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**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

CHERIE BURKE, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ARAMARK SERVICES, INC., a Foreign
Profit Corporation, and **DOES 1-10**, inclusive,

Defendant.

Case No.

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF WASHINGTON'S
WAGE TRANSPARENCY LAW (RCW
49.58.110)**

1 Plaintiff Cherie Burke (“Plaintiff”), by and through her undersigned attorneys and on
2 behalf of herself and all others similarly situated, complains and alleges the following:

3 **I. NATURE OF ACTION**

4 1. This is a class action pursuant to Wash. Super. Ct. Civ. R. 23 against Defendant
5 Aramark Services, Inc. and its subsidiaries and affiliated companies, and DOES 1-10, inclusive
6 (“Doe Defendants”) (together “Defendant”), for engaging in a systematic scheme of failing to
7 include the wage scale, salary range, and/or a general description of all benefits and other
8 compensation to be offered in job openings.

9 2. Plaintiff seeks statutory penalties, attorneys’ fees, and costs for Defendant’s failure
10 to include the wage scale, salary range, and/or a general description of all benefits and other
11 compensation to be offered in its job openings under RCW 49.58.110 and 49.58.070(1)

12 **II. THE PARTIES**

13 3. Plaintiff, who at all relevant times was a resident of Renton, Washington, applied
14 for a job position in Washington State with Defendant in or around November 2023. Defendant’s
15 job postings do not disclose the wage scale, salary range, or a general description of the benefits
16 and other compensation to be offered. Plaintiff seeks to represent a class of all individuals who,
17 from January 1, 2023 through the present (the “Class Period”) applied for a job in the State of
18 Washington with Defendant where the job posting did not disclose the wage scale or salary range
19 for the position.

20 4. Defendant is a Foreign Profit Corporation with its headquarters in Philadelphia,
21 Pennsylvania. Defendant is an American food service and facilities provider to clients in areas
22 including education, prisons, healthcare, business, and leisure. Defendant has a network of
23 operations in the United States and within Washington.

24 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
25 associate, or otherwise, of Doe Defendants sued herein as DOES 1 through 10, inclusive, and,
26 therefore, sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to
27 allege their true names and capacities when ascertained. Plaintiff is informed and believes and
28 thereon alleges that each of these fictitiously named Doe Defendants is responsible in some manner

1 for the occurrences herein alleged, in that they were prospective employers or prospective co-
2 employers of Plaintiff and the Class, and that Plaintiff's damages, as herein alleged, were
3 proximately caused by such Doe Defendants.

4 **III. JURISDICTION & VENUE**

5 6. This Court has jurisdiction over this action to recover damages pursuant to RCW
6 4.12.025(1)(a) and RCW 49.58.070(1).

7 7. Venue is proper in Pierce County, pursuant to RCW 4.12.025(1), because it is a
8 county in which Defendant transacts business. Defendant transacts business in Pierce County
9 during the Class Period. Venue is, therefore, proper in Pierce County.

10 **IV. FACTUAL ALLEGATIONS**

11 8. On information and belief, during the Class Period, Defendant fielded employment
12 applications from hundreds of individuals for jobs in Washington State.

13 9. Facts and Law Regarding Defendant's Violations of RCW 49.58.110(1): Effective
14 January 1, 2023, employers in Washington must disclose in each posting for each job opening, the
15 wage scale or salary range and a general description of all of the benefits and other compensation
16 to be offered to the hired applicant. RCW 49.58.110(1). For the purposes of RCW 49.58.110,
17 "posting" means any solicitation intended to recruit job applicants for a specific available position,
18 including recruitment done directly by an employer *or indirectly through a third party*, and
19 includes any postings done electronically, or with a printed hard copy, that includes qualifications
20 for desired applicants. RCW 49.58.110(1) (emphasis added). This section only applies to
21 employers with 15 or more employees. RCW 49.58.110(3). At all relevant times, Defendant
22 employed more than 15 individuals.

23 10. From January 1, 2023 to the present, Plaintiff and the Class Members applied to
24 job openings with Defendant for positions located in Washington State where Defendant's job
25 postings did not disclose the wage scale, salary range, and/or a general description of the benefits
26 and other compensation to be offered.

27 11. Specifically, in or around November 2023, Plaintiff applied for a job opening in
28 Washington State with Defendant. Defendant's job postings do not disclose the wage scale, salary

1 range, or a general description of the benefits and other compensation to be offered. A true and
2 correct copy of Defendant’s job posting on Indeed is attached hereto as **Exhibit A** (last accessed
3 May 16, 2024), which states as to compensation, “Pay: From \$16.50 per hour.” There was and is
4 no range of possible salaries stated, nor was or is there any wage scale of what employees earn
5 included in the job postings. On information and belief, most or all of Defendant’s job postings
6 for jobs in Washington include the same language when referring to compensation, including those
7 job postings done indirectly through a third party.

8 12. Plaintiff and the Class Members lost valuable time applying for jobs with
9 Defendant for which the wage scale or salary range was not disclosed to them.

10 13. 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 **V. CLASS ACTION ALLEGATIONS**

14 14. Plaintiff brings this case as a class action pursuant to CR 23 on behalf of the
15 following Class (the “Class” or “Class Members”):

16 **All individuals who, from January 1, 2023 through the present**
17 **(the “Class Period”) applied for a job opening in the State of**
18 **Washington with Defendant where the job posting did not**
19 **disclose the wage scale or salary range for the position¹**

20 15. Plaintiff reserves the right to amend or modify the class descriptions with greater
21 specificity, by division into subclasses, or by limitation to particular issues.

22 16. On information and belief, there are estimated to be hundreds of individuals in the
23 Class. Given Defendant’s systemic failure to comply with RCW 49.58.110(1), the members of the
24 Class are so numerous that joinder of all members is impractical.

25 17. Plaintiff’s claims are typical of the claims of the members of the Class because she

26
27 ¹ Plaintiff reserves the right to modify the Class definition at a later date to conform to new facts learned, including
28 the properly named entity Defendant(s). Plaintiff also reserves the right to move for certification on certain claims as to certain subclasses.

1 and they applied for employment with Defendant during the Class Period and she and they
2 sustained damages arising out of Defendant's failure to include the wage scale and salary range on
3 job postings during the Class Period.

4 18. Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff has
5 no conflict of interest with any member of the Class. Plaintiff has retained competent and
6 experienced counsel in complex class action litigation. Plaintiff's counsel has the expertise and
7 financial resources to adequately represent the interests of the Class.

8 19. Common questions of law and fact exist as to all members of the Class and
9 predominate over any questions solely affecting individual members of the Class. Among the
10 questions of law and fact common to the Plaintiff and the Class are the following:

11 a. Whether Plaintiff and Class Members applied for jobs with Defendant during the
12 Class Period where Defendant's job postings failed to include the wage scale, salary range, and/or
13 a general description of the benefits and other compensation to be offered;

14 b. Whether Defendant violated RCW 49.58.110(1) by failing to disclose the wage
15 scale, salary range, and/or a general description of the benefits and other compensation to be
16 offered in job postings during the Class Period;

17 c. The proper formula(s) for calculating damages and interest owed to Plaintiff and
18 Class Members; and

19 d. The nature and extent of class-wide damages and the measure of damages for the
20 Class.

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

1 21. Defendant's actions are generally applicable to each member of the Class.
2 Prosecution of separate actions by individual members of the Class creates the risk of inconsistent
3 or varying adjudications of the issues presented herein, which, in turn, would establish
4 incompatible standards of conduct for Defendant.

5 22. Because joinder of all members is impractical, a class action is superior to other
6 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
7 amounts at stake for many members of the Class, while substantial, may not be sufficient to enable
8 them to maintain separate suits against Defendant.

9
10 **VI. CAUSE OF ACTION**
Violation of RCW 49.58.110

11 23. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
12 in the preceding paragraphs.

13 24. Effective January 1, 2023, employers must disclose in each posting for each job
14 opening, the wage scale or salary range and a general description of all of the benefits and other
15 compensation to be offered to the hired applicant. RCW 49.58.110(1). For the purposes of RCW
16 49.58.110, "posting" means any solicitation intended to recruit job applicants for a specific
17 available position, including recruitment done directly by an employer or indirectly through a third
18 party, and includes any postings done electronically, or with a printed hard copy, that includes
19 qualifications for desired applicants. RCW 49.58.110(1). This section only applies to employers
20 with 15 or more employees. RCW 49.58.110(3).

21 25. As described above, Defendant did not disclose the wage scale, salary range, and/or
22 a general description of the benefits and other compensation to be offered in its job postings.

23 26. Starting January 1, 2023, Plaintiff and the Class applied for job openings with
24 Defendant where the job postings did not disclose the wage scale, salary range, and/or a general
25 description of the benefits and other compensation to be offered. Accordingly, Defendant violated
26 RCW 49.58.110(1).

27 27. A job applicant or an employee is entitled to the remedies in RCW 49.58.060 and
28 49.58.070 for violations of this section. RCW 49.58.110(4). An employee may bring a civil against

1 an employer for . . . actual damages; statutory damages equal to the actual damages or five
2 thousand dollars, whichever is greater; interest of one percent per month on all compensation
3 owed; and costs and reasonable attorneys' fees. The court may also order reinstatement and
4 injunctive relief. RCW 49.58.070(1).

5 28. Plaintiff and Class Members are entitled to actual or statutory damages, plus
6 interest, and attorneys' fees and costs, under RCW 49.58.070(1).

7 **VII. PRAYER FOR RELIEF**

8 Wherefore, Plaintiff, on behalf of herself and the members of the Class, prays for judgment
9 against Defendant as follows:

10 A. An Order that this action may proceed and be maintained as a class action,
11 certifying the Class as defined above for the Class Period defined above;

12 B. A declaratory judgment that Defendant violated RCW 49.58.110(1);

13 C. An award of statutory damages equal to Plaintiff and Class Members actual
14 damages or five thousand dollars, whichever is greater, pursuant to RCW 49.58.070(1), plus
15 interest, and reasonable attorneys' fees and costs; and

16 D. All other relief this Court deems proper.

17 Dated this 20th day of May, 2024.

Respectfully submitted,

18 **ACKERMANN & TILAJEF, P.C.**

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20
21 By:



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