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

JON BODILY, on his own behalf and on the  
behalf of all others similarly situated, and  
NORA SNIDER, on her own behalf and on the  
behalf of all others similarly situated,

Plaintiffs,

v.

SKAGIT TRANSPORTATION, INC., a  
Washington corporation,

Defendant.

NO. 13-2-19306-0 SEA

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

Plaintiffs Jon Bodily and Nora Snider (“Plaintiffs”), individually and on behalf of all  
others similarly situated, by and through their attorneys of record, for their Complaint against  
Defendant Skagit Transportation, Inc. (“Defendant” or “STI”) hereby states and alleges as  
follows:

**I. INTRODUCTION**

1.1 Defendant Skagit Transportation, Inc. is a truckload company that services  
customers through three service centers in Seattle, Mount Vernon, and Quincy Washington.  
Defendant is in the business of using trucks to deliver food and agricultural and bio solid

1 products for its customers. Defendant operates more than 90 tractors and more than 200 trailers  
2 and serves customers in Washington, Oregon, British Columbia, and limited parts of Idaho,  
3 Nevada and California.

4 1.2 Defendant has engaged in a common scheme of wage and hour violations  
5 against its driver employees. This scheme has included failing to pay driver employees for all  
6 hours worked, and failing to pay driver employees for the rest breaks to which they are entitled  
7 under Washington law. Defendant's deliberate conduct violates Washington law.

8 1.3 Plaintiffs and Class members are current and former driver employees of  
9 Defendant in the State of Washington who have been victimized by Defendant's unlawful  
10 practices. This lawsuit is brought as a class action under state law to recover unpaid wages  
11 owed to Plaintiffs and all other similarly situated employees.

## 12 II. JURISDICTION AND VENUE

13 2.1 Venue is proper in King County because Plaintiffs Bodily and Snider worked for  
14 Defendant in King County, where some of the violations alleged herein occurred. In addition,  
15 Defendant transacts business in King County and many of the acts, as well as the course of  
16 conduct alleged herein, occurred in King County.

17 2.2 Defendant does business in and is incorporated in the State of Washington.  
18 Defendant has obtained the benefits of the laws of the State of Washington and the Washington  
19 labor market.

## 20 III. PARTIES

21 3.1 Defendant STI is a Washington corporation.

22 3.2 Plaintiff Jon Bodily was employed by STI as a truck driver from approximately  
23 July 2002 to May 2003 and again from approximately June 2009 to August 2010. Plaintiff  
24 Bodily was dispatched from Defendant's Mount Vernon and Seattle terminals. Plaintiff Bodily  
25 was a resident of Washington for the duration of his employment. He worked in King County  
26 for Defendant on a regular basis.

1 3.3 Plaintiff Nora Snider was employed by STI as a truck driver from approximately  
2 1993 to September 2013. Plaintiff Snider worked out of Quincy, Washington. Plaintiff Snider  
3 was a resident of Washington for the duration of her employment.

#### 4 IV. CLASS ACTION ALLEGATIONS

5 4.1 Plaintiff brings this case as a class action pursuant to Civil Rule 23(b)(3) on  
6 behalf of a class consisting of:

7 All current and former driver employees who worked for Skagit  
8 Transportation, Inc. at any time from May 10, 2010 through the date of  
9 final disposition of this action.

10 Excluded from this Class are Defendant, any entity in which Defendant has a controlling  
11 interest or which has controlling interest in Defendant, and Defendant's legal representatives,  
12 assignees and successors. Also excluded are any judges to whom this case is assigned and any  
13 member of an assigned judge's immediate family.

14 4.2 Plaintiffs believe there are approximately 180 current and former employees in  
15 the Class.

16 4.3 Plaintiffs' claims are typical of the claims of the members of the Class because  
17 Plaintiffs were truck drivers who, like the members of the Class, sustained damages arising out  
18 of Defendant's common course of wage and hour violations.

19 4.4 Plaintiffs will fairly and adequately protect the interests of the Class members.  
20 Plaintiffs have retained counsel competent and experienced in complex class action litigation,  
21 including employment law.

22 4.5 Common questions of law and fact exist as to Plaintiffs and all members of the  
23 Class and predominate over any questions solely affecting individual members of the Class.

24 Among the questions of law and fact common to the Plaintiffs and the Class are:

25 a. Whether Defendant failed to pay Plaintiff and Class members for work  
26 Defendant permitted them to perform, including work performed during unpaid lunch breaks;

- 1           b. Whether Defendant failed to keep true and accurate time records for all hours  
2 worked by Plaintiff and Class members;
- 3           c. Whether Defendant failed to compensate Plaintiff and Class members for rest  
4 breaks;
- 5           d. Whether Defendant violated RCW 49.48.010 as to Plaintiff and Class members;
- 6           e. Whether Defendant violated RCW 49.46.090 as to Plaintiff and Class members;
- 7           f. Whether Defendant violated RCW 49.52.050 as to Plaintiff and Class members;
- 8           g. Whether Defendant violated WAC 296-128-010 as to Plaintiff and Class  
9 members;
- 10          h. Whether Defendant violated WAC 296-128-011 as to Plaintiff and Class  
11 members;
- 12          i. Whether Defendant violated WAC 296-126-040 as to Plaintiff and Class  
13 members; and,
- 14          j. The nature and extent of class-wide injury and the measure of compensation for  
15 such injury.

16          4.6     Class action treatment is superior to the alternative for the fair and efficient  
17 adjudication of the controversy alleged herein. Such treatment will permit a large number of  
18 similarly situated persons to prosecute their modest, purely economic, common claims in a  
19 single forum simultaneously, efficiently and without duplication of effort and expense that  
20 numerous individual actions would entail. No difficulties are likely to be encountered in the  
21 management of this class action that would preclude its maintenance as a class action, and no  
22 superior alternative exists for the fair and efficient adjudication of this controversy. The Class  
23 is readily identifiable from Defendant's records.

24          4.7     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. Furthermore the  
26

1 amounts at stake for many Class members, while substantial to them, are not great enough to  
2 hire an attorney to prosecute individual suits against Defendant.

3 **V. SUMMARY OF ALLEGATIONS**

4 5.1 Beginning at a date currently unknown to Plaintiffs, but at least as early as June  
5 1993, Defendant committed, and continues to commit, acts of wage abuse against its driver  
6 employees, including but not limited to failing to pay wages due and owing to Plaintiffs and  
7 Class members.

8 5.2 In particular, Defendant deducted thirty minutes of pay for meal breaks from  
9 Plaintiff Snider and Class members' pay, regardless of whether they worked through the breaks  
10 or not.

11 5.3 Defendant has failed to pay Plaintiff and Class members for rest breaks.

12 5.4 Defendant has failed to furnish proper payroll documents to Plaintiff and Class  
13 members.

14 **VI. FIRST CLAIM FOR RELIEF**

15 **(Payment of Wages Less Than Entitled: RCW 49.46.090)**

16 6.1 Plaintiffs reallege and incorporate by reference each and every allegation set  
17 forth in the preceding paragraphs.

18 6.2 Under RCW 49.46.090, employers must pay employees all wages to which they  
19 are entitled under The Washington Minimum Wage Act ("WMWA"). If the employer fails to  
20 do so, RCW 49.46.090 requires that the employer pay the employees the full amount of the  
21 statutory minimum wage rate less any amount actually paid to the employees.

22 6.3 By the actions alleged above, Defendant violated the provisions of RCW  
23 49.46.090 and the WMWA by failing to pay any wage whatsoever to Plaintiffs and Class  
24 members for part of the time they worked, including but not limited to, rest breaks. In addition,  
25 Defendant also deducted thirty minutes of pay from Plaintiff Snider and other Class members'  
26 pay for meal breaks, regardless of whether they worked through the breaks or not.

1           6.4     RCW 49.46.020 provides that an employer must pay each employee no less than  
2 the effective minimum wage for each hour worked.

3           6.5     Defendant failed to pay Plaintiff and Class members for rest breaks.

4           6.6     Defendant deducted thirty minutes of pay from Plaintiff Snider and other Class  
5 members' pay for meal breaks, regardless of whether they worked through the breaks or not.

6           6.7     By the actions alleged above, Defendant violated the provisions of RCW  
7 49.46.090.

8           6.8     As a result of the unlawful acts of Defendant, Plaintiffs and Class members have  
9 been deprived of compensation in amounts to be determined at trial, and pursuant to RCW  
10 49.46.090 are entitled to recover such amounts, including interest thereon, and attorneys' fees  
11 and costs.

12                               **VII.   SECOND CLAIM FOR RELIEF**  
13                               **(Unpaid Wages on Termination: RCW 49.48)**

14           7.1     Plaintiffs reallege and incorporate by reference each and every allegation set  
15 forth in the preceding paragraphs.

16           7.2     RCW 49.48.010 provides that “when any employee shall cease to work for an  
17 employer, whether by discharge or by voluntary withdrawal, the wages due him on account of  
18 his employment shall be paid to him at the end of the established pay period.” The statute  
19 further states that it shall be unlawful for “any employer to withhold or divert any portion of an  
20 employee's wages.”

21           7.3     By the actions alleged above, Defendant violated the provisions of RCW  
22 49.48.010.

23           7.4     As a result of the unlawful acts of Defendant, Plaintiffs and Class members have  
24 been deprived of compensation in amounts to be determined at trial, and pursuant to RCW  
25 49.48.030 are entitled to recover of such amounts, including interest thereon, attorneys' fees  
26 and costs.

1 **VIII. THIRD CLAIM FOR RELIEF**

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

3 8.1 Plaintiffs reallege and incorporate by reference each and every allegation set  
4 forth in the preceding paragraphs.

5 8.2 RCW 49.52.050(2) provides that any employer who “willfully and with intent to  
6 deprive the employee of any part of his wages, pays any employee a lower wage than the wage  
7 such employer is obligated to pay such employee by any statute, ordinance, or contract” is  
8 guilty of a misdemeanor.

9 8.3 RCW 49.52.070 provides that any employer who violates the foregoing statute  
10 shall be liable in a civil action for twice the amount of wages withheld, together with costs of  
11 suit and reasonable attorney fees.

12 8.4 The alleged unlawful actions by Defendant against Plaintiffs and Class  
13 members, as set forth above, were committed willfully and with intent to deprive Plaintiffs and  
14 Class members of part of their wages.

15 8.5 As such, based on the above allegations, Defendant violated the provisions of  
16 RCW 49.52.050.

17 8.6 As a result of the unlawful acts of Defendant, Plaintiffs and the Class have been  
18 deprived of compensation in amounts to be determined at trial, and pursuant to RCW 49.52.070  
19 are entitled to recovery of twice such amounts, including interest thereon, and attorneys’ fees  
20 and costs.

21 **IX. PRAYER FOR RELIEF**

22 Wherefore, Plaintiffs, on their own behalf and on behalf of the members of the Class,  
23 prays for judgment against Defendant as follows:

- 24 A. Certify the proposed Plaintiffs Class;  
25 B. Appoint Plaintiffs Bodily and Snider as Class representatives;  
26 C. Appoint the undersigned attorneys as Class counsel;

1 D. Declare that the actions complained of herein violate Washington's statutes and  
2 administrative codes;

3 E. Award Plaintiffs and Class members compensatory and exemplary damages;

4 F. Award attorneys' fees and costs to Plaintiffs' attorneys, as allowed by law;

5 G. Award pre-judgment and post-judgment interest to Plaintiffs and Class  
6 members, as provided by law; and

7 H. Grant such other and further relief as this Court deems necessary.

8 DATED this 10th day of November, 2014.

9 TERRELL MARSHALL DAUDT & WILLIE PLLC

10  
11 By: /s/ Toby J. Marshall, WSBA #32726

12 Toby J. Marshall, WSBA #32726

13 Email: tmarshall@tmdwlaw.com

14 Erika L. Nusser, WSBA #40854

15 Email: enusser@tmdwlaw.com

16 936 North 34th Street, Suite 400

17 Seattle, Washington 98103-8869

18 Telephone: (206) 816-6603

19 Facsimile: (206) 350-3528

20 REKHI & WOLK, P.S.

21 Hardeep S. Rekhi, WSBA #34579

22 Email: hardeep@rekhiwolk.com

23 Gregory A. Wolk, WSBA #28946

24 Email: greg@rekhiwolk.com

25 1411 Fourth Avenue, Suite 1101

26 Seattle, Washington 98101

Telephone: (206) 388-5887

Facsimile: (206) 577-3924

*Attorneys for Plaintiffs*