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 KING COUNTY  
 SUPERIOR COURT CLERK  
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 CASE #: 18-2-56923-1 SEA

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

CLARE THOMAS, individually and on behalf  
 of all others similarly situated,

Plaintiff,

v.

TOM DOUGLAS' SEATTLE KITCHEN,  
 INC.; TERRY AVENUE RESTAURANT,  
 INC.; and THOMAS DOUGLAS,

Defendants.

NO.

**CLASS ACTION COMPLAINT**

Plaintiff Clare Thomas, by her undersigned attorneys, for this class action complaint against Tom Douglas' Seattle Kitchen, Inc., Terry Avenue Restaurant, Inc., and Thomas Douglas (collectively "Defendants"), alleges as follows:

**I. INTRODUCTION**

1.1 Nature of Action. Plaintiff Clare Thomas brings this action against Defendants for engaging in a systematic scheme of wage and hour abuse against their restaurant employees in Seattle. This scheme has involved (1) failing to pay service employees the entirety of the automatic service charges paid by customers in recognition of the service employees' work without disclosing in itemized receipts and menus provided to customers the actual percentages of the automatic service charges that are paid to the employee or employees serving the customers; and (2) failing to provide employees required rest and meal breaks.

FRANK FREED SUBIT & THOMAS LLP  
 705 Second Avenue, Suite 1200  
 Seattle, Washington 98104-1798  
 (206) 682-6711

## II. JURISDICTION AND VENUE

2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Defendants Tom Douglas' Seattle Kitchen, Inc. and Terry Avenue Restaurant, Inc. are registered to do business in Washington State and do business in Washington State. Defendant Thomas Douglas is a citizen of Washington. Defendants have obtained the benefits of the laws of Washington as well as Washington's commercial and labor markets.

2.2 Venue. Venue is proper in King County because Defendants operate restaurants and transact business in King County, and Plaintiff performed work for Defendants in King County.

## III. PARTIES

3.1 Plaintiff Clare Thomas. Plaintiff Clare Thomas is a citizen of Washington State. Plaintiff was employed by Defendants as a server at Brave Horse Tavern in Seattle from around May 2014 to August 2018. After Defendants began imposing automatic service charges on all food and beverage purchases, Defendants failed to pay Plaintiff the entirety of the service charges collected from customers for her services without providing the legally required disclosures to customers on menus and itemized receipts. Indeed, Defendants did not disclose in menus and itemized receipts provided to customers the actual percentage of the automatic service charge that was paid directly to the employee or employees serving the customers. Defendants also failed to affirmatively provide Plaintiff with paid ten-minute rest breaks for every four hours of work, regularly required her to work more than three consecutive hours without a rest break, and failed to provide her with full, uninterrupted thirty-minute meal breaks.

3.2 Defendant Tom Douglas' Seattle Kitchen, Inc. Defendant Tom Douglas' Seattle Kitchen, Inc. is a Washington corporation and restaurant conglomerate with several restaurants in Seattle. Tom Douglas' Seattle Kitchen is licensed to do business in Washington and conducts business in Washington, including King County. Tom Douglas' Seattle Kitchen has jointly employed (along with its individual restaurant corporations such as Terry Avenue Restaurant,

1 Inc.) over five hundred employees in Seattle, Washington, including Plaintiff and the proposed  
2 Class members.

3       3.3     Defendant Terry Avenue Restaurant, Inc. Defendant Terry Avenue Restaurant,  
4 Inc. is a Washington corporation. Terry Avenue Restaurant, Inc. is licensed to do business in  
5 Washington and conducts business in Washington, including King County, as Brave Horse  
6 Tavern. Terry Avenue Restaurants, Inc. has employed over 50 employees in Washington,  
7 including Plaintiff and some proposed Class members.

8       3.4     Defendant Thomas Douglas. Defendant Thomas Douglas is a founder, governing  
9 person, owner, and officer of both Tom Douglas' Seattle Kitchen, Inc. and Terry Avenue  
10 Restaurant, Inc. He has employed over 500 employees in Seattle, including Plaintiff and the  
11 proposed Class members. Defendant Thomas Douglas has acted directly or indirectly in the  
12 interest of an employer in relation to Plaintiff and the employees that comprise the Class in this  
13 case. He has been engaged in running Tom Douglas' Seattle Kitchen, Inc.'s business, including  
14 all the restaurants operating under the Tom Douglas' Seattle Kitchen umbrella. He is authorized  
15 to make financial decisions, including compensation decisions, on behalf of the company and the  
16 restaurants operated by the company. He is authorized to determine the company's employment  
17 practices and has exercised control over how the company's employees are paid, including the  
18 decision to eliminate tipping and institute an automatic service charge system as described in this  
19 complaint. Defendant Thomas Douglas is an employer, officer, principal, and agent for purposes  
20 of the wage and hour laws and rest and meal break regulations under which Plaintiff brings her  
21 claims, and he has employed Plaintiff and proposed Class members under those laws and  
22 regulations.

1 **IV. CLASS ACTION ALLEGATIONS**

2 4.1 Class Definition: Pursuant to Civil Rule 23, Plaintiff brings this case as a class  
3 action on behalf of a Class defined as follows:

4 All current and former hourly paid employees of Defendants who  
5 have worked at Defendants' restaurants in Seattle, Washington  
6 since December 11, 2015.

7 Pursuant to Civil Rule 23(c)(4), Plaintiff also brings this case on behalf of a Subclass  
8 defined as follows:

9 All current and former hourly paid service employees of  
10 Defendants who have worked as servers, food runners, bartenders,  
11 bussers, or hosts at one of Defendants' restaurants in Seattle,  
12 Washington during a time after January 31, 2016 in which the  
13 restaurant had a service charge disclosure on menus or itemized  
14 receipts that stated either (1) "20% service charge: 100% of these  
15 funds are distributed to our team in the form of wages, sales  
16 commissions, benefits and revenue share" or (2) "20% Service  
17 Charge Added. 100% of these funds are distributed to our team."

18 4.2 Numerosity. Plaintiff believes there are more than 500 current or former  
19 employees of Defendants composing both the Class and the Subclass. The members of the Class  
20 and the Subclass are so numerous that joinder of all members is impracticable. Moreover, the  
21 disposition of the claims of the Class and the Subclass in a single action will provide substantial  
22 benefits to all parties and the Court.

23 4.3 Commonality.

24 4.3.1 **Class**: There are numerous questions of law and fact common to Plaintiff  
25 and Class members. These questions include, but are not limited to, the following:

26 a. Whether Defendants have engaged in a common course of failing to  
provide Class members with paid, ten-minute rest breaks for every four hours of work;

b. Whether Defendants have engaged in a common course of failing to pay  
Class members an additional ten minutes of pay for each rest break that the employees miss;

1 c. Whether Defendants have engaged in a common course of failing to  
2 provide Class members with an uninterrupted, thirty-minute meal break for every five hours of  
3 work;

4 d. Whether Defendants have engaged in a common course of failing to  
5 ensure Class members can take legally required breaks;

6 e. Whether Defendants have engaged in a common course of failing to have  
7 a system for Class members to record missed breaks;

8 f. Whether Defendants have violated RCW 49.12.020 and WAC 296-126-  
9 092;

10 g. Whether Defendants have violated RCW 49.52.050; and

11 h. The nature and extent of class-wide injury and the measure of  
12 compensation for such injury.

13 4.3.2 **Subclass:** There are numerous questions of law and fact common to  
14 Plaintiff and Subclass members. These questions include, but are not limited to, the following:

15 a. Whether Defendants have engaged in a common course of failing to  
16 disclose in itemized receipts the percentage of the automatic service charge that is paid directly  
17 to the employee or employees serving the customers;

18 b. Whether Defendants have engaged in a common course of failing to  
19 disclose in menus provided to customers the actual percentage of the automatic service charge  
20 that is paid directly to the employee or employees serving the customers;

21 c. Whether Defendants have engaged in a common course of failing to  
22 disclose in itemized receipts provided to restaurant customers that part of automatic service  
23 charges collected from customers are not paid directly to the employees serving the customers;

24 d. Whether Defendants have engaged in a common course of failing to  
25 disclose in menus provided to restaurant customers that part of automatic service charges  
26 collected from customers are not paid directly to the employees serving the customers;

1 e. Whether Defendants have engaged in a common course of retaining  
2 portions of money received in automatic service charges and not distributing it to their restaurant  
3 service employees but instead using it to cover costs of doing business;

4 f. Whether Defendants have been unjustly enriched by retaining money  
5 received in automatic service charges and not distributing it to their restaurant service employees  
6 but instead using it to cover costs of doing business;

7 g. Whether Defendants have violated RCW 49.46.160;

8 h. Whether Defendants have violated RCW 49.46.020(3);

9 i. Whether Defendants have violated RCW 49.52.050; and

10 j. The nature and extent of Subclass-wide injury and the measure of  
11 compensation for such injury.

12 4.4 Typicality.

13 4.4.1 **Class:** The claims of Plaintiff are typical of the claims of the Class.  
14 Plaintiff worked for Defendants in Washington as an hourly paid restaurant employee and thus  
15 is a member of the proposed Class. The claims of Plaintiff, like the claims of the Class, arise out  
16 of the same common course of conduct by Defendants and are based on the same legal and  
17 remedial theories.

18 4.4.2 **Subclass:** Plaintiff worked for Defendants in Washington as an hourly  
19 paid server and thus is a member of the proposed Subclass. The claims of Plaintiff, like the  
20 claims of the Subclass, arise out of the same common course of conduct by Defendants and are  
21 based on the same legal and remedial theories.

22 4.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class  
23 and Subclass. Plaintiff has retained competent and capable attorneys with significant experience  
24 in complex litigation, including employment law class actions. Plaintiff and her counsel are  
25 committed to prosecuting this action vigorously on behalf of the Class and Subclass and have the  
26

1 financial resources to do so. Neither Plaintiff nor her counsel have interests that are contrary to  
2 or that conflict with those of the proposed Class or Subclass.

3         4.6     Predominance. Defendants have engaged in a common course of wage and hour  
4 abuses toward Plaintiff and members of the Class and Subclass. The common issues arising from  
5 this conduct that affect Plaintiff and members of the Class and Subclass predominate over any  
6 individual issues. Adjudication of these common issues in a single action has important and  
7 desirable advantages of judicial economy.

8         4.7     Superiority. Plaintiff and Class and Subclass members have suffered and will  
9 continue to suffer harm and damages as a result of Defendants' unlawful and wrongful conduct.  
10 Absent a class action, however, most Class members likely would find the cost of litigating their  
11 claims prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation  
12 because it conserves judicial resources, promotes consistency and efficiency of adjudication,  
13 provides a forum for small claimants, and deters illegal activities. There will be no significant  
14 difficulty in the management of this case as a class action. The Class members are readily  
15 identifiable from Defendants' records.

## 16                     **V. SUMMARY OF FACTUAL ALLEGATIONS**

17         5.1     Common Course of Conduct Against Class: Failure to Provide Rest Breaks.  
18 Defendants have engaged in, and continue to engage in, a common course of failing to provide  
19 paid rest breaks to their hourly paid restaurant employees in Seattle.

20                 5.1.1   Defendants do not provide hourly paid employees ten-minute rest breaks  
21 for every four hours of work, require hourly paid employees to work more than three consecutive  
22 hours without a rest break, and do not provide ten minutes of additional pay for each rest break  
23 employees miss.

24                 5.1.2   Each time an hourly paid employee misses a rest break, the employer  
25 receives the benefit of ten minutes of hours worked without paying for the hours worked.  
26

1           5.1.3 Defendants' restaurant service employees do not have time to take rest  
2 breaks because Defendants' restaurants are very busy, and Defendants have no system in place  
3 to relieve employees during busy periods in order for the employees to take rest breaks.

4           5.1.4 Defendants have had actual or constructive knowledge of the fact that  
5 hourly paid employees do not receive ten-minute rest breaks for every four hours of work, must  
6 work more than three consecutive hours without a rest break, and do not receive ten minutes of  
7 additional pay for each rest break they miss.

8           5.2     Common Course of Conduct Against Class: Failure to Provide Meal Breaks.  
9 Defendants have engaged in, and continue to engage in, a common course of failing to provide  
10 their hourly restaurant employees with an uninterrupted, thirty-minute meal break for every five  
11 hours of work and requiring or permitting their hourly restaurant employees to work more than  
12 five consecutive hours without a meal break.

13           5.2.1 Plaintiff and Class members regularly are unable to take the thirty-minute  
14 meal breaks to which they are entitled because of how busy Defendants' restaurants are.

15           5.2.2 Plaintiff and Class members often eat only while on-the-go to ensure they  
16 can complete all their necessary work.

17           5.2.3 Defendants have had actual or constructive knowledge of the fact that  
18 hourly paid employees do not receive uninterrupted, thirty-minute meal breaks for every five  
19 hours of work and are required or permitted to work more than five consecutive hours without a  
20 meal break.

21           5.3     Common Course of Conduct Against Subclass: Violations of Washington Service  
22 Charge Disclosure Requirement. Defendants have engaged in a common course of violating  
23 Washington's service charge disclosure requirements.

24           5.3.1 Defendants operate restaurants throughout Seattle, Washington.

25           5.3.2 In 2016, Defendants began to impose an automatic service charge of  
26 twenty percent on food and beverage purchases in some of its restaurants. In January 2017,



1 Defendants began to impose an automatic service charge of twenty percent on food and beverage  
2 purchases at Brave Horse Tavern.

3           5.3.3 Although Defendants have imposed this automatic service charge on  
4 customers, Defendants have not disclosed in itemized receipts provided to customers the  
5 percentage of the automatic service charge that is paid directly to the employees serving the  
6 customers.

7           5.3.4 Furthermore, in menus provided to customers, Defendants have not  
8 disclosed the percentage of the automatic service charge that is paid directly to the employees  
9 serving the customers.

10           5.3.5 Instead, between 2016 and the fall of 2018, Defendants included a notation  
11 at the bottom of the menus and itemized receipts stating “20% service charge: 100% of these  
12 funds are distributed to our team in the form of wages, sales commissions, benefits and revenue  
13 share” or “20% Service Charge Added. 100% of these funds are distributed to our team.”

14           5.3.6 The menu and itemized receipt notations did not illuminate how the  
15 service charges were divided, who gets them, or what “benefits” the service employees get from  
16 the service charges.

17           5.3.7 In reality, the employees serving the customers did not receive 100% of  
18 the service charge revenues.

19           5.3.8 Thus, Defendants’ common course of wage and hour abuse included  
20 routinely failing to pay Subclass members the entirety of the automatic service charges  
21 Defendants collected from customers for the employees’ services—without disclosing that fact  
22 to customers on itemized receipts and menus.

23           5.3.9 Defendants have had actual or constructive knowledge of the facts (1) that  
24 their menus and itemized receipts did not disclose the percentage of the automatic service charge  
25 that is actually paid directly to the employees serving the customers, and (2) that the employees  
26

1 serving their customers did not receive the entirety of the service charges paid by customers in  
2 recognition of the employees' services.

3 **VI. FIRST CLAIM FOR RELIEF**  
4 **(Violations of RCW 49.12.020 and WAC 296-126-092 —**  
5 **Failure to Provide Rest and Meal Periods)**  
6 *On behalf of the Class*

7 6.1 Plaintiff realleges and incorporates by reference each and every allegation set  
8 forth in the preceding paragraphs.

9 6.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington demands  
10 that all employees be protected from conditions of labor which have a pernicious effect on their  
11 health. The state of Washington, therefore, exercising herein its police and sovereign power  
12 declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect.”

13 6.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any  
14 industry or occupation within the state of Washington under conditions of labor detrimental to  
15 their health.”

16 6.4 Pursuant to RCW 49.12.005 and WAC 296-126-002, conditions of labor “means  
17 and includes the conditions of rest and meal periods” for employees.

18 6.5 WAC 296-126-092 requires that employers shall provide employees certain paid  
19 rest and meal periods.

20 6.6 By the actions alleged above, including the failure to provide Plaintiff and Class  
21 members proper rest and meal periods, Defendants have violated the provisions of  
22 RCW 49.12.020 and WAC 296-126-092.

23 6.7 As a result of the unlawful acts of Defendants, Plaintiff and the Class have been  
24 deprived of compensation in amounts to be determined at trial, and Plaintiff and the Class are  
25 entitled to the recovery of such damages, including interest thereon, as well as attorneys' fees  
26 and costs pursuant to RCW 49.48.030.

**VII. SECOND CLAIM FOR RELIEF**

**(Violation of RCW 49.46.020(3), 49.46.090(1) and RCW 49.46.160)**

*On behalf of the Subclass*

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

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

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

7.4 RCW 49.46.020(3) provides that “[a]n employer must pay to its employees: (a) All tips and gratuities; and (b) all service charges as defined under RCW 49.46.160 except those that, pursuant to RCW 49.46.160, are itemized as not being payable to the employee or employees servicing the customer. Tips and service charges paid to an employee are in addition to, and may not count towards, the employee’s hourly minimum wage.”

7.5 Plaintiff and Subclass members are employees under RCW 49.46.160.

7.6 Defendants are employers under RCW 49.46.160.

7.7 Defendants have imposed an automatic service charge related to food and beverages provided to their customers.

7.8 Defendants have failed to disclose in itemized receipts they have provided to customers the percentage of the automatic service charge that is paid or payable directly to the employee or employees serving the customers.

1           7.9     Defendants have failed to disclose in menus they have provided to customers the  
2 actual percentage of the automatic service charge that is paid or payable directly to the employee  
3 or employees serving the customers.

4           7.10   Defendants have not paid their employees who serve their customers 100% of the  
5 automatic service charges that Defendants have collected from their customers for services  
6 covered by RCW 49.46.160.

7           7.11   By so acting, Defendants violated RCW 49.46.160 and RCW 49.46.020(3).

8           7.12   By so acting, Defendants violated RCW 49.46.090 because they paid their  
9 service employees less than the wages to which such employees are entitled under or by virtue  
10 of RCW 49.46.160.

11          7.13   As a result of the unlawful acts of Defendants, Plaintiff and Subclass members  
12 have been deprived of compensation in amounts to be determined at trial and pursuant to  
13 RCW 49.46.090, Plaintiff and Subclass members are entitled to recovery of such damages,  
14 including interest thereon, as well as attorneys' fees and costs.

15                   **VIII. THIRD CLAIM FOR RELIEF**  
16                   **(Violation of RCW 49.46.160 — Implied Cause of Action)**  
                    *On behalf of the Subclass*

17          8.1     Plaintiff realleges and incorporates by reference each and every allegation set  
18 forth in the preceding paragraphs.

19          8.2     In addition to a cause of action for violation of RCW 49.46.090 and RCW  
20 49.46.020(3), RCW 49.46.160 implies a cause of action for employees to enforce the terms of  
21 the statute.

22          8.3     Plaintiff is in the class for whose "especial" benefit RCW 49.46.160 was enacted.

23          8.4     The legislative history of RCW 49.46.160 supports a remedy for employees  
24 whose employers violate RCW 49.46.160.

25          8.5     Implying a remedy for violation of RCW 49.46.160 is consistent with the  
26 underlying purpose of the legislation.

1           8.6 Pursuant to this implied cause of action, Plaintiff have been deprived of  
2 compensation in amounts to be determined at trial and are entitled to recovery of such damages,  
3 including interest thereon, as well as attorneys' fees and costs pursuant to RCW 49.48.030.

4                           **IX. FOURTH CLAIM FOR RELIEF**

5                                   **(Unjust Enrichment)**

6                                   *On behalf of the Subclass*

7           9.1 Plaintiff realleges and incorporates by reference each and every allegation set  
8 forth in the preceding paragraphs.

9           9.2 As a result of the service provided by Plaintiff and Subclass members, Defendants  
10 received a benefit in the form of automatic service charges paid by customers.

11           9.3 The benefit Defendants received in the form of the automatic service charges was  
12 received by Defendants at the expense of Plaintiff and the Subclass.

13           9.4 The circumstances make it unjust for Defendants to retain the benefit of the  
14 automatic service charges without payment for such charges to Plaintiff and Subclass members.

15           9.5 Defendants have been unjustly enriched by keeping all automatic service charges  
16 and failing to provide Plaintiff and Subclass members those service charges.

17           9.6 As a result of Defendants' unjust enrichment, Plaintiff and the Subclass are  
18 entitled to damages, restitution, and/or disgorgement of all of the automatic service charge  
19 revenues Defendants have retained from customers and withheld from Plaintiff and Subclass  
20 members without legally required disclosures, in amounts to be determined at trial, including  
21 interest thereon, as well as attorneys' fees and costs pursuant to RCW 49.48.030.

22                           **X. FIFTH CLAIM FOR RELIEF**

23                                   **(Violations of SMC 14.20.020 — Failure to Pay All Compensation Owed)**

24                                   *On Behalf of Class and Subclass*

25           10.1 Plaintiff reallege and incorporate by reference each and every allegation set forth  
26 in the preceding paragraphs.

1           10.2   SMC 14.20.020 provides that “[a]n employer shall pay all compensation owed to  
2 an employee by reason of employment on an established regular pay day at no longer than  
3 monthly payment intervals.”

4           10.3   SMC 14.20.045 provides that the failure of an employer to comply with any  
5 requirement imposed upon it under Chapter 14.20 (“Wage Theft Ordinance”) constitutes a  
6 violation of the ordinance.

7           10.4   SMC 14.20.090(A) provides that “any person or class of persons that suffers  
8 financial injury as a result of a violation of [the Wage Theft Ordinance] . . . may be awarded  
9 reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to  
10 remedy the violation including, without limitation, the payment of any unpaid compensation plus  
11 interest due to the person and liquidated damages in an additional amount of up to twice the  
12 unpaid compensation . . . .”

13           10.5   Defendants are employers under the Seattle Wage Theft Ordinance.

14           10.6   By the actions alleged above, Defendants have violated the provisions of SMC  
15 14.20.020.

16           10.7   As a result of the unlawful acts of Defendants, Plaintiff and members of the Class  
17 and Subclass have been deprived of compensation in amounts to be determined at trial, and  
18 Plaintiff and members of the Subclass are entitled to the recovery of such damages, including  
19 interest thereon, an additional amount of twice the unpaid compensation, and attorneys’ fees and  
20 costs under SMC 14.20.090.

21                           **XI. SIXTH CLAIM FOR RELIEF**  
22                           **(Violation of RCW 49.52.050 — Willful Refusal to Pay Wages)**  
23                           *On behalf of Class and Subclass*

24           11.1   Plaintiff realleges and incorporates by reference each and every allegation set  
25 forth in the preceding paragraphs.

26           11.2   RCW 49.52.050 provides that any employer or agent of any employer who,  
“[w]ilfully and with intent to deprive the employee of any party of his wages, shall pay any

1 employee a lower wage than the wage such employer is obligated to pay such employee by any  
2 statute, ordinance, or contract” shall be guilty of a misdemeanor.

3 11.3 Defendants’ violations of RCW 49.46.090, RCW 49.46.160, WAC 296-126-092,  
4 RCW 49.46.020, and SMC 14.20.020, and Defendants’ unjust enrichment, as discussed above,  
5 were willful and constitute violations of RCW 49.52.050.

6 11.4 RCW 49.52.070 provides that any employer who violates the provisions of RCW  
7 49.52.050 shall be liable in a civil action for an additional amount of twice the amount of wages  
8 withheld, attorneys’ fees, and costs.

9 11.5 By the actions alleged above, Defendants have violated the provisions of RCW  
10 49.52.050.

11 11.6 As a result of the willful, unlawful acts of Defendants, Plaintiff and the Class have  
12 been deprived of compensation in amounts to be determined at trial, and pursuant to RCW  
13 49.52.070, Plaintiff and the Class are entitled to recovery of twice such damages, including  
14 interest thereon, as well as attorneys’ fees and costs.

## 15 **XII. REQUEST FOR RELIEF**

16 WHEREFORE, Plaintiff, on her own behalf and on behalf of the members of the Class  
17 and Subclass, requests judgment against Defendants as follows:

- 18 A. Certify the proposed Plaintiff Class and Subclass;  
19 B. Declare that Defendants are financially responsible for notifying all Class and  
20 Subclass members of its wage and hour violations;  
21 C. Appoint Plaintiff Thomas as representative of the Class and Subclass;  
22 D. Appoint the undersigned counsel as counsel for the Class and Subclass;  
23 E. Declare that Defendants’ actions complained of herein violate RCW 49.46.090,  
24 RCW 49.46.160, WAC 296-126-092, RCW 49.46.020, and SMC 14.20.020, and constitute  
25 unjust enrichment;  
26

1 F. Enjoin Defendants and their officers, agents, successors, employees,  
2 representatives, and any and all persons acting in concert with Defendants, as provided by law,  
3 from engaging in the unlawful and wrongful conduct set forth herein;

4 G. Award Plaintiff and the Class and Subclass compensatory and exemplary  
5 damages, as allowed by law;

6 H. Award Plaintiff and the Subclass restitution or disgorgement of the amount of  
7 automatic service charges not paid directly to the service employees serving the customers;

8 I. Award Plaintiff and the Class and Subclass attorneys' fees and costs, as allowed  
9 by law;

10 J. Award Plaintiff and the Class and Subclass prejudgment and post-judgment  
11 interest, as provided by law;

12 K. Permit Plaintiff and the Class leave to amend the Complaint to conform to the  
13 evidence presented at trial; and

14 L. Grant such other and further relief as the Court deems necessary, just, and proper.

15 RESPECTFULLY SUBMITTED AND DATED this 11<sup>th</sup> day of December, 2018.

16 FRANK FREED SUBIT & THOMAS LLP

17 By: /s/ Marc C. Cote, WSBA #39824

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26 *Attorneys for Plaintiff and the Proposed Class and  
Subclass*



**KING COUNTY SUPERIOR COURT**  
**CASE ASSIGNMENT AREA DESIGNATION and CASE INFORMATION COVER SHEET**  
**(CICS)**

Pursuant to King County Code 4A.630.060, a faulty document fee of \$15 may be assessed to new case filings missing this sheet.

**CASE NUMBER:** \_\_\_\_\_  
 (Provided by the Clerk)

**CASE CAPTION:** Clare Thomas, individually and on behalf of all others similarly situated v. Tom Douglas' Seattle Kitchen, Inc., Terry Avenue Restaurant, Inc., and Thomas Douglas.

(New case: Print name of person starting case **vs.** name of person or agency you are filing against.)

(When filing into an existing family law case, the case caption remains the same as the original filing.)

Please mark one of the boxes below:

☒ **Seattle Area**, defined as:

All of King County north of Interstate 90 and including all of the Interstate 90 right-of-way; all the cities of Seattle, Mercer Island, Bellevue, Issaquah and North Bend; and all of Vashon and Maury Islands.

☐ **Kent Area**, defined as:

All of King County south of Interstate 90 except those areas included in the Seattle Case Assignment Area.

I certify that this case meets the case assignment criteria, described in King County LCR 82(e).

/s/ Marc C. Cote, WSBA #39824  
 Signature of Attorney      WSBA Number

December 11, 2018  
 Date

Frank Freed Subit & Thomas LLP, 705 Second Avenue, Suite 1200, Seattle, WA 98104  
 Address, City, State, Zip Code of person who is starting case if not represented by attorney

## CASE ASSIGNMENT AREA DESIGNATION and CASE INFORMATION COVER SHEET

### CIVIL

Please check the category that best describes this case.

#### APPEAL/REVIEW

- ☐ Administrative Law Review (ALR 2)\*  
(Petition to the Superior Court for review of rulings made by state administrative agencies.( e.g. DSHS Child Support, Good to Go passes, denial of benefits from Employment Security, DSHS, L & I))
- ☐ DOL Revocation (DOL 2)\*  
(Appeal of a DOL revocation Implied consent-Test refusal ONLY.) RCW 46.20.308(9)
- ☐ Subdivision Election Process Review (SER 2)\*  
(Intent to challenge election process)
- ☐ Voter Election Process Law Review (VEP 2)\*  
(Complaint for violation of voting rights act)
- ☐ Petition to Appeal/Amend Ballot Title (BAT 2)

#### CONTRACT/COMMERCIAL

- ☐ Breach of Contract (COM 2)\*  
(Complaint involving money dispute where a breach of contract is involved.)
- ☐ Commercial Contract (COM 2)\*  
(Complaint involving money dispute where a contract is involved.)
- ☒ Commercial Non-Contract (COL 2)\*  
(Complaint involving money dispute where no contract is involved.)
- ☐ Third Party Collection (COL 2)\*  
(Complaint involving a third party over a money dispute where no contract is involved.)

#### JUDGMENT

- ☐ Abstract, Judgment, Another County (ABJ 2)  
(A certified copy of a judgment docket from another Superior Court within the state.)
- ☐ Confession of Judgment (CFJ 2)\*  
(The entry of a judgment when a defendant admits liability and accepts the amount of agreed-upon damages but does not pay or perform as agreed upon.)
- ☐ Foreign Judgment (from another State or Country) (FJU 2)  
(Any judgment, decree, or order of a court of the United States, or of any state or territory, which is entitled to full faith and credit in this state.)
- ☐ Tax Warrant or Warrant (TAX 2)  
(A notice of assessment by a state agency or self-insured company creating a judgment/lien in the county in which it is filed.)
- ☐ Transcript of Judgment (TRJ 2)  
(A certified copy of a judgment from a court of limited jurisdiction (e.g. District or Municipal court) to a Superior Court.)

#### PROPERTY RIGHTS

- ☐ Condemnation/Eminent Domain (CON 2)\*  
(Complaint involving governmental taking of private property with payment, but not necessarily with consent.)
- ☐ Foreclosure (FOR 2)\*

(Complaint involving termination of ownership rights when a mortgage or tax foreclosure is involved, where ownership is not in question.)

- ☐ Land Use Petition (LUP 2)\*  
(Petition for an expedited judicial review of a land use decision made by a local jurisdiction.) RCW 36.70C.040
- ☐ Property Fairness Act (PFA 2)\*  
(Complaint involving the regulation of private property or restraint of land use by a government entity brought forth by Title 64.)
- ☐ Quiet Title (QTI 2)\*  
(Complaint involving the ownership, use, or disposition of land or real estate other than foreclosure.)
- ☐ Residential Unlawful Detainer (Eviction) (UND 2)  
(Complaint involving the unjustifiable retention of lands or attachments to land, including water and mineral rights.)
- ☐ Non-Residential Unlawful Detainer (Eviction) (UND 2)  
(Commercial property eviction.)

#### **OTHER COMPLAINT/PETITION**

- ☐ Action to Compel/Confirm Private Binding Arbitration (CAA 2)  
(Petition to force or confirm private binding arbitration.)
- ☐ Assurance of Discontinuance (MSC 2)  
(Filed by Attorney General's Office to prevent businesses from engaging in improper or misleading practices.)
- ☐ Birth Certificate Change(PBC 2)  
(Petition to amend birth certificate)
- ☐ Bond Justification (PBJ 2)

(Bail bond company desiring to transact surety bail bonds in King County facilities.)

- ☐ Change of Name (CHN 5)  
(Petition for name change, when domestic violence/anti-harassment issues require confidentiality.)
- ☐ Certificate of Rehabilitation (CRR 2)  
(Petition to restore civil and political rights.)
- ☐ Certificate of Restoration Opportunity (CRP 2)  
(Establishes eligibility requirements for certain professional licenses)
- ☐ Civil Commitment (sexual predator) (PCC 2)  
(Petition to detain an individual involuntarily.)
- ☐ Notice of Deposit of Surplus Funds (DSF 2)  
(Deposit of extra money from a foreclosure after payment of expenses from sale and obligation secured by the deed of trust.)
- ☐ Emancipation of Minor (EOM 2)  
(Petition by a minor for a declaration of emancipation.)
- ☐ Foreign Subpoena (OSS 2)  
(To subpoena a King County resident or entity for an out of state case.)
- ☐ Foreign Protection Order (FPO 2)  
(Registering out of state protection order)
- ☐ Frivolous Claim of Lien (FVL 2)  
(Petition or Motion requesting a determination that a lien against a mechanic or materialman is excessive or unwarranted.)
- ☐ Application for Health & Safety Inspection (HSI 2)
- ☐ Injunction (INJ 2)\*

(Complaint/petition to require a person to do or refrain from doing a particular thing.)

- ☐ Interpleader (IPL 2)  
(Petition for the deposit of disputed earnest money from real estate, insurance proceeds, and/or other transaction(s).)
- ☐ Malicious Harassment (MHA 2)\*  
(Suit involving damages resulting from malicious harassment.) RCW 9a.36.080
- ☐ Non-Judicial Filing (MSC 2)  
(See probate section for TEDRA agreements. To file for the record document(s) unrelated to any other proceeding and where there will be no judicial review.)
- ☐ Other Complaint/Petition (MSC 2)\*  
(Filing a Complaint/Petition for a cause of action not listed)
- ☐ Minor Work Permit (MWP 2)  
(Petition for a child under 14 years of age to be employed)
- ☐ Perpetuation of Testimony (PPT 2)  
(Action filed under CR 27)
- ☐ Petition to Remove Restricted Covenant (MSC 2)  
Declaratory judgment action to strike discriminatory provision of real property contract.
- ☐ Public records Act (PRA 2)\*  
(Action filed under RCW 42.56)
- ☐ Receivership (RCV 2)  
(The process of appointment by a court of a receiver to take custody of the property, business, rents and profits of a party to a lawsuit pending a final decision on disbursement or an agreement.)
- ☐ Relief from Duty to Register (RDR 2)

(Petition seeking to stop the requirement to register.)

- ☐ Restoration of Firearm Rights (RFR 2)  
(Petition seeking restoration of firearms rights under RCW 9.41.040 and 9.41.047.)
- ☐ School District-Required Action Plan (SDR 2)  
(Petition filed requesting court selection of a required action plan proposal relating to school academic performance.)
- ☐ Seizure of Property from the Commission of a Crime-Seattle (SPC 2)\*  
(Seizure of personal property which was employed in aiding, abetting, or commission of a crime, from a defendant after conviction.)
- ☐ Seizure of Property Resulting from a Crime-Seattle (SPR 2)\*  
(Seizure of tangible or intangible property which is the direct or indirect result of a crime, from a defendant following criminal conviction. (e.g., remuneration for, or contract interest in, a depiction or account of a crime.))
- ☐ Structured Settlements- Seattle (TSS 2)  
(A financial or insurance arrangement whereby a claimant agrees to resolve a personal injury tort claim by receiving periodic payments on an agreed schedule rather than as a lump sum.)
- ☐ Vehicle Ownership (PVO 2)\*  
(Petition to request a judgment awarding ownership of a vehicle.)
- TORT, ASBESTOS**
- ☐ Personal Injury (ASP 2)\*  
(Complaint alleging injury resulting from asbestos exposure.)
- ☐ Wrongful Death (ASW 2)\*

(Complaint alleging death resulting from asbestos exposure.)

**TORT, MEDICAL MALPRACTICE**

☐ Hospital (MED 2)\*

(Complaint involving injury or death resulting from a hospital.)

☐ Medical Doctor (MED 2)\*

(Complaint involving injury or death resulting from a medical doctor.)

☐ Other Health care Professional (MED 2)\*

(Complaint involving injury or death resulting from a health care professional other than a medical doctor.)

**TORT, MOTOR VEHICLE**

☐ Death (TMV 2)\*

(Complaint involving death resulting from an incident involving a motor vehicle.)

☐ Non-Death Injuries (TMV 2)\*

(Complaint involving non-death injuries resulting from an incident involving a motor vehicle.)

☐ Property Damages Only (TMV 2)\*

(Complaint involving only property damages resulting from an incident involving a motor vehicle.)

☐ Victims Vehicle Theft (VVT 2)\*

(Complaint filed by a victim of car theft to recover damages.) RCW 9A.56.078

**TORT, NON-MOTOR VEHICLE**

☐ Other Malpractice (MAL 2)\*

(Complaint involving injury resulting from other than professional medical treatment.)

☐ Personal Injury (PIN 2)\*

(Complaint involving physical injury not resulting from professional medical treatment, and where a motor vehicle is not involved.)

☐ Products Liability (TTO 2)\*

(Complaint involving injury resulting from a commercial product.)

☐ Property Damages (PRP 2)\*

(Complaint involving damage to real or personal property excluding motor vehicles.)

☐ Property Damages-Gang (PRG 2)\*

(Complaint to recover damages to property related to gang activity.)

☐ Tort, Other (TTO 2)\*

(Any other petition not specified by other codes.)

☐ Wrongful Death (WDE 2)\*

(Complaint involving death resulting from other than professional medical treatment.)

**WRIT**

☐ Habeas Corpus (WHC 2)

(Petition for a writ to bring a party before the court.)

☐ Mandamus (WRM 2)\*\*

(Petition for writ commanding performance of a particular act or duty.)

☐ Review (WRV 2)\*\*

(Petition for review of the record or decision of a case pending in the lower court; does not include lower court appeals or administrative law reviews.)

\*The filing party will be given an appropriate case schedule at time of filing.

\*\* Case schedule will be issued after hearing and findings.