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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 13. Venue is proper in this Court pursuant to RCW 4.12.025 because the acts and
2 omissions alleged took place, in whole or in part, in King County, Washington, and Defendant
3 resides and transacts business in King County, Washington.

4 14. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28
5 U.S.C. § 1332(d)(4)(A), because: (a) all members of the Class are applicants of a Washington
6 employer, or were applicants of a Washington employer, at all times relevant to their interactions
7 with Defendant; (b) Defendant is registered to conduct business, and regularly transacts business,
8 within Washington; (c) the alleged conduct of Defendant occurred within Washington; and (d)
9 the injuries to Plaintiff and the Class occurred within Washington. Alternatively, federal
10 jurisdiction is inappropriate under the Class Action Fairness Act because: (a) pursuant to 28
11 U.S.C. § 1332(d)(4)(B), more than two-thirds of the Class reside in Washington; and (b) pursuant
12 to 28 U.S.C. § 1332(d)(2), the amount in controversy does not exceed the sum or value of
13 \$5,000,000, exclusive of interest and costs.

14 **III. PARTIES**

15 15. Plaintiff Raymond Hubbard resides in King County, Washington and applied for
16 a position with Defendants in Federal Way, King County, Washington.

17 16. Defendant Accel Schools LLC is a foreign limited liability company that regularly
18 transacts business in King County, Washington, and has advertised jobs in Federal Way, King
19 County, Washington that expressly target Washington citizens.

20 17. Plaintiff is currently unaware of the true names and capacities of the defendants
21 sued herein under fictitious names Does 1-20, inclusive, and therefore sues such defendants by
22 such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names
23 and capacities of the fictitiously named defendants when their true names and capacities have
24 been ascertained. Plaintiff is informed and believes, and thereon alleges, each of the fictitiously
25 named defendants is legally responsible in some manner for the events and occurrences alleged
26 herein, and for the damages suffered by Plaintiff and the Class.

1 **IV. STATEMENT OF FACTS**

2 18. Effective January 1, 2023, all Washington employers with 15 or more employees
3 are required to disclose, in each posting for each job opening, the wage scale or salary range, and
4 a general description of all of the benefits and other compensation being offered to the hired
5 applicant. *See* RCW 49.58.110.

6 19. For the purposes of RCW 49.58.110, “posting” means any solicitation intended to
7 recruit job applicants for a specific available position, including recruitment done directly by an
8 employer or indirectly through a third party, and includes any postings done electronically, or
9 with a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).

10 20. Defendant employs more than 15 individuals.

11 21. From January 1, 2023 to the present, Plaintiff and more than 40 Class members
12 applied to job openings with Defendant for positions located in Washington where the postings
13 did not disclose the wage scale or salary range being offered.

14 22. Despite RCW 49.58.110 becoming effective January 1, 2023, Defendant continues
15 to withhold pay information in some, if not all, of its job postings for Washington-based positions.

16 23. As of the date of this filing, Defendant continues to employ discriminatory hiring
17 practices as a result of its ongoing refusal to comply with RCW 49.58.110.

18 24. Defendant’s refusal to post a wage scale or salary range in job postings is a
19 violation of Plaintiff and the Class members’ civil rights, as specifically defined by RCW
20 49.58.110

21 25. On or about May 15, 2024, Plaintiff applied for a job opening in King County,
22 Washington with Defendant.

23 26. Plaintiff was qualified to perform the position for which he applied.

24 27. The job posting for the job opening Plaintiff applied to did not disclose the wage
25 scale or salary range being offered.

26 28. In working through the application process, Plaintiff expected that at some point
27 he would learn the rate of pay for the open position.

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 46. Predominance. Defendant has engaged in a common course of conduct of failing
 2 to disclose the wage scale or salary range being offered in job postings in violation of RCW
 3 49.58.110. The common issues arising from Defendant’s unlawful conduct affect Plaintiff and
 4 Class members and predominate over any individual issues. Adjudication of these common issues
 5 in a single action has the important and desirable advantage of judicial economy.

6 47. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
 7 and damages as a result of Defendant’s unlawful and wrongful conduct. Absent a class action,
 8 however, most Class members would find the cost of litigating their claims prohibitive, especially
 9 when that cost is balanced against each individual’s respective potential award. Class treatment
 10 is superior to multiple individual lawsuits or piecemeal litigation because it conserves judicial
 11 resources, promotes consistency and efficiency of adjudication, provides a forum for claimants
 12 with smaller cases and those with few resources, and deters illegal activities. There will be no
 13 significant difficulty in the management of this case as a class action. The Class members and the
 14 job postings to which they applied are readily identifiable through Defendant’s own records.

15 **VI. CAUSE OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF RCW 49.58.110**

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

19 48. Plaintiff incorporates by reference all foregoing factual allegations and realleges
 20 them as though fully set forth herein.

21 49. As described more fully above, Defendant did not disclose the wage scale or salary
 22 range being offered to Plaintiff and Class members in its job postings seeking workers to work in
 23 Washington.

24 50. On or after January 1, 2023, Plaintiff and the Class members applied for job
 25 openings with the Defendant where the job postings did not disclose the wage scale or salary
 26 range being offered.

27 51. Defendant’s actions and omissions violate RCW 49.58.110.

1 DATED June 25, 2024

EMERY | REDDY, PLLC

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3 By: /s/ Timothy W. Emery
4 Timothy W. Emery, WSBA No. 34078
5 Patrick B. Reddy, WSBA No. 34092
6 Paul Cipriani, WSBA No. 59991
7 Emery Reddy, PLLC
8 600 Stewart Street, Suite 1100
9 Seattle, WA 98101
10 Phone: (206) 442-9106
11 Fax: (206) 441-9711
12 Email: emeryt@emeryreddy.com
13 Email: reddyp@emeryreddy.com
14 Email: paul@emeryreddy.com
15 *Attorneys for Plaintiff Raymond Hubbard*
16
17
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Accel Schools Facing Class Action Lawsuit in Washington Over Allegedly Noncompliant Job Postings](#)
