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

9 BANGORN SAYASENG AND
10 BRANDON SAYASENG, individually and
on behalf of all those similarly situated;

11 Plaintiffs,

12 vs.

13 GEODIS LOGISTICS, LLC. a Tennessee
14 Limited Liability Company;

15 Defendant.

No.

CLASS ACTION COMPLAINT FOR
UNPAID WAGES

16 Plaintiffs claim against Defendant as follows:

17 **I. NATURE OF ACTION**

18 1.1. Plaintiffs BANGORN SAYASENG and BRANDON SAYASENG individually,
19 and on behalf of all individuals currently or formerly employed by Defendant in
20 Washington State in non-exempt hourly paid positions brings this action for money
21 damages and statutory penalties for violations of Washington Industrial Welfare
22 Act ("IWA"), RCW 49.12, Minimum Wage Act ("MWA"), RCW 49.46, Wage
23 Payment Act ("WPA"), RCW 49.48, Wage Rebate Act ("WRA"), RCW 49.52.

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1 4.3. Upon information and belief, Defendant had a policy and practice throughout their
2 locations in Washington that often-required Plaintiffs and members of the putative
3 class to continuously meet shipping production goals and forego meal and rest
4 breaks.

5 4.4. Defendant failed to keep records of the occurrence, time, duration of paid rest
6 periods.

7 4.5. At times, Plaintiffs and members of the putative class were required to work more
8 than three consecutive hours without a rest period. Indeed, Plaintiffs' and members
9 of the putative class were directed to take "no breaks".

10 4.6. Plaintiffs and members of the putative class were not scheduled for and, at times,
11 did not take a rest period in a duration of at least ten minutes, on the employer's
12 time, for every four hours worked.

13 4.7. Defendant failed to establish and maintain a process for Plaintiffs and members of the
14 putative class to report and be paid for instances of when they were required to work
15 over three consecutive hours without a rest period, when they did not receive a rest
16 period in at least a ten-minute duration, or when they failed to receive a rest period of
17 at least ten minutes in length for each four hours worked.

18 4.8. Defendant did not compensate Plaintiffs and members of the putative class for an
19 additional ten minutes of work, at their regular rate of pay, for each instance it
20 required them to work greater than three consecutive hours without a rest period,
21 provided a rest period in a duration of less than ten minutes, or did not provide a
22 rest period of at least ten minutes in duration for each four hours worked.

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1 4.9. There is no fairly debatable issue of law or any objectively or subjectively reasonable
2 dispute whether Defendant needed to compensate Plaintiffs and members of the
3 putative class with an additional ten minutes of work, at their regular rate of pay,
4 for each instance it required them to work greater than three consecutive hours
5 without a rest period, provided a rest period in a duration of less than ten minutes,
6 or did not provide a rest period of at least ten minutes in duration for each four
7 hours worked.

8 4.10. Defendant's failure to compensate Plaintiffs and members of the putative class with an
9 additional ten minutes of work, at their regular rate of pay, for each instance it
10 required them to work greater than three consecutive hours without a rest period,
11 provided a rest period in a duration of less than ten minutes, or did not provide a
12 rest period of at least ten minutes in duration for each four hours worked was
13 intentional and deliberate and was not the result of administrative or clerical errors.

14 4.11. Defendant created and maintained work schedules, job requirements, and a working
15 environment that discouraged Plaintiffs and members of the putative class from
16 taking meal periods in compliance with Washington law.

17 4.12. Plaintiffs and members of the putative class frequently worked shifts greater than
18 five hours in duration, and at times were not scheduled for, were not provided with,
19 did not take, and did not waive their rights to thirty-minute meal periods.

20 4.13. At times, Defendant failed to provide Plaintiffs and members of the putative class
21 with meal periods in a duration of at least thirty minutes commencing no less than
22 two hours nor more than five hours from the beginning of their shifts.

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1 4.14. Defendant failed to establish and maintain a process for Plaintiffs and members of
2 the putative class to report and be compensated for instances of when they were not
3 provided a meal period of at least thirty minutes commencing no less than two hours
4 nor more than five hours from beginning of their shift for shifts greater than five
5 hours in duration, or when they were otherwise required to work over five
6 consecutive hours without or between meal periods.

7 4.15. Defendant failed to compensate Plaintiffs and members of the putative class with
8 an additional thirty minutes of work, at their regular rate of pay, for each instance
9 of when they were not provided a meal period of at least thirty minutes commencing
10 no less than two hours nor more than five hours from beginning of their shift for
11 shifts greater than five hours in duration, or when they were otherwise required to
12 work over five consecutive hours without or between meal periods.

13 4.16. There is no fairly debatable issue of law or any objectively or subjectively reasonable
14 dispute whether Defendant needed to compensate Plaintiffs and members of the
15 putative class with an additional thirty minutes of work, at their regular rate of pay,
16 for each instance of when they were not provided a meal period of at least thirty
17 minutes commencing no less than two hours nor more than five hours from
18 beginning of their shift for shifts greater than five hours in duration, or when they
19 were otherwise required to work over five consecutive hours without or between
20 meal periods.

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- 1 4.17. Defendant's failure to compensate Plaintiffs and members of the putative class with an
2 additional thirty minutes of work, at their regular rate of pay, for each instance of
3 when they were not provided a meal period of at least thirty minutes commencing
4 no less than two hours and no more than five hours from beginning of their shift
5 for shifts greater than five hours in duration, or when they were otherwise required
6 to work over five consecutive hours without or between meal periods was
7 intentional and deliberate and was not the result of administrative or clerical errors.
- 8 4.18. Defendant failed to provide paid sick leave at a rate of at least one hour for every
9 forty hours worked by Plaintiffs and members of the putative class.
- 10 4.19. Plaintiff's Bangorn, Brandon Sayaseng, and members of the putative class had to
11 work over 11-hour shifts without an additional meal period of at least 30 minutes.
12 Upon information and belief, Defendant has a policy and practice of not providing
13 30-minute meal breaks for every 5 hours of consecutive work.
- 14 4.20. Plaintiffs' counsel is experienced in complex wage and hour class action litigation and
15 has been appointed Class Counsel in dozens of similar cases.
- 16 4.21. Plaintiffs' counsel has adequate financial resources to prosecute this claim through trial
17 and beyond.

18 **V. VI. CLASS ACTION ALLEGATIONS**

- 19 5.1. Pursuant to Civil Rule 23, Plaintiffs bring this case as a class action against
20 Defendant on behalf of a Class as defined as follows:
21 All individuals who are or were employed by Defendant in Washington
22 State in non-exempt hourly paid positions from March 26, 2021,
23 through the final resolution of this case.
- 24 5.2. This action is properly maintainable as a class action under CR 23(a) and (b)(3).

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1 5.3. The number of putative class members exceeds forty and therefore, pursuant to CR
2 23(a)(1), it is impracticable to join all the members of the class as defined herein as
3 named plaintiffs.

4 5.4. Pursuant to CR 23(a)(2), there are common questions of law and fact among
5 Plaintiffs and members of the putative class including, but not limited to:

6 (1) Whether Defendant was required to keep records of the occurrence,
7 time and duration of rest periods provided to Plaintiffs and members of the putative
8 class;

9 (2) whether Defendant failed to keep records of the occurrence, time
10 and duration of rest periods;

11 (3) whether Defendant required Plaintiffs and members of the putative
12 class to work greater than three consecutive hours without a rest period;

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

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

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1 (6) whether Defendant failed to compensate Plaintiffs and members of
2 the putative class for an additional ten minutes of work for each instance it required
3 them to work greater than three consecutive hours without a rest period, provided
4 a rest period in a duration of less than ten minutes, or did not provide a rest period
5 of at least ten minutes in duration, on the employer's time, for each four hours
6 worked;

7 (7) whether Defendant was required to compensate Plaintiffs and
8 members of the putative class for rest periods separately and in addition to the
9 piecework, commission, and/or other productivity-based wages;

10 (8) whether Defendant failed to compensate Plaintiffs and members of
11 the putative class for rest periods separately and in addition to the piecework,
12 commission, and/or other productivity-based wages;

13 (9) whether Defendant was required to provide Plaintiffs and members
14 of the putative class with meal periods in a duration of at least thirty minutes
15 commencing no less than two hours nor more than five hours from the beginning
16 of their shifts;

17 (10) whether Defendant failed to provide Plaintiffs and members of the
18 putative class with meal periods in a duration of at least thirty minutes commencing
19 no less than two hours nor more than five hours from the beginning of their shifts;

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

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1 (12) whether Defendant failed to provide second meal periods in a
2 duration of at least thirty minutes for shifts greater than ten and one-half hours in
3 duration or otherwise required Plaintiffs and members of the putative class to work
4 greater than five consecutive hours without or between meal periods;

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

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

19 (15) whether Defendant was required to provide paid sick leave at a rate
20 of at least one hour for every forty hours worked by Plaintiffs and members of the
21 putative class;

22 (16) whether Defendant failed to provide paid sick leave at a rate of at
23 least one hour for every forty hours worked by Plaintiffs and members of the
24 putative class;

25 (17) whether Defendant failed to compensate Plaintiffs and members of
26 the putative class for sick leave at the employee's regular and normal wage.

1 (18) whether Defendant was required to allow Plaintiffs and members of
2 the putative class to use accrued paid sick leave for qualifying absences;

3 (19) whether Defendant failed to allow Plaintiffs and members of the
4 putative class to use accrued paid sick leave for qualifying absences;

5 (20) whether Defendant acted willfully and with the intent of depriving
6 wages or other compensation.

7 5.5. Pursuant to CR 23(a)(3), the named Plaintiffs' claims are typical of the claims of
8 the putative class and of Defendant's anticipated defenses thereto.

9 5.6. The named Plaintiffs and their counsel will fairly and adequately protect the
10 interests of the class as required by CR 23(a)(4).

11 5.7. Pursuant to CR 23(b)(3), class certification is appropriate here because questions
12 of law or fact common to members of the class predominate over any questions
13 affecting only individual members, and because a class action is superior to other
14 available methods for the fair and efficient 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. Plaintiffs restate and reallege 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 requires 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 violated the MWA by failing to accrue sick leave for and failing to allow
24 the usage of paid sick leave for qualifying absences by Plaintiffs and members of
25 the putative class.

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1 6.4. Pursuant to RCW 49.46.200, Defendant must compensate Plaintiffs and members
2 of the putative class for sick leave at the employee's regular and normal wage;

3 6.5. As a result of Defendant's acts and omissions, Plaintiffs and members of the
4 putative class have been damaged in amounts as will be proven at trial.

5 **VII. SECOND CAUSE OF ACTION – CLASSWIDE FAILURE TO**
6 **PROVIDE MEAL PERIODS IN VIOLATION OF THE WASHINGTON**
7 **INDUSTRIAL WELFARE ACT AND FAILURE TO COMPENSATE FOR**
8 **VIOLATIONS OF THE WASHINGTON MINIMUM WAGE ACT**

9 6.6 Plaintiffs restate and reallege the allegations set forth in all preceding paragraphs.

10 6.7 The Washington Industrial Welfare Act, RCW 49.12, and its implementing
11 regulation, WAC 296-126-092, require employers to provide thirty-minute meal
12 periods to their employees for work shifts greater than five hours in length and
13 prohibits employees from working more than five consecutive hours without a meal
14 period.

15 6.8 Employees have an implied cause of action for violations of RCW 49.12 to protect
16 them from conditions of labor that have a pernicious effect on their health. *Wingert*
17 *v. Yellow Freight Systems, Inc.*, 146 Wn.2d 841, 850 (2002).

18 6.9 A meal period violation is a wage violation with employees entitled to thirty
19 minutes of additional compensation for each instance they are required to work
20 more than five consecutive hours without a compliant meal period. *Hill v. Garda*
21 *CL Nw., Inc.*, 191 Wn.2d 553, 560 (2018), citing *Hill v. Garda CL Nw., Inc.*, 198
22 Wn. App 326, 361 (2017).

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1 6.10 Defendant violated the Industrial Welfare Act and its implementing regulation by
2 failing to provide Plaintiffs and members of the putative class with compliant thirty-
3 minute meal periods and by creating work schedules, staffing levels and conditions
4 of work that discouraged compliant meal periods.

5 6.11 Defendant violated the Minimum Wage Act when it failed to compensate Plaintiffs
6 and members of the putative class for thirty minutes of work for each it did not
7 provide a meal period in a duration of thirty minutes commencing between the
8 second and fifth hour from the start of their shift or when it required them to work
9 greater than five consecutive hours without or between meal periods.

10 6.12 As a result of Defendant's acts and omissions, Plaintiffs and members of the
11 putative class have been damaged in amounts as will be proven at trial.

12 **VIII. THIRD CAUSE OF ACTION – CLASSWIDE FAILURE ENSURE**
13 **REST PERIODS IN VIOLATION OF THE WASHINGTON**
14 **INDUSTRIAL WELFARE ACT AND FAILURE TO COMPENSATE**
15 **FOR VIOLATIONS IN VIOLATION OF THE WASHINGTON**
16 **MINIMUM WAGE ACT**

17 8.1. Plaintiffs restate and reallege the allegations set forth in all preceding paragraphs.

18 8.2. The Washington Industrial Welfare Act, RCW 49.12, and its implementing
19 regulation, WAC 296-126-092, require employers to provide a rest period of not
20 less than ten minutes, on the employer's time, for each four hours of working time.

21 8.3. Employees have an implied cause of action for violations of RCW 49.12 to protect
22 them from conditions of labor that have a pernicious effect on their health. *Wingert*
23 v. *Yellow Freight Systems, Inc.*, 146 Wn.2d 841, 850 (2002).

24 8.4. A rest period violation is a wage violation with employees entitled to ten minutes
25 of additional compensation for each instance they are required or allowed to work
26 longer than three consecutive hours without a rest break. *Id* at 849.

1 8.5. Defendant violated the Industrial Welfare Act and its implementing regulation by
2 failing to ensure Plaintiffs and members of the putative class received a ten-minute
3 paid rest period for every four hours worked and by failing to keep records of the
4 occurrence, time and duration of rest periods taken, by failing to implement a
5 process for Plaintiffs and members of the putative class to report missed or
6 otherwise noncompliant rest periods and by creating work schedules, staffing levels
7 and conditions of work that discouraged paid rest periods.

8 8.6. Defendant violated the Minimum Wage Act when it failed to compensate Plaintiffs
9 and members of the putative class for an additional ten minutes of work for each
10 instance it required them to work greater than three consecutive hours without a
11 rest period, provided a rest period in a duration of less than ten minutes, or did not
12 provide a rest period of at least ten minutes in duration for each four hours worked.

13 8.7. As a result of Defendant's acts and omissions, Plaintiffs and members of the
14 putative class have been damaged in amounts as will be proven at trial.

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

18 9.1. Plaintiffs restate and reallege the allegations set forth in all preceding paragraphs.

19 9.2. By the foregoing, Defendant's actions constitute willful withholding of wages due
20 in violation of RCW 49.52.050 and 070.

21 9.3. As a result of Defendant's acts and omissions, Plaintiffs and members of the
22 putative class have been damaged in amounts as will be proven at trial.

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- 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. Attorneys' fees and costs pursuant to RCW 49.46.090, 49.48.030, 49.52.070, 49.60.030;
- E. Additional Attorneys' fees pursuant to all applicable factors outlined in *Bowers v. Transamerica Title Ins.*, 100 Wn.2d 581, 593-597 (1983);
- F. Prejudgment interest pursuant to RCW 19.52.010; and
- G. Such other and further relief as the Court deems just and proper.

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