

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

0300
GEGHÁWŌÁÉÁHGJÁÚT
SŌŌÁUWŲVŸ
ÙWÚŌŪŪÁŌUWŪVÁŌŠŌÜS
ŌÉŠŌŌ
ŌŌÉJŌÁŌGÉŌFI JI FĚ ÁŠPV

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

ALEXANDER HUGHES, STEPHANIE
GEHRING, and MONIQUE SHIELS,

Plaintiffs,

v.

COMMUNITY ANIMAL RESOURCE &
EDUCATION SOCIETY and DEBRA
GEORGE,

Defendants.

No.

**COMPLAINT FOR UNPAID
WAGES**

1. Plaintiffs Alexander Hughes, Stephanie Gehring, and Monique Shiels are adults who performed labor in King County in the employ of Defendants Community Animal Resource & Education Society (d/b/a “Burien C.A.R.E.S.”) and individual Debra George.

2. Defendant Burien C.A.R.E.S. is a Washington nonprofit corporation located in Burien, Washington which inter alia employed Plaintiffs and operates an animal shelter and animal control service.

3. Defendant Debra George is the Executive Director as well as officer, manager, principal and vice agent of Defendant Burien C.A.R.E.S. and, therefore, is also Plaintiffs’ employer for purposes of all of the claims alleged *infra*. In addition, Defendant George had

1 control over the practices complained of herein.

2 4. Plaintiff Alexander Hughes was employed by Defendants as an animal control
3 officer and shelter employee from approximately October 2013 until July 2023.

4 5. As animal control officer, Plaintiff Hughes responded to animal-related
5 complaints and patrolled neighborhoods and parks in the cities of Burien and Des Moines,
6 Washington. His duties additionally included but were not limited to apprehending loose
7 dogs and other animals, investigating nuisance, cruelty/neglect and noise concerns, and
8 removing injured/deceased pets and wildlife from public spaces.

9 6. In addition to his duties as animal control officer, Plaintiff Hughes also
10 performed various duties related to the daily operation of the animal shelter, including but
11 not limited to feeding and basic animal medical care, transporting animals, clerical work such
12 as answering customer inquiries, posting to social media, and records work, and various
13 cleaning duties.

14 7. Plaintiff Stephanie Gehring was first employed by Defendants between
15 January 2019 and 2020, and then again as the front desk coordinator from approximately
16 September 2021 until July 2023.

17 8. As front desk coordinator, Plaintiff Gehring's job duties included but were not
18 limited to answering phones, interfacing with customers, scheduling adoptions/medical
19 surgeries, finalizing adoptions/relinquishing pets, answering emails, and databasing animals.

20 9. In addition to her primary clerical duties at the front desk, Plaintiff Gehring
21 also regularly performed additional duties related to the daily care of animals, including
22 feeding, cleaning, and basic medical care among many other tasks.
23

1 10. Plaintiff Monique Shiels was employed by Defendants as an animal care
2 specialist from approximately June 2013 until November 2022. Her primary duties included
3 but were not limited to animal care for all residents at the shelter, coordinating the foster care
4 program, customer care, adoption counseling, and calculating Defendants' city contract data
5 relating to animal numbers/care and animal care expenses.

6 11. Defendants' animal control and shelter operations were chronically
7 understaffed, and the operation and maintenance of both required Plaintiffs to regularly work
8 more than 40 hours per week, even though Defendant George indicated they would never be
9 paid for overtime hours.

10 12. Plaintiff Hughes was paid a bi-monthly salary that did not fluctuate according
11 to the hours he worked each week.

12 13. Plaintiffs Gehring and Shiels were hourly paid employees.

13 14. Plaintiffs clocked into an electronic timekeeping system at the beginning of
14 each shift and clocked out at the end of each shift.

15 15. Plaintiffs Gehring and Shiels regularly performed work before and/or after
16 their regular schedule and days off that was not recorded (off-the-clock work) and for which
17 they were not paid any wages. Such work included but was not limited to tasks related to
18 animal foster care and adoption issues.

19 16. All three Plaintiffs regularly worked more than 40 hours per week, but they
20 were not paid overtime premium wages.

21 17. Defendants misclassified Plaintiff Hughes as an exempt, salaried employee
22 not subject to the requirement to pay overtime wages. Plaintiff Hughes' position did not meet
23

1 the primary duty requirements for exempt professionals or any other exemption category,
2 thus entitling him to overtime premium wages for all hours over 40 during a workweek, as
3 well as other rights and protections under RCW 49.46. Defendants will be unable to establish
4 any affirmative defense that Plaintiff Hughes was an overtime exempt employee under RCW
5 chapter 49.46.

6 18. Plaintiffs Gehring and Shiels were not paid for more than 80 hours during any
7 two week pay-period, even though they regularly worked more than 80 hours per two week
8 pay period, including both recorded on-the-clock work and off-the-clock work as described
9 above.

10 19. On information and belief, Defendants did not have any written policies
11 regarding payment of overtime or provision of meal and rest breaks to employees.

12 20. Due to their heavy workloads, Plaintiffs were not afforded proper meal and
13 rest breaks as required by Washington law.

14 21. Defendants automatically deducted 45 minutes from Plaintiffs' daily time
15 records for each shift for payroll purposes, regardless of whether Plaintiffs took a full 45-
16 minute lunch break.

17 22. Due to work demands, Plaintiffs were typically unable to take a full 45-minute
18 lunch break during their shifts, and often had to eat while they worked. Their lunch breaks
19 were subject to interruption, and they were in fact often interrupted. Meal breaks subject to
20 interruption must be paid meal breaks.

21 23. Defendants had actual or constructive knowledge of the fact that Plaintiffs
22 were not paid the statutory overtime premium for all overtime hours they worked.
23

1 24. Defendants had actual or constructive knowledge of the fact that Plaintiffs
2 were not fully paid regular wages for all hours worked.

3 25. Defendants had actual or constructive knowledge of the fact that Plaintiffs
4 were not allowed proper meal and rest breaks as required by Washington law.

5 **FIRST CAUSE OF ACTION—VIOLATION OF THE MINIMUM WAGE**
6 **ACT**

7 26. Plaintiffs repeat and re-allege the prior allegations of the Complaint herein as
8 if fully repeated.

9 27. Defendants violated RCW 49.46.020 by failing to pay Plaintiffs for all work
10 performed, including but not limited to improper deductions for meal breaks, work in excess
11 of 80 recorded hours per pay period, and off-the-clock work.

12 28. Defendants violated RCW 49.46.130 by permitting Plaintiffs to work more
13 than 40 hours in a workweek without paying overtime premium pay.

14 29. Defendants' violations of RCW 49.46.020 and .130 were willful and done
15 with the intent to deprive Plaintiffs of their wages in violation of RCW 49.52.050 and .070,
16 thereby allowing Plaintiffs to recover double exemplary damages.

17 **SECOND CAUSE OF ACTION – MEAL AND REST BREAK CLAIMS**

18 30. Plaintiffs repeat and re-allege the prior allegations of the Complaint herein as
19 if fully repeated.

20 31. Defendants' meal and rest break violations give Plaintiffs an implied cause of
21 action under WAC 296-126-092 and RCW 49.12.020.

22 32. Under Washington law, Defendants have an obligation to provide employees
23

1 with meal and rest breaks, to take reasonable efforts to ensure that they take meal and rest
2 breaks to which they are entitled, and to provide employees with additional wages for each
3 missed meal or rest break.

4 33. Defendants can only deduct for meal breaks when they are at least 30 minutes
5 in length, are not subject to interruption due to work exigencies, are in fact uninterrupted, and
6 the employee is free to do with the time as he or she pleases.

7 34. Defendants' meal and rest break violations were willful and intended to
8 deprive Plaintiff of wages, thereby supporting a claim for double exemplary damages under
9 RCW 49.52.050 and RCW 49.52.070.

10 **PRAYER FOR RELIEF**

11 Wherefore, Plaintiffs request that the Court:

12 1. Enter Judgment in favor of Plaintiffs and against Defendants for money
13 damages in an amount to be proven at trial, liquid or exemplary (double) damages,
14 prejudgment and post-judgment interest at legal rates, costs and attorneys' fees pursuant to
15 RCW 49.46.090, RCW 49.52.070, and RCW 49.48.030; and

16 2. Grant such other and further relief as the Court deems just and equitable.

17 DATED: August 10, 2023

17 By: /s/ Beau C. Haynes

18 David N. Mark, WSBA #13908
19 Beau C. Haynes, WSBA #44240
20 Washington Wage Claim Project
21 705 Second Avenue, Suite 1200
22 Seattle, Washington 98104
23 Telephone: (206) 340-1840
E-mail: david@wageclaimproject.org
E-mail: beau@wageclaimproject.org

Attorneys for Plaintiffs