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

JUDITH CLIFTON-SIMMONS, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

MOTEL 6 OPERATING, L.P., a Foreign
Limited Partnership, G6 HOSPITALITY
PROPERTY, LLC, Foreign Limited Liability
Company, IQON HOSPITALITY, LLP, a
Texas Limited Liability Company; AND
DOES 1-10, inclusive,

Defendant.

CLASS ACTION COMPLAINT

Case No.

CLASS ACTION COMPLAINT FOR
UNPAID AND WRONGFULLY
WITHHELD WAGES

1 Plaintiff Judith Clifton-Simmons (“Plaintiff”), by and through her undersigned attorneys
2 and on behalf of herself and all others similarly situated, complains and alleges the following:

3 **I. NATURE OF ACTION**

4 1. This is a class action pursuant to Wash. Super. Ct. Civ. R. 23 against Defendants
5 Motel 6 Operating, L.P. (“Motel 6”), G6 Hospitality Property, LLC (“G6”), iQon Hospitality, LLP
6 (“iQon”) and their subsidiaries and affiliated companies, and DOES 1-10, inclusive, who are
7 employers or co-employers of Plaintiff (“Doe Defendants”) (together “Defendants”), for engaging
8 in a systematic scheme of wage and hour violations against their current and former hourly-paid,
9 non-exempt employees working in this State.

10 2. As fully explained *infra*, during the Class Period, Defendants failed to provide
11 Plaintiff and their other hourly-paid, non-exempt hotel employees with statutory ten-minute rest
12 periods and 30-minute meal periods, and failed to compensate them for missed meal and rest
13 periods in violation of the Washington Industrial Welfare Act (“IWA”) and regulations
14 promulgated by Washington State.

15 3. Accordingly, Plaintiff seeks relief on a class-wide basis for a Class of aggrieved
16 hotel employees for missed and unpaid meal and rest periods. Plaintiff seeks double damages on
17 behalf of the Class for Defendants’ past and ongoing violations during the Class Period. Plaintiff
18 also seeks relief on behalf of the Class for statutory interest, attorneys’ fees and costs.

19 **II. THE PARTIES**

20 4. Plaintiff at all relevant times was a resident of Washington. Plaintiff was employed
21 by Defendants in 2020 and 2021 as a front desk representative and night auditor. Throughout her
22 employment, during and within the proposed class period, Plaintiff typically worked five days per
23 week, and often worked eight to ten-hour shifts. Plaintiff worked at Defendants’ Motel 6 hotel
24 located at 1885 15th Place NW, Issaquah, WA 98027 and also at Defendant’s Motel 6 hotel located
25 at 20651 Military Road South, SeaTac, WA 98188.

26 5. At all relevant times, Plaintiff was compensated by Defendants with hourly pay.
27 Throughout Plaintiff’s employment, Defendants regularly did not schedule and/or permit Plaintiff
28 to take statutory meal or rest periods. Moreover, Defendants’ hotels were understaffed, and

1 Plaintiff was busy completing work tasks throughout her shifts and/or she was the only employee
2 working the front desk and was therefore not able to take compliant meal and rest breaks since she
3 was the only employee there to assist Defendants' customers. The nature of Plaintiff's work was,
4 thus, that she could not take her statutory meal and/or rest periods, and Defendants had no policy
5 or practice of scheduling Plaintiff's meal and/or rest periods, recording Plaintiff's missed meal
6 and/or rest periods, or compensating Plaintiff for missed meal and/or rest periods. Therefore,
7 Defendants have failed to provide Plaintiff with statutory meal and rest periods and failed to
8 compensate Plaintiff for missed meal and rest periods. Plaintiff's experience in not being able to
9 clock out for, and take, meal and rest breaks was similar to the experience of Defendants' other
10 hourly-paid employees at the two Motel 6 locations in Washington where Plaintiff worked.

11 6. During the proposed Class Period, Defendants employed Plaintiff and the Class.
12 Defendant Motel 6 is a Foreign Limited Partnership with its headquarters in Carrollton, Texas, and
13 Defendant Motel 6 owns, operates, develops, and/or manages hotels in the State of Washington.
14 Defendant G6 is a Foreign Limited Liability Company with its headquarters in Carrollton, Texas,
15 and Defendant G6 owns, operates, develops, and/or manages hotels in the State of Washington.
16 Defendant iQon is a Texas Limited Liability Company with its headquarters in Dallas, Texas, and
17 Defendant iQon owns, operates, develops, and/or manages hotels in the State of Washington
18 Specifically, Defendants operate the Motel 6 location(s) in Issaquah, Washington and/or SeaTac,
19 Washington as well as several other Motel 6 locations in Washington State. On information and
20 belief, all of Defendants' hourly-paid, non-exempt hotel employees in Washington are
21 compensated on the same uniform hourly compensation system.

22 7. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
23 associate, or otherwise, of Doe Defendants sued herein as DOES 1 through 10, inclusive, and,
24 therefore, sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to
25 allege their true names and capacities when ascertained. Plaintiff is informed and believes and
26 thereon alleges that each of these fictitiously named Doe Defendants is responsible in some manner
27 for the occurrences herein alleged, in that they were employers or co-employers of Plaintiff and
28 the putative Class, and that Plaintiff's damages, as herein alleged, were proximately caused by

1 such Doe Defendants.

2 **III. JURISDICTION & VENUE**

3 8. This Court has jurisdiction over this action to recover money damages pursuant to
4 RCW 2.08.010.

5 9. This Court has jurisdiction over Plaintiff's and Class Members' claims under RCW
6 49.12.

7 10. This Court has jurisdiction over Plaintiff's and Class Members' claims under RCW
8 49.52.

9 11. Venue is proper in King County, pursuant to RCW 4.12.025(1)(c), (3)(b), because
10 it is where Plaintiff's causes of action arose and where Defendants transacted business. Plaintiff
11 was employed by Defendants at the SeaTac Motel 6 hotel location in King County during the Class
12 Period, and venue is, therefore, proper in King County at Kent.

13 **IV. FACTUAL ALLEGATIONS**

14 12. Defendants are employers of numerous hourly-paid, non-exempt employees at their
15 Washington hotel locations. On information and belief, during the Class Period, Defendants
16 employed several hundred current and former hourly-paid, non-exempt hotel employees in
17 Washington State.

18 13. Facts Regarding Defendants' Failure to Provide Meal Periods and Rest Periods and
19 Failure to Compensate for Missed Meal and Rest Periods: Under WAC 296-126-092(1),
20 "[e]mployees shall be allowed a meal period of at least thirty minutes which commences no less
21 than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on
22 the employer's time when the employee is required by the employer to remain on duty on the
23 premises or at a prescribed work site in the interest of the employer." Under WAC 296-126-092(4),
24 "[e]mployees shall be allowed a rest period of not less than ten minutes, on the employer's time,
25 for each four hours of working time. Rest periods shall be scheduled as near as possible to the
26 midpoint of the work period. No employee shall be required to work more than three hours without
27 a rest period."

28 14. Defendants failed to provide Plaintiff and Class Members with statutory meal and

1 rest periods. Defendants did not and do not provide their hourly-paid, non-exempt hotel employees
2 with statutory ten-minute rest periods for every four hours of work, or 30-minute meal periods
3 between the second and fifth hours of their shifts. The time-pressure nature of Plaintiff and Class
4 Members' work—due to the fact that Defendants' hotels are understaffed and busy—was such that
5 they could not regularly take statutory meal periods or rest periods. In addition, Defendants had
6 no policy or practice to schedule meal or rest periods, to allow Plaintiff and Class Members to
7 record their missed meal and rest periods, and/or to be compensated for missed meal and rest
8 periods. Thus, Defendants failed to provide compliant meal and rest periods and failed to
9 compensate Plaintiff and Class Members for missed meal and rest periods throughout the Class
10 Period. Therefore, Defendants are liable to Plaintiff and the Class Members for compensation for
11 time spent working during their statutory meal and rest periods.

12 15. Defendants were on notice, or should have been on notice, of their violations of
13 Washington wage and hour laws. Thus, Defendants' violations as alleged above are willful with
14 the intent to deprive Plaintiff and Members of the Class of wages owed for missed meal and rest
15 periods.

16 V. CLASS ACTION ALLEGATIONS

17 16. Plaintiff brings this case as a class action pursuant to CR 23 of the Washington
18 Superior Court Civil Rules on behalf of the following Class ("Class"):

19 **All hourly-paid, non-exempt individuals who worked for**
20 **Defendants in Washington State, and/or at a hotel operated by**
21 **Defendants in Washington State, at any time from three years**
22 **prior to the filing of the Complaint through the date of**
23 **certification of the class by the Court (the Class Period).¹**

24 17. Plaintiff reserves the right to amend or modify the class description with greater
25 specificity, by division into further subclasses, or by limitation to particular issues.

26 18. On information and belief, there are several hundred current and former hourly-

27
28 ¹ Plaintiff reserves the right to modify the class definition at a later date to conform to new facts learned, including the properly named entity Defendant(s).

1 paid, non-exempt employees in the Class. Given Defendants' systemic failure to comply with
2 Washington law regarding the payment of missed meal and rest periods, the members of the Class
3 are so numerous that joinder of all members is impractical.

4 19. Plaintiff's claims are typical of the claims of the members of the Class because
5 Plaintiff was employed to work for Defendants in Washington as an hourly-paid, non-exempt front
6 desk representative and night auditor, and she sustained damages arising out of Defendants' failure
7 during the Class Period to compensate hotel workers for missed meal and rest periods.

8 20. Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff has
9 no conflict of interest with any member of the Class. Plaintiff has retained competent and
10 experienced counsel in complex class action litigation. Plaintiff's counsel has the expertise and
11 financial resources to adequately represent the interests of the Class.

12 21. Common questions of law and fact exist as to all members of the Class and
13 predominate over any questions solely affecting individual members of the Class. Among the
14 questions of law and fact common to Plaintiff and the Class are the following:

15 a. Whether Defendants violated WAC 296-126-092 by failing to provide statutory
16 meal and rest periods, and failing to compensate Plaintiff and Class Members for missed meal and
17 rest periods;

18 b. Whether Defendants maintained an adequate system for ensuring that Plaintiff and
19 the Class Members could take meal and rest periods and record missed meal and rest periods;

20 c. Whether Defendants' violations of Washington wage and hour laws were willful
21 with intent to deprive, and whether Defendants are liable for double damages pursuant to RCW
22 49.52.050, 070; and

23 d. The nature and extent of class-wide damages and the measure of damages for the
24 Class.

25 22. Class action treatment is superior to any alternative to ensure the fair and efficient
26 adjudication of the controversy alleged herein. Such treatment will permit a large number of
27 similarly situated persons to prosecute their common claims in a single forum simultaneously,
28 efficiently, and without duplication of effort and expense that numerous individuals would entail.

1 No difficulties are likely to be encountered in the management of this class action that would
2 preclude its maintenance as a class action, and no superior alternative exists for the fair and
3 efficient adjudication of this controversy. The Class Members are readily identifiable from
4 Defendant's employee rosters and/or payroll records.

5 23. Defendants' actions are generally applicable to each member of the Class.
6 Prosecution of separate actions by individual members of the Class creates the risk of inconsistent
7 or varying adjudications of the issues presented herein, which, in turn, would establish
8 incompatible standards of conduct for Defendants.

9 24. Because joinder of all members is impractical, a class action is superior to other
10 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
11 amounts at stake for many members of the Class, while substantial, may not be sufficient to enable
12 them to maintain separate suits against Defendants.

13 **FIRST CAUSE OF ACTION**

14 **Implied Cause of Action Pursuant to RCW 49.12** 15 **Failure to Compensate for Missed Meal and Rest Periods** 16 **In Violation of WAC 296-126-092**

17 25. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
18 in the preceding paragraphs.

19 26. Under the Supreme Court of Washington's decision in *Wingert v. Yellow Freight*
20 *Systems, Inc.*, 146 Wash.2d 841 (2002), the statutory provisions set forth in RCW 49.12 entitle
21 aggrieved employees to an implied cause of action for all unpaid wages against an employer,
22 including wages owed to employees pursuant to properly promulgated regulations. *Id.* at 847-51.

23 27. WAC 296-126-092(1) provides that:

24 Employees shall be allowed a meal period of at least 30 minutes which
25 commences no less than two hours nor more than five hours from the
26 beginning of the shift. Meal periods shall be on the employer's time when
27 the employee is required by the employer to remain on duty on the premises
28 or at a prescribed work site in the interest of the employer. [...]

29 28. WAC 296-126-092(4) provides that:

Employees shall be allowed a rest period of not less than 10 minutes, ***on the employer's time***, for each 4 hours of working time. Rest periods shall be

1 scheduled as near as possible to the midpoint of the work period. No
2 employee shall be required to work more than three hours without a rest
period. [...]

3 (emphasis added)

4 29. The words “on the employer’s time” mean that the employer must compensate
5 employees for their time spent taking rest periods authorized under these regulations. *Wingert*, 146
6 Wash.2d at 847-51.

7 30. Washington law requires employers to compensate employees for missed meal
8 periods. *Pellino v. Brink’s Inc.*, 164 Wash.App. 668, 690-93 (2011).

9 31. Washington law requires employers to compensate employees for missed rest
10 periods. *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 415 P.3d 224, 230-31 (Wash. 2018).

11 32. As stated, *supra*, Defendants failed to regularly provide Plaintiff and Class
12 Members with timely, duty-free, and uninterrupted meal periods and rest periods. Defendants did
13 not regularly provide Plaintiff and Class Members with statutory ten-minute rest periods for every
14 four hours of work and failed to provide 30-minute meal periods no later than the fifth hour of
15 their shifts. Defendants’ time-records will confirm that Plaintiff and the Class members routinely
16 did not take, or log out for, their statutory meal breaks. The time pressured nature of Plaintiff’s
17 and the Class Members’ work was such that they could not regularly take statutory meal periods
18 and rest periods, and they worked for Defendants through their meal periods and rest periods.
19 Furthermore, Defendants had no policy or practice to schedule meal periods or rest periods, for
20 Plaintiff and Class Members to record missed meal periods or rest periods, and/or to compensate
21 them for missed meal periods or rest periods, all of which are certifiable issues

22 33. As a direct and proximate result of Defendants’ violations and their willful intent
23 to deprive Plaintiff and Class Members of wages for missed meal periods and rest periods,
24 Defendants deprived Plaintiff and the Class Members of compensation in the amounts to be
25 determined at trial, plus interest, attorneys’ fees, and costs.

26 ///

27 ///

28 ///

SECOND CAUSE OF ACTION
Double Damages for Willful and Intentional Withholding of Wages
Pursuant to RCW 49.52.050,070
Flowing from the First Cause of Action

34. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

35. In *Wingert*, the Supreme Court explicitly stated that employees are entitled to a claim under RCW 49.52.050, 070 for double damages where the employer willfully, and with intent to deprive, withheld wages owed pursuant to regulations. *Wingert v. Yellow Freight Systems, Inc.*, 146 Wash.2d 841, 847-51 (2002).

36. By failing to compensate Plaintiff and the Class for missed meal periods and rest periods, Defendants acted willfully with the intent to deprive Plaintiff and the Class of compensation to which they were entitled.

37. As a direct and proximate result of Defendants' violations and their willful intent to deprive Plaintiff and the members of the Class of wages owed, Plaintiff and the members of the Class are entitled to judgment for twice the amount of wages owed.

VI. PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf of herself and the Members of the Class, prays for judgment against Defendants as follows:

A. An Order that this action may proceed and be maintained as a class action, and certifying the Class as defined above for the Class Period defined above;

B. A declaratory judgement that Defendants willfully violated WAC 296-126-092 by failing to provide Plaintiff and Class Members with statutory meal periods and rest periods, and for failing to compensate Plaintiff and Class Members for missed meal periods and rest periods;

C. An award to Plaintiff and Class Members in the amount of their missed and unpaid meal periods and rest periods;

D. Exemplary damages in amounts equal to double the wages due to Plaintiff and Members of the Class pursuant to RCW 49.52.050, .070 for any time during the Class Period;

E. Attorneys' fees and costs, as allowed by law, including RCW 49.46.090(1) and 49.48.030, and 49.52.070;

- 1 F. Prejudgment interest; and
2 G. All other relief this Court deems proper.

3
4 Dated this 23rd day of March, 2023.

Respectfully submitted,

5 ACKERMANN & TILAJEF, P.C.

6
7 By:



Craig J. Ackermann, WSBA #53330

Brian Denlinger, WSBA #53177

Avi Kreitenberg, WSBA #53294

ACKERMANN & TILAJEF, P.C.

2602 North Proctor Street, Suite 205

Tacoma, Washington 98406

Telephone: (253) 625-7720

Facsimile: (310) 277-0635

cja@ackermanntilajef.com

bd@ackermanntilajef.com

ak@ackermanntilajef.com

ClassAction.org

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