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

RAYMOND HUBBARD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ACCEL SCHOOLS LLC, a foreign limited
liability company doing business as
VIRTUAL PREPARATORY ACADEMY of
WASHINGTON; and DOES 1-20, as yet
unknown Washington entities,

Defendants.

No. 24-2-14258-4 SEA

**CLASS ACTION COMPLAINT FOR
DISCRIMINATION**

Plaintiff Raymond Hubbard (“Plaintiff”), on behalf of himself and all others similarly
situated (the “Class”), by and through counsel, brings this Class Action Complaint against
Defendant Accel Schools LLC (“Defendant”) and alleges, upon personal knowledge as to
Plaintiff’s own actions and Plaintiff’s counsel’s investigations, and upon information and belief
as to all other matters, as follows:

I. NATURE OF THE EPOA

1. This is a class action lawsuit to remedy Defendant’s ongoing violation of Plaintiff
and the Class members’ civil rights.

2. Effective January 1, 2023, employers with 15 or more employees must disclose,
in each posting for each job opening, the wage scale or salary range and a general description of

1 all of the benefits and other compensation being offered to the hired applicant. *See* RCW
2 49.58.110(1).

3 3. The Washington Legislature finds that “despite existing equal pay laws, there
4 continues to be a gap in wages and advancement opportunities among workers in Washington.”
5 RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower
6 pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(b).

7 4. This lawsuit follows important, recent research which revealed pervasive pay
8 disparity in Washington with respect to both women and other protected classes. In particular, the
9 study found that women are paid 78 cents for every dollar paid to men—a decline from 80 cents
10 to the dollar a decade ago. *See* Alison Saldanha, *Seattle’s pay gap between women and men just*
11 *won’t stop growing* (Mar. 8, 2024), [https://www.seattletimes.com/business/seattle-hits-rock-](https://www.seattletimes.com/business/seattle-hits-rock-bottom-in-terms-of-the-pay-gap-between-women-and-men/)
12 [bottom-in-terms-of-the-pay-gap-between-women-and-men/](https://www.seattletimes.com/business/seattle-hits-rock-bottom-in-terms-of-the-pay-gap-between-women-and-men/).

13 5. “Some folks do not have the networks or ability to negotiate salaries. Salaries vary
14 wildly in companies within the same industry and applicants do not have the ability to know what
15 the value of the position is.” Engrossed Substitute S.B. 5761 House Bill Report, 67th Leg., Reg.
16 Sess. (Wash. 2022). The pay transparency provision of the Washington Equal Pay and
17 Opportunities Act (“EPOA”), RCW 49.58.110, “allows a discussion at the start of the process
18 instead of after an offer has been made, which will increase the ability to negotiate pay.” *Id.*
19 Additionally, “[m]any candidates spend hours going through rounds of interviews only to find
20 out they can’t live on the offered pay.” Engrossed Substitute S.B. 5761 Senate Bill Report, 67th
21 Leg., Reg. Sess. (Wash. 2022). The EPOA makes Washington “more competitive” for job
22 seekers. *Id.*

23 6. “[P]ay range disclosures function primarily to correct information asymmetry:
24 they give applicants access to key information that only the employer may know. This information
25 is essential to help job candidates, particularly females and candidates in other protected classes,
26 to achieve equal pay when faced with negotiating a starting salary. Pay range disclosures also
27 stand to help current employees discover if they are being underpaid, either to ask for more or

1 equitable compensation or, if the employee suspects discrimination, to initiate an enforcement
2 action.” Stephanie Bornstein, *The Enforcement Value of Disclosure*, 72 Duke L.J. 1771, 1789
3 (2023).

4 7. “[T]he duty to disclose a pay range and to do so publicly goes further, serving
5 other important purposes of a disclosure scheme. It may induce behavior-forcing effects by
6 requiring an employer to identify the pay received by other employees currently in the position
7 and set new employee pay comparably. The goal is that the employer will create pay uniformity
8 based on the position itself rather than the person holding the position.” *Id.* at 1790.

9 8. “That pay range postings are public creates additional pressure on employers to
10 provide accurate and fair salary ranges that will attract the best job applicants. And setting pay in
11 a range to which an employer has publicly pre-committed may likely limit the role that even
12 unconscious gender and racial biases play in pay setting.” *Id.*

13 9. On January 1, 2021, the State of Colorado enacted a similar pay transparency law
14 that requires online job postings to include information about the expected salary of the position.
15 “One early study of the Colorado pay range posting law showed that, among firms that complied,
16 posted job salaries increased by 3.6 percent.” *Id.* (citing David Arnold, Simon Quach & Bledi
17 Taska, *The Impact of Pay Transparency in Job Postings on the Labor Market 2* (Aug. 17, 2022)
18 (unpublished manuscript), <https://perma.cc/KBQ5-L9U2>.

19 10. This is a class action on behalf of individuals who applied to job openings with the
20 Defendant where the job postings did not include the wage scale or salary range being offered in
21 direct violation of RCW 49.58.110.

22 11. Plaintiff and the Class seek injunctive relief to address Defendant’s refusal to
23 include a wage scale or salary range in its job postings, and statutory damages pursuant to RCW
24 49.58.070 and RCW 49.58.110.

25 **II. JURISDICTION AND VENUE**

26 12. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.
27

1 29. However, Defendant withheld the rate of pay for the open position in the job
2 posting and throughout the application process, forcing Plaintiff to complete the entire application
3 process without learning the rate of pay.

4 30. A true and correct copy of Defendant's job posting that Plaintiff responded to is
5 attached hereto as Exhibit 1.

6 31. As a result of Defendant's refusal to publish the wage scale or salary range within
7 the job posting, Plaintiff was unable to determine the rate of pay for the position.

8 32. As a result of Defendant's refusal to disclose the wage scale or salary range in the
9 job posting, Plaintiff remains unable to evaluate the pay for the position and compare that pay to
10 other available positions in the marketplace, which negatively impacts Plaintiff's current and
11 lifetime wages.

12 33. As a result of Defendant's refusal to disclose the wage scale or salary range in job
13 postings, Plaintiff's ability to negotiate pay remains adversely affected.

14 34. Plaintiff lost valuable time applying for a position for which the wage scale or
15 salary range being offered was not disclosed. As noted by the Legislature, "[m]any candidates
16 spend hours going through rounds of interviews only to find out they can't live on the offered
17 pay." Engrossed Substitute S.B. 5761 Senate Bill Report, 67th Leg., Reg. Sess. (Wash. 2022).

18 35. Plaintiff has experienced economic and non-economic harm as a direct result of
19 Defendant's discriminatory hiring practices, its violation of RCW 49.58.110, and its contribution
20 to wage inequality as a result of its refusal to post a wage scale or salary range in the job postings
21 it publishes.

22 36. Plaintiff and the Class are victims of Defendant's discriminatory hiring practices,
23 which are specifically prohibited by RCW 49.58.110.

24 37. Defendant engaged in a common course of conduct of failing to disclose the wage
25 scale or salary range in the job postings to which Plaintiff and the Class applied.

26 38. As a result of Defendant's systemic violations of RCW 49.58.110, and the EPOA
27 generally, the Class has experienced harm identical to that experienced by Plaintiff.

1 39. Plaintiff and each Class member seek statutory damages of \$5,000, plus their
2 reasonable attorneys' fees and costs.

3 **V. CLASS ACTION ALLEGATIONS**

4 40. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a
5 class action against Defendant on behalf of the Class defined as follows (the "Class"):

6 All individuals who, from January 1, 2023, through the date notice
7 is provided to the Class, applied for a job opening in the State of
8 Washington with Accel Schools LLC, where the job posting did not
disclose a wage scale or salary range.

9 41. Excluded from the Class are the Defendant and Defendant's officers, directors,
10 and independent contractors, and any judge to whom this case is assigned, as well as his or her
11 staff and immediate family.

12 42. Numerosity. There are potentially dozens of individuals who applied for jobs with
13 Defendant within the time period relevant to this matter. Joinder of all such individuals is
14 impracticable. Further, the disposition of all claims of the Class in a single action will provide
15 substantial benefits and efficiency to all parties and to the Court.

16 43. Commonality. Because the Class members applied for job openings that did not
17 disclose the wage scale or salary range being offered, this is a straightforward matter of
18 determining whether Defendant's actions violate Washington law, and, if so, assessing statutory
19 damages.

20 44. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
21 the Class members applied for job openings with Defendant that did not disclose the wage scale
22 or salary range being offered.

23 45. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
24 Plaintiff has retained competent and capable attorneys with substantial experience in complex
25 class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action
26 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
27 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

1 DATED June 25, 2024

EMERY | REDDY, PLLC

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