

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

JOHANNES ROMATKA, ZACHARIAH
SHUGART, and THOMAS BUSCH,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BRINKER INTERNATIONAL PAYROLL
COMPANY, L.P., a Delaware Limited
Partnership; MAGGIANO’S HOLDING
CORPORATION, a Delaware Corporation dba
“MAGGIANO’S LITTLE ITALY,”

Defendants.

NO. 13-2-14937-1 SEA

**THIRD AMENDED CLASS ACTION
COMPLAINT**

Plaintiffs Johannes Romatka, Zachariah Shugart, and Thomas Busch by their undersigned attorneys, for this class action complaint against Brinker International Payroll Company, L.P. and Maggiano’s Holding Corporation (collectively “Brinker” or “Defendants”), allege as follows:

I. INTRODUCTION

1.1 Nature of Action. Plaintiffs Johannes Romatka, Zachariah Shugart, and Thomas Busch bring this action against Defendants for engaging in a systematic scheme of wage and hour abuse against their restaurant service employees in the state of Washington. This scheme has involved, among other things, failing to provide service employees required rest breaks, failing to pay service employees the automatic service charges paid by customers in recognition

1 of service employees' work, failing to disclose to customers that automatic service charges are
2 retained by Defendants, and failing to pay kitchen staff employees for required meeting time.

3 **II. JURISDICTION AND VENUE**

4 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Defendants
5 are registered to do business in Washington State and do business in Washington State. Thus,
6 Defendants have obtained the benefits of the laws of Washington as well as Washington's
7 commercial and labor markets.

8 2.2 Venue. Venue is proper in King County because Defendants operate a
9 restaurant and transact business in King County, and Plaintiffs performed work for Defendants
10 in King County.

11 2.3 Governing Law. The claims of Plaintiff and the Class members asserted in this
12 class action complaint are brought solely under state law causes of action and are governed
13 exclusively by Washington law.

14 **III. PARTIES**

15 3.1 Plaintiff Johannes Romatka. Plaintiff Romatka is a citizen of Washington State.
16 Plaintiff Romatka was employed by Defendants as a carry-out employee, a delivery/catering
17 employee, a banquet server, and a banquet captain at Defendants' Maggiano's Little Italy
18 Restaurant in Bellevue, Washington from September 2010 to December 2012. Defendants
19 failed to provide Plaintiff Romatka ten minute rest breaks for every four hours of work and
20 required Plaintiff Romatka to work more than three consecutive hours without a rest break. In
21 addition, Defendants failed to pay Plaintiff Romatka the automatic service charges Defendants
22 collected from customers for Plaintiff Romatka's services. Defendants retained money
23 received in automatic service charges and did not distribute it to their employees, such as
24 Plaintiff Romatka. Moreover, Defendants failed to disclose in their itemized receipts or in
25 menus provided to customers the amount of the automatic service charges paid or payable to
26 the employee or employees serving the customer.

1 3.2 Plaintiff Zachariah Shugart. Plaintiff Shugart is a citizen of Washington State.
2 Plaintiff Shugart was employed by Defendants as a carry-out employee, a delivery/catering
3 employee, and a banquet server at Defendants’ Maggiano’s Little Italy Restaurant in Bellevue,
4 Washington from August 2011 to December 2012. Defendants failed to provide Plaintiff
5 Shugart ten minute rest breaks for every four hours of work and required Plaintiff Shugart to
6 work more than three consecutive hours without a rest break. In addition, Defendants failed to
7 pay Plaintiff Shugart the automatic service charges Defendants collected from customers for
8 Plaintiff Shugart’s services. Defendants retained money received in automatic service charges
9 for themselves and did not distribute it to their employees, such as Plaintiff Shugart. Moreover,
10 Defendants failed to disclose in their itemized receipts or in menus provided to customers the
11 amount of the automatic service charges paid or payable to the employee or employees serving
12 the customer.

13 3.3 Plaintiff Thomas Busch. Plaintiff Busch is a citizen of Washington State.
14 Plaintiff Busch was employed by Defendants as a line cook and pastry chef at Defendants’
15 Maggiano’s Little Italy Restaurant in Bellevue, Washington from April 2011 to April 2012 and
16 from July 2012 to October 2012. Defendants failed to provide Plaintiff Busch ten minute rest
17 breaks for every four hours of work and required Plaintiff Busch to work more than three
18 consecutive hours without a rest break. In addition, Defendants required Plaintiff Busch to
19 attend unpaid kitchen staff meetings almost every day he worked.

20 3.4 Defendant Maggiano’s Holding Corporation dba Maggiano’s Little Italy.
21 Maggiano’s Holding Corporation dba Maggiano’s Little Italy (“Defendant Maggiano’s”) is a
22 Delaware corporation with its headquarters in Texas. Defendant Maggiano’s is licensed to do
23 business in Washington and conducts business in Washington (including King County) as
24 Maggiano’s Little Italy Restaurant. Defendant Maggiano’s has employed hundreds of
25 employees in Washington (including King County), including Plaintiffs and the proposed Class
26 members.

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

3 4.2 Numerosity. Plaintiffs believe there are hundreds of current or former
4 employees of Defendants composing the Class and the Subclasses. The members of the Class
5 and the Subclass are so numerous that joinder of all members is impracticable. Moreover, the
6 disposition of the claims of the Class and the Subclasses in a single action will provide
7 substantial benefits to all parties and the Court.

8 4.3 Commonality.

9 4.3.1 **Class**: There are numerous questions of law and fact common to
10 Plaintiffs and Class members. These questions include, but are not limited to, the following:

11 a. Whether Defendants have engaged in a common course of failing to
12 provide restaurant service workers ten minute rest breaks for every four hours of work;

13 b. Whether Defendants have engaged in a common course of requiring or
14 permitting restaurant service employees to work through ten minute rest breaks without
15 providing the employees an additional ten minutes of pay for each rest break that the
16 employees miss;

17 c. Whether Defendants have violated RCW 49.12.020;

18 d. Whether Defendants have violated WAC 296-126-092;

19 e. Whether Defendants have violated RCW 49.46.130;

20 f. Whether Defendants have violated RCW 49.46.090;

21 g. Whether Defendants have violated RCW 49.48.010;

22 h. Whether Defendants have violated RCW 49.52.050; and

23 i. The nature and extent of class-wide injury and the measure of
24 compensation for such injury.

1 4.3.2 **Automatic Fee Subclass:** There are numerous questions of law and fact
2 common to Plaintiffs Shugart and Romatka and Automatic Fee Subclass members. These
3 questions include, but are not limited to, the following:

4 a. Whether Defendants have engaged in a common course of failing to
5 disclose to restaurant customers that all or part of automatic service charges collected from
6 customers are retained by Defendants and not paid to restaurant service employees;

7 b. Whether Defendants have engaged in a common course of failing to pay
8 restaurant service employees the automatic service charges Defendants collected from
9 customers for the restaurant service employees' services;

10 c. Whether Defendants have engaged in a common course of retaining
11 money received in automatic service charges for themselves and not distributing it to their
12 restaurant service employees;

13 d. Whether Defendants have engaged in a common course of failing to
14 disclose in their itemized receipts or in menus provided to customers the amount of the
15 automatic service charges paid to the employee or employees serving the customer;

16 e. Whether Defendants have violated RCW 49.46.160;

17 f. Whether Defendants have violated RCW 49.48.010;

18 g. Whether Defendants have violated RCW 49.52.050;

19 h. Whether Defendants have been unjustly enriched by retaining money
20 received in automatic service charges for themselves and not distributing it to their restaurant
21 service employees; and

22 i. The nature and extent of subclass-wide injury and the measure of
23 compensation for such injury.

24 4.3.3 **Kitchen Employee Subclass:** There are numerous questions of law and
25 fact common to Plaintiffs and the Kitchen Employee Subclass members. These questions
26 include, but are not limited to, the following:

1 a. Whether Defendants have engaged in a common course of failing to pay
2 kitchen employees for required meeting time;

3 b. Whether the required meeting time was compensable time under
4 Washington wage and hour laws;

5 c. Whether Defendants have violated RCW 49.46.020;

6 d. Whether Defendants have violated RCW 49.48.010;

7 e. Whether Defendants have violated RCW 49.52.050; and

8 f. The nature and extent of class-wide injury and the measure of
9 compensation for such injury.

10 4.4 Typicality.

11 4.4.1 **Class:** The claims of Plaintiffs Romatka, Shugart, and Busch are typical
12 of the Claims of the Class. Plaintiffs were employed in Washington by Defendants as
13 nonmanagerial, nonsupervisory, hourly-paid restaurant service employees and thus are
14 members of the proposed Class. The claims of Plaintiffs, like the claims of the Class, arise out
15 of the same common course of conduct by Defendants and are based on the same legal and
16 remedial theories.

17 4.4.2 **Automatic Fee Subclass:** Plaintiffs Romatka and Shugart were
18 employed as delivery or catering employees, as banquet servers, and in Plaintiff Romatka's
19 case, as a banquet captain, and thus they are members of the proposed Subclass. The claims of
20 Plaintiffs Romatka and Shugart, like the claims of the Subclass, arise out of the same common
21 course of conduct by Defendants and are based on the same legal and remedial theories.

22 4.4.3 **Kitchen Employee Subclass:** Plaintiff Busch was employed as a kitchen
23 staff employee, and thus is a member of the proposed Subclass. The claims of Plaintiff Busch,
24 like the claims of the Subclass, arise out of the same common course of conduct by Defendants
25 and are based on the same legal and remedial theories.

1 that are required by Washington law. Defendants’ hourly-paid employees are not provided ten
2 minute rest breaks for every four hours of work, are required to work more than three
3 consecutive hours without a rest break, and are not provided ten minutes of additional pay for
4 each rest break they miss. Each time an hourly-paid employee misses a rest break, the
5 employer receives the benefit of 10 minutes of hours worked without paying for the hours
6 worked. Defendants’ restaurant service employees do not have time to take rest breaks because
7 Defendants’ restaurant is very busy, and Defendants have no system in place to relieve
8 employees during busy periods in order for the employees to take rest breaks. Defendants have
9 had actual or constructive knowledge of the fact that hourly-paid employees are not provided
10 ten minute rest breaks for every four hours of work, are required to work more than three
11 consecutive hours without a rest break, and are not provided ten minutes of additional pay for
12 each rest break they miss.

13 5.2 Common Course of Conduct: Failure to Pay Automatic Service Charges to
14 Employees and Failure to Disclose Defendants’ Retention of Automatic Service Charges.

15 Defendants’ common course of wage and hour abuse includes routinely failing to pay banquet
16 employees, delivery employees, and catering employees all or part of the automatic service
17 charges Defendants collect from customers for the employees’ services. Defendants include an
18 automatic service charge on their banquet, delivery, and catering bills. Instead of paying these
19 automatic service charges to the employees who provide the service, Defendants have retained
20 money received in automatic service charges for themselves. Moreover, Defendants fail to
21 disclose in their itemized receipts or in menus provided to customers the amount of the
22 automatic service charges paid to the employee or employees serving the customer.

23 5.3 Common Course of Conduct: Failure to Pay for Kitchen Staff Meeting Time.

24 Defendants’ common course of wage and hour abuse included routinely failing to pay kitchen
25 staff employees for required meetings. Almost every day, Defendants would hold a “family
26 meal” meeting for kitchen staff, which all on-duty kitchen employees were required to attend.

1 The meeting would include discussions of large parties, banquets, specials, and other events.
2 The chefs leading the meetings would require kitchen staff employees to clock out for the
3 meetings. Defendants did not pay kitchen employees for the time they were clocked out for
4 these required meetings.

5 5.4 Overtime. Defendants' failure to provide restaurant service employees required
6 ten minute rest breaks extends the employees' workday by ten minutes and sometimes extends
7 the employees' workweeks beyond forty hours. Defendants' common course of wage and hour
8 abuse includes routinely failing to properly record and compensate restaurant service
9 employees for additional pay at the proper overtime rate when Defendants have failed to
10 provide required ten minute rest breaks that extend the workweek beyond forty hours.
11 Restaurant service employees are entitled to one and one-half times the regular rate of pay for
12 all hours worked in excess of forty hours per week. Defendants' failure to provide proper rest
13 breaks and failure to compensate employees for missed rest breaks results in Defendants'
14 failure to pay restaurant service employees one and one-half times the regular rate of pay for all
15 rest break periods that extend the workweek beyond 40 hours. Defendants have had actual or
16 constructive knowledge of the fact that restaurant service employees are not being properly
17 compensated for all overtime hours worked.

18 **VI. FIRST CLAIM FOR RELIEF**
19 **(Violations of RCW 49.12.020 and WAC 296-126-092 —**
20 **Failure to Provide Rest Periods)**
On behalf of Class

21 6.1 Plaintiffs reallege and incorporate by reference each and every allegation set
22 forth in the preceding paragraphs.

23 6.2 RCW 49.12.010 provides that "[t]he welfare of the state of Washington
24 demands that all employees be protected from conditions of labor which have a pernicious
25 effect on their health. The state of Washington, therefore, exercising herein its police and
26 sovereign power declares that inadequate wages and unsanitary conditions of labor exert such
pernicious effect."

1 6.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in
2 any industry or occupation within the state of Washington under conditions of labor detrimental
3 to their health.”

4 6.4 Pursuant to RCW 49.12.005 and WAC 296-126-002, conditions of labor “means
5 and includes the conditions of rest and meal periods” for employees.

6 6.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest
7 periods during their shifts.

8 6.6 By the actions alleged above, including the failure to provide restaurant service
9 employees proper rest periods, Defendants have violated the provisions of RCW 49.12.020 and
10 WAC 296-126-092.

11 6.7 As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
12 deprived of compensation in amounts to be determined at trial, and Plaintiff and the Class are
13 entitled to the recovery of such damages, including interest thereon, as well as attorneys’ fees
14 pursuant to RCW 49.48.030 and costs.

15 **VII. SECOND CLAIM FOR RELIEF**

16 **(Violations of RCW 49.46.130 — Failure to Pay Overtime for Missed Rest Breaks that**
17 **Extend Workweek Beyond 40 Hours)**

18 *On behalf of Class*

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

21 7.2 RCW 49.46.130 provides that “no employer shall employ any of his employees
22 for a workweek longer than 40 hours unless such employee receives compensation for his
23 employment in excess of the hours above specified at a rate not less than one and one-half
times the regular rate at which he is employed.”

24 7.3 By the actions alleged above, Defendants have violated the provisions of
25 RCW 49.46.130 during workweeks in which Plaintiffs and Class members worked over 40
26 hours and during workweeks in which missed rest breaks extended the workweek beyond 40
hours.

1 7.4 As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
2 deprived of compensation in amounts to be determined at trial and pursuant to RCW 49.46.090,
3 Plaintiffs and the Class are entitled to recovery of such damages, including interest thereon, as
4 well as attorneys' fees and costs.

5 **VIII. THIRD CLAIM FOR RELIEF**
6 **(Violation of RCW 49.46.090(1) and RCW 49.46.160)**
7 ***On behalf of Automatic Fee Subclass***

8 8.1 Plaintiffs Romatka and Shugart reallege and incorporate by reference each and
9 every allegation set forth in the preceding paragraphs.

10 8.2 RCW 49.46.090(1) provides that “[a]ny employer who pays any employee less
11 than wages to which such employee is entitled under or by virtue of this chapter, shall be liable
12 to such employee affected for the full amount of such wage rate, less any amount actually paid
13 to such employee by the employer, and for costs and such reasonable attorney's fees as may be
14 allowed by the court.”

15 8.3 RCW 49.46.160 provides that “[a]n employer that imposes an automatic service
16 charge related to food, beverages, entertainment, or portorage provided to a customer must
17 disclose in an itemized receipt and in any menu provided to the customer the percentage of the
18 automatic service charge that is paid or is payable directly to the employee or employees
19 serving the customer.”

20 8.4 Plaintiffs and members of the Automatic Fee subclass are employees under
21 RCW 49.46.160.

22 8.5 Defendants are employers under RCW 49.46.160.

23 8.6 Defendants impose an automatic service charge related to food, beverages, and
24 portorage provided to their customers.

25 8.7 Defendants fail to disclose in itemized receipts and in the menus they have
26 provided to customers the percentage of the automatic service charge that is paid or payable by
Defendants directly to the employee or employees serving the customers.

1 8.8 Defendants have not paid their employees who serve their customers 100% of
2 the automatic service charges that Defendants have collected from their customers for services
3 covered by RCW 49.46.160.

4 8.9 Defendants have retained for themselves automatic service charges that they
5 collected from their customers.

6 8.10 By so acting, Defendants violated RCW 49.46.160.

7 8.11 By so acting, Defendants violated RCW 49.46.090 because they paid their
8 delivery or catering employees, banquet servers, and banquet captains less than the wages to
9 which such employees are entitled under or by virtue of RCW 49.46.160.

10 8.12 As a result of the unlawful acts of Defendants, Plaintiffs and the Automatic Fee
11 Subclass have been deprived of compensation in amounts to be determined at trial and pursuant
12 to RCW 49.46.090, Plaintiffs and the Automatic Fee Subclass are entitled to recovery of such
13 damages, including interest thereon, as well as attorneys' fees and costs.

14 **IX. FOURTH CLAIM FOR RELIEF**
15 **(Violation of RCW 49.46.160 — Implied Cause of Action)**
16 ***On behalf of Automatic Fee Subclass***

16 9.1 Plaintiffs Romatka and Shugart reallege and incorporate by reference each and
17 every allegation set forth in the preceding paragraphs.

18 9.2 In addition to a cause of action for violation of RCW 49.46.090,
19 RCW 49.46.160 implies a cause of action for employees to enforce the terms of the statute.

20 9.3 Plaintiffs are in the class for whose “especial” benefit RCW 49.46.160 was
21 enacted.

22 9.4 The legislative history of RCW 49.46.160 supports a remedy for employees
23 whose employers violate RCW 49.46.160.

24 9.5 Implying a remedy for violation of RCW 49.46.160 is consistent with the
25 underlying purpose of the legislation.

1 9.6 Pursuant to this implied cause of action, Plaintiffs and the Automatic Fee
2 Subclass have been deprived of compensation in amounts to be determined at trial and are
3 entitled to recovery of such damages, including interest thereon, as well as attorneys' fees
4 pursuant to RCW 49.48.030 and costs.

5 **X. FIFTH CLAIM FOR RELIEF**
6 **(Violations of RCW 49.48.010 – Failure to Pay Wages Owed at Termination)**
7 ***On behalf of Class and Subclasses***

8 10.1 Plaintiffs reallege and incorporate by reference each and every allegation set
9 forth in the preceding paragraphs.

10 10.2 RCW 49.48.010 provides that “[w]hen any employee shall cease to work for an
11 employer, whether by discharge or by voluntary withdrawal, the wages due him on account of
12 his employment shall be paid to him at the end of the established pay period.”

13 10.3 By the actions alleged above, Defendants have violated the provisions of RCW
14 49.48.010.

15 10.4 As a result of Defendants' unlawful acts, Plaintiffs, the Class, and the
16 Subclasses have been deprived of compensation in amounts to be determined at trial and, are
17 entitled to such damages, including interest thereon, and pursuant to RCW 49.48.030,
18 Plaintiffs, Class members, and Subclass members are entitled to payment of attorneys' fees as
19 well.

20 **XI. SIXTH CLAIM FOR RELIEF**
21 **(Unjust Enrichment)**
22 ***On behalf of Automatic Fee Subclass***

23 11.1 Plaintiffs Romatka and Shugart reallege and incorporate by reference each and
24 every allegation set forth in the preceding paragraphs.

25 11.2 As a result of the service provided by Plaintiffs and Automatic Fee Subclass
26 Members, Defendants received a benefit in the form of automatic service charges paid by
customers.

1 11.3 The benefit Defendants received in the form of the automatic service charges
2 was received by Defendants at Plaintiffs' and the Automatic Fee Subclass' expense.

3 11.4 The circumstances make it unjust for Defendants to retain the benefit of the
4 automatic service charges without payment for such charges to Plaintiffs and Automatic Fee
5 Subclass Members.

6 11.5 Defendants have been unjustly enriched by keeping all automatic service
7 charges and failing to provide Plaintiffs and Automatic Fee Subclass Members those service
8 charges.

9 11.6 As a result of Defendants' unjust enrichment, Plaintiffs and the Automatic Fee
10 Subclass are entitled to restitution or disgorgement of all of the automatic service charges
11 Defendants have retained from customers in amounts to be determined at trial, including
12 interest thereon, and pursuant to RCW 49.48.030, Plaintiffs and Automatic Fee Subclass
13 members are entitled to payment of attorneys' fees as well.

14 **XII. SEVENTH CLAIM FOR RELIEF**
15 **(Violation of RCW 49.46.020 — Failure to Pay Minimum Wages)**
16 ***On behalf of Kitchen Employee Subclass***

17 12.1 Plaintiff Busch realleges and incorporates by reference each and every allegation
18 set forth in the preceding paragraphs.

19 12.2 RCW 49.46.020 provides that every employer shall pay its employees not less
20 than the minimum hourly wage in effect at the time the work is performed.

21 12.3 RCW 49.46.090 provides that any employer who violates the provisions of
22 RCW 49.46.020 shall be liable in a civil action for the amount of wages owed, attorneys' fees,
23 and costs.

24 12.4 By the actions alleged above, Defendants have violated RCW 49.46.020.

25 12.5 As a result of the unlawful acts of Defendants, Plaintiff Busch and the Kitchen
26 Employee Subclass have been deprived of compensation in amounts to be determined at trial

1 and pursuant to RCW 49.46.090, Plaintiff Busch and the Kitchen Employee Subclass is entitled
2 to recovery of such damages, including interest thereon, as well as attorneys' fees and costs.

3 **XIII. EIGHTH CLAIM FOR RELIEF**
4 **(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)**
5 *On behalf of Class and Subclasses*

6 13.1 Plaintiffs reallege and incorporate by reference each and every allegation set
7 forth in the preceding paragraphs.

8 13.2 RCW 49.52.050 provides that any employer or agent of any employer who,
9 “[w]ilfully and with intent to deprive the employee of any party of his wages, shall pay any
10 employee a lower wage than the wage such employer is obligated to pay such employee by any
11 statute, ordinance, or contract” shall be guilty of a misdemeanor.

12 13.3 Defendants' violations of RCW 49.46.130, RCW 49.46.090, RCW 49.46.020,
13 RCW 49.48.010, RCW 49.12.020, RCW 49.46.160, and WAC 296-126-092, and Defendants'
14 unjust enrichment, as discussed above, were willful and constitute violations of
15 RCW 49.52.050.

16 13.4 RCW 49.52.070 provides that any employer who violates the provisions of
17 RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld,
18 attorneys' fees, and costs.

19 13.5 By the actions alleged above, Defendants have violated the provisions of
20 RCW 49.52.050.

21 13.6 As a result of the willful, unlawful acts of Defendants, Plaintiffs, the Class, and
22 the Subclasses have been deprived of compensation in amounts to be determined at trial and
23 pursuant to RCW 49.52.070, Plaintiffs, the Class, and the Subclasses are entitled to recovery of
24 twice such damages, including interest thereon, as well as attorneys' fees and costs.

25 **XIV. PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs, on their own behalf and on behalf of the members of the
Class and Subclasses they seek to represent, pray for judgment against Defendants as follows:

- 1 A. Certification of the proposed Plaintiff Class and Subclasses;
- 2 B. A declaration that Defendants are financially responsible for notifying all Class
- 3 members of its wage and hour violations;
- 4 C. Appoint Plaintiffs Romatka, Shugart, and Busch as representatives of the Class,
- 5 appoint Plaintiffs Romatka and Shugart as representatives of the Automatic Fee Subclass, and
- 6 appoint Plaintiff Busch as representative of the Kitchen Employee Subclass;
- 7 D. Appoint the undersigned counsel as counsel for the Class and Subclasses;
- 8 E. Declare that Defendants’ actions complained of herein violate RCW 49.46.090,
- 9 RCW 49.46.020, RCW 49.46.130, RCW 49.48.010, RCW 49.52.050, RCW 49.12.020, RCW
- 10 49.46.160, and WAC 296-126-092, and constitute unjust enrichment;
- 11 F. Enjoin Defendants and their officers, agents, successors, employees,
- 12 representatives, and any and all persons acting in concert with Defendants, as provided by law,
- 13 from engaging in the unlawful and wrongful conduct set forth herein;
- 14 G. Award Plaintiffs, the Class, and the Subclasses compensatory and exemplary
- 15 damages, as allowed by law;
- 16 H. Award Plaintiffs Romatka and Shugart and the Subclass restitution or
- 17 disgorgement in the amount of automatic service charges Defendants retained for themselves;
- 18 I. Award Plaintiffs, the Class, and the Subclasses attorneys’ fees and costs, as
- 19 allowed by law;
- 20 J. Award Plaintiffs, the Class, and the Subclasses prejudgment and post-judgment
- 21 interest, as provided by law;
- 22 K. Permit Plaintiffs, the Class, and the Subclasses leave to amend the Complaint to
- 23 conform to the evidence presented at trial; and
- 24 L. Grant such other and further relief as the Court deems necessary, just, and
- 25 proper.
- 26

1 RESPECTFULLY SUBMITTED AND DATED this 30th day of September, 2014.
2 TERRELL MARSHALL DAUDT & WILLIE PLLC

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