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SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

RENEE HORTON, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

v.

VOCOVISION, LLC, a Delaware Limited
Liability Company,

Defendant.

CLASS ACTION

NO.

COMPLAINT FOR DAMAGES

Plaintiff Renee Horton (“Ms. Horton” or “Plaintiff” or “Representative Plaintiff”), on
behalf of herself individually and others similarly situated, alleges as follows for her Complaint:

I. INTRODUCTION

1.1 Plaintiff brings this class action complaint against Defendant VOCOVISION,
LLC (“VocoVision”) to redress VocoVision’s policies and practices of including void and
unenforceable noncompetition covenants in its contracts with Washington educators. Through
policies and practices common to the putative class, VocoVision’s contracts illegally limit the
workforce competition of its independent contractors. Plaintiff brings this action individually
and on behalf of all similarly situated independent contractors to redress and remedy
VocoVision’s violations of Washington law and to recover damages, penalties, and attorneys’
fees and costs.

1 **II. PARTIES**

2 2.1 Defendant VocoVision LLC is a Delaware limited liability company
3 headquartered in Peachtree Corners, Gwinnet County, Georgia.

4 2.2 Plaintiff Renee Horton is an individual residing in King County, Washington.
5 She contracted with VocoVision in Seattle, Washington as an independent contractor working
6 as a tele-special education teacher placed with Federal Way Public Schools. Ms. Horton is an
7 independent contractor earning less than \$250,000 per year contracting with VocoVision in
8 Washington within three years of the date of this Complaint.

9 **III. JURISDICTION AND VENUE**

10 3.1 The Superior Court of Washington has jurisdiction pursuant to RCW 2.08.010.
11 VocoVision contracts with putative class members statewide, including in King County,
12 Washington, and the unlawful acts alleged herein have a direct effect on individuals who work
13 and live in Washington.

14 3.2 Venue is proper in King County pursuant to RCW 4.12.025.

15 **IV. FACTS**

16 4.1 VocoVision, LLC is a national staffing agency that contracts with school districts
17 to recruit and staff positions in public and charter schools such as speech and language
18 pathologists, school psychologists, and special education teachers.

19 4.2 VocoVision recruits highly skilled independent contractors who possess the
20 requisite state certifications to fill positions in Washington State.

21 4.3 Upon information and belief, all contracts between VocoVision and independent
22 contractors, including Representative Plaintiff, have a form noncompetition covenant.

23 4.4 VocoVision's noncompetition covenant bars an independent contractor from
24 accepting work from a contracting school district during the period stated in the contract and for
25

1 one year after the final date of the contract.

2 4.5 Washington law renders noncompetition covenants void and unenforceable in
3 contracts with independent contractors who earn \$250,000 or less per year.

4 4.6 VocoVision's uniform policy and practice, in effect, is to illegally limit the
5 competition for its independent contractors, including Representative Plaintiff.

6 4.7 VocoVision's policy leads to highly skilled, qualified, and sought-after teachers
7 and staff, including Representative Plaintiff, working for depressed wages and further limits the
8 pool of qualified staff for Washington's schools.

9 **V. CLASS ALLEGATIONS**

10 5.1 Plaintiff brings this action on her own behalf, as well as on behalf of all other
11 similarly situated employees.

12 5.2 Plaintiff's proposed class is defined as follows:

13 All Washington-based independent contractors for VocoVision
14 LLC at any time within the period beginning three years prior to
15 the date of this Class complaint to the date of certification of the
16 class, who earned \$250,000 or less annually from VocoVision
17 LLC, and whose contract with VocoVision contained a
18 noncompete covenant.

17 5.3 All of the members of the class are collectively referred to as "Class Members."
18 As used in this Complaint, the "relevant time period" is from three years prior to the filing of
19 this Complaint until certification of the class in this lawsuit.

20 5.4 As enumerated above, VocoVision engaged in common acts, practices and
21 policies that violated the Representative Plaintiff's and Class Members' rights under
22 Washington state noncompete covenant law. Accordingly, Representative Plaintiff seeks
23 certification of the proposed class under CR 23.

1 5.5 Plaintiff's claims meet the requirements for certification. There is a well-defined
2 community of interest in the litigation and the Class Members are readily ascertainable.

3 a. Numerosity: The Class is so numerous that joinder of all Class Members is
4 neither feasible nor practical. The membership of the class is unknown to Plaintiff at this
5 time. However, based on Plaintiff's investigation, and on information and belief, the
6 number of class members is reasonably estimated to be several hundred individuals. The
7 identity of Class Members is readily ascertainable from VocoVision's business records.

8 b. Typicality: Representative Plaintiff's claims are typical of those of the other
9 Class Members because:

10 i. Plaintiff is a member of the class. Renee Horton is an independent contractor
11 who contracted with VocoVision in the last three years, she earned less than
12 \$250,000 from her work with VocoVision, and her contract with VocoVision
13 included a noncompete covenant.

14 ii. Plaintiff's claims stem from the same practices or course of conduct that
15 forms the basis of the class claims.

16 iii. All of the Class Members' claims are based on the same facts and legal
17 theories.

18 iv. There is no antagonism between Representative Plaintiff's interests and the
19 Class Members, because their claims are for damages provided to each
20 individual employee by statute.

21 v. The injuries that Representative Plaintiff suffered are similar to the injuries
22 that the Class Members suffered and continue to suffer, and they are
23 relatively small compared to the expenses and burden of individual
24 prosecutions of this litigation.
25

1 c. Adequacy: Representative Plaintiff will fairly and adequately protect the interests
2 of the Class because:

- 3 i. There is no conflict between Representative Plaintiff's claims and those of
4 the other Class Members.
- 5 ii. Representative Plaintiff acknowledges that she has an obligation to make
6 known to the Court any relationship, conflicts, or differences with any Class
7 Member.
- 8 iii. Representative Plaintiff agrees to actively participate in the case and protect
9 the interests of the putative Class Members.
- 10 iv. Representative Plaintiff has retained counsel experienced in handling
11 employment and consumer protection class actions who have already devoted
12 substantial time and resources to investigating the Class Members' claims
13 and who will vigorously prosecute this litigation.
- 14 v. Representative Plaintiff's claims are typical of the claims of Class Members
15 in that her claims stem from the same practice and course of conduct that
16 forms the basis of the class claims.

17 d. Superiority: Class action adjudication is superior to other methods of
18 adjudication for at least the following reasons:

- 19 i. The common questions of law and fact described below predominate over
20 questions affecting only individual members, and the questions affecting
21 individuals primarily involve calculations of individual damages.
- 22 ii. The prosecution of separate actions by the Class Members could either result
23 in inconsistent adjudications establishing incompatible pay practices or, as a
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- 25

1 practical matter, dispose of the legal claims of Class Members who are not
2 parties to such separate adjudications.

3 iii. Individual Class Members would have little interest in controlling the
4 litigation due to the relatively small size of most claims, and because
5 Representative Plaintiff and his attorneys will vigorously pursue the claims
6 on behalf of the Class Members.

7 iv. A class action will be an efficient method of adjudicating the claims of the
8 Class Member employees.

9 e. Public Policy Considerations: Businesses contracting in Washington regularly
10 violate state noncompete covenant laws. The value of individual claims is often small as
11 compared with the relative cost of litigation. Current contractors are often afraid to assert
12 their rights out of fear of retaliation. Class actions provide putative Class Members who
13 are not named in the Complaint with a type of anonymity that allows for the vindication
14 of their rights while at the same time protection of their privacy.

15 f. Predominance: There are questions of law and fact common to the Class
16 Members, which predominate over any issues involving only individual class members,
17 including but not limited to:

- 18
- 19 i. Whether VocoVision has a policy of including noncompete covenants in its
20 contracts with independent contractors;
 - 21 ii. Whether such noncompetition clauses are void and unenforceable against
22 said independent contractors.
 - 23 iii. VocoVision violated Washington law prohibiting the use of noncompete
24 covenants.
- 25

1 **VI. FIRST CAUSE OF ACTION – VIOLATION OF WASHINGTON**
2 **LAW PROHIBITING UNLAWFUL NONCOMPEITION COVENANTS**
3 **(On behalf of Representative Plaintiff and on behalf of the Class)**

4 6.1 Representative Plaintiff realleges paragraphs 1.1 through 5.5 of the Complaint
5 and hereby incorporates the same by reference.

6 6.2 VocoVision’s practice of including void and unenforceable noncompete
7 covenants in its contracts with independent contractors who earn less than \$250,000 per year
8 violates Washington noncompete covenant laws, including RCW 49.62.030.

9 6.3 Pursuant to RCW 49.62.080, Class members are entitled to the greater of thier
10 actual damages or a statutory penalty of \$5,000 plus reasonable attorneys' fees, expenses, and
11 costs incurred in the proceeding.

12 **VII. PRAYER FOR RELIEF**

13 **WHEREFORE,** Representative Plaintiff prays for relief as follows:

- 14 A. That this action be certified as a Class Action;
- 15 B. That Renee Horton be appointed as representative of the Class Members;
- 16 C. That the undersigned counsel for Representative Plaintiff be appointed as
17 Class Counsel;
- 18 D. Damages or statutory penalties as pursuant to RCW 49.62.080;
- 19 E. Reasonable attorneys’ fees and costs pursuant to RCW 49.62.080; and
- 20 F. Whatever further and additional relief the court shall deem just and
21 equitable.

1 Respectfully submitted this 8th day of March, 2023.

2
3 /s/ Joseph W. Wright

4 Jason A. Rittreiser, WSBA No. 43628

5 Donald W. Heyrich, WSBA No. 23091

6 Rachel M. Emens, WSBA No. 49047

7 Henry Brudney, WSBA No. 52602

8 Joseph W. Wright, WSBA No. 55956

9 **HKM EMPLOYMENT ATTORNEYS LLP**

10 600 Stewart Street, Suite 901

11 Seattle, WA 98101

12 Phone: (206) 838-2504

13 Fax: (206) 260-3055

14 Email: jrittreiser@hkm.com

15 dheyrich@hkm.com

16 remens@hkm.com

17 hbrudney@hkm.com

18 jwright@hkm.com

19 /s/ Peter D. Stutheit

20 Peter D. Stutheit, WSBA No. 32090

21 **STUTHEIT KALIN LLC**

22 208 SW 1st Ave, Suite 260

23 Portland, OR 97204

24 Phone: (503) 493-7488

25 Email: peter@stutheitkalin.com

Attorneys for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Staffing Agency VocoVision's Noncompete Agreements Violate Washington State Law, Class Action Says](#)
