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

11 DYLAN UNDERWOOD, on his own behalf and on
12 the behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 STAR PROTECTION AGENCY, LLC., a
16 Washington Limited Liability Corporation,

17
18 Defendant.

Case No. _____

COMPLAINT FOR DAMAGES

19
20 Plaintiff DYLAN UNDERWOOD (“Plaintiff”), individually and on behalf of all others
21 similarly situated, by and through his attorneys of record, for his Complaint against Defendant
22 STAR PROTECTION AGENCY (“Defendant”) hereby states and alleges as follows.

23
24 **I. INTRODUCTION**

25 1.1 Defendant Star Protection Agency is a private security company offering on-site
26 security guard patrol services.

1.2 Defendant engaged in a common scheme of wage and hour violations against its non-exempt employees.

1.3 Defendant STAR PROTECTION AGENCY, LLC 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' work 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 Upon information, Defendant had policies that paid Plaintiff and the Class Members no overtime even when their 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 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 Defendant transacts 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 Defendant Star Protection Agency is within the jurisdiction of this Court. Defendant conducts business in the State of Washington and has operations in Washington

1 State, including KING County. Defendant obtained the benefits of the laws of the
2 State of Washington and the Washington labor market.

3 2.3 Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C.
4 § 1332(d)(4)(A), because more than two-thirds of the members of the proposed
5 plaintiff class in the aggregate are citizens of Washington; significant relief is
6 sought from Defendant by members of the plaintiff class; the alleged conduct of
7 Defendant forms a significant basis for the claims asserted by the proposed plaintiff
8 class; Defendant is a citizen of Washington; the amount in controversy is less than
9 \$5,000,000, the principal injuries resulting from the alleged conduct or any related
10 conduct of Defendant was incurred in Washington; and during the three-year period
11 preceding the filing of this action, no other class action has been filed asserting
12 same or similar factual allegations against Defendant on behalf of the same or other
13 persons. Alternatively, federal jurisdiction is inappropriate under the Class Action
14 Fairness Act, 28 U.S.C. § 1332(d)(4)(B), because two-thirds or more of the
15 members of all proposed plaintiff classes in the aggregate and the primary
16 Defendant are citizens of the state of Washington.
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19 **III. PARTIES**

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21 3.1 Defendant, Star Protection Agency, is a Washington Limited Liability Corporation
22 whose corporate headquarters reside in Bellevue, WA.

23 3.2 Plaintiff, Underwood, had been employed by Defendant as a non-exempt Mobile
24 Security Officer from May of 2021 through August of 2023.
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3.3 Plaintiff and Class Members duties included, but were not limited to, patrolling indoor and outdoor spaces, watching surveillance footage, and filing reports.

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:

4.2 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.

4.3 Excluded from this Class is Defendant, any entity in which Defendant has a controlling interest or which has a controlling interest in Defendant, 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.

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

4.5 Plaintiffs' 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.

4.6 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.

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

- a. Whether Defendant has engaged in a common course of failing to properly compensate Plaintiff and Class members for all time worked;
- b. Whether Defendant has engaged in a common course of failing to properly compensate Plaintiff and Class members for all time worked in excess of forty hours per week;
- c. Whether Defendant has engaged in a common course of making unlawful deductions to the wages of Plaintiff and Class members;
- d. Whether Defendant has engaged in a common course of failing to reimburse Plaintiff and Class Members for business expenses;
- e. Whether Defendant has engaged in a common course of failing to keep true and accurate time records for all hours worked by Plaintiff and Class members;
- f. Whether Defendant has engaged in a common course of failing to provide Plaintiff and Class members with a ten-minute rest break for every four hours of work;
- g. Whether Defendant has engaged in a common course of requiring Plaintiff and Class members to work more than three consecutive hours without a rest break;
- h. Whether Defendant has engaged in a common course of failing to ensure Plaintiff and Class members have taken the rest breaks to which they are entitled;
- i. Whether Defendant has engaged in a common course of failing to pay Plaintiff and Class members an additional ten minutes of compensation for each missed rest break;
- j. Whether Defendant has engaged in a common course of failing to provide Plaintiff and Class members with a thirty-minute meal break for every five hours of work;

- 1 k. Whether Defendant has engaged in a common course of failing to ensure that
2 Plaintiff and Class members have taken the meal breaks to which they are entitled;
- 3 l. Whether Defendant has engaged in a common course of failing to pay Plaintiff and
4 Class members an additional thirty minutes of compensation for each missed meal
5 break;
- 6 m. Whether Defendant has engaged in a common course of failing to pay Plaintiff and
7 Class members all wages due, and at the end of the established pay period, at the
8 end of their employment;
- 9 n. Whether Defendant has violated RCW 49.12.020;
- 10 o. Whether Defendant has violated WAC 296-126-092;
- 11 p. Whether Defendant has violated WAC 296-126-040;
- 12 q. Whether Defendant has violated WAC 296-128-010;
- 13 r. Whether Defendant has violated WAC 296-128-020;
- 14 s. Whether Defendant has violated RCW 49.46.090;
- 15 t. Whether Defendant has violated RCW 49.46.120;
- 16 u. Whether Defendant has violated RCW 49.46.130;
- 17 v. Whether Defendant has violated RCW 49.48.010;
- 18 w. Whether Defendant has violated RCW 49.52.050 as to the alleged violations set
19 forth herein;
- 20 x. Whether Defendant has violated RCW 49.52.060;
- 21 y. The nature and extent of Class-wide injury and the measure of compensation for
22 such injury.
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1 4.1 Class action treatment is superior to the alternative for the fair and efficient
2 adjudication of the controversy alleged herein. Such treatment will permit a large
3 number of similarly situated persons to prosecute their modest, purely economic,
4 common claims in a single forum simultaneously, efficiently and without duplication of
5 effort and expense that numerous individual actions would entail. No difficulties are
6 likely to be encountered in the management of this class action that would preclude its
7 maintenance as a class action, and no superior alternative exists for the fair and efficient
8 adjudication of this controversy. The Class is readily identifiable from Defendants'
9 records.
10

11 4.2 A class action is superior to other available methods for the fair and efficient
12 adjudication of this controversy since joinder of all matters is impractical. Furthermore,
13 the amounts at stake for many Class Members, while substantial to them, are not great
14 enough to hire an attorney to prosecute individual suits against Defendant.
15

16 V. SUMMARY OF ALLEGATIONS

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18 5.1 Beginning at a date currently unknown to Plaintiff, but at least as early as 2018,
19 Defendant committed, and continues to commit, acts of wage abuse against its non-
20 exempt employees, including but not limited to willfully failing to pay them the
21 minimum wage required by the minimum wage laws of Washington.
22

23 5.2 Defendant is in the business of providing security systems and personnel.

24 5.3 Defendant required that Plaintiff and the Class Members use their own cell phones
25 and vehicles for work purposes without compensation.
26

1 5.4 Defendant had a consistent practice of refusing to pay any regular or overtime time
2 wages for Plaintiff and Class Members who spent time working more than 40 hours
3 a week.

4 5.5 Defendant imposed staffing conditions that required Plaintiff and Class Members to
5 work through meal and rest breaks.

6 5.6 Plaintiff and Class Members have been subject to the same pay policies and
7 practices of Defendant.

8 5.7 Upon information and belief, all of Defendants' other non-exempt employees have
9 had similar experiences to those of Plaintiff. Specifically, the Class Members were
10 subject to a cap on hourly wage payments regardless of actual hours worked; they
11 were not adequately compensated for maintenance and use of their personal cell
12 phones and vehicles; they received inaccurate paystubs that did not reflect all
13 regular and overtime hours worked during each pay period.

14 5.8 Based on the allegations set forth above, Defendants' systematic willful refusal to
15 pay employees resulted in company-wide minimum wage violations under
16 Washington law.

17 5.9 Upon information and belief, Defendant has been on notice that its refusal to
18 compensate non-exempt employees for all hours worked violate Washington State
19 Minimum Wage and Overtime Law.

20 5.10 Based on the effect of Defendants' flawed compensation policies and practices,
21 Plaintiff and the Class Members have been paid an hourly wage below the
22 applicable state minimum wage; they have thereby been systematically deprived of
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1 reasonably approximate hours worked and reimbursements, resulting in their wages
2 falling below the state minimum wage in some or all workweeks.

3 5.11 Plaintiff and the Class Members have experienced under-reimbursements for
4 personal cell phone expenses, which have reduced their wages below the minimum
5 wage rate of the State of Washington.
6

7 **VI. FIRST CLAIM OF RELIEF**

8
9 **(Failure to provide rest/meal breaks: RCW 49.12.020 and WAC 296-126-092)**

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

11 6.1. RCW 49.12.010 provides that “[t]he welfare of the state of Washington demands
12 that all employees be protected from conditions of labor which have a pernicious
13 effect on their health. The state of Washington, therefore, exercising herein its
14 police and sovereign power declares that inadequate wages and unsanitary
15 conditions of labor exert such pernicious effect.”
16

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

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

22 6.4. WAC 296-126-092 provides that employees shall be allowed certain paid rest
23 periods during their shifts.
24

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

- 1 6.6. Under Washington law, Defendant has an obligation to provide employees with
2 the rest and meal breaks to which they are entitled.
- 3 6.7. Under Washington law, Defendant has an obligation to ensure that employees
4 take the rest and meal breaks to which they are entitled.
- 5 6.8. Under Washington law, Defendant has an obligation to provide employees with
6 ten minutes of additional pay for each missed rest break and thirty minutes of
7 additional pay for each missed meal break.
- 8 6.9. By the actions alleged above, Defendant has violated the provisions of RCW
9 49.12.020 and WAC 296-126-092. 7.10 As a result of these unlawful acts,
10 Plaintiff and the Class have been deprived of compensation in amounts to be
11 determined at trial, and Plaintiff and the Class are entitled to the recovery of such
12 damages, including interest thereon, attorneys' fees under RCW 49.48.030, and
13 costs.
14
15

16 VII. SECOND CLAIM FOR RELIEF

17 (Payment of wages less than entitled.: RCW 49.46, ET SEQ.) 18

- 19 7.1 Plaintiff realleges and incorporates by reference each and every allegation set
20 forth in the preceding paragraphs.
- 21 7.2 RCW 49.46.120 establishes Washington State's minimum wage and provides
22 for enforcement of more favorable minimum wages that may be established by
23 federal, state, or local law or ordinance.
- 24 7.3 By the actions alleged above, Defendant failed to pay Plaintiff and Class
25 members minimum wage pursuant to RCW 49.46 et seq.
26

1 7.4 By the actions alleged above, Defendant has violated the provisions of RCW
2 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130.

3 7.5 As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
4 have been deprived of compensation in amounts to be determined at trial, and
5 pursuant to RCW 49.46.090.
6

7 **VIII. THIRD CLAIM FOR RELIEF**

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

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

12 8.2. RCW 49.52.050(2) provides that any employer who “willfully and with intent to
13 deprive the employee of any part of his wages, pays any employee a lower wage
14 than the wage such employer is obligated to pay such employee by any statute,
15 ordinance, or contract” is guilty of a misdemeanor.
16

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

24 8.5. As such, based on the above allegations, Defendant violated the provisions of
25 RCW 49.52.050.
26

1 8.6. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members
2 have been deprived of compensation in amounts to be determined at trial, and
3 pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts,
4 including interest thereon, and attorneys' fees and costs.

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6 **IX. FOURTH CLAIM FOR RELIEF**

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

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

10 9.1 Plaintiff realleges and incorporates by reference each and every allegation set
11 forth in the preceding paragraphs.

12 9.2 RCW 49.48.010 provides that "when any employee shall cease to work for an
13 employer, whether by discharge or by voluntary withdrawal, the wages due him
14 on account of his employment shall be paid to him at the end of the established
15 pay period." The statute further states that it shall be unlawful for "any employer
16 to withhold or divert any portion of an employee's wages."

17
18 9.3 Defendant failed to pay Plaintiff and the Class all wages due, and at the end of
19 the established pay period, at the end of their employment. This includes, but is
20 not limited to, making unlawful deductions from Plaintiffs' and Class members'
21 final paychecks, failing to pay Plaintiff and Class members for all wages earned
22 in the final pay period, failing to pay Plaintiff and Class members for all wages
23 earned in prior pay periods, and failure to pay Plaintiff and Class members their
24 final paycheck at the end of the established pay period.
25
26

1 9.4 By the actions alleged above, Defendant violated the provisions of RCW
2 49.48.010. As a result of Defendants' unlawful acts, Plaintiff and the Class have
3 been deprived of compensation in amounts to be determined at trial. Pursuant to
4 RCW 49.48.030 are entitled to recover of such amounts, including interest
5 thereon, attorneys' fees, and costs.

6 **X. PRAYER FOR RELIEF**

7 Wherefore, Plaintiff, on their own behalf and on behalf of the members of the Class,
8 prays for judgment against Defendant as follows:
9

- 10 A. Certify the proposed Class;
11 B. Appoint Plaintiff as Class Representative;
12 C. Appoint the undersigned attorneys as Class Counsel;
13 D. Declare that the actions complained of herein violate Washington's statutes, and
14 administrative codes;
15 E. Award Plaintiff and Class Members compensatory, liquidated, and exemplary
16 damages;
17 F. Award attorneys' fees and costs to Plaintiffs' attorneys, as allowed by law;
18 G. Award pre-judgment and post-judgment interest to Plaintiff and Class Members,
19 as provided by law;
20
21 H. Grant an injunction against Defendant from engaging in the unlawful and
22 wrongful conduct set forth herein; and,
23
24 I. Grant such other and further relief as this Court deems necessary.
25
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DATED this 6th day of September, 2024.

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