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

JOSHUA BILBREY and JAMES H. AVERY, on behalf of themselves and on behalf of all others similarly situated,

Plaintiffs,

v.

GETTY IMAGES (SEATTLE), INC., a Washington Corporation,

Defendant.

Case No. _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiffs Joshua Bilbrey and James H. Avery (“Plaintiffs”), on behalf of themselves and
2 all others similarly situated, complain, and allege the following:

3 **NATURE OF ACTION**

4 1. This is a class action, pursuant to Wash. Super. Ct. Civ. R. 23, seeking damages for
5 Defendant’s failure to reimburse necessarily incurred business expenses, interest, liquidated
6 damages, injunctive relief, reasonable attorneys’ fees and costs, under the City of Seattle Wage
7 Theft Ordinance, Seattle Municipal Code (“SMC”) 14.20.020 and 14.20.090(A), on behalf of
8 Plaintiffs and all other employees of Getty Images (Seattle), Inc. (“Defendant” or “Getty”) who
9 worked remotely from home in Seattle (“Class Members”) at any time from three years prior to
10 the filing of this action through to trial (“Class Period”).

11 **JURISDICTION & VENUE**

12 2. This Court has jurisdiction over Plaintiffs and Class Members’ claims pursuant to
13 SMC 14.20.090(A).

14 3. Defendant is within the jurisdiction of this Court. Defendant has conducted
15 business and has employed Plaintiffs and other individuals in Washington, including Seattle,
16 Washington. Defendant has obtained the benefits of the laws of the State of Washington and
17 Washington retail and labor markets. Defendant has also obtained the benefit of the City of Seattle
18 retail and labor markets.

19 4. Venue is proper in King County, Washington, pursuant to Revised Code of
20 Washington (“RCW”) 4.12.020(3) and 4.12.025. Defendant is a Washington corporation and has
21 its principal place of business located at 605 5th Ave. S, Suite 400, Seattle, Washington 98104.
22 Plaintiffs incurred unreimbursed work expenses and unpaid wages while carrying out their job
23 duties for Defendant in Seattle, King County.

24 **PARTIES**

25 5. Plaintiff Joshua Bilbrey worked as a subscription specialist for Defendant from
26 approximately June 2021 until November 2021.
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1 6. Plaintiff James H. Avery worked as a senior technical recruiter for Defendant from
2 approximately August 2021 until January 2022.

3 7. At all times during their employment, Plaintiffs have been residents of Seattle,
4 Washington, have worked from their home offices in Seattle, and have incurred necessary business
5 expenses in direct consequence of the discharge of their duties for Defendant for which they were
6 not reimbursed.

7 8. Getty is a Washington corporation, with its main office at 605 5th Ave. S., Suite
8 400, Seattle, Washington 98104. Defendant is a visual media company and supplier of stock
9 images, editorial photography, video, and music for business and individual consumers.¹

10 **FACTUAL ALLEGATIONS**

11 ***A. Failure to Reimburse Expenses***

12 9. Throughout the Class Period, Defendant employed Class Members in various
13 positions including secretarial and administrative staff, software engineers, data scientists, sales
14 and marketing, corporate finance, legal, accounting, customer support, and IT support. In response
15 to the COVID-19 pandemic and the Governor’s “stay home, stay healthy” order, during the Class
16 Period Getty closed its Seattle office and directed its employees to work remotely from home until
17 further notice. As part of this directive, Defendant required and/or expected Plaintiffs and Class
18 Members to provide their own remote work offices, and to provide internet connectivity, phone
19 service, equipment and/or office supplies, and utilities at their own expense (“Remote Work
20 Expenses”).

21 10. Thus, in order to fulfill their job duties for Defendant during the Class Period, at
22 the direction of Defendant, Plaintiffs and Class Members incurred necessary out-of-pocket
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27 ¹ Getty Images Holding, Inc., Fiscal 2022 Annual Report, Form 10-K, p. 4 (2022)

1 expenses. Defendant, however, did not reimburse Plaintiffs or Class Members for these expenses
2 each month, fully or at all.

3 11. Upon information and belief, Defendant's direction to Plaintiffs and Class
4 Members to work remotely and direction and/or expectation to pay out of pocket for their Remote
5 Work Expenses and Defendant's failure to reimburse Plaintiffs and Class Members for such
6 expenses were a matter of written common policies and practices applicable to all Class Members.

7 12. Defendant was and is aware, and/or should have been aware, that Class Members
8 regularly incurred Remote Work Expenses in direct consequence of discharging their duties for
9 Defendant. Defendant nevertheless has, throughout the Class Period, failed and refused to reimburse
10 and compensate Class Members for the expenses it requires them to incur in order to perform their job
11 duties while working remotely.

12 13. Plaintiffs and Class Members have been harmed by Defendant's unlawful policies
13 and/or practices in that they have not been indemnified for expenses necessarily incurred in the
14 course of their employment with Defendant, thereby diminishing their agreed-upon compensation,
15 in amounts to be proved at trial.

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17 **CLASS ACTION ALLEGATIONS**

18 14. Plaintiffs bring this case as a class action pursuant to Rule 23 of the Washington
19 Superior Court Civil Rules.

20 15. Upon information and belief, there are at least 100 individuals in the Class.
21 Members of the Class are so numerous that joinder of all members is impractical.

22 16. Plaintiffs' claims are typical of the claims of the Class because they were employees
23 of Getty in Seattle, incurred necessary out-of-pocket expenses in direct consequence of the
24 discharge of their duties for Defendant while working remotely, and were not reimbursed for such
25 expenses at least once a month, or at all.

26 17. Plaintiffs will fairly and adequately represent interests of the Class. Plaintiffs have
27 no conflict of interest with any member of the Class. Plaintiffs have retained competent and
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1 experienced counsel in complex class action litigation. Plaintiffs' counsel has the expertise and
2 financial resources to adequately represent the interests of the Class.

3 18. Common questions of law and fact exist as to all members of the Class and
4 predominate over any questions solely affecting individual members of the Class. Among the
5 questions of law and fact common to the Plaintiffs and the Class are the following:

6 i. Whether Plaintiffs and Class Members incurred expenses in direct
7 consequence of the discharge of their duties or in obedience to the directions of Defendant.

8 ii. Whether the expenses Plaintiffs and Class Members incurred were
9 necessary expenditures;

10 iii. Whether Defendant knew or should have known that Plaintiffs and the Class
11 were incurring necessary business-related expenses working remotely for Defendant;

12 iv. Whether Defendant failed and/or refused to reimburse and indemnify
13 Plaintiffs and Class Members for the expenses they necessarily incurred the discharge of their job
14 duties;

15 v. Whether Defendant's failure to reimburse the expenses incurred by
16 Plaintiffs and Class Members, fully or at all, was the result of, and/or pursuant to, common policies
17 or regular practices of Defendant;

18 vi. Whether Defendant violated SMC 14.20.020 by failing to reimburse
19 Plaintiffs and similarly situated Class Members for their business expenses;

20 vii. Whether Defendant's failure was willful and entitles Plaintiffs and Class
21 Members to liquidated damages under SMC 14.20.090;

22 viii. The proper formula(s) for calculating damages, interest, liquidated
23 damages, and reasonable attorneys' fees and costs, owed to Plaintiffs and the Class Members.

24 ix. Whether Plaintiffs and Class Members are entitled to injunctive relief.

25 19. Class action treatment is superior to any alternative to ensure the fair and efficient
26 adjudication of the controversy alleged herein. Such treatment will permit a large number of
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1 similarly situated persons to prosecute their common claims in a single forum simultaneously,
2 efficiently, and without duplication of effort and expense that numerous individuals would entail.
3 No difficulties are likely to be encountered in the management of this class action that would
4 preclude its maintenance as a class action, and no superior alternative exists for the fair and
5 efficient adjudication of this controversy. The Class Members are readily identifiable from
6 Defendant's employee rosters and/or payroll records.

7 20. Defendant's actions are generally applicable to the entire Class. Prosecution of
8 separate actions by individual members of the Class creates the risk of inconsistent or varying
9 adjudications of the issues presented herein, which, in turn, would establish incompatible standards
10 of conduct for Defendant.

11 21. Because joinder of all members is impractical, a class action is superior to other
12 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
13 amounts at stake for many members of the Class, while substantial, may not be sufficient to enable
14 them to maintain separate suits against Defendant.
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CAUSE OF ACTION

(Wage Theft Under SMC 14.20, et seq.)

16 22. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
17 in the preceding paragraphs.
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19 23. SMC 14.20.020 provides that, for employees who work in Seattle, the "employer
20 shall pay all compensation owed to an employee by reason of employment on an established
21 regular pay day at no longer than monthly payment intervals." SMC 14.20.010 also defines
22 "Compensation" to include "reimbursement for employer expenses" and requires that "an
23 employer shall indemnify the employee for all necessary expenditures or losses incurred by the
24 employee in direct consequence of the discharge of the employee's duties, or of the employee's
25 obedience to the directions of the employer."
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24. In order to discharge their job duties for Defendant while working in Seattle, Plaintiffs and Class Members were required and/or expected by Defendant to provide their own home office space, and to provide and use their own internet connection, phone services, equipment and/or office supplies, and utilities, as described above.

25. Defendant, however, did not reimburse Plaintiffs and Class Members, fully or at all, for the work expenses necessarily incurred by Plaintiffs and Class Members in the discharge of their job duties for Defendant, during each month of their employment with Defendant.

26. By failing to fully reimburse Plaintiffs and Class Members for such expenses, Defendant has violated SMC 14.20.020.

27. Defendant's failure to fully reimburse Plaintiffs and Class Members pursuant to SMC 14.20.020 was willful within the meaning of SMC 14.20 et seq.

28. Plaintiffs and Class Members are entitled to indemnification for these necessary expenditures, plus interest, injunctive relief, liquidated damages, and attorneys' fees and costs, under SMC 14.20.020 and SMC 14.20.090(A).

29. Plaintiffs, on behalf of themselves and Class Members, request relief as described below.

JURY DEMAND

30. Plaintiffs hereby demand trial by jury of their and the Class claims against Defendant.

PRAYER FOR RELIEF

Wherefore, Plaintiffs, on behalf of themselves and the members of the Class, pray for judgment against Defendant as follows:

A. An Order that this action may proceed and be maintained as a class action and certifying the class as defined above;

B. A declaratory judgment that Defendant willfully violated SMC 14.20.020 by failing to indemnify Plaintiffs and Class Members for all necessary expenditures incurred by them in

1 direct consequence of the discharge of their duties, or of their obedience to the directions of the
2 Defendant;

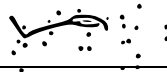
3 C. An award to Plaintiffs and Class Members in the amount of the expenses incurred
4 by them working for Defendant during the Class Period, plus liquidated damages in an additional
5 amount equal to the reimbursement unlawfully withheld during the Class Period, as well as an
6 award of interest, and reasonable attorney's fees and costs;

7 D. Injunctive relief, including but not limited to, a permanent injunction requiring
8 Defendant to comply with SMC 14.20; and

9 E. All other relief this Court deems proper.
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14 DATED: July 12, 2023

Respectfully submitted,



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Attorneys for Plaintiffs and the Putative Class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Says Getty Images Failed to Reimburse Remote Employees for Business Expenses](#)
