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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 IN AND FOR THE COUNTY OF KING

9 MEGHAN MCCLENDON, individually and
10 on behalf of all others similarly situated,

11 Plaintiff,

12 v.

13 MESK INVESTMENT LAKEWOOD, INC.,
14 a Washington profit corporation doing
15 business as IHOP #662; MESK
16 INVESTMENT 3708 LLC, a Washington
17 limited liability company doing business as
18 IHOP 3708; MESK INVESTMENT NW,
19 LLC, a Washington limited liability company
20 doing business as IHOP #1732 and IHOP
21 #1759; MESK INVESTMENT #2047, LLC, a
22 Washington limited liability company doing
23 business as IHOP #2047; MESK
24 INVESTMENT 2129, LLC, a Washington
25 limited liability company doing business as
26 IHOP 2129; MESK INVESTMENT 3440,
27 LLC, a Washington limited liability company
doing business as IHOP 3440; MESK
INVESTMENT 3634 LLC, a Washington
limited liability company doing business as
IHOP 3634; MESK INVESTMENT 3639,
LLC, a Washington limited liability company
doing business as IHOP 3639; MESK
INVESTMENT 3835 LLC, a Washington
limited liability company doing business as
IHOP 3835; MESK INVESTMENT 628,
LLC, a Washington limited liability company
doing business as IHOP 628; MESK

No. 23-2-22579-1 KNT

CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF, AND
DECLARATORY RELIEF

INVESTMENT 3430, LLC, a Washington limited liability company; MESK INVESTMENT 664 LLC, a Washington limited liability company; MESK INVESTMENT 3851 LLC, a Washington limited liability company; MESK INVESTMENT 3853 LLC, a Washington limited liability company doing business as IHOP 3835; MESK INVESTMENT1 LLC, a Washington limited liability company; and DOES 1-20,

Defendants.

Plaintiff Meghan McClendon, on behalf of herself and all others similarly situated (the “Class”), by and through counsel, brings this Class Action Complaint against the above-captioned Defendants (collectively, “Defendants”) and alleges, upon personal knowledge as to Plaintiff’s own actions and Plaintiff’s counsel’s investigations, and upon information and belief as to all other matters, as follows:

I. NATURE OF THE CASE

1. Effective January 1, 2023, employers must disclose, in each posting for each job opening, the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant. RCW 49.58.110(1).

2. The Washington Legislature finds that “despite existing equal pay laws, there continues to be a gap in wages and advancement opportunities among workers in Washington.” RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(b).

3. “Some folks do not have the networks or ability to negotiate salaries. Salaries vary wildly in companies within the same industry and applicants do not have the ability to know what the value of the position is.” H.B. Rep. ESSB 5761, at 2 (Wash. 2022). The Equal Pay and Opportunities Act (“EPOA”) “allows a discussion at the start of the process instead of after an offer has been made, which will increase the ability to negotiate pay.” *Id.* Additionally, “[m]any candidates spend hours going through rounds of interviews only to find out they can’t live on the

1 offered pay.” S.B. Rep. ESSB 5761, at 3 (Wash. 2022). The EPOA makes Washington “more
2 competitive” for job seekers. *Id.*

3 4. This is a class action on behalf of individuals who applied to job openings with the
4 Defendants where the job postings did not include the wage scale or salary range to be offered in
5 direct violation of RCW 49.58.110.

6 II. JURISDICTION AND VENUE

7 5. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.

8 6. Venue is proper in this Court pursuant to RCW 4.12.025 because the acts and
9 omissions alleged took place, in whole or in part, in King County, Washington, and Defendants
10 reside and transact business in King County, Washington.

11 7. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C.
12 § 1332(d)(4)(A), because: (a) all members of the Class are applicants of Washington employers,
13 or were applicants of Washington employers, at all times relevant to their interactions with
14 Defendants; (b) each Defendant is registered to conduct business, and regularly transacts business,
15 within Washington; (c) each Defendant is a citizen of Washington; (d) the alleged conduct of
16 Defendants occurred within Washington; (e) the injuries to Plaintiff and the Class occurred within
17 Washington; and (f) during the three-year period preceding the filing of this action, no other class
18 action has been filed asserting the same or similar factual allegations against Defendants on behalf
19 of the same persons. Alternatively, federal jurisdiction is inappropriate under the Class Action
20 Fairness Act because: (a) pursuant to 28 U.S.C. § 1332(d)(4)(B), more than two-thirds of the Class
21 reside in Washington; and (b) pursuant to 28 U.S.C. § 1332(2), the amount in controversy does
22 not exceed the sum or value of \$5,000,000, exclusive of interest and costs.

23 III. PARTIES

24 8. Plaintiff Meghan McClendon resides in Pierce County, Washington and applied to
25 work at many of Defendants’ IHOP restaurants, including Defendants’ IHOP restaurant located at
26 24060 104th Avenue Southeast, Kent, King County, Washington 98030.

1 9. Defendant Mesk Investment Lakewood, Inc. is a Washington profit corporation
2 that regularly transacts business in Washington state.

3 10. Defendant Mesk Investment 3708 LLC is a Washington limited liability company
4 that regularly transacts business in King County, Washington, including at 24060 104th Avenue
5 Southeast, Kent, King County, Washington 98030.

6 11. Defendant Mesk Investment NW, LLC is a Washington limited liability company
7 that regularly transacts business in Washington state.

8 12. Defendant Mesk Investment #2047, LLC is a Washington limited liability that
9 regularly transacts business in Washington state.

10 13. Defendant Mesk Investment 2129, LLC is a Washington limited liability company
11 that regularly transacts business in Washington state.

12 14. Defendant Mesk Investment 3440, LLC is a Washington limited liability company
13 that regularly transacts business in Washington state.

14 15. Defendant Mesk Investment 3634 LLC is a Washington limited liability company
15 that regularly transacts business in Washington state.

16 16. Defendant Mesk Investment 3639, LLC is a Washington limited liability company
17 that regularly transacts business in Washington state.

18 17. Defendant Mesk Investment 3835 LLC is a Washington limited liability company
19 that regularly transacts business in Washington state.

20 18. Defendant Mesk Investment 628, LLC is a Washington limited liability company
21 that regularly transacts business in Washington state.

22 19. Defendant Mesk Investment 3430, LLC is a Washington limited liability company
23 that regularly transacts business in Washington state.

24 20. Defendant Mesk Investment 664 LLC is a Washington limited liability company
25 that regularly transacts business in King County, Washington, including at 1433 Sammamish
26 Road, Issaquah, King County, Washington 98027.

21. Defendant Mesk Investment 3851 LLC is a Washington limited liability company that regularly transacts business in Washington state.

22. Defendant Mesk Investment 3853 LLC is a Washington limited liability company that regularly transacts business in Washington state.

23. Defendant Mesk Investment1 LLC is a Washington limited liability company that regularly transacts business in Washington state.

24. Plaintiff is currently unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1-20, inclusive, and therefore sues such defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of the fictitiously named defendants when their true names and capacities have been ascertained. Plaintiff is informed and believes, and thereon alleges, each of the fictitiously named defendants is legally responsible in some manner for the events and occurrences alleged herein, and for the damages suffered by Plaintiff and the Class.

25. Each of the above-listed Defendants is doing business as Mesk Investment and IHOP aka International House of Pancakes.

IV. FACTS APPLICABLE TO THE CLASS AND ALL CAUSES OF ACTION

26. Effective January 1, 2023, all Washington employers are required to disclose, in each posting for each job opening, the wage scale or salary range and a general description of all of the benefits and other compensation to be offered to the hired applicant. RCW 49.58.110.

27. For the purposes of RCW 49.58.110, “posting” means any solicitation intended to recruit job applicants for a specific available position, including recruitment done directly by an employer or indirectly through a third party, and includes any postings done electronically, or with a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).

28. Each Defendant employs more than 15 individuals.

1 29. From January 1, 2023 to the present, Plaintiff and more than 40 Class members
2 applied to job openings with Defendants for positions located in Washington state where the
3 postings did not disclose the wage scale or salary range to be offered.

4 30. On or about November 3, 2023, Plaintiff applied for a job opening in King County,
5 Washington with Defendants. The posting for the job opening did not disclose the wage scale or
6 salary range to be offered. A true and correct copy of Defendants' job posting is attached hereto
7 as Exhibit 1.

8 31. Plaintiff and the Class members lost valuable time applying for jobs with
9 Defendants for which the wage scale or salary range to be offered was not disclosed to them.

10 32. As a result of Plaintiff's and Class members' inability to evaluate the pay for the
11 position, negotiate that pay, and compare that pay to other available positions in the marketplace,
12 Plaintiff and the Class members were harmed.

13 33. As a result of Defendants' actions and omissions, Plaintiff and the Class have been
14 damaged in amounts to be proven at trial.

15 **V. CLASS ACTION ALLEGATIONS**

16 34. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a
17 class action against Defendants on behalf of the Class defined as follows (the "Class"):

18 All individuals who, from January 1, 2023 through the date notice
19 is provided to the Class, applied for a job opening in the State of
20 Washington with one or more of the Defendants, where the job
posting did not disclose the wage scale or salary range for the
position.

21 35. Excluded from the Class are the Defendants and Defendants' officers, directors,
22 and independent contractors, and any judge to whom this case is assigned, as well as his or her
23 staff and immediate family.

24 36. Numerosity. There are potentially hundreds of individuals who applied for jobs
25 with Defendants within the time period relevant to this matter. Joinder of all such individuals is
26 impracticable. Further, the disposition of all claims of the Class in a single action will provide
27 substantial benefits and efficiency to all parties and to the Court.

1 37. Commonality. Because all applicants applied for job openings that did not disclose
2 the wage scale or salary range to be offered, this is a straightforward matter of determining whether
3 Defendants' actions violate Washington law, and, if so, assessing damages.

4 38. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
5 Class members all applied for job openings with Defendants that did not disclose the wage scale
6 or salary range to be offered.

7 39. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
8 Plaintiff has retained competent and capable attorneys with substantial experience in complex
9 class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action
10 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
11 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

12 40. Predominance. Defendants have engaged in a common course of conduct of failing
13 to disclose the wage scale or salary range in job postings in violation of RCW 49.58.110. The
14 common issues arising from Defendants' unlawful conduct affects Plaintiff and Class members
15 and predominates over any individual issues. Adjudication of these common issues in a single
16 action has the important and desirable advantage of judicial economy.

17 41. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
18 and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action;
19 however, most Class members would find the cost of litigating their claims prohibitive, especially
20 when that cost is balanced against each individual's respective potential award. Class treatment is
21 superior to multiple individual suits or piecemeal litigation because it conserves judicial resources,
22 promotes consistency and efficiency of adjudication, provides a forum for claimants with smaller
23 cases and those with few resources, and deters illegal activities. There will be no significant
24 difficulty in the management of this case as a class action. The Class members and the job postings
25 to which they applied are readily identifiable through Defendants' own records.

1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **VIOLATION OF RCW 49.58.110**

4 ***Claim of Relief for Plaintiff and the Class***

5 42. Plaintiff incorporates by reference all foregoing factual allegations.

6 43. As described more fully above, Defendants did not disclose the wage scale or salary
7 range to be offered in their job postings.

8 44. On or after January 1, 2023, Plaintiff and the Class applied for job openings with
9 the Defendants where the postings did not disclose the wage scale or salary range to be offered.

10 45. Defendants' actions and omissions violate RCW 49.58.110.

11 46. As a result of Defendants' actions and omissions, Plaintiff and the Class have been
12 damaged in amounts to be proven at trial.

13 **SECOND CAUSE OF ACTION**
14 **INJUNCTIVE RELIEF**

15 ***Claim of Relief for Plaintiff and the Class***

16 47. Plaintiff incorporates by reference all foregoing factual allegations.

17 48. Plaintiff and the Class are entitled to an injunction prohibiting Defendants from
18 further violations of Washington law. Specifically, Plaintiff seeks injunctive relief to require
19 Defendants to disclose, in each posting for each job opening, the wage scale or salary range to be
20 offered.

21 **THIRD CAUSE OF ACTION**
22 **DECLARATORY RELIEF**

23 ***Claim of Relief for Plaintiff and the Class***

24 49. Plaintiff incorporates by reference all foregoing factual allegations.

25 50. Plaintiff and the Class are entitled to a declaration that Defendants' practice of
26 failing to disclose in each posting for each job opening the wage scale or salary range is illegal.

27 51. Plaintiff and the Class are entitled to a final judicial determination of the amounts
owing to Plaintiff and the Class as a result of Defendants' failure to disclose in each posting for
each job opening the wage scale or salary range to be offered.

1 **VII. REQUEST FOR RELIEF**

2 Plaintiff, individually and on behalf of the members of the Class, requests that the Court
3 enter judgment against Defendants as follows:

4 1. An Order certifying that this action be maintained as a class action and appointing
5 Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

6 2. Statutory damages equal to Plaintiff's and the Class members' actual damages or
7 five thousand dollars, whichever is greater, pursuant to RCW 49.58.070(1);

8 3. Costs and reasonable attorneys' fees pursuant to RCW 49.58.070(1);

9 4. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
10 Defendants from engaging in the conduct complained of herein, including, but not limited to, an
11 Order requiring Defendants to disclose in each posting for each job opening the wage scale or
12 salary range to be offered;

13 5. Declaratory relief to the effect that Defendants' failure to disclose in each posting
14 for each job opening the wage scale or salary to be offered, violates Washington law;

15 6. Pre- and post-judgment interest;

16 7. Leave to amend the Complaint to conform to the evidence; and

17 8. Any additional or further relief which the Court deems equitable, appropriate, or
18 just.

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1 DATED November 15, 2023

EMERY | REDDY, PLLC

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3 By: /s/ Timothy W. Emery
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EXHIBIT 1

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 **Host/Hostess**

IHOP - KENT IHOP 3708, 24060 104th Ave SE Kent

Seeking a friendly, outgoing personality hostess to work variable shifts.

The ideal candidate loves making small talk with guests and willing to learn guests names.

You must love the restaurant business and genuinely enjoy people. He or she must always be willing to meet our guest with a friendly smile.

Must be at least 18 years old. Flexible schedule including evening and weekends. Ability to work long shifts on your feet.

Team player who looks for ways to help others when needed. Must be able to work weekends and Holidays.

We offer:

- Full time time position
- Career growth opportunities

Benefits:

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 **Host/Hostess**

IHOP - KENT IHOP 3708, 24060 104th Ave SE Kent

to learn guests names.

You must love the restaurant business and genuinely enjoy people. He or she must always be willing to meet our guest with a friendly smile.

Must be at least 18 years old. Flexible schedule including evening and weekends. Ability to work long shifts on your feet.

Team player who looks for ways to help others when needed. Must be able to work weekends and Holidays.

We offer:

- Full time time position
- Career growth opportunities

Benefits:

Health Insurance
Dental Insurance
Vision insurance

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