

August 21 2024 8:30 AM

CONSTANCE R. WHITE
COUNTY CLERK
NO: 24-2-10242-1

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

LEANDREA COLON-LOPEZ, on her own behalf
and on the behalf of all others similarly situated,

Plaintiff,

v.

INFINITY GLOBAL DISTRIBUTION, LLC., a
Washington Limited Liability Company;

Defendant.

Case No.

COMPLAINT FOR DAMAGES

Plaintiff LEANDREA COLON-LOPEZ ("Plaintiff"), individually and on behalf of all
others similarly situated, by and through their attorneys of record, for their Complaint against
Defendant INFINITY GLOBAL DISTRIBUTION ("Defendant") hereby states and alleges as
follows.

I. INTRODUCTION

- 1.1. Defendant is a global brand management group and owner of consumer brands and real estate across a variety of industries.
- 1.2. Defendant engaged in a common scheme of wage and hour violations against its non-exempt employees.
- 1.3. Defendant INFINITY GLOBAL DISTRUBTION 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 cell phones 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 only partial payment for overtime even when there 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 has operations in Washington State, including Pierce County. Defendant obtained the benefits of the laws of the State of Washington and the Washington labor market.

III. PARTIES

3.1. Defendant, Infinity Global Distribution, is a Washington Limited Liability Company.

3.2. Plaintiff, Colon-Lopez, had been employed by Defendant as a non-exempt Customer Service Representative from June of 2021 through March of 2022.

3.3. Plaintiff and Class Members duties included, but were not limited to, customer service, client communication, and inventory assessment.

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.

4.2. 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.

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

1 4.4. Plaintiffs' claims are typical of the claims of the members of the Class because
2 Plaintiff is a non-exempt employee who, like the members of the Class, sustained
3 damages arising out of Defendant's common course of wage and hour violations.

4 4.5. Plaintiff will fairly and adequately protect the interests of the Class Members.
5 Plaintiff has retained counsel competent and experienced in complex class action
6 litigation, including employment law.

7 4.6. Common questions of law and fact exist as to Plaintiff and all members of the
8 Class and predominate over any questions solely affecting individual members of
9 the Class. Among the questions of law and fact common to the Plaintiff and the
10 Class are:

- 11 a. Whether Defendant has engaged in a common course of failing to properly
12 compensate Plaintiff and Class members for all time worked;
- 13 b. Whether Defendant has engaged in a common course of failing to properly
14 compensate Plaintiff and Class members for all time worked in excess of forty
15 hours per week;
- 16 c. Whether Defendant has engaged in a common course of making unlawful
17 deductions to the wages of Plaintiff and Class members;
- 18 d. Whether Defendant has engaged in a common course of failing to reimburse
19 Plaintiff and Class Members for business expenses;
- 20 e. Whether Defendant has engaged in a common course of failing to keep true and
21 accurate time records for all hours worked by Plaintiff and Class members;
- 22 f. Whether Defendant has engaged in a common course of failing to provide
23 Plaintiff and Class members with a ten-minute rest break for every four hours of
24 work;
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- 1 g. h. Whether Defendant has engaged in a common course of requiring Plaintiff
2 and Class members to work more than three consecutive hours without a rest
3 break;
- 4 h. Whether Defendant has engaged in a common course of failing to ensure
5 Plaintiff and Class members have taken the rest breaks to which they are
6 entitled;
- 7 i. Whether Defendant has engaged in a common course of failing to pay Plaintiff
8 and Class members an additional ten minutes of compensation for each missed
9 rest break;
- 10 j. Whether Defendant has engaged in a common course of failing to provide
11 Plaintiff and Class members with a thirty-minute meal break for every five hours
12 of work;
- 13 k. Whether Defendant has engaged in a common course of failing to ensure that
14 Plaintiff and Class members have taken the meal breaks to which they are
15 entitled;
- 16 l. Whether Defendant has engaged in a common course of failing to pay Plaintiff
17 and Class members an additional thirty minutes of compensation for each
18 missed meal break;
- 19 m. Whether Defendant has engaged in a common course of failing to pay Plaintiff
20 and Class members all wages due, and at the end of the established pay period,
21 at the end of their employment;
- 22 n. Whether Defendant has violated RCW 49.12.020;
- 23 o. Whether Defendant has violated WAC 296-126-092;
- 24
- 25
- 26

- 1 p. Whether Defendant has violated WAC 296-126-040;
- 2 q. Whether Defendant has violated WAC 296-128-010;
- 3 r. Whether Defendant has violated WAC 296-128-020;
- 4 s. Whether Defendant has violated RCW 49.46.090;
- 5 t. Whether Defendant has violated RCW 49.46.120;
- 6 u. Whether Defendant has violated RCW 49.46.130;
- 7 v. Whether Defendant has violated RCW 49.48.010;
- 8 w. Whether Defendant has violated RCW 49.52.050 as to the alleged violations set
- 9 forth herein;
- 10
- 11 x. Whether Defendant has violated RCW 49.52.060;
- 12 y. The nature and extent of Class-wide injury and the measure of compensation for
- 13 such injury.
- 14

15 4.7. Class action treatment is superior to the alternative for the fair and efficient

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

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

18 common claims in a single forum simultaneously, efficiently and without

19 duplication of effort and expense that numerous individual actions would entail.

20 No difficulties are likely to be encountered in the management of this class action

21 that would preclude its maintenance as a class action, and no superior alternative

22 exists for the fair and efficient adjudication of this controversy. The Class is

23 readily identifiable from Defendant's records.

24 4.8. A class action is superior to other available methods for the fair and efficient

25 adjudication of this controversy since joinder of all matters is impractical.

26 Furthermore, the amounts at stake for many Class Members, while substantial to

1 them, are not great enough to hire an attorney to prosecute individual suits against
2 Defendant.

3 **V. SUMMARY OF ALLEGATIONS**

- 4 5.1. Beginning at a date currently unknown to Plaintiff, but at least as early as June of
5 2021, Defendant committed, and continues to commit, acts of wage abuse against
6 its non-exempt employees, including but not limited to willfully failing to pay
7 them the minimum wage required by the minimum wage laws of Washington.
8 5.2. Defendant is in the business of providing distribution services and supply chain
9 management.
10 5.3. Defendant required that Plaintiff and the Class Members use their own cell phones
11 for work purposes without compensation.
12 5.4. Defendant had a consistent practice of refusing to pay any regular or overtime
13 time wages for Plaintiff and Class Members who spent time working more than
14 40 hours a week.
15 5.5. Defendant imposed staffing conditions that required Plaintiff and Class Members
16 to work through meal and rest breaks.
17 5.6. Plaintiff and Class Members have been subject to the same pay policies and
18 practices of Defendant.
19 5.7. Upon information and belief, all of Defendant's other non-exempt employees
20 have had similar experiences to those of Plaintiff. Specifically, the Class Members
21 were subject to a cap on hourly wage payments regardless of actual hours worked;
22 they were not adequately compensated for maintenance and use of their personal
23 cell phones; they received inaccurate paystubs that did not reflect all regular and
24 overtime hours worked during each pay period.
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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
6 State Minimum Wage and Overtime Law.

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

12 5.11. Plaintiff and the Class Members have experienced under-reimbursements for
13 personal cell phone expenses, which have reduced their wages below the
14 minimum wage rate of the State of Washington.

16 VI. FIRST CLAIM OF RELIEF

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

18 On Behalf of Plaintiff and the Class

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

- 1 6.3. Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and
2 includes the conditions of rest and meal periods” for employees.
- 3 6.4. WAC 296-126-092 provides that employees shall be allowed certain paid rest
4 periods during their shifts.
- 5 6.5. WAC 296-126-092 provides that employees shall be allowed certain meal periods
6 during their shifts.
- 7 6.6. Under Washington law, Defendant has an obligation to provide employees with
8 the rest and meal breaks to which they are entitled.
- 9 6.7. Under Washington law, Defendant has an obligation to ensure that employees
10 take the rest and meal breaks to which they are entitled.
- 11 6.8. Under Washington law, Defendant has an obligation to provide employees with
12 ten minutes of additional pay for each missed rest break and thirty minutes of
13 additional pay for each missed meal break.
- 14 6.9. By the actions alleged above, Defendant has violated the provisions of RCW
15 49.12.020 and WAC 296-126-092. 7.10 As a result of these unlawful acts,
16 Plaintiff and the Class have been deprived of compensation in amounts to be
17 determined at trial, and Plaintiff and the Class are entitled to the recovery of such
18 damages, including interest thereon, attorneys’ fees under RCW 49.48.030, and
19 costs.

20 **VII. SECOND CLAIM FOR RELIEF**
21 **(PAYMENT OF WAGES LESS THAN ENTITLED: RCW 49.46, ET**
22 **SEQ.)**

- 23 7.1. Plaintiff realleges and incorporates by reference each and every allegation set
24 forth in the preceding paragraphs.
- 25 7.2. RCW 49.46.120 establishes Washington State’s minimum wage and provides
26 for enforcement of more favorable minimum wages that may be
established by federal, state, or local law or ordinance.

1 7.3. By the actions alleged above, Defendant failed to pay Plaintiff and Class
2 members minimum wage pursuant to RCW 49.46 *et seq.*

3 7.4. By the actions alleged above, Defendant has violated the provisions of RCW
4 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130.

5 7.5. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
6 have been deprived of compensation in amounts to be determined at trial,
7 and pursuant to RCW 49.46.090.

8 **VIII. THIRD CLAIM FOR RELIEF**

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

10
11 8.1. Plaintiff realleges and incorporates by reference each and every allegation set
12 forth in the preceding paragraphs.

13 8.2. RCW 49.52.050(2) provides that any employer who “willfully and with intent to
14 deprive the employee of any part of his wages, pays any employee a lower wage
15 than the wage such employer is obligated to pay such employee by any statute,
16 ordinance, or contract” is guilty of a misdemeanor.

17 8.3. RCW 49.52.070 provides that any employer who violates the foregoing statute
18 shall be liable in a civil action for twice the amount of wages withheld, together
19 with costs of suit and reasonable attorneys’ fees.

20 8.4. The alleged unlawful actions by Defendant against Plaintiff and Class Members,
21 as set forth above, were committed willfully and with intent to deprive Plaintiff
22 and Class Members of part of their wages.

23 8.5. As such, based on the above allegations, Defendant violated the provisions of
24 RCW 49.52.050.

25 8.6. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
26 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 **IX. THIRD CLAIM FOR RELIEF**

4 **(Unpaid Wages on Termination: RCW 49.48 et seq.)**

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

- 6
- 7 9.1. Plaintiff realleges and incorporates by reference each and every allegation set
8 forth in the preceding paragraphs.
- 9 9.2. RCW 49.48.010 provides that "when any employee shall cease to work for an
10 employer, whether by discharge or by voluntary withdrawal, the wages due him
11 on account of his employment shall be paid to him at the end of the established
12 pay period." The statute further states that it shall be unlawful for "any employer
13 to withhold or divert any portion of an employee's wages."
- 14 9.3. Defendant failed to pay Plaintiff and the Class all wages due, and at the end of
15 the established pay period, at the end of their employment. This includes, but is
16 not limited to, making unlawful deductions from Plaintiffs' and Class members'
17 final paychecks, failing to pay Plaintiff and Class members for all wages earned
18 in the final pay period, failing to pay Plaintiff and Class members for all wages
19 earned in prior pay periods, and failure to pay Plaintiff and Class members their
20 final paycheck at the end of the established pay period.
- 21 9.4. By the actions alleged above, Defendant violated the provisions of RCW
22 49.48.010. As a result of Defendant' unlawful acts, Plaintiff and the Class have
23 been deprived of compensation in amounts to be determined at trial. Pursuant to
24 RCW 49.48.030 are entitled to recover of such amounts, including interest
25 thereon, attorneys' fees, and costs.
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1 **X. FOURTH CLAIM FOR RELIEF – FAILURE TO ACCRUE AND**
2 **ALLOW THE USE OF PAID SICK LEAVE IN VIOLATION OF THE**
3 **WASHINGTON MINIMUM WAGE ACT**

4 10.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.

5 10.2. The Washington Paid Safe and Sick Leave Act, RCW 49.46.210, and its
6 implementing regulations WAC 296-128-620 require that employees accrue paid
7 sick leave for all hours worked at a rate of at least one hour for every forty hours
8 worked.

9 10.3. Defendants violated the MWA by failing to accrue sick leave for and failing to
10 allow the usage of all paid sick leave accrued for qualifying absences by Plaintiff
11 and members of the putative class and Seattle subclass.

12 10.4. Pursuant to RCW 49.46.200, Defendants must compensate members of the
13 putative class at the employee's regular and normal wage;

14 10.5. As a result of Defendants' acts and omissions, Plaintiff and members of the
15 putative class and the Seattle subclass have been damaged in amounts as will be
16 proven at trial.

17 **XI. PRAYER FOR RELIEF**

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

20 11.1. Certify the proposed Class;

21 11.2. Appoint Plaintiff as Class Representative;

22 11.3. Appoint the undersigned attorneys as Class Counsel;

23 11.4. Declare that the actions complained of herein violate Washington's statutes, and
24 administrative codes;

25 11.5. Award Plaintiff and Class Members compensatory, liquidated, and exemplary
26 damages;

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- 1 11.6. Award attorneys' fees and costs to Plaintiffs' attorneys, as allowed by law;
2 11.7. Award pre-judgment and post-judgment interest to Plaintiff and Class Members,
3 as provided by law;
4 11.8. Grant an injunction against Defendant from engaging in the unlawful and
5 wrongful conduct set forth herein; and,
6 11.9. Grant such other and further relief as this Court deems necessary.
7

8 DATED this 30th day of August, 2024.
9

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