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

JOSHUA KING, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

BEACON SALES ACQUISITION, INC., a Delaware
corporation

Defendant.

NO.

CLASS ACTION COMPLAINT

Plaintiff Josh King, by his undersigned counsel, for his class action complaint against
Defendant Beacon Sales Acquisition, Inc., alleges as follows:

I. INTRODUCTION

1.1 Nature of Action. Defendant Beacon Sales Acquisition is the largest publicly
traded distributor of roofing materials and complementary building products in North
America. Beacon has employed more than 40 delivery drivers and “loaders” in Washington,
who work to deliver materials from Beacon’s warehouses directly to contractors’ job sites.
Beacon has engaged in a systematic scheme of wage and hour abuses against its Washington
delivery drivers and loaders. These abuses include: (1) failing to provide delivery drivers and
loaders with the rest breaks to which they are entitled; (2) failing to provide delivery drivers

1 and loaders with the meal breaks to which they are entitled; (3) making unlawful deductions
2 from the wages of delivery drivers and loaders wages, including deductions for missed meal
3 breaks; (4) failing to pay all overtime wages to delivery drivers and loaders when they work
4 more than 40 hours in a workweek; and (5) failing to pay delivery drivers and loaders all the
5 wages to which they are entitled. Defendant's deliberate and willful failure to pay these
6 employees their earned wages violates Washington law.

7 1.2 Plaintiff and Class members are current and former Beacon delivery drivers and
8 loaders who have been victimized by Beacon's unlawful compensation practices. This lawsuit
9 is brought as a class action under state law to recover unpaid wages owed to Plaintiff and
10 those similarly situated.

11 II. JURISDICTION AND VENUE

12 2.1 Jurisdiction. Defendant is within the jurisdiction of this Court. Defendant does
13 business in the State of Washington and has operations in King County. Defendant is
14 registered to conduct business in the State of Washington. Defendant has obtained the
15 benefits of the laws of the State of Washington and the Washington retail and labor markets.

16 2.2 Venue. Venue is proper in King County because Defendant operates and
17 transacts business in King County. RCW 4.12.025(1), (3).

18 2.3 Governing Law. The claims asserted on behalf of Plaintiff and Class members in
19 this complaint are brought solely under state law causes of action and are governed
20 exclusively by Washington law.

21 III. PARTIES

22 3.1 Plaintiff Joshua King. Plaintiff Joshua King is a resident of Washington and a
23 commercial truck driver and certified crane operator by trade. Beacon hired Mr. King as a
24 delivery driver on September 4, 2019, to deliver products from Beacon's facility in
25 Woodinville, Washington. Mr. King later transferred to Beacon's facility in Snohomish,
26 Washington. Mr. King drives a large conveyor truck and operates Beacon's truck cranes,
27

1 a. Whether Beacon has engaged in a common course of failing to provide
2 Class members with a ten-minute rest break for every four hours of work;

3 b. Whether Beacon has engaged in a common course of requiring Class
4 members to work more than three consecutive hours without a rest break;

5 c. Whether Beacon has engaged in a common course of failing to ensure
6 that Class members have received the rest breaks to which they are entitled;

7 d. Whether Beacon has engaged in a common course of failing to provide
8 Class members with a thirty-minute meal break for every five hours of work;

9 e. Whether Beacon has engaged in a common course of failing to ensure
10 that Class members have received the meal breaks to which they are entitled;

11 f. Whether Beacon has engaged in a common course of failing to pay Class
12 members all of the overtime wages to which they are entitled;

13 g. Whether Beacon has engaged in a common course of failing to pay Class
14 members all the wages to which they are entitled;

15 h. Whether Beacon failed to keep true and accurate records of the hours
16 worked, rates of pay, gross wages, and all deductions for each pay period;

17 i. Whether Beacon failed to furnish itemized pay statements to Plaintiff
18 and Class members;

19 j. Whether Beacon willfully deprived Plaintiff and Class members of the
20 wages to which they were entitled;

21 k. Whether Beacon has violated RCW 49.12.020;

22 l. Whether Beacon has violated WAC 296-126-092;

23 m. Whether Beacon has violated RCW 49.46.130

24 n. Whether Beacon has violated RCW 49.46.090;

25 o. Whether Beacon has violated RCW 49.48.010;

26 p. Whether Beacon has violated WAC 296-126-025;

27

- 1 q. Whether Beacon has violated WAC 296-126-028;
2 r. Whether Beacon has violated RCW 49.52.050; and
3 s. The nature and extent of class-wide injury and the measure of
4 compensation for such injury.

5 4.4 Typicality. Plaintiff's claims are typical of the claims of the members of the Class
6 because Plaintiff delivered building products for Defendant in Washington. The claims of
7 Plaintiff, like the claims of the Class, arise out of the same common course of conduct by
8 Defendant and are based on the same legal and remedial theories.

9 4.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
10 Plaintiff has retained competent and capable attorneys who are experienced trial lawyers with
11 significant experience in complex and class action litigation, including employment law.
12 Plaintiff and his counsel are committed to prosecuting this action vigorously on behalf of the
13 Class and have the financial resources to do so. Neither Plaintiff nor his counsel have interests
14 that are contrary to or that conflict with those of the proposed Class.

15 4.6 Predominance. Beacon has engaged in a common course of wage and hour
16 abuse toward Plaintiff and members of the Class. The common issues arising from this
17 conduct that affect Plaintiff and members of the Class predominate over any individual issues.

18 4.7 Superiority. Plaintiff and Class members have suffered and will continue to
19 suffer harm and damages as a result of Beacon's unlawful and wrongful conduct. Absent a
20 class action, however, most Class members likely would find the cost of litigating their claims
21 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
22 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
23 provides a forum for small claimants, and deters illegal activities. There will be no significant
24 difficulty in the management of this case as a class action. The Class members are readily
25 identifiable from Beacon's records.

V. SUMMARY OF FACTUAL ALLEGATIONS

1
2 5.1 Beacon has engaged in, and continues to engage in, a common course of wage
3 and hour abuse against its delivery employees in the state of Washington.

4 5.2 Failure to provide rest breaks. Beacon has engaged in a common course of
5 failing to provide Plaintiff and Class members with a paid ten-minute rest break for every four
6 hours of work. Beacon schedules deliveries back-to-back and often adds additional deliveries
7 mid-day. Rest breaks are not scheduled into the workday and Beacon's scheduling does not
8 leave sufficient time for drivers and loaders to take breaks. As a result, drivers and loaders are
9 rarely able to take ten-minute rest breaks during their shift.

10 5.3 Beacon has engaged in a common course of requiring or permitting Plaintiff
11 and Class members to work more than three consecutive hours without a rest break.

12 5.4 Beacon has engaged in a common course of failing to ensure Plaintiff and Class
13 members have taken the rest breaks to which they are entitled.

14 5.5 Beacon has engaged in a common course of failing to provide Plaintiff and Class
15 members with ten minutes of additional pay for each missed rest break.

16 5.6 Each time a delivery driver or loader misses a rest break, Beacon receives the
17 benefit of 10 minutes worked without paying for the time worked.

18 5.7 Failure to provide meal breaks. Beacon has engaged in a common course of
19 failing to provide Plaintiff and Class members with a 30-minute meal break for every five
20 hours of work. Beacon does not schedule lunch breaks and its delivery schedule does not
21 leave sufficient time for drivers and loaders to take 30-minute lunch breaks. Drivers and
22 loaders are routinely on duty for more than 10 hours without any lunch break at all.

23 5.8 Beacon has engaged in a common course of requiring or permitting Plaintiff
24 and Class members to work more than five consecutive hours without a meal break.

25 5.9 Beacon has engaged in a common course of failing to ensure Plaintiff and Class
26 members have received the meal breaks to which they are entitled.

1 employees for a workweek longer than forty hours unless such employee receives
2 compensation for his or her employment in excess of the hours above specified at a rate not
3 less than one and one-half times the regular rate at which he or she is employed.”

4 8.2 Defendant failed to pay Plaintiff and Class members for all hours worked over
5 forty in a week at a rate of not less than one and one-half times their regular rate of pay,
6 including time for missed rest and meal breaks and time deducted for meal breaks Plaintiff
7 and Class members did not receive.

8 8.3 By the actions alleged above, Defendant has violated the provisions of RCW
9 49.46.130.

10 8.4 As a result of these unlawful acts, Plaintiff and Class members have been
11 deprived of compensation in amounts to be determined at trial and pursuant to RCW
12 49.46.090, Plaintiff and Class members are entitled to recovery of such damages, including
13 interest thereon, as well as attorneys’ fees and costs.

14 **IX. FOURTH CLAIM FOR RELIEF**
15 **(Violation of RCW 49.46.090 — Payment of Wages Less Than Entitled)**

16 9.1 Plaintiff and the Class reallege and incorporate by reference each and every
17 allegation set forth in the preceding paragraphs.

18 9.2 Under RCW 49.46.090, employers must pay employees all wages to which they
19 are entitled under the Washington Minimum Wage Act (WMWA).

20 9.3 By the actions alleged above, Beacon has violated the provisions of RCW
21 49.46.090, including by failing to pay any wage whatsoever to Plaintiff and Class members for
22 their missed rest and meal breaks, and failing to pay overtime wages to which Plaintiff and
23 Class members were entitled.

24 9.4 RCW 49.46.010 defines “wage” as “compensation due to an employee by
25 reason of employment, payable in legal tender of the United States or checks on banks
26 convertible into cash on demand at full face value, subject to such deductions, charges, or
27 allowances as may be permitted by rules of the director.”

1 G. Award pre-judgment and post-judgment interest to Plaintiff and Class
2 members, as provided by law; and

3 H. Grant such other and further relief as this Court deems necessary.
4

5 RESPECTFULLY SUBMITTED AND DATED this 2nd day of September, 2022.

6 TERRELL MARSHALL LAW GROUP PLLC

7 By: /s/ Toby J. Marshall, WSBA #32726

8 Toby J. Marshall, WSBA #32726

9 Email: tmarshall@terrellmarshall.com

Erika L. Nusser, WSBA #40854

10 Email: enusser@terrellmarshall.com

Eric R. Nusser, WSBA #51513

11 Email: eric@terrellmarshall.com

12 936 North 34th Street, Suite 300

Seattle, Washington 98103

13 Telephone: (206) 816-6603

14 Facsimile: (206) 319-5450

15 Douglas Han, WSBA #59429

16 Email: dhan@justicelawcorp.com

Shunt Tatavos-Gharajeh, WSBA #59424

17 Email: statavos@justicelawcorp.com

JUSTICE LAW CORPORATION

18 751 North Fair Oaks Avenue, Suite 101

Pasadena, California 91103

19 Telephone: (818) 230-7502

20 Facsimile: (818) 230-7259

21 *Attorneys for Plaintiff*
22
23
24
25
26
27