

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

REBECCA TATARSKY, WINONA
WRIGHT, and ANTONY FARNESE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BLUE RIBBON COOKING, LLC, a
Washington LLC and VANESSA SMITH,
individually and/or the marital community
composed of VANESSA SMITH and JOHN
DOE SMITH,

Defendants.

NO. 17-2-27465-8 SEA

**PLAINTIFFS' SECOND AMENDED
COMPLAINT**

Plaintiffs Rebecca Tatarsky, Winona Wright, and Antony Farnese (“Plaintiffs”) bring this action on their own behalf and on behalf of all others similarly situated, alleging as follows:

I. INTRODUCTION

1.1 Nature of Action. Plaintiffs Rebecca Tatarsky, Winona Wright, and Antony Farnese bring this class action against Blue Ribbon Cooking, LLC (“Blue Ribbon”) and Vanessa Smith

1 (collectively “Defendants”). Plaintiffs allege Defendants have engaged in a systematic scheme
2 of wage and hour abuse against their nonmanagerial employees in Washington. These abuses
3 include failing to provide nonmanagerial employees with the rest breaks to which they are
4 entitled, failing to provide nonmanagerial employees with the meal breaks to which they are
5 entitled, failing to ensure that nonmanagerial employees take the rest breaks to which they are
6 entitled, failing to ensure that nonmanagerial employees take the meal breaks to which they are
7 entitled, and failing to pay for all time worked, including overtime.

8 **II. JURISDICTION AND VENUE**

9 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Defendant Blue Ribbon
10 Cooking, LLC is incorporated in Washington, and conducts business in Washington, including
11 within Seattle, Washington. Upon information and belief, Defendant Vanessa Smith is an
12 officer and owner of Defendant Blue Ribbon, LLC and a resident of Washington. Defendants
13 have obtained the benefits of the laws of Washington as well as Washington’s commercial and
14 labor markets.

15 2.2 Venue. Venue is proper in King County because Defendants operate and
16 transact business in Seattle, and Plaintiffs performed work for Defendants in Seattle.

17 2.3 Governing Law. The claims asserted on behalf of Plaintiffs and Class members
18 in this complaint are brought solely under state and Seattle law causes of action and are
19 governed exclusively by Washington and Seattle law.

20 **III. PARTIES**

21 3.1 Plaintiff Rebecca Tatarsky. Plaintiff Tatarsky worked as a nonmanagerial employee for
22 Defendants from approximately July 9, 2017 to July 31, 2017. During the duration of her
23 employment, Plaintiff Tatarsky was a resident of Washington. Plaintiff Tatarsky performed
24 work for Defendants in Seattle, Washington.

25 3.2 Plaintiff Winona Wright. Plaintiff Wright worked as a nonmanagerial employee
26 for Defendants from approximately April 2015 to December 2017. During the duration of her

1 employment, Plaintiff Wright was a resident of Washington. Plaintiff Wright performed work
2 for Defendants in Seattle, Washington.

3 3.3 Plaintiff Antony Farnese. Plaintiff Farnese worked as a nonmanagerial employee
4 for Defendants from approximately early 2014 to May 2016. During the duration of his
5 employment, Plaintiff Farnese was a resident of Washington. Plaintiff Farnese performed work
6 for Defendants in Seattle, Washington.

7 3.4 Defendant Blue Ribbon Cooking LLC. Defendant Blue Ribbon Cooking LLC is
8 a Washington limited liability company doing business in Seattle, Washington. Defendant
9 Blue Ribbon has employed Plaintiffs and more than fifty other nonmanagerial employees in
10 Seattle and the state of Washington and has exercised control over how and when those
11 employees were paid.

12 3.5 Defendant Vanessa Smith. Upon information and belief, Defendant Smith is a
13 resident of Washington. Upon information and belief, Defendant Smith has been an owner and
14 officer of Defendant Blue Ribbon Cooking LLC and has employed Plaintiffs and Class
15 Members in Seattle and the state of Washington and has exercised control over how and when
16 those employees were paid. Upon information and belief, all acts alleged by Defendant Smith
17 were done in pursuit of financial gain, or livelihood, for herself individually, and also on behalf
18 of and for the benefit of her marital community.

19 **IV. CLASS ACTION ALLEGATIONS**

20 4.1 Class Definition: Under Civil Rule 23(a) and (b)(3), Plaintiffs bring this case as a class action
21 against Defendants on behalf of a Class defined as follows:

22 All current and former nonmanagerial employees of Defendants in
23 Washington at any time from October 20, 2014 to the date of final
24 disposition of this action.

25 Excluded from the Class are any entity in which Defendants have a controlling interest or that
26 has a controlling interest in Defendants, and Defendants' legal representatives, assignees, and

1 successors. Also excluded are the judge to whom this case is assigned and any member of the
2 judge's immediate family.

3 4.2 Numerosity. Plaintiffs believe that more than fifty persons have worked as
4 nonmanagerial employees for Defendants in Washington during the proposed Class period.
5 These Class members are so numerous that joinder of them is impracticable. Moreover, the
6 disposition of the claims of the Class in a single action will provide substantial benefits to all
7 parties and the Court.

8 4.3 Commonality. There are numerous questions of law and fact common to
9 Plaintiffs and Class members. These questions include, but are not limited to, the following:

- 10 a. Whether Defendants failed to properly compensate Plaintiffs and the
11 Class for all time worked;
- 12 b. Whether Defendants failed to pay Plaintiffs and the Class for the work
13 Defendants permitted them to perform;
- 14 c. Whether Defendants failed to keep true and accurate time records for all
15 hours worked by Plaintiffs and the Class;
- 16 d. Whether Defendants have engaged in a common course of failing to
17 provide Class members with a ten-minute rest break for every four hours
18 of work;
- 19 e. Whether Defendants have engaged in a common course of requiring
20 Class members to work more than three consecutive hours without a rest
21 break;
- 22 f. Whether Defendants have engaged in a common course of failing to
23 ensure Class members have taken the rest breaks to which they are
24 entitled;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- g. Whether Defendants have engaged in a common course of failing to pay Class members an additional ten minutes of compensation for each missed rest break;
- h. Whether Defendants have engaged in a common course of failing to provide Class members with a thirty-minute meal break for every five hours of work;
- i. Whether Defendants have engaged in a common course of failing to ensure that Class members have taken the meal breaks to which they are entitled;
- j. Whether Defendants have engaged in a common course of failing to pay Class members an additional thirty minutes of compensation for each missed meal break;
- k. Whether Defendants have engaged in a common course of misclassifying certain Class members as exempt from over time compensation;
- l. Whether Defendants have violated RCW 49.12.020;
- m. Whether Defendants have violated WAC 296-126-092;
- n. Whether Defendants have violated WAC 296-126-040;
- o. Whether Defendants have violated WAC 296-128-010;
- p. Whether Defendants have violated WAC 296-128-020;
- q. Whether Defendants have violated RCW 49.46.090;
- r. Whether Defendants have violated RCW 49.46.130;
- s. Whether Defendants have violated RCW 49.48.010;
- t. Whether Defendants have violated RCW 49.52.050;
- u. Whether Defendants have violated SMC 14.20.020; and

1 v. The nature and extent of Class-wide injury and the measure of
2 compensation for such injury.

3 4.4 Typicality. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs
4 have worked as nonmanagerial employees of Defendants in Seattle, Washington and thus are
5 members of the Class. Plaintiffs' claims, like the claims of the Class, arise out of the same
6 common course of conduct by Defendants and are based on the same legal and remedial
7 theories.

8 4.5 Adequacy. Plaintiffs will fairly and adequately protect the interests of the Class.
9 Plaintiffs have retained competent and capable attorneys who have significant experience in
10 complex and class action litigation, including employment law. Plaintiffs and their counsel are
11 committed to prosecuting this action vigorously on behalf of the Class and have the financial
12 resources to do so. Neither Plaintiffs nor their counsel have interests that are contrary to or that
13 conflict with those of the Class.

14 4.6 Predominance. Defendants have engaged in a common course of wage and hour
15 abuse toward Plaintiffs and members of the Class. The common issues arising from this
16 conduct that affect Plaintiffs and members of the Class predominate over any individual issues.
17 Adjudication of these common issues in a single action has important and desirable advantages
18 of judicial economy.

19 4.7 Superiority. Plaintiffs and Class members have suffered and will continue to
20 suffer harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a
21 class action, however, most Class members likely would find the cost of litigating their claims
22 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
23 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
24 provides a forum for small claimants, and deters illegal activities. There will be no significant
25 difficulty in the management of this case as a class action. The Class members are readily
26 identifiable from Blue Ribbon's records.

1 **V. SUMMARY OF FACTUAL ALLEGATIONS FOR CLASS CLAIMS**

2 5.1 Common Course of Conduct: Failure to Provide Proper Rest Breaks. Defendants have
3 engaged in a common course of failing to provide Plaintiffs and Class members with a paid ten-
4 minute rest break for every four hours of work.

5 5.2 Defendants have engaged in a common course of requiring or permitting
6 Plaintiffs and Class members to work more than three consecutive hours without a rest break.

7 5.3 Defendants have engaged in a common course of failing to ensure Plaintiffs and
8 Class members have taken the rest breaks to which they are entitled.

9 5.4 Defendants have engaged in a common course of failing to provide Plaintiffs
10 and Class members with ten minutes of additional pay for each missed rest break.

11 5.5 Defendants have had actual or constructive knowledge of the facts set forth in
12 Paragraphs 5.1 through 5.4.

13 5.6 Common Course of Conduct: Failure to Provide Proper Meal Breaks.
14 Defendants have engaged in a common course of failing to provide Plaintiffs and Class
15 members with a thirty-minute meal break for every five hours of work.

16 5.7 Defendants have engaged in a common course of requiring or permitting
17 Plaintiffs and Class members to work more than five consecutive hours without a meal break.

18 5.8 Defendants have engaged in a common course of failing to ensure Plaintiffs and
19 Class members have taken the meal breaks to which they are entitled.

20 5.9 Defendants have engaged in a common course of failing to provide Plaintiffs
21 and Class members with thirty minutes of additional pay for missed meal break.

22 5.10 Defendants have had actual or constructive knowledge of the facts set forth in
23 Paragraphs 5.6 through 5.9.

24 5.11 Defendants have engaged in a common course of failing to pay Class members
25 for all time worked., for example, when Defendants have directed them to answer emails,
26 phone calls, or texts on behalf of Defendants when they are “off-the-clock.”

1 5.12 Common Course of Conduct: Failure to Pay Overtime Wages. Defendants have
2 engaged in a common course of misclassifying and failing to pay Plaintiff Wright, Plaintiff
3 Farnese, and certain Class members for the work they performed in excess of forty hours per
4 week, despite Plaintiff Wright, Plaintiff Farnese, and these Class members not being exempt
5 from overtime.

6 5.13 For instance, Defendants have engaged in a common course of misclassifying
7 Class members that worked as catering and cooking school chefs, such as Plaintiff Farnese, and
8 Class members that worked as event planners, such as Plaintiff Wright, as overtime exempt
9 employees. Based on their primary duties, these Class members were not exempt from
10 overtime, and should have been paid at a rate of one and one-half times their regularly hourly
11 rate when they worked in excess of forty hours per week, but Defendants willfully failed to pay
12 such wages, or any wages for such work. Defendants have had actual or constructive
13 knowledge of the facts set forth in Paragraphs 5.11 through 5.12.

14 **VI. SUMMARY OF FACTUAL ALLEGATIONS FOR PLAINTIFF**
15 **TATARSKY'S INDIVIDUAL CLAIMS**

16 6.1 On June 16, 2017, Plaintiff Tatarsky interviewed with Defendants. Defendants
17 hired Plaintiff Tatarsky the same day.

18 6.2 On July 9, 2017, Plaintiff Tatarsky worked her first shift with Defendants.
19 Plaintiff Tatarsky performed prep work, loading, unloading, and check in/out in Seattle, WA.
20 Plaintiff Tatarsky worked a 12-hour shift without any breaks.

21 6.3 On July 14, 2017, Plaintiff Tatarsky text messaged Seppo Farrey, operations
22 manager of Blue Ribbon, and expressed concerns about Blue Ribbon's failure to provide
23 Plaintiff Tatarsky and other catering employees with rest and meal breaks.

24 6.4 On July 18, 2017, Plaintiff Tatarsky emailed Defendant Smith and expressed
25 concerns about Blue Ribbon's failure to provide Plaintiff Tatarsky and other catering
26 employees with rest and meal breaks.

1 6.5 On July 20, 2017, Plaintiff Tatarsky responded to Defendant Smith’s email and
2 again, expressed her concerns about Blue Ribbon’s policies and failure to provide Plaintiff
3 Tatarsky and other catering employees with rest and meal breaks.

4 6.6 On July 30, 2017, Plaintiff Tatarsky text messaged Seppo Farrey, and inquired
5 about upcoming bar tending shifts. Plaintiff Tatarsky was informed Defendants’ business was
6 unusually slow for August, and Defendants did not have any work for her.

7 6.7 On July 31, 2017, Plaintiff Tatarsky emailed Defendant Smith and inquired
8 whether she was fired, and expressed her concern about the timing that after she raised
9 concerns about Defendants’ business practices, Defendants did not have any work for her.
10 Defendants informed Plaintiff Tatarsky she was not fired, and offered to refer her to another
11 catering company for work.

12 6.8 Plaintiff Tatarsky has not worked any other events for Defendants.

13 6.9 Plaintiff Tatarsky was constructively terminated for raising her concerns about
14 Defendants’ rest and meal break policies.

15 **VII. FIRST CLAIM FOR RELIEF**
16 **(Violations of RCW 49.12.020 and WAC 296-126-092 —**
17 **Failure to Provide Rest and Meal Periods)**
18 ***On Behalf of Plaintiffs and the Class***

19 7.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the
20 preceding paragraphs.

21 7.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington
22 demands that all employees be protected from conditions of labor which have a pernicious
23 effect on their health. The state of Washington, therefore, exercising herein its police and
24 sovereign power declares that inadequate wages and unsanitary conditions of labor exert such
25 pernicious effect.”

26 7.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in
any industry or occupation within the state of Washington under conditions of labor detrimental
to their health.”

1 actually paid to such employee by the employer, and for costs and such reasonable attorney's
2 fees as may be allowed by the court.”

3 8.3 By the actions alleged above, Defendants have violated the provisions of RCW
4 49.46.090 by failing to pay wages to Plaintiffs and Class members for missed rest and meal
5 breaks and other work Plaintiff(s) and the Class performed, including overtime work for which
6 they were not compensated pursuant to RCW 49.46.130.

7 8.4 As a result of these unlawful acts, Plaintiffs and the Class have been deprived of
8 compensation in amounts to be determined at trial, and Plaintiffs and the Class are entitled to
9 the recovery of such damages, including interest thereon, as well as attorneys’ fees and costs
10 under RCW 49.46.090.

11 **IX. THIRD CLAIM FOR RELIEF**
12 **(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)**
13 ***On Behalf of Plaintiffs and the Class***

14 9.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the
15 preceding paragraphs.

16 9.2 RCW 49.52.050 provides that any employer or officer, vice principal or agent of
17 any employer who, “[w]ilfully and with intent to deprive the employee of any party of her
18 wages, shall pay any employee a lower wage than the wage such employer is obligated to pay
19 such employee by any statute, ordinance, or contract” shall be guilty of a misdemeanor.

20 9.3 Defendants’ violations of RCW 49.12.020, WAC 296-126-092, RCW
21 49.46.090, and RCW 49.46.130, as discussed above, were willful and constitute violations of
22 RCW 49.52.050.

23 9.4 RCW 49.52.070 provides that any employer who violates the provisions of
24 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,
25 attorneys’ fees, and costs.

26 9.5 As a result of the willful, unlawful acts of Defendants, Plaintiffs and the Class
have been deprived of compensation in amounts to be determined at trial and under RCW

1 49.52.070, Plaintiffs and the Class are entitled to recovery of twice such damages, including
2 interest thereon, as well as attorneys' fees and costs.

3 **X. FOURTH CLAIM FOR RELIEF**
4 **(Wage Theft Under SMC 14.20)**
5 ***On behalf of Plaintiff and the Class***

6 10.1 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the
7 preceding paragraphs.

8 10.2 SMC 14.20.020 provides that, for employees who work in Seattle, employers
9 shall pay all compensation owed to any such employee by reason of employment on an
10 established regular pay date at no longer than monthly payment intervals. Defendants did not
11 pay Plaintiffs and the Class who have worked for Defendants in Seattle all compensation
12 Defendant owed to them by reason of employment.

13 10.3 By failing to pay all compensation to Plaintiffs and the Class for missed rest and
14 meal breaks, and for all time worked, including overtime pay, Defendant violated SMC 14.20.

15 10.4 As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
16 deprived of compensation in amounts to be determined at trial, and pursuant to SMC 14.20.090,
17 are to recover those damages, including interest thereon and liquidated damages in an
18 additional amount up to twice the unpaid compensation, as well as attorneys' fees and costs.

19 **XI. FIFTH CLAIM FOR RELIEF**
20 **(Wrongful Discharge in Violation of Public Policy)**
21 ***On behalf of Plaintiff Tatarsky***

22 11.1 Plaintiff Tatarsky realleges and incorporates by reference each and every allegation set forth in
23 the preceding paragraphs.

24 11.2 RCW 49.46.100(2) provides that “[a]ny employer who discharges or in any
25 other manner discriminates against any employee because such employee has made any
26 complaint to his or her employer . . . that he or she has not been paid wages in accordance with
the provisions of this chapter, or that the employer has violated any provision of this

1 chapter . . . shall be deemed in violation of this chapter and shall, upon conviction therefor, be
2 guilty of a gross misdemeanor.”

3 11.3 RCW 49.46.100(2) is a source of public policy that condemns retaliation by an
4 employer against an employee who asserts her rights under the Minimum Wage Act, chapter
5 49.46 RCW.

6 11.4 RCW 49.12.170 provides that “any employer employing any person for whom a
7 minimum wage or standards, conditions, and hours of labor have been specified, at less than
8 said minimum wage, or under standards, or conditions of labor or at hours of labor prohibited
9 by the rules and regulations of the director . . . shall be deemed guilty of a misdemeanor, and
10 shall, upon conviction thereof, be punished by a fine of not less than twenty-five dollars nor
11 more than one thousand dollars.”

12 11.5 RCW 49.12.170 is a source of public policy that condemns the failure to provide
13 rest and meal breaks and ensure that those rest and meal breaks are taken.

14 11.6 RCW 49.52.050(2) provides that any employer who “[w]ilfully and with intent
15 to deprive the employee of any part of his or her wages, shall pay any employee a lower wage
16 than the wage such employer is obligated to pay such employee by any statute . . . [s]hall be
17 guilty of a misdemeanor.”

18 11.7 RCW 49.52.050(2) is a source of public policy that condemns the failure to pay
19 wages in accordance with Washington law.

20 11.8 Plaintiff Tatarsky engaged in protected activity when she complained to
21 management about Blue Ribbon’s failure to provide employees with rest and meal breaks.

22 11.9 Plaintiff’s complaints about Blue Ribbon’s failure to provide rest and meal
23 breaks were a substantial factor in Defendants’ decision to terminate Plaintiff Tatarsky.

24 11.10 Defendants’ discharge of Plaintiff Tatarsky jeopardizes the clear mandates of
25 public policy in RCW 49.46.100(2), RCW 49.12.170, and RCW 49.52.050(2).

26

1 11.11 As a result of this unlawful act, Plaintiff Tatarsky has suffered damages,
2 including but not limited to lost wages past and future, emotional distress, humiliation, and
3 embarrassment. Plaintiff Tatarsky is entitled to the recovery of such damages, including
4 interest thereon, as well as attorneys' fees under RCW 49.48.030, and costs.

5 **XII. SIXTH CLAIM FOR RELIEF**
6 **(Violation of RCW 49.46.100(2) — Implied Cause of Action)**
7 ***On behalf of Plaintiff Tatarsky***

8 12.1 Plaintiff Tatarsky realleges and incorporates by reference each and every allegation set forth in
9 the preceding paragraphs.

10 12.2 By the actions alleged above, including the failure to provide rest and meal
11 breaks, Defendants have failed to pay Plaintiff Tatarsky the wages to which she was entitled
12 under the Minimum Wage Act and thus violated of RCW 49.46.090.

13 12.3 Under RCW 49.46.100(2), it is a gross misdemeanor for an employer to
14 discharge or discriminate against an employee because the employee has complained that she
15 has not been paid wages under the Minimum Wage Act or that the employer has violated the
16 Minimum Wage Act.

17 12.4 RCW 49.46.100(2) implies a cause of action for employees to enforce the terms
18 of the statute.

19 12.5 Plaintiff Tatarsky is in the class for whose "especial" benefit RCW 49.46.100(2)
20 was enacted.

21 12.6 The legislative history of RCW 49.46.100(2) supports a remedy for employees
22 whose employers violate RCW 49.46.100(2).

23 12.7 Implying a remedy for violation of RCW 49.46.100(2) is consistent with the
24 underlying purpose of the legislation.

25 12.8 As a result of this unlawful act, Plaintiff Tatarsky has suffered damages,
26 including but not limited to lost wages past and future, emotional distress, humiliation, and

1 embarrassment. Plaintiff Tatarsky is entitled to the recovery of such damages, including
2 interest thereon, as well as attorneys' fees under RCW 49.48.030, and costs.

3 **XIII. SEVENTH CLAIM FOR RELIEF**
4 **(Retaliation Under SMC 14.20)**
5 ***On behalf of Plaintiff Tatarsky***

6 13.1 Plaintiff Tatarsky re-alleges and incorporates by reference each and every allegation set forth in
7 the preceding paragraphs.

8 13.2 SMC 14.20.035 provides that no employer or other person shall interfere with,
9 restrain, deny, or attempt to deny the exercise of any right protected under SMC 14.20. SMC
10 14.20.035 further states that no employer or other person shall take any adverse action against
11 any person because the person exercised in good faith the rights protected under SMC 14.20.

12 13.3 By terminating Plaintiff Tatarsky after and because she complained about meal
13 and rest breaks to Defendants, Defendants violated SMC 14.20.035.

14 13.4 Plaintiff Tatarsky has been subjected to unlawful retaliation by Defendants, and
15 pursuant to SMC 14.20.090, is to recover damages proximately caused by the termination,
16 including interest thereon, liquidated damages, and a penalty of \$5,000, as well as attorneys'
17 fees and costs.

18 **XIV. PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, on their own and on behalf of the members of the Class, pray
20 for judgment against Defendants, as follows:

- 21 A. Certify the proposed Class;
- 22 B. Appoint Plaintiffs as representatives of the Class;
- 23 C. Appoint the undersigned attorneys as counsel for the Class;
- 24 D. Award compensatory, liquidated, and exemplary damages to Plaintiffs and Class

25 members for violation of Washington's and Seattle's wage and hour laws, in amounts to be
26 proven at trial;

1 E. Award compensatory and exemplary damages to Plaintiff Tatarsky for wrongful
2 termination and retaliation, including non-economic and/or emotional distress damages,
3 liquidated damages, in amounts to be proven at trial;

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

5 G. Award Plaintiffs and the Class prejudgment and post-judgment interest, as
6 provided by law;

7 H. Permit Plaintiffs and the Class leave to amend the complaint to conform to the
8 evidence presented at trial; and

9 I. Grant such other and further relief as the Court deems necessary, just, and
10 proper.

11 RESPECTFULLY SUBMITTED AND DATED this 22nd day of February, 2019.

12 REKHI & WOLK, P.S.

13 By: /s/ Gregory A. Wolk, WSBA #28946

14 Hardeep S. Rekhi, WSBA #34579

15 E-Mail: hardeep@rekhiwolk.com

16 Gregory A Wolk, WSBA #28946

17 Email: greg@rekhiwolk.com

18 529 Warren Avenue North, Suite 201

19 Seattle, Washington 98109

20 Telephone: (206) 388-5887

21 Facsimile: (206) 577-3924

22 By: Toby J. Marshall, WSBA #32726

23 Toby J. Marshall, WSBA #32726

24 Email: tmarshall@terrellmarshall.com

25 Maria Hoisington-Bingham, WSBA #51493

26 Email: mhoisington@terrellmarshall.com

TERRELL MARSHALL LAW

GROUP PLLC

936 North 34th Street, Suite 300

Seattle, Washington 98103-8869

Telephone: (206) 816-6603

Facsimile: (206) 319-5450

Attorneys for Plaintiffs