutive hours
14 without receiving a rest break. That day, Plaintiff’s manager instructed him and his
15 team to place Lollipop-themed decorations in front of several conference rooms.
16 During that day, Plaintiff did not take a rest break during the first three hours of his
17 shift and did not take his lunch break until after working more than five hours.
18 Throughout his shift, Plaintiff received multiple work-related text messages from
19 his manager on his personal cellphone. Defendant did not compensate Plaintiff for
20 the missed rest period or for the required use of his personal phone to perform work
21 duties. Upon information and belief, other members of the putative class and Seattle
22 subclass were similarly deprived of rest breaks on occasion due to chronic
23 understaffing and excessive workload demands.
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2 4.10. On or about the week of March 13, 2024, Plaintiff was instructed by a staff member
3 named Benji to perform tasks before the start of his scheduled shift. Plaintiff made
4 management aware of Benji directing Plaintiff to do work prior to his shift starting.
5 Plaintiff did not received payment for work done prior to clocking in for his shift
6 on this occasion, and several other occasions while working for Defendant. Upon
7 information and belief, Defendant knowingly failed to compensate Plaintiff and
8 other member of the putative class for off the clock work, despite having
9 constructive knowledge of such work occurring.
10

11 4.11. On or about March 10, 2025, Plaintiff recalls working through rest breaks in an
12 effort to set up the conference and banquet rooms with himself and other housemen.
13

14 4.12. On or about April 5, 2024, while Plaintiff was on a lunch break, he received work-
15 related text messages from his supervisor. Plaintiff responded by stating, “It’s not
16 a break if I have to keep this texting up—I’m still working. Can I get paid for this?”
17 His manager replied, “Yes.” Despite this acknowledgment, Plaintiff did not receive
18 compensation for working during that break. Upon information and belief,
19 Defendant regularly required Plaintiff and other members of the putative class to
20 perform work-related duties during designated rest and meal breaks without
21 providing premium compensation required under Washington and Seattle law.
22 Defendant failed to track or compensate for these interruptions, resulting in unpaid
23 wages and missed break premiums across the class.
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1 4.13. During the class period, Defendant Jason Tyler occasionally communicated with
2 Plaintiff and other putative class members via their personal cell phones for work-
3 related purposes, including by phone calls and text messages. For example, on or
4 about October 24, 2024, Mr. Tyler sent Plaintiff several work-related text messages
5 on Plaintiff's personal cell phone. Despite Defendant text Plaintiff on his personal
6 cell phones for business communications, neither Defendant Marriott nor Mr. Tyler
7 reimbursed Plaintiff or similarly situated employees for the associated expenses, in
8 violation of RCW 49.52.050 and the Seattle Municipal Code 14.20. Upon
9 information and belief, Defendant had a policy, practice, or procedure of not
10 compensating Plaintiff and members of the putative class for personal cell phone
11 usage.
12

13 4.14. Plaintiff and members of the putative class and the Seattle subclass were not
14 scheduled for and, at times, did not take a rest period in a duration of at least ten
15 minutes, on the employer's time, for every four hours worked.
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17 4.15. Defendant failed to establish and maintain a process for Plaintiff and members of
18 the putative class and the Seattle subclass to report and be paid for instances of
19 when they were required to work over three consecutive hours without a rest period,
20 when they did not receive a rest period in at least a ten-minute duration, or when
21 they failed to receive a rest period of at least ten minutes in length for each four
22 hours worked.
23

24 4.16. Upon information and belief, Defendant did not compensate Plaintiff and members
25 of the putative class and the Seattle subclass for an additional ten minutes of work,
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1 at their regular rate of pay, for each instance it required them to work greater than
2 three consecutive hours without a rest period, provided a rest period in a duration
3 of less than ten minutes, or did not provide a rest period of at least ten minutes in
4 duration for each four hours worked. For example, Defendant did not compensate
5 Plaintiff for an additional ten minutes of work when he missed rest breaks during
6 the weeks of December 10, 2022, December 9, 2023, while Plaintiff was setting
7 up several conference rooms for large events.
8

9 4.17. Defendant did not compensate Plaintiff and members of the putative class and the
10 Seattle subclass for rest periods separately and in addition to the piecework,
11 commission, and/or other productivity-based wages.
12

13 4.18. There is no fairly debatable issue of law or any objectively or subjectively
14 reasonable dispute whether Defendant needed to compensate Plaintiff and members
15 of the putative class and the Seattle subclass with an additional ten minutes of work,
16 at their regular rate of pay, for each instance it required them to work greater than
17 three consecutive hours without a rest period, provided a rest period in a duration
18 of less than ten minutes, or did not provide a rest period of at least ten minutes in
19 duration for each four hours worked.
20

21 4.19. Defendant's failure to compensate Plaintiff and members of the putative class and
22 the Seattle subclass with an additional ten minutes of work, at their regular rate of
23 pay, for each instance it required them to work greater than three consecutive hours
24 without a rest period, provided a rest period in a duration of less than ten minutes,
25 or did not provide a rest period of at least ten minutes in duration for each four
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1 hours worked was intentional and deliberate and was not the result of administrative
2 or clerical errors.

3 4.20. Defendant created and maintained work schedules, job requirements, and a working
4 environment that discouraged Plaintiff and members of the putative class and the
5 Seattle subclass from taking meal periods in compliance with Washington law.

6
7 4.21. Plaintiff and members of the putative class and the Seattle subclass frequently
8 worked shifts greater than five hours in duration, and at times were not scheduled
9 for, were not provided with, did not take, and did not waive their rights to thirty-
10 minute meal periods.

11 4.22. At times, Defendant failed to provide Plaintiff and members of the putative class
12 and the Seattle subclass with meal periods in a duration of at least thirty minutes
13 commencing no less than two hours nor more than five hours from the beginning
14 of their shifts.

15
16 4.23. Defendant failed to establish and maintain a process for Plaintiff and members of
17 the putative class and the Seattle subclass to report and be compensated for
18 instances of when they were not provided a meal period of at least thirty minutes
19 commencing no less than two hours nor more than five hours from beginning of
20 their shift for shifts greater than five hours in duration, or when they were otherwise
21 required to work over five consecutive hours without or between meal periods.

22
23 4.24. Defendant failed to compensate Plaintiff and members of the putative class and the
24 Seattle subclass with an additional thirty minutes of work, at their regular rate of
25 pay, for each instance of when they were not provided a meal period of at least
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1 thirty minutes commencing no less than two hours nor more than five hours from
2 beginning of their shift for shifts greater than five hours in duration, or when they
3 were otherwise required to work over five consecutive hours without or between
4 meal periods.

5
6 4.25. Defendant created work conditions that required Plaintiff and members of the
7 putative class and the Seattle subclass to work outside of their scheduled shifts and
8 not receive compensation before shifts started.

9 Defendant staff interrupted Plaintiff's meal and rest breaks because Defendant did
10 not have staff to backfill or float to accommodate Arnold's meal and rest breaks in
11 contrast to the duties Marriott expected them to perform. On information and belief,
12 this was and remains a policy and practice common to all Class members.

13
14 4.26. There is no fairly debatable issue of law or any objectively or subjectively
15 reasonable dispute whether Defendant needed to compensate Plaintiff and members
16 of the putative class and the Seattle subclass with an additional thirty minutes of
17 work, at their regular rate of pay, for each instance of when they were not provided
18 a meal period of at least thirty minutes commencing no less than two hours nor
19 more than five hours from beginning of their shift for shifts greater than five hours
20 in duration, or when they were otherwise required to work over five consecutive
21 hours without or between meal periods.

22
23 4.27. Defendant's failure to compensate Plaintiff and members of the putative class and
24 the Seattle subclass with an additional thirty minutes of work, at their regular rate
25 of pay, for each instance of when they were not provided a meal period of at least
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1 thirty minutes commencing no less than two hours and no more than five hours
2 from beginning of their shift for shifts greater than five hours in duration, or when
3 they were otherwise required to work over five consecutive hours without or
4 between meal periods was intentional and deliberate and was not the result of
5 administrative or clerical errors.
6

7 4.28. At times, Plaintiff and members of the putative class and the Seattle subclass were
8 absent from work resulting from:

- 9 (1) personal mental or physical illness, injury, or health condition;
10 (2) medical diagnosis, care, or treatment of a mental or physical illness,
11 injury, or health condition;
12 (3) preventative medical care;
13 (4) care for a family member with a mental or physical illness, injury,
14 or health condition;
15 (5) care for a family member who needs medical diagnosis, care, or
16 treatment of a mental or physical illness, injury, or health condition;
17 (6) care of a family member who needs preventative medical care;
18 (7) Defendant's business being closed by order of a public official for
19 any health-related reason, such as COVID;
20 (8) child's school or place of care being closed for any health-related
21 reason, such as COVID; or
22 (9) leave under the domestic violence leave act, chapter 49.76 RCW.
23
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- 1 4.29. Defendant failed to provide paid sick leave at a rate of at least one hour for every
2 forty hours worked by Plaintiff and members of the putative class.
- 3 4.30. Defendant required Plaintiff and members of the putative class and the Seattle
4 subclass to use his personal cell phone to perform work on a regular basis.
- 5 4.31. Defendant did not reimburse Plaintiff and members of the putative class and the
6 Seattle subclass for any costs associated with using personal cell phones.
- 7 4.32. Plaintiff's counsel is experienced in complex wage and hour class action litigation
8 and has been appointed Class Counsel in dozens of similar cases.
- 9 4.33. Plaintiff's counsel has adequate financial resources to prosecute this claim through
10 trial and beyond.
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14 **V. CLASS ACTION ALLEGATIONS**

- 15 5.1. Pursuant to Civil Rule 23, Plaintiff brings this case as a class action against
16 Defendants on behalf of a Class as defined as follows:
17 All hourly-paid or non-exempt employees of Defendants in Washington
18 State from three years prior to the filing of Plaintiff's complaint, January
19 11, 2021, through the final resolution of this case.
20
- 21 5.2. Pursuant to Civil Rule 23, Plaintiff also bring this case as a class action against
22 Defendants on behalf of a subclass as defined as follows:
23 All hourly-paid or non-exempt employees of Defendants in Washington
24 State who worked in the City of Seattle from January 11, 2021, through
25 the final resolution of this case.
26

1 5.3. This action is properly maintainable as a class action under CR 23(a) and (b)(3).

2 5.4. The number of putative class and Seattle subclass members exceeds forty and
3 therefore, pursuant to CR 23(a)(1), it is impracticable to join all of the members of
4 the class as defined herein as named plaintiffs.

5 5.5. Pursuant to CR 23(a)(2), there are common questions of law and fact among
6 Plaintiff and members of the putative class and the Seattle subclass including, but
7 not limited to:

8 (1) Whether Defendants were required to keep records of the
9 occurrence, time and duration of rest periods provided to members of the putative
10 class;

11 (2) whether Defendants failed to keep records of the occurrence, time
12 and duration of rest periods;

13 (3) whether Defendants required members of the putative class and the
14 Seattle subclass to work greater than three consecutive hours without a rest period;

15 (4) whether Defendants failed to ensure members of the putative class
16 and the Seattle subclass received a compliant rest period of at least ten minutes in
17 length, on the employer's time, for each four hours worked;

18 (5) whether Defendants were required to compensate members of the
19 putative class and the Seattle subclass for an additional ten minutes of work for
20 each instance they required them to work greater than three consecutive hours
21 without a rest period, provided a rest period in a duration of less than ten minutes,
22 or did not provide a rest period of at least ten minutes in duration, on the employer's
23 time, for each four hours worked;

24 (6) whether Defendants failed to compensate members of the putative
25 class and the Seattle subclass for an additional ten minutes of work for each instance
26 they required them to work greater than three consecutive hours without a rest

1 period, provided a rest period in a duration of less than ten minutes, or did not
2 provide a rest period of at least ten minutes in duration, on the employer's time, for
3 each four hours worked;

4 (7) whether Defendants failed to compensate members of the putative
5 class and the Seattle subclass for rest periods separately and in addition to the
6 piecework, commission, and/or other productivity-based wages;

7 (8) whether Defendants failed to compensate members of the putative
8 class and the Seattle subclass for rest periods separately and in addition to the
9 piecework, commission, and/or other productivity-based wages;

10 (9) whether Defendants were required to provide members of the
11 putative class and the Seattle subclass with meal periods in a duration of at least
12 thirty minutes commencing no less than two hours nor more than five hours from
13 the beginning of their shifts;

14 (10) whether Defendants failed to provide members of the putative class
15 and the Seattle subclass with meal periods in a duration of at least thirty minutes
16 commencing no less than two hours nor more than five hours from the beginning
17 of their shifts;

18 (11) whether Defendants were required to provide second meal periods
19 in a duration of at least thirty minutes for shifts greater than ten and one-half hours
20 in duration or otherwise required members of the putative class and the Seattle
21 subclass to work greater than five consecutive hours without or between meal
22 periods;

23 (12) whether Defendants failed to provide second meal periods in a
24 duration of at least thirty minutes for shifts greater than ten and one-half hours in
25 duration or otherwise required members of the putative class and the Seattle
26

1 subclass to work greater than five consecutive hours without or between meal
2 periods;

3 (13) whether Defendants were required to compensate members of the
4 putative class and the Seattle subclass with an additional thirty minutes of work, at
5 their regular rate of pay, for each instance of when they were not provided a meal
6 period of at least thirty minutes commencing no less than two hours nor more than
7 five hours from beginning of their shift for shifts greater than five hours in duration,
8 or when they were otherwise required to work over five consecutive hours without
9 or between meal periods;

10 (14) whether Defendants failed to compensate members of the putative
11 class and the Seattle subclass with an additional thirty minutes of work, at their
12 regular rate of pay, for each instance of when they were not provided a meal period
13 of at least thirty minutes commencing no less than two hours nor more than five
14 hours from beginning of their shift for shifts greater than five hours in duration, or
15 when they were otherwise required to work over five consecutive hours without or
16 between meal periods;

17 (15) whether Defendants were required to provide paid sick leave at a
18 rate of at least one hour for every forty hours worked by members of the putative
19 class;

20 (16) whether Defendants failed to provide paid sick leave at a rate of at
21 least one hour for every forty hours worked by members of the putative class;

22 (17) whether Defendants failed to compensate members of the putative
23 class and the Seattle subclass for sick leave at the employee's regular and normal
24 wage.

25 (18) whether Defendants were required to allow members of the putative
26 class and the Seattle subclass to use accrued paid sick leave for qualifying absences;

1 (19) whether Defendants failed to allow members of the putative class
2 and the Seattle subclass to use accrued paid sick leave for qualifying absences;

3 (20) whether Defendants acted willfully and with the intent of depriving
4 wages or other compensation.

5 5.6. Pursuant to CR 23(a)(3), the named Plaintiff's claims are typical of the claims of
6 all putative class and Seattle subclass members and of Defendants' anticipated
7 defenses thereto.

8 5.7. The named and their counsel will fairly and adequately protect the interests of the
9 class as required by CR 23(a)(4).

10 5.8. Pursuant to CR 23(b)(3), class certification is appropriate here because questions
11 of law or fact common to members of the putative class and Seattle subclass
12 predominate over any questions affecting only individual members, and because a
13 class action is superior to other available methods for the fair and efficient
14 adjudication of the controversy.

15 **VI. FIRST CAUSE OF ACTION – FAILURE TO ACCRUE AND**
16 **ALLOW THE USE OF PAID SICK LEAVE IN VIOLATION OF THE**
17 **WASHINGTON MINIMUM WAGE ACT**

18 6.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.

19 6.2. The Washington Paid Safe and Sick Leave Act, RCW 49.46.210, and its
20 implementing regulations WAC 296-128-620 require that employees accrue paid
21 sick leave for all hours worked at a rate of at least one hour for every forty hours
22 worked.

23 6.3. Defendant Marriott failed to accurately track and account for all hours worked
24 by Plaintiff and members of the putative class and Seattle subclass, including
25 time spent working through rest and meal breaks. As a result, Plaintiff and
26 similarly situated employees were not credited for all hours actually worked.

1 This failure to properly account for compensable time directly and negatively
 2 impacted the accrual of paid sick leave, which is calculated based on total
 3 hours worked. Accordingly, Defendant's unlawful timekeeping practices led to
 4 a systemic under-accrual of paid sick leave benefits in violation of Washington
 5 law.
 6

7 6.4. Defendants violated the MWA by failing to accrue sick leave for and failing to
 8 allow the usage of paid sick leave for qualifying absences by Plaintiff and members
 9 of the putative class and Seattle subclass.

10 6.5. Pursuant to RCW 49.46.200, Defendants must compensate members of the
 11 putative class and the Seattle subclass for sick leave at the employee's regular and
 12 normal wage;

13 6.6. As a result of Defendants' acts and omissions, Plaintiff and members of the
 14 putative class and the Seattle subclass have been damaged in amounts as will be
 15 proven at trial.

16 **VII. SECOND CAUSE OF ACTION – CLASSWIDE FAILURE TO PAY**
 17 **WAGES OWED IN VIOLATION OF WASHINGTON LAW**

18 7.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.

19 7.2. The Washington Industrial Welfare Act, RCW 49.12, and its implementing
 20 regulation, WAC 296-126-092, require employers to provide thirty-minute meal
 21 periods to their employees for work shifts greater than five hours in length and
 22 prohibit employees from working more than five consecutive hours without a meal
 23 period.

24 7.3. Employees have an implied cause of action for violations of RCW 49.12 to protect
 25 them from conditions of labor that have a pernicious effect on their health. *Wingert*
 26 *v. Yellow Freight Systems, Inc.*, 146 Wn.2d 841, 850 (2002).

- 1 7.4. A meal period violation is a wage violation with employees entitled to thirty
2 minutes of additional compensation for each instance they are required to work
3 more than five consecutive hours without a compliant meal period. *Hill v. Garda*
4 *CL Nw., Inc.*, 191 Wn.2d 553, 560 (2018), citing *Hill v. Garda CL Nw., Inc.*, 198
5 Wn. App 326, 361 (2017).
- 6 7.5. Defendants violated the Industrial Welfare Act and its implementing regulation by
7 failing to provide members of the putative class and the Seattle subclass with
8 compliant thirty-minute meal periods and by creating work schedules, staffing
9 levels and conditions of work that discouraged compliant meal periods.
- 10 7.6. Defendants' practice of failing to provide or pay Plaintiff and the Class for all meal
11 and rest breaks deprived them of pay for all straight time and overtime hours
12 actually worked, in violation of Washington law, including RCW 49.46.020, RCW
13 49.46.090, RCW 49.46.130, and RCW 49.52.050.
- 14 7.7. Defendants violated the Minimum Wage Act and SMC 14.20 when they failed to
15 compensate members of the putative class and the Seattle subclass for thirty
16 minutes of work for each time they did not provide a meal period in a duration of
17 thirty minutes commencing between the second and fifth hour from the start of their
18 shift or when they required them to work greater than five consecutive hours
19 without or between meal periods.
- 20 7.8. Defendants' practices and policies encouraged Plaintiff and the Class to work off
21 the clock depriving them of pay for all straight time and overtime hours actually
22 worked, in violation of Washington law, including RCW 49.46.020, RCW
23 49.46.090, RCW 49.46.130, and RCW 49.52.050.
- 24 7.9. The Washington Industrial Welfare Act, RCW 49.12, and its implementing
25 regulation, WAC 296-126-092, require employers to provide a rest period of not
26 less than ten minutes, on the employer's time, for each four hours of working time.

- 1 7.10. Employees have an implied cause of action for violations of RCW 49.12 to protect
2 them from conditions of labor that have a pernicious effect on their health. *Wingert v.*
3 *Yellow Freight Systems, Inc.*, 146 Wn.2d 841, 850 (2002).
- 4 7.11. A rest period violation is a wage violation with employees entitled to ten minutes of
5 additional compensation for each instance they are required or allowed to work longer
6 than three consecutive hours without a rest break. *Id* at 849.
- 7 7.12. Defendants violated the Industrial Welfare Act and its implementing regulation by
8 failing to ensure Plaintiff and members of the putative class and the Seattle subclass
9 received a ten-minute paid rest period for every four hours worked and by failing to
10 keep records of the occurrence, time and duration of rest periods taken, by failing to
11 implement a process for members of the putative class and the Seattle subclass to report
12 missed or otherwise noncompliant rest periods and by creating work schedules, staffing
13 levels and conditions of work that discouraged paid rest periods.
- 14 7.13. Defendants violated the Minimum Wage Act and SMC 14.20 when they failed to
15 compensate Plaintiff and members of the putative class and the Seattle subclass for an
16 additional ten minutes of work for each instance they required them to work greater
17 than three consecutive hours without a rest period, provided a rest period in a
18 duration of less than ten minutes, or did not provide a rest period of at least ten
19 minutes in duration for each four hours worked.
- 20 7.14. Defendants violated the Industrial Welfare Act, the Minimum Wage Act, and SMC
21 14.20 when they failed to compensate Plaintiff and members of the putative class
22 and the Seattle subclass for rest periods separately and in addition to piecework,
23 commission, and/or other productivity-based wages.
- 24 7.15. As a result of Defendants' acts and omissions, Plaintiff and members of the putative
25 class and the Seattle subclass have been damaged in amounts as will be proven at trial.
26

VIII. THIRD CAUSE OF ACTION – UNLAWFUL FAILURE TO REIMBURSE EMPLOYEE FOR EXPENSES

8.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs;

8.2. By the foregoing, Defendants’ actions constitute a violation SMC 14.20.020 which requires Defendants to pay Plaintiff and the putative class and Seattle subclass members for all “Compensation” which includes reimbursement for employee expenses.

8.3. As a result of Defendants’ acts and omissions, Plaintiff has been damaged in amounts as will be proven at trial.

IX. FOURTH CAUSE OF ACTION – CLASSWIDE WILLFUL WITHHOLDING OF WAGES IN VIOLATION OF THE WASHINGTON WAGE REBATE ACT

9.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.

9.2. By the foregoing, Defendants’ actions constitute willful withholding of wages due in violation of RCW 49.52.050 and 070.

9.3. As a result of Defendants’ acts and omissions, Plaintiff and members of the putative class and the Seattle subclass have been damaged in amounts as will be proven at trial.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests this Court enter an order against Defendants granting the following relief:

- A. Certification of this case as a class action pursuant to CR 23(a) and (b)(3);
- B. Damages for unpaid wages in amounts to be proven at trial;
- C. Exemplary damages pursuant to RCW 49.52.070;
- D. Treble Damages pursuant to SMC 14.20;

1 E. Attorneys' fees and costs pursuant to RCW 49.46.090, 49.48.030, 49.52.070,
2 49.60.030;

3 F. Additional Attorneys' fees pursuant to all applicable factors outlined in *Bowers v.*
4 *Transamerica Title Ins.*, 100 Wn.2d 581, 593-597 (1983);

5 G. Prejudgment interest pursuant to RCW 19.52.010; and

6 H. Such other and further relief as the Court deems just and proper.

7
8 DATED this August 1, 2025

9
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