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

ETHAN SARACENO-OLIVERI, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

SOLGEN POWER, LLC, a Delaware limited
liability company; and DOES 1-20,

Defendants.

No.

CLASS ACTION COMPLAINT FOR
INJUNCTIVE RELIEF AND
DECLARATORY JUDGMENT

Plaintiff Ethan Saraceno-Oliveri (“Plaintiff”), individually and on behalf all others
similarly situated (the “Class” as defined at 5.1 of this Complaint), by and through his attorneys,
complains and alleges against Defendant Solgen Power, LLC (“Defendant”) as follows:

I. BRIEF INTRODUCTION

1.1 Defendant unlawfully requires its workers, as a condition of employment, to agree
to post-employment noncompetition covenants and restricts them from having second jobs during
their employment.

1.2 Prior to the passage of ESHB 1450, employers often foisted unreasonable
noncompetition covenants on workers and then waited for a court to reform them.

1.3 The Legislature found that “workforce mobility is important to economic growth
and development” and “that agreements limiting competition or hiring” may be unreasonable.
RCW 49.62.005. It elaborated:

1 The bill makes employers rethink the language in noncompetes and consider what
2 is really needed to protect business interests. They are often overly broad and the
3 employers just wait to see if a court rewrites the noncompete. Employers should
4 make them reasonable to begin with.

5 S. B. Rep. ESHB 1450, at 3 (Wash. 2019).

6 1.4 ESHB 1450, eventually codified at RCW 49.62, was passed to give employers a
7 choice: either pay workers better wages in return for agreeing to noncompetition covenants, or
8 refrain from presenting noncompetition covenants in the first place. The Legislature intended to
9 stop employers from misleading their workers into believing they cannot compete with their
10 employers after their employment, or moonlight with a competitor during their employment.

11 1.5 RCW 49.62, effective January 1, 2020, imposes significant restrictions on both
12 new and existing noncompetition covenants. Relevant to this action: (1) A noncompetition
13 covenant is void and unenforceable against an employee unless his or her annual earnings from
14 the employer exceed \$100,000, as adjusted annually in accordance with RCW 49.62.040; (2) A
15 noncompetition covenant entered into after the commencement of employment is void and
16 unenforceable unless the employer provides independent consideration for the covenant; and (3)
17 Employers are prohibited from restricting employees earning less than twice the applicable state
18 minimum wage from having an additional job. RCW 49.62.020(1)(a)(ii), RCW 49.62.020(1)(b),
19 RCW 49.62.070(1).

20 1.6 This class action seeks injunctive relief and declaratory judgment regarding the
21 noncompetition covenants Defendant required its current and former employees to enter into,
22 which are void and unenforceable under Washington law.

23 II. JURISDICTION AND VENUE

24 2.1 This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010
25 and RCW 7.24.

26 2.2 Venue is proper in this Court pursuant to RCW 4.12.025 because Defendant
27 transacts business in King County, and therefore resides in King County, Washington.

1 4.4 The Agreement a contains noncompetition covenant.

2 4.5 Section 9 of the Agreement governs noncompetition and provides in relevant part:

3 **NON-COMPETE.** In addition to the covenants expressed in the
4 other sections of this Agreement and as a separate and independent
5 covenant to protect Solgen’s interests, Employee agrees that during
6 the Prohibited Period, either directly or indirectly, alone or in
7 combination with any person or entity, whether as a proprietor,
8 officer, Employee, partner, shareholder, consultant, independent
9 contractor, investor, or owner, render services to any prospective or
10 existing client of Solgen with whom Employee communicated with
11 or had contact with during the period of Employee’s employment
12 with Solgen. Employee agrees that so long as he or she is an
employee of Solgen that he or she will not undertake the planning
or organizing or any business activity competitive with the work he
or she performs. Employee agrees that he or she will not, following
termination of employment with Solgen, for any reason, directly or
indirectly solicit any of Solgen’s affiliates or employees to work for
or with Employee or any other competitor of Solgen.

13 4.6 At Section 12, the Agreement defines the “Prohibited Period” as the “time during
14 which Employee is employed by Company, plus an additional two (2) years after the termination
15 of Employee’s employment with Solgen for any reason.”

16 4.7 Defendant required Plaintiff to sign the Agreement as a condition of employment.

17 4.8 On May 13, 2022, Plaintiff signed the Agreement.

18 4.9 Plaintiff’s rate of pay was \$23 per hour. Plaintiff earned less than \$100,000
19 annually at all times during his employment with Defendant.

20 4.10 From January 1, 2020 to the present, Defendant has required Class members to
21 enter into noncompetition covenants as a condition of initial and/or continued employment.

22 4.11 Defendant did not provide independent consideration to Plaintiff and Class
23 members for the noncompetition covenants entered into after the commencement of employment.

24 4.12 Class members’ annual earnings from Defendant were less than \$100,000 in 2020,
25 less than \$101,390 in 2021, less than \$107,301.04 in 2022 and/or less than \$116,593 in 2023.

26 4.13 Defendant’s use of the noncompetition covenants unreasonably restricts Plaintiff’s
27 and Class members’ ability to work.

1 5.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
2 Plaintiff has retained competent and capable attorneys with substantial experience in complex
3 class action litigation. Plaintiff and his counsel are committed to prosecuting this action
4 vigorously on behalf of the Class and have the financial resources to do so. Neither the Plaintiff
5 nor his counsel have interests that are contrary to or that conflict with those of the Class.

6 5.6 Predominance. Defendant has engaged in a common course of abuse of its
7 employees. The common issues arising from Defendant's unlawful conduct that affect Plaintiff
8 and Class members predominate over any individual issues. Adjudication of these common issues
9 in a single action has the important and desirable advantages of judicial economy.

10 5.7 Superiority. Plaintiff and the Class have suffered and will continue to suffer harm
11 and damages as a result of Defendant's unlawful and wrongful conduct. Absent a class action,
12 however, most Class members would find the cost of litigating their claims prohibitive, especially
13 when that cost is balanced against each individual's respective potential award. Class treatment
14 is superior to multiple individual suits or piecemeal litigation because it conserves judicial
15 resources, promotes consistency and efficiency of adjudication, provides a forum for claimants
16 with smaller cases and those with few resources, and deters illegal activities. There will be no
17 significant difficulty in the management of this case as a class action. The Class members and the
18 noncompetition covenants they entered into are readily identifiable from Defendant's records.

19 **VI. CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

21 **ILLEGAL NONCOMPETITION COVENANT IN VIOLATION OF RCW 49.62**
22 ***Claim of Relief for Plaintiff and the Class***

23 6.1 Plaintiff incorporates by reference all foregoing factual allegations.

24 6.2 As described more fully above, Defendant required Plaintiff and the Class, who
25 earned less than the threshold amounts (\$100,000 in 2020, \$101,390 in 2021, \$107,301.04 in 2022
26 and/or \$116,593 in 2023) to execute and be bound by noncompetition covenants in violation of
27 RCW 49.62.020(1)(b).

1 6.3 Defendant did not provide independent consideration to Plaintiff and Class
2 members for noncompetition covenants they entered into after the commencement of employment
3 in violation of RCW 49.62.020(1)(a)(ii).

4 6.4 As a result of Defendant's actions and omissions, Plaintiff and the Class Members
5 have been damaged in amounts to be proven at trial.

6 **SECOND CAUSE OF ACTION**
7 **INJUNCTIVE RELIEF**
8 *Claim of Relief for Plaintiff and the Class*

9 6.5 Plaintiff incorporates by reference all foregoing factual allegations.

10 6.6 Defendant required Plaintiff and the Class members to enter into noncompetition
11 covenants that are void and unenforceable under Washington law pursuant to RCW 49.62.020
12 and RCW 49.62.070.

13 6.7 Plaintiff's and Class members' equitable and legal rights to work are clear.

14 6.8 The unenforceability of the noncompetition covenants and anti-moonlighting
15 covenants is clear.

16 6.9 Plaintiff has a well-grounded fear that Defendant will continue to interfere with
17 Plaintiff's and Class members' ability to work during the pendency of this action, resulting in
18 substantial, irreparable, and continuing injury to Plaintiff and the Class.

19 6.10 The noncompetition covenants have a chilling effect on Plaintiff and the Class.
20 Plaintiff and Class members are reluctant to seek additional employment due to the fear of being
21 sued by Defendant. Likewise, Plaintiff and Class members are reluctant to leave their employment
22 with Defendant due to the broad post-employment restrictions in the noncompetition covenants.

23 6.11 For example, the noncompetition states Plaintiff "will not undertake the planning
24 or organizing or any business activity competitive with the work he or she performs..." Exhibit
25 A, at Section 9. The Agreement is so unreasonably broad binding employees to it "nationwide
26 and covers each and every state (in each state's entirety) within the United State in which Solgen
27 operates or conducts any business now or at any time in the future" and for a period of 2 years
after termination of employment as defined by the Prohibited Period. *Id.*, at Section 12-13.

1 6.12 If Defendant prohibits Plaintiff and the Class members from seeking additional
2 employment, or from working for its competitors after their employment ends, Plaintiff and the
3 Class members will be irreparably injured.

4 6.13 The balance of equities favors Plaintiff and the Class and requires that Defendant
5 be temporarily and permanently restrained from employing the noncompetition covenants to
6 restrict employees' ability to work.

7 **THIRD CASUE OF ACTION**
8 **DECLARATORY RELIEF**

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

10 6.14 Plaintiff incorporates by reference all foregoing factual allegations.

11 6.15 There is an actual, present, and existing dispute between the parties as to the
12 enforceability of the noncompetition covenants.

13 6.16 Plaintiff and Defendant have genuine and opposing interests in the noncompetition
14 covenants that are direct and substantial.

15 6.17 Plaintiff and the Class are entitled to a final judicial determination that the
16 noncompetition covenants are void and unenforceable pursuant to RCW 49.62.020, RCW
17 49.62.070, and public policy.

18 6.18 Plaintiff and the Class are entitled to a final judicial determination of the amounts
19 owing to Plaintiff and the Class as a result of the noncompetition covenants.

20 **VII. REQUEST FOR RELIEF**

21 Plaintiff, individually and on behalf of the members of the Class, prays for the following
22 relief:

23 1. An Order certifying that this action be maintained as a class action and appointing
24 Plaintiff as Class Representative and her counsel as Class Counsel;

25 2. A temporary restraining order enjoining Defendant from enforcing the
26 noncompetition covenants and from restricting Plaintiff's and Class members' ability to work;

27 3. A permanent injunction enjoining Defendant from enforcing the noncompetition
covenants and from restricting Plaintiff's and Class members' ability to work;

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Solar Energy Company Solgen Power Violated Washington Non-Compete Law, Class Action Alleges](#)
