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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

STEVE MOSHTAGH, an individual, on)
behalf of himself and others similarly situated,)
)
) Plaintiffs,)
)
) v.)
)
) THE HOME DEPOT U.S.A., INC., a)
) Delaware corporation,)
)
) Defendant.)

Case No. 2:19-cv-1205

NOTICE OF REMOVAL TO FEDERAL COURT

Defendant Home Depot U.S.A., Inc. (“Home Depot”) hereby removes to this Court the state court action described below, pursuant to 28 U.S.C. §§ 1332(d)(2), 1441, 1446, and 1453.

In support, Home Depot states as follows.

1. On June 28, 2019, the above-referenced action was filed and is currently pending against Home Depot in this Superior Court for the State of Washington, King County, Case No. 19-2-17245-2 SEA. Pursuant to LCR 101(b), a true and correct copy of plaintiff’s complaint is attached. Plaintiff served his complaint on Home Depot on July 2, 2019.

Declaration of John S. Devlin (“Devlin Decl.”), filed concurrently, at ¶ 4, Ex. C.

2. On July 29, 2019, Home Depot filed its Answer to the Complaint. A true and correct copy of Home Depot’s Answer and all process, pleadings, and orders served upon Home Depot as part of the above action are attached to the Devlin Decl.

3. Plaintiff is a current Home Depot employee. He alleges that Home Depot

1 violated Washington wage law by (i) failing to pay hourly and overtime wages, (ii) failing to
 2 provide statutorily required rest breaks, and (iii) making unlawful payroll deductions. Compl.
 3 ¶¶ 6.1 -9.3. Plaintiff also alleges that Home Depot violated the Consumer Protection Act
 4 (“CPA”), committing “deceptive acts or practices in trade or commerce” by failing to pay the
 5 putative class in accordance with Washington law and by its communications to the general
 6 public regarding its pay practices. *Id.* ¶¶ 4.17-4.20, 10.1-10.5.

7 4. Plaintiff seeks to bring this action on behalf of a class consisting of all persons
 8 employed by Home Depot as hourly, non-exempt employees in Washington at any point three
 9 years prior to the filing of Complaint, June 28, 2016, who (1) “had money deducted from their
 10 paychecks for The Homer Fund”; (2) “worked at least one shift...that ended after the store
 11 closed to the public”; or (3) “worked at least one shift of five hours in the district in
 12 which...Plaintiff worked.” *Id.* ¶ 5.2.¹

13 5. Timeliness. Plaintiff filed his Complaint in King County Superior Court on
 14 June 28, 2019. The Complaint was served on Home Depot on July 2, 2019. Home Depot’s
 15 Notice of Removal is therefore timely because it is being filed within 30 days of the date of
 16 service. *See* 28 U.S.C. § 1446(b).

17 6. Jurisdiction. This is a civil action over which this Court has original jurisdiction
 18 and thus may be removed pursuant to 28 U.S.C. § 1441. Under 28 U.S.C. § 1441, a defendant
 19 may remove to federal district court “any civil action brought in a State court of which the
 20 district courts of the United States have original jurisdiction[.]” Pursuant to the Class Action
 21 Fairness Act (“CAFA”), 28 U.S.C. § 1332(d)(2), federal district courts have original
 22 jurisdiction over a class action if (1) it involves 100 or more putative class members, (2) any
 23

24 ¹ Home Depot denies plaintiff’s allegations and disputes that this action is appropriate for class
 25 treatment. However, for purposes of estimating the amount in controversy, the allegations of
 26 plaintiff’s complaint are assumed to be true. *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp.
 27 2d 1199, 1205 (E.D. Cal. 2008) (“In measuring the amount in controversy, a court must assume
 that the allegations of the complaint are true and that a jury will return a verdict for the plaintiff
 on all claims made in the complaint. The ultimate inquiry is what amount is put ‘in
 controversy’ by the plaintiff’s complaint, not what a defendant will actually owe.” (citations
 omitted)).

1 class member is a citizen of state different from any defendant, and (3) the aggregated
 2 controversy exceeds \$5,000,000 (exclusive of costs and interest). *See* 28 U.S.C. § 1332(d)(2),
 3 (d)(6), and (d)(11)(B)(i). These criteria are satisfied here.

4 7. Class Size. Plaintiff seeks to bring this action on behalf of all persons employed
 5 by Home Depot as hourly, non-exempt employees in Washington at any point three years prior
 6 to the filing of Complaint, June 28, 2016, who (1) “had money deducted from their paychecks
 7 for The Homer Fund”; (2) “worked at least one shift...that ended after the store closed to the
 8 public”; or (3) “worked at least one shift of five hours in the district in which...Plaintiff
 9 worked.” Compl. ¶ 5.2. Plaintiff acknowledges that the number of class members is estimated
 10 to “exceed 1,000.” *Id.* ¶ 5.4.a. In fact, since June 28, 2016, over 12,800 hourly, non-exempt
 11 employees in Washington have had paycheck deductions for donations to The Homer Fund;
 12 over 15,000 worked a shift that ended after their store closed to the public; and over 3,000
 13 worked approximately five hours in a shift. Declaration of G. Edward Anderson (“Anderson
 14 Decl.”), filed concurrently, ¶¶ 6-8.² Thus, the putative class includes more than 100
 15 individuals.

16 8. Diversity of Citizenship. At all relevant times, there has been diversity of
 17 citizenship between the parties to the action. “[U]nder CAFA, complete diversity is not
 18 required; ‘minimal diversity’ suffices.” *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021 (9th
 19 Cir. 2007) (internal citations omitted). Minimal diversity exists if any class member is a citizen
 20 of a state different from any defendant. 28 U.S.C. § 1332(d)(2).

21 9. The putative class includes citizens of Washington, including plaintiff
 22 Moshtagh. Moshtagh maintains a Washington residential address on file with Home Depot and
 23 works at retail store in Bothell, Washington. *See* Declaration of Deanne Clawson (“Clawson
 24 Decl.”), filed concurrently, ¶ 4; Compl. ¶ 2.1 (Plaintiff resides in “Kirkland, Washington” and
 25 “worked at the Home Depot store in Bothell, Washington from approximately February 2016 to
 26

27 ² A defendant may make the requisite showing by setting forth facts in the notice of removal or
 by affidavit. *See Ibarra v. Manheim Investments, Inc.*, 775 F.3d 1193, 1197 (9th Cir. 2015).
 DEFENDANT’S NOTICE OF REMOVAL - 3

1 the present.”). Plaintiff’s employment and residence in Washington conclusively establish
2 Washington citizenship. *See Bey v. SolarWorld Indus. Am., Inc.*, No. 3:11-cv-1555-SI, 2012
3 WL 6692203, at *2 (D. Or. Dec. 26, 2012) (residential address provided by employee to
4 employer is prima facie evidence of citizenship).

5 10. Further, plaintiff seeks to represent a class consisting of thousands of current
6 and former Washington employees. Compl. ¶ 5.2. This putative class logically includes other
7 Washington citizens as well.

8 11. Home Depot is not a citizen of Washington. “[A] corporation shall be deemed
9 to be a citizen of every State ... by which it has been incorporated and of the State ... where it
10 has its principal place of business....” 28 U.S.C. § 1332(c)(1). Home Depot is not
11 incorporated in Washington. As plaintiff concedes, Home Depot is organized and incorporated
12 under the laws of Delaware. *See Ottaviano v. Home Depot, Inc. U.S.A.*, 701 F. Supp. 2d 1005,
13 1007 (N.D. Ill. 2010) (Home Depot “is a Delaware corporation with its principal executive
14 offices located in Atlanta, Georgia”); *Novak v. Home Depot U.S.A., Inc.*, 259 F.R.D. 106, 108
15 (D.N.J. 2009) (Home Depot “is a Delaware corporation with its principal offices located in
16 Georgia”); Compl. ¶ 2.2; Clawson Decl. ¶ 2. Nor is Washington the state in which Home
17 Depot has its principal place of business, which is “the place where a corporation’s officers
18 direct, control, and coordinate the corporation’s activities.” *Hertz Corp. v. Friend*, 559 U.S. 77,
19 92-93 (2010). Rather, Home Depot’s principal place of business is Atlanta, Georgia.
20 *Ottaviano*, 701 F. Supp. 2d at 1007; *Novak*, 259 F.R.D. at 108; Clawson Decl. ¶ 2.

21 12. Accordingly, this action involves citizens of different states: Plaintiff is a
22 citizen of Washington (and seeks to represent other Washington citizens) and Home Depot is a
23 citizen of Delaware and Georgia. Thus, the CAFA minimal diversity requirement is satisfied.
24 *See* 28 U.S.C. § 1332(d)(2).

25 13. Amount in Controversy. Home Depot avers, for purposes of this Notice only
26 and without conceding liability for the claims alleged by plaintiff, or that plaintiff can properly
27 represent the putative class, that plaintiffs’ claims place more than \$5 million in controversy.

1 “The amount in controversy is simply an estimate of the total amount in dispute, not a
2 prospective assessment of [the] defendant’s liability.” *Lewis v. Verizon Commc’ns, Inc.*, 627
3 F.3d 395, 400 (9th Cir. 2010) (on removal, defendant does not “concede liability for the entire
4 amount” alleged in complaint); *Ibarra v. Manheim Invs., Inc.*, 775 F.3d 1193, 1198 n.1 (9th
5 Cir. 2015) (“Even when defendants have persuaded a court upon a CAFA removal that the
6 amount in controversy exceeds \$5 million, they are still free to challenge the actual amount of
7 damages in subsequent proceedings and at trial ... because they are not stipulating to damages
8 suffered”). As the United States Supreme Court has held, a defendant’s notice of removal need
9 only include a plausible allegation that the amount in controversy exceeds the jurisdictional
10 threshold. *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 549, 554
11 (2014). Moreover, the Ninth Circuit has instructed that removal is proper if, based on the
12 allegations of the complaint and the Notice of Removal, it is more likely than not that the
13 amount in controversy exceeds \$5 million. *Rodriguez v. AT&T Mobility Servs., Inc.*, 728 F.3d
14 975, 981 (9th Cir. 2013) (overturning Ninth Circuit precedent requiring proof of amount in
15 controversy to a “legal certainty” in some circumstances). The action belongs in federal court
16 once the proponent of federal jurisdiction has put forth damages estimates that “explain[]
17 plausibly how the stakes exceed \$5 million” unless plaintiff can show “it is *legally impossible*
18 for the plaintiff to recover that much.” *Rhoades v. Progressive Cas. Ins. Co., Inc.*, 410 F.
19 App’x 10, at *1 (9th Cir. 2010) (citations omitted)(emphasis added). In determining whether
20 the amount in controversy is met, the Court considers all requested relief, “including ...
21 punitive damages, statutory penalties, and attorney’s fees.” *Lake v. Delta Air Lines, Inc.*, No.
22 SACV 10-1775 DOC(Ex), 2011 WL 3102486, at *4 (C.D. Cal. July 22, 2011); *Korn*, 536 F.
23 Supp. at 1205 (courts may consider the maximum statutory penalty allowed). Under this
24 standard, the amount in controversy is easily met.

25 14. In the First Cause of Action, plaintiff alleges that workers are deprived of
26 regular and overtime wages due to Home Depot’s “policy and practice of deducting money
27 from the paychecks” of hourly workers for The Homer Fund. Compl. ¶ 6.2. Plaintiff alleges

1 all of these deductions were unlawful and that Home Depot's practice of making such unlawful
2 deductions was willful. *Id.* ¶¶ 6.2, 9.2. As a result, plaintiff seeks double the regular and
3 overtime wages allegedly deprived. *Id.* ¶¶ 6.2, 9.2-9.3. Plaintiff files this claim on behalf of
4 "all" hourly associates who have had any money deducted from their paychecks "at any time"
5 within the three years prior to the filing of the complaint. *Id.* ¶ 5.2(a).

6 15. Since June 28, 2016, over 12,800 hourly employees in Washington have had
7 money deducted from their paychecks for donations to The Homer Fund. Anderson Decl. ¶ 6.
8 The deductions total approximately \$1,076,402. *Id.* Doubling this amount as alleged in the
9 complaint yields a damages estimate for this claim of **\$2,152,804**, excluding interest.

10 16. In the Second Cause of Action, plaintiff alleges that Home Depot had a "policy
11 and practice" of denying 10-minute rest breaks to employees who worked in the plaintiff's
12 district "when they were scheduled to work five hours per shift." Compl. ¶¶ 4.8, 7.3. Plaintiff
13 alleges this practice of denying rest breaks was willful. *Id.* ¶¶ 9.1-9.2. As a result, plaintiff
14 seeks double the regular wages owed for missed rest breaks. *Id.* ¶¶ 7.5, 9.1-9.3. Plaintiff
15 brings this claim on behalf of all hourly associates who worked at least one shift of five hours
16 in a Home Depot store in plaintiff's district. *Id.* ¶ 5.2(c).

17 17. During the period June 28, 2016 through August 1, 2019, hourly, non-exempt
18 employees worked 39,367 shifts of approximately five hours. Anderson Decl. ¶ 7. Using the
19 average wage rate of these associates of \$13.50 per hour, and estimating one missed 10-minute
20 rest break in only 50 percent of shifts, the amount placed in controversy by plaintiff's rest break
21 claim is approximately **\$88,573.50**, excluding interest ((19,683 shifts x \$2.25 (unpaid 10
22 minute break)) x 2). *See id.*

23 18. In the Third Cause of Action, plaintiff alleges that Home Depot has a "policy
24 and practice" of requiring employees who work shifts that end after the store closes to the
25 public to wait for a manager to unlock the store doors after clocking out. Compl. ¶¶ 4.3-4.6,
26 8.2. Plaintiff alleges that as a result of these "uniform policies and practices," employees
27 whose shifts are scheduled to end after store closing spend "*substantial time each shift*" waiting

1 to leave the store after clocking out. *Id.* ¶ 4.4 (emphasis added). Plaintiff alleges that the
 2 putative class was denied regular and overtime wages as a result of this practice. *Id.* ¶ 8.2.
 3 Plaintiff alleges this violation was willful, and seeks double the amount of unpaid regular and
 4 overtime wages. *Id.* ¶¶ 9.1-9.3. Plaintiff brings this claim on behalf of all hourly associates
 5 who worked at least one shift that ended after the store closed to the public. *Id.* ¶ 5.2(b).

6 19. Since June 28, 2016, over 15,000 associates have worked 1,196,880 shifts that
 7 ended after a store closes. Anderson Decl. ¶ 8. Using the average wage rate for these
 8 associates of \$14.21 per hour and estimating six minutes of wait time each shift, the amount
 9 placed in controversy by plaintiff's Third Cause of Action is **\$3,399,139**, excluding interest
 10 $((1,196,880 \text{ shifts} \times \$1.42) \times 2)$.³ *See id.*

11 20. In the Fifth Cause of Action, plaintiff alleges that Home Depot engaged in
 12 "deceptive acts and practices in commerce" in violation of the CPA by failing to pay putative
 13 class members in accordance with Washington law and through its communications to the
 14 general public regarding its pay practices and The Homer Fund. Compl. ¶¶ 10.1-10.5. Plaintiff
 15 seeks damages under RCW 19.86.090, which provides for actual and treble damages up to
 16 \$25,000 per class member. *Id.* ¶ 10.5, RCW 19.86.090; *Korn*, 536 F. Supp. at 1205 (courts
 17 may consider the maximum statutory penalty allowed); *see also Smith v. Behr Process Corp.*,
 18 113 Wn. App. 306, 345-46, 54 P.3d 665 (2002).

19 21. Considering only the damages for alleged unlawful deductions for the Homer
 20 Fund, the amount placed in controversy by plaintiff's Fifth Cause of Action is a minimum of
 21 **\$3,288,964.98** (12,847 employees x \$83.78 avg. deduction x 3). *See* Anderson Decl. ¶ 6. This
 22 amount does not take into account damages the putative class is seeking under the CPA for
 23 alleged rest period violation or off-the-clock time waiting for a manager to unlock the doors
 24 after store closing.

25 ³ Plaintiff's complaint supports the use of a 100% violation rate since he alleges that class
 26 members spent substantial time waiting "each shift" after clocking out. Compl. ¶ 4.4
 27 (emphasis added). However, even if defendant assumed only a 50% violation rate, the amount
 put in controversy by plaintiff's Third Cause of Action would be \$1,699,569.60 $((598,440$
 $\text{shifts} \times \$1.42) \times 2)$, which is more than sufficient to satisfy the threshold under CAFA.

1 22. In connection with each cause of action, plaintiff also seeks attorney's fees,
2 which are included in the amount in controversy. *See Galt G/S v. JSS Scandinavia*, 142 F.3d
3 1150, 1156 (9th Cir. 1998); *Fritsch v. Swift Transportation Co. of Arizona, LLC*, 899 F.3d 785,
4 793-94 (9th Cir. 2018) (the amount in controversy includes "attorneys' fees awarded under fee-
5 shifting statutes or contract", including future attorneys' fees). The Ninth Circuit has
6 established 25 percent of total potential damages as a benchmark for attorneys' fees. *See*
7 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998); *Deaver v. BBVA Compass*
8 *Consulting & Benefits, Inc.*, No. 13-cv-00222-JSC, 2014 WL 2199645, at *6 (N.D. Cal. May
9 27, 2014) (accounting for attorneys' fees by adding 25 percent of potential damages and
10 penalties to amount in controversy). Assuming attorney's fees of 25 percent on only plaintiff's
11 *actual* amount in controversy (rather than double for his wage claims, as would be permitted)
12 for *only* his First, Second, and Third Causes of Action described above places an additional
13 **\$705,000** in controversy. *See Johnson v. Tractor Supply Co.*, No. 19-cv-0270, 2019 WL
14 2004436, at *3-4 (W.D. Wash. May 7, 2019) (appropriate to include attorney's fees at rate of
15 25% "of the amount sought by Plaintiff.").

16 23. In short, even by conservative estimates, the total monetary relief placed in
17 controversy by the complaint is well over **\$9 million**. Therefore, the amount in controversy
18 requirement is satisfied. *See Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 700-01 (9th
19 Cir. 2007) (remand denied under preponderance of evidence standard where defendant's
20 conservative estimates exceeded the requisite amount).

21 24. Venue. The United States District Court for the Western District of Washington
22 is the judicial district "embracing the place" where this action was filed by plaintiff and is the
23 appropriate court for removal pursuant to 28 U.S.C. § 1441(a).

24 25. There are no grounds that would justify this Court in decline to exercise
25 jurisdiction pursuant to 28 U.S.C. § 1332(d)(3) or requiring it to decline to exercise jurisdiction
26 pursuant to 28 U.S.C. § 1332(d)(4).

1 WHEREFORE, Home Depot requests that the above action now pending in the
2 Superior Court of Washington for King County be removed to this Court. In the event the
3 Court has any reason to question whether removal is proper, Home Depot requests the
4 opportunity to provide briefing on this issue.

5 DATED: August 1, 2019

6 LANE POWELL PC

7
8 By *s/ John S. Devlin*

9 D. Michael Reilly, WSBA No. 14674

10 John S. Devlin III, WSBA No. 23988

11 P.O. Box 91302

12 Seattle, WA 98111

13 T: 206.223.7000 / F: 206.223.7107

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15 devlinj@lanepowell.com

16 Attorneys for Defendant The Home Depot U.S.A.,
17 Inc.

CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2019, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF System, which in turn automatically generated a Notice of Electronic Filing (NEF) to all parties in the case who are registered users of the CM/ECF system. The NEF for the foregoing specifically identifies recipients of electronic notice. I hereby certify that the following document was sent to the following CM/ECF participant:

Peter D. Stutheit, WSBA No. 32090
Stutheit Kalin LLC
1 SW Columbia, Suite 1850
Portland, Oregon 97258
Phone: (503) 493-7488
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and I hereby certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participants: None.

Executed on the 1st day of August, 2019, at Seattle, Washington.

s/Maria G. Raines
Maria G. Raines, Legal Assistant

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

STEVE MOSHTAGH, and individual, on behalf of himself and others similarly situated,

(b) County of Residence of First Listed Plaintiff King (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Peter D. Stutheit, Stutheit Kalin LLC, 1 SW Columbia, Ste. 1850, Portland, OR 97258 (503) 493-7488 and HKM Employment Attorneys LLP, 600 Stewart St., Ste. 901, Seattle, WA 98101 (206) 838-2504

DEFENDANTS

HOME DEPOT U.S.A., INC.

County of Residence of First Listed Defendant Fulton, Georgia (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) John S. Devlin III, Lane Powell PC, 1420 Fifth Avenue, Ste. 4200, P.O. Box 91302, Seattle, WA 98111-9402 (206) 223-7000

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332(d)(2), 1441, 1446, and 1453. Removal under CAFA. Brief description of cause: Underlying causes of action are various Washington state wage-and-hour claims.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 08/01/2019 SIGNATURE OF ATTORNEY OF RECORD s/John S. Devlin, III, WSBA No. 23988

FOR OFFICE USE ONLY

RECEIPT# AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

0300
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SUPERIOR COURT FOR THE STATE OF WASHINGTON
FOR KING COUNTY

STEVE MOSHTAGH, an individual, on
behalf of himself and others similarly situated,

Plaintiffs,

vs.

THE HOME DEPOT U.S.A., Inc., a Delaware
Corporation;

Defendant.

CLASS ACTION

NO.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

Plaintiff Steve Moshtagh (“Representative Plaintiff”), on behalf of himself individually
and others similarly situated, alleges as follows for his Complaint:

I. INTRODUCTION

1.1 Representative Plaintiff brings this class action against Defendant The Home
Depot, U.S.A., Inc. (“Home Depot”) to recover unpaid regular wages, unpaid overtime wages,
penalties, interest, and attorneys’ fees and costs, to obtain injunctive relief, and to redress Home
Depot’s unlawful employment policies and practices of (1) failing to provide part-time hourly
employees statutorily required meal and rest breaks; (2) failing to compensate hourly employees
for mandatory work done before and after their scheduled shifts; and (3) making unlawful
payroll deductions to fund The Homer Fund, a Home Depot-run charity. Representative Plaintiff
brings this action to redress and remedy Home Depot’s willful violations of Washington’s wage
statutes.

1 **II. PARTIES**

2 2.1 Plaintiff Steve Moshtagh is an individual residing in Kirkland, Washington. He
3 worked at the Home Depot store in Bothell, Washington from approximately February 2016 to
4 the present. Mr. Moshtagh was an hourly, non-exempt employee in Washington within 3 years of
5 the date of this Complaint.

6 2.2 Defendant Home Depot is a publicly traded Delaware corporation. Home Depot is
7 the world’s largest home improvement retailer. It owns and operates 2,290 retail stores in North
8 America, which employ over 400,000 individuals. Home Depot is one of the largest and most
9 profitable retail companies on Earth, with fiscal 2018 revenue of over \$108 billion. Home Depot
10 owns and operates 45 retail stores in Washington state. Upon information and belief, there are
11 more Home Depot stores and employees (and consequently, more putative Class Members) in
12 King County than in any other county in Washington. Home Depot does extensive business in
13 the State of Washington and King County.

14 **III. JURISDICTION AND VENUE**

15 3.1 Jurisdiction is appropriate because Home Depot has purposefully availed itself of
16 the privileges of doing business in Washington by operating numerous retail stores and
17 employing hourly employees therein. Home Depot employs numerous putative class members in
18 King County, Washington. The unlawful acts alleged herein have a direct effect on individuals
19 who work and live in Washington.

20 3.2 Venue is proper in King County because Home Depot: (a) presently transacts
21 business in King County; (b) has an office for the transaction of business in King County; (c)
22 transacted business in King County at the time Representative Plaintiff’s causes of action arose;
23 and (d) is subject to service of process in King County.
24

1 **IV. FACTS**

2 4.1 Under Washington law, Home Depot is required to (1) pay its hourly employees
3 for the each hour they are on duty; (2) provide meal and rest periods to its hourly employees who
4 work 5 hours in a shift; and (3) refrain from making payroll deductions unless those deductions
5 are for the employee’s benefit, and unless Home Depot and those acting in its interest derive no
6 financial benefit from the deductions. Home Depot has violated each of these obligations.

7 4.2 Representative Plaintiff Steve Moshtagh has worked at the Home Depot store in
8 Bothell, Washington (“Bothell Store”) as an hourly employee since January 2016.
9 Representative Plaintiff has worked as cashier, on the freight crew, and at the customer service
10 counter of his home store in Bothell, Washington within the last three years. Mr. Moshtagh
11 regularly worked shifts of 5 hours or more, and regularly worked shifts that ended after his store
12 closed to the public.

13 **Facts Related to Post-Shift Work**

14 4.3 Home Depot schedules many Hourly Store Employees for shifts that end after the
15 store in which the employee is working closes to the public. It is Home Depot’s company-wide
16 policy to lock the doors to its retail stores upon closing. Thus, employees whose shifts end after
17 closing cannot leave the store without first locating a manager or “key holder” to unlock the
18 door. Home Depot requires such employees to sign out on the electronic time-keeping system
19 before locating a key holder to unlock the store.
20

21 4.4 As a result of these uniform policies and practices, employees whose shifts are
22 scheduled to end after store closing spend substantial time each shift waiting to leave the store
23 after punching out for the day.

24 4.5 Representative Plaintiff regularly worked shifts that ended after his store closed
25

1 and was regularly forced to find a manager or key holder before leaving the store. On all such
2 occasions, Representative Plaintiff was required to, and in fact did, punch out of the time-
3 keeping system before finding the manager or key holder to unlock the store door so he could
4 leave.

5 4.6 The time spent by Hourly Store Employees, including Representative Plaintiff, in
6 between punching out and leaving the store after closing hours is compensable under
7 Washington law because such employees were on duty, on a prescribed location, at a prescribed
8 time, and subject to Home Depot's control.

9
10 **Facts Related to Missed Meal and Rest Breaks**

11 4.7 As a Washington employer, Home Depot was required to provide Hourly Store
12 Employees with an unpaid meal period whenever an employee works more than 5 hours per
13 shift, and a paid rest period whenever an employee works 4 hours per shift.

14 4.8 It was Home Depot's policy and practice at the Bothell Store and in the district
15 where the Bothell Store was located to deny Hourly Store Employees, including Representative
16 Plaintiff, their rest breaks when they were scheduled to work 5 hours per shift.

17 **Facts Related to Unlawful Payroll Deductions**

18 4.9 Home Depot, through its employees and agents, controls an entity known as the
19 THDF II, Inc. dba The Home Depot Foundation and The Homer Fund ("THDF"). THDF has two
20 divisions: (1) The Homer Fund, and (2) The Home Depot Foundation. THDF is registered as a
21 501(c)(3) organization that is purportedly exempt from income tax.

22 4.10 Although ostensibly a separate legal entity, THDF is an agent and instrumentality
23 that is controlled entirely by the Home Depot. For instance, Home Depot provides THDF office
24 space. THDF's board of trustees is comprised entirely of Home Depot employees. THDF's
25

1 executive director is a former long-term Home Depot employee. THDF's operations are funded
2 substantially by Home Depot, and THDF serves Home Depot's public relations goals.

3 4.11 THDF is the umbrella organization for The Homer Fund.

4 4.12 The Homer Fund is, according to Home Depot's corporate public relations
5 campaign, a "charity" to help Home Depot associates in times of need that is funded by
6 "donations" made by Home Depot's hourly employees. Home Depot actively, openly and
7 notoriously pressures Hourly Store Employees to divert a portion of their wages to The Homer
8 Fund.

9 4.13 Home Depot goes to great efforts to solicit these so-called "donations." Home
10 Depot devotes substantial time and resources to maintaining a hierarchy of "Community
11 Captains" whose role it is to ensure widespread participation in The Homer Fund by hourly retail
12 employees. There are "Community Captains" at the regional, district, and store level, each with
13 specific roles and duties to encourage employees to donate to The Homer Fund.

14 4.14 Community Captains have particular fundraising goals and are rewarded for
15 meeting those goals. Home Depot is aware that employees are more likely to donate more money
16 to The Homer Fund if money is given through recurring payroll deductions than if it is given
17 through a one-time donation. Home Depot knows that payroll deductions sustain The Homer
18 Fund. Home Depot maintains a significant internal public relations and marketing campaign
19 designed to encourage Hourly Store Employees to donate to The Homer Fund through recurring
20 payroll deductions. Hourly Store Employees are heavily pressured to sign forms authorizing such
21 deductions.
22

23 4.15 As a result, virtually every Hourly Store Employee, including Representative
24 Plaintiff, has money automatically deducted from his or her paycheck for The Homer Fund.

25 Although virtually all employees have deductions taken from their paychecks for The Homer

1 Fund, only a small fraction of employees who “donate” actually receive charity from The Homer
2 Fund. The Homer Fund maintains particular criteria for when an hourly employee may qualify
3 for The Homer Fund assistance. Giving to The Homer Fund is no guarantee that an employee
4 will actually receive money from The Homer Fund.

5 4.16 Home Depot derives substantial benefit from the payroll deductions that sustain
6 The Homer Fund. Home Depot has built a sophisticated marketing campaign around its
7 charitable activities, including The Homer Fund, because Home Depot believes that some
8 consumers are more likely to patronize businesses that engage in charity. Home Depot’s internet,
9 print, and social media public relations efforts and advertising prominently tout Home Depot’s
10 charitable activities, including The Homer Fund.

11
12 **Facts Related to Consumer Protection Act Claim**

13 4.17 Home Depot recruits Hourly Store Employees from a pool of candidates from the
14 general public. It advertises for positions through various mediums accessible to the general
15 public. Home Depot’s recruitment and marketing materials represent that Home Depot complies
16 with applicable wage and hour laws.

17 4.18 Home Depot’s public marketing materials, public relations efforts and shareholder
18 communications frequently boast of Home Depot’s employment practices. For instance, a
19 webpage titled “Our Associates” on Home Depot’s corporate website states: “we consider our
20 associates our biggest competitive advantage, and it’s our responsibility to and privilege to take
21 care of them.” That same website states, regarding The Homer Fund, “Associates proudly
22 support the Fund because the unexpected can happen to anyone.”

23 4.19 These and similar communications falsely represent to the public that Home
24 Depot complies with Washington’s wage statutes and that The Homer Fund donations are
25

1 coercion free and legal, when in fact the opposite is true.

2 4.20 Home Depot’s actions have substantial likelihood of deceiving the public.

3 **V. CLASS ALLEGATIONS**

4 5.1 Representative Plaintiff brings this action on his own behalf, as well as on behalf
5 of all other similarly situated employees.

6 5.2 Plaintiffs’ proposed classes are defined as follows:

- 7 a. Hourly Store Employee Subclass: All hourly, non-exempt
8 Home Depot employees who worked in a Home Depot
9 retail store in Washington and had money deducted from
10 their paychecks for The Homer Fund, at any time within
11 the period beginning three years prior to the filing of this
12 Complaint to the date of certification of the class.
- 13 b. Post-Closing Shift-End Subclass: All hourly, non-exempt
14 Home Depot employees who worked at least one shift in a
15 Home Depot retail store in Washington that ended after the
16 store closed to the public at any time within the period
17 beginning three years prior to the filing of this Complaint to
18 the date of certification of the class.
- 19 c. Part-Time Rest Period Subclass: All hourly, non-exempt
20 Home Depot employees who worked at least one shift of
21 five hours in the district in which Representative Plaintiff
22 worked at any time within the period beginning three years
23 prior to the filing of this Complaint to date of certification
24 of the class.

18 All of the members of the classes are collectively referred to as “Class Members.” As used in this
19 Complaint, the “relevant time period” is from three years prior to the filing of this Complaint
20 until certification of the class in this lawsuit with respect to each subclass.

21 5.3 As enumerated above, Home Depot engaged in common acts, practices and
22 policies that violated the Representative Plaintiff and Class Members’ rights under Washington
23 state wage and hour and consumer protection laws. Accordingly, Representative Plaintiff seeks
24 certification of the proposed classes under CR 23.

25 5.4 Representative Plaintiff’s claims meet the requirements for certification. There is

1 a well-defined community of interest in the litigation and the Class Members are readily
2 ascertainable.

3 a. Numerosity: Each Class is so numerous that joinder of all Class Members
4 is infeasible and impractical. The membership of each of class is unknown to Plaintiff at
5 this time. However, based on Plaintiff's investigation, and on information and belief, the
6 number of Class Members is reasonably estimated to exceed 1,000. The identity of Class
7 Members is readily ascertainable from Home Depot's employment records.

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

- 10 i. Representative Plaintiff is a member of the classes.
- 11 ii. Representative Plaintiff's claims stem from the same practice or
12 course of conduct that forms the basis of the class claims.
- 13 iii. All of the Class Members' claims are based on the same facts and
14 legal theories.
- 15 iv. There is no antagonism between Representative Plaintiff's interests
16 and the Class Members, because their claims are for damages provided
17 to each individual employee by statute.
- 18 v. The injuries that Representative Plaintiff suffered are similar to the
19 injuries that the Class Members suffered and continue to suffer, and
20 they are relatively small compared to the expenses and burden of
21 individual prosecutions of this litigation.

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

- 24 i. There is no conflict between Representative Plaintiff's claims and
25

1 those of the other Class Members.

2 ii. Representative Plaintiff acknowledges that he has an obligation to
3 make known to the Court any relationship, conflicts or differences
4 with any Class Member.

5 iii. Representative Plaintiff agrees to actively participate in the case and
6 protect the interests of the putative Class Members.

7 iv. Representative Plaintiff has retained counsel experienced in handling
8 wage-and-hour class actions who have already devoted substantial
9 time and resources to investigating the Class Members' claims and
10 who will vigorously prosecute this litigation.

11 v. Representative Plaintiff's claims are typical of the claims of Class
12 Members in that his claims stem from the same practice and course of
13 conduct that forms the basis of the class claims.

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

16 i. The common questions of law and fact described below predominate
17 over questions affecting only individual members, and the questions
18 affecting individuals primarily involve calculations of individual
19 damages.

20 ii. The prosecution of separate actions by the Class Members could either
21 result in inconsistent adjudications establishing incompatible pay
22 practices or, as a practical matter, dispose of the legal claims of Class
23 Members who are not parties to such separate adjudications.

24 iii. Individual Class Members would have little interest in controlling the
25

1 litigation due to the relatively small size of most claims, and because
2 Representative Plaintiffs and their attorneys will vigorously pursue the
3 claims on behalf of the Class Members.

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

6 e. Public Policy Considerations: Employers in Washington regularly violate
7 wage and hour and other employment laws. The value of individual and employee's
8 claims is often small as compared with the relative cost of litigation. Current employees
9 are often afraid to assert their rights out of fear of retaliation. Class actions provide
10 putative Class Members who are not named in the Complaint with a type of anonymity
11 that allows for the vindication of their rights while at the same time protection their
12 privacy.

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

16 a. Home Depot's policies require that the store be locked upon closing to
17 the public;

18 b. Home Depot regularly schedules employees to work shifts that end
19 after stores close;

20 c. Home Depot has or had a policy or practice of requiring employees
21 whose shifts end after a store closes to sign out of the electronic time-
22 keeping system before locating a manager or key holder to unlock the
23 store doors;

24 d. Home Depot had or has a policy of denying employees who work 5 or
25

1 6 hours shifts meal periods and/or rest breaks;

2 e. Class Members regularly donate to The Homer Fund through payroll
3 deductions;

4 f. Class Members sign written authorizations for such deductions;

5 g. THDF is an agent of Home Depot;

6 h. Home Depot derives financial benefit or from the payroll deductions to
7 The Homer Fund;

8 i. THDF acts in Home Depot's interest;

9 j. THDF derives financial benefit from the payroll deductions to The
10 Homer Fund;

11 k. Home Depot's policies and practices, described above, resulted in an
12 underpayment of wages;

13 l. Home Depot's violations were willful.
14

15 **VI. FIRST CAUSE OF ACTION – UNLAWFUL WAGE DEDUCTIONS**
16 **(on behalf of Representative Plaintiff and the Hourly Store Employee Subclass)**

17 6.1 Representative Plaintiff realleges paragraphs 1.1 through 5.4 of the Complaint and
18 hereby incorporate the same by reference.

19 6.2 Home Depot's policy and practice of deducting money from paychecks of Hourly
20 Store Employee Subclass members for The Homer Fund deprives Class Members of pay for all
21 regular and overtime hours worked in violation of Washington law, including WAC 296-126-
22 028, RCW 49.46 *et seq.*, RCW 49.48 *et seq.*, and RCW 49.52 *et seq.*

23 6.3 As a result of Home Depot's acts and omissions, Representative Plaintiff and
24 Hourly Store Employee Subclass members have been damaged in amounts to be proven at trial.
25

1 **VII. SECOND CAUSE OF ACTION – FAILURE TO PROVIDE REST BREAKS**
2 **(On behalf of Representative Plaintiff and the Rest Break Subclass)**

3 7.1 Representative Plaintiff realleges paragraphs 1.1 through 6.3 of the Complaint and
4 hereby incorporates the same by reference.

5 7.2 Under Washington law, Home Depot was required to provide employees
6 scheduled to work 5 hours in a shift both (1) a meal period, and (2) a rest break. The rest break
7 was required to be on Home Depot’s time.

8 7.3 In Representative Plaintiff’s district, Home Depot maintained a policy and
9 practice of not providing the required ten-minute rest periods to employees that were scheduled
10 to work 5-hour shifts, including Representative Plaintiff.

11 7.4 Home Depot failed to compensate such employees for their missed rest periods in
12 violation of Washington law, including RCW 49.12.020, RCW 49.46 *et seq.*, RCW 49.48 *et seq.*,
13 and WAC 296-126-092.

14 7.5 As a result of Home Depot’s unlawful acts and omissions, Representative Plaintiff
15 and Rest Break Subclass members have been deprived of compensation in amounts to be
16 determined at trial, and Plaintiff and Rest Break Subclass Members are entitled to the recovery of
17 damages for their missed rest breaks, including interest thereon, attorneys’ fees under RCW
18 49.48.030, and costs.

19 **VIII. THIRD CAUSE OF ACTION – FAILURE TO PAY FOR ALL TIME ON DUTY**
20 **(on behalf of Representative Plaintiff and the Post-Closing Shift-End Subclass)**

21 8.1 Representative Plaintiff realleges paragraphs 1.1 through 7.5 of the Complaint and
22 hereby incorporates the same by reference.

23 8.2 Home Depot’s policy and practice of requiring Post-Closing Shift-End subclass
24 members to clock out and then wait for a manager to unlock the store doors before leaving the
25 premises deprived Post-Closing Shift-End Subclass members of pay for all regular and overtime

1 hours worked, in violation of Washington law, including RCW 49.46.020, RCW 49.46.090, and
2 RCW 49.52.050.

3 8.3 As a result of Home Depot's acts and omissions, Representative Plaintiff and
4 Post-Closing Shift-End Subclass members have been damaged in amounts to be proven at trial.

5 **IX. FOURTH CAUSE OF ACTION – WILLFUL WITHHOLDING OF WAGES IN**
6 **VIOLATION OF WASHINGTON LAW**
7 **(on behalf of Representative Plaintiff and all Class Members)**

8 9.1 Representative Plaintiff realleges paragraphs 1.1 through 8.3 of the Complaint and
9 hereby incorporate the same by reference.

10 9.2 Home Depot's acts and omissions described herein were willful.

11 9.3 As a result, Representative Plaintiff and Class Members are entitled to twice their
12 actual damages, attorneys' fees, and costs, under RCW 49.52.070.

13 **X. FIFTH CAUSE OF ACTION – CONSUMER PROTECTION ACT**
14 **(on behalf of Representative Plaintiff and all Class Members)**

15 10.1 Representative Plaintiff realleges paragraphs 1.1 through 9.3 of the Complaint and
16 hereby incorporate the same by reference.

17 10.2 Home Depot's failure to pay Class Members in accordance with Washington law
18 is a deceptive act or practice in trade or commerce.

19 10.3 Home Depot's communications to the general public regarding its pay practices
20 and The Homer Fund are deceptive acts or practices in commerce.

21 10.4 Representative Plaintiff has been injured in his business or property by Home
22 Depot's wrongful conduct.

23 10.5 Representative Plaintiff and Class Members are entitled to damages pursuant to
24 RCW 19.86.030 & RCW 19.86.090.

PRAYER FOR RELIEF

WHEREFORE, Representative Plaintiff prays for relief as follows:

- A. That this action be certified as a Class Action;
- B. That Steve Moshtagh be appointed as representative of the Class Members;
- C. That the undersigned counsel for Representative Plaintiff be appointed as Class Counsel;

D. A judgment awarding Representative Plaintiff and Class Members compensatory damages in an amount to be proven at trial, together with prejudgment interest at the maximum rate allowed by law;

C. An order requiring Defendant to immediately cease its wrongful conduct as set forth above;

F. Statutory penalties as permitted by law;

D. Reasonable attorney’s fees and costs pursuant to RCW 49.12.150, RCW 49.46.090, RCW 49.48.030, RCW 49.52.070, and RCW 19.86090; and

E. Whatever further and additional relief the court shall deem just and equitable.

1 Respectfully submitted this 28th day of June, 2019.

2
3 /s/ Peter Stuteit

Peter D. Stuteit, WSBA No. 32090

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7
8 /s/ Donald W. Heyrich

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15 *Attorneys for Plaintiffs*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Suit Brought Against Home Depot Over Alleged Wage Violations](#)
