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**IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING AT SEATTLE**

**IARJAMANNI JONES and JAMES
RUSSELL NORMAN**, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

POTBELLY SANDWICH WORKS, LLC,
a Foreign Limited Liability Company;
SOUND SANDWICH, LLC, a Washington
Limited Liability Company; and **DOES 1-10**,
inclusive,

Defendants.

Case No.

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

1 Plaintiffs Iarjamanni Jones and James Russell Norman (“Plaintiffs”), by and through their
2 undersigned attorneys and on behalf of themselves and all others similarly situated, allege the
3 following:

4 **I. NATURE OF ACTION**

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

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

13 **II. THE PARTIES**

14 3. Plaintiff Iarjamanni Jones, who at all relevant times was a resident of Seattle,
15 Washington, applied for a job position in Washington State with Defendants in or around July
16 2023. Plaintiff James Russell Norman, who at all relevant times was a resident of Redmond,
17 Washington, applied for a job position in Washington State with Defendants in or around May
18 2024. Defendants’ job postings do not disclose the wage scale, salary range, or a general
19 description of the benefits and other compensation to be offered. Plaintiffs applied for the jobs in
20 good faith with the genuine intent of gaining employment, and as such, became personally exposed
21 to risk of harm caused by Defendant’s violations. Plaintiffs seek to represent a class of all
22 individuals who, from January 1, 2023 through the present (the “Class Period”), applied for a job
23 in the State of Washington with Defendants, where the job posting did not disclose the wage scale
24 or salary range for the position.

25 4. Defendant Potbelly Sandwich Works, LLC is a foreign Limited Liability Company,
26 with its headquarters located in Chicago, Illinois. On information and belief, Defendant Potbelly
27 Sandwich Works, LLC owns and operates several Potbelly Sandwich Shop locations in the State
28 of Washington.

1 5. Defendant Sound Sandwich, LLC is a Washington limited liability company, with
2 its headquarters located in Las Vegas, Nevada. On information and belief, Defendant Sound
3 Sandwich, LLC owns and operates several Potbelly Sandwich Shop locations in the State of
4 Washington.

5 6. Plaintiffs are ignorant of the true names and capacities, whether individual,
6 corporate, associate, or otherwise, of Doe Defendants sued herein as DOES 1 through 10,
7 inclusive, and, therefore, sues these Defendants by such fictitious names. Plaintiffs will amend this
8 Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and
9 believe and thereon allege that each of these fictitiously named Doe Defendants is responsible in
10 some manner for the occurrences herein alleged, in that they were prospective employers or
11 prospective co-employers of Plaintiffs and the Class, and that Plaintiffs' damages, as herein
12 alleged, were proximately caused by such Doe Defendants.

13 **III. JURISDICTION & VENUE**

14 7. This Court has jurisdiction over this action to recover damages pursuant to RCW
15 4.12.025(1)(a) and RCW 49.58.070(1).

16 8. Venue is proper in King County, pursuant to RCW 4.12.025(1), because it is a
17 county in which Defendants transact business. Defendants transact business in King County during
18 the Class Period. Venue is, therefore, proper in King County.

19 **IV. FACTUAL ALLEGATIONS**

20 9. On information and belief, during the Class Period, Defendants fielded employment
21 applications from hundreds of individuals for jobs in Washington State.

22 10. Facts and Law Regarding Defendants' Violations of RCW 49.58.110(1): Effective
23 January 1, 2023, employers in Washington must disclose in each posting for each job opening, the
24 wage scale or salary range and a general description of all of the benefits and other compensation
25 to be offered to the hired applicant. RCW 49.58.110(1). For the purposes of RCW 49.58.110,
26 "posting" means any solicitation intended to recruit job applicants for a specific available position,
27 including recruitment done directly *by an employer or indirectly through a third party*, and
28 includes any postings done electronically, or with a printed hard copy, that includes qualifications

1 for desired applicants. RCW 49.58.110(1) (emphasis added). This section only applies to
2 employers with 15 or more employees. RCW 49.58.110(3). At all relevant times, Defendants
3 employed more than 15 individuals.

4 11. From January 1, 2023 to the present, Plaintiffs and the Class Members applied to
5 job openings with Defendants for positions located in Washington State where Defendants' job
6 postings did not disclose the wage scale, salary range, and/or a general description of the benefits
7 and other compensation to be offered.

8 12. Specifically, in or around July 2023 and May 2024, Plaintiffs applied for job
9 openings in Washington State with Defendants. Defendants' job postings do not disclose the wage
10 scale, salary range, or a general description of the benefits and other compensation to be offered.
11 True and correct copies of Defendants' current job postings on Defendants' website and talent.com
12 are attached hereto as **Exhibit A** (last accessed May 25, 2024), and which are silent as to
13 compensation. There was and is no range of possible salaries stated, nor was or is there any wage
14 scale of what employees earn included in the job postings. On information and belief, most or all
15 of Defendants' job postings for jobs in Washington include the same language when referring to
16 compensation, including those job postings done indirectly through a third party.

17 13. Plaintiffs and the Class Members lost valuable time applying for jobs with
18 Defendants for which the wage scale or salary range was not disclosed to them.

19 14. As a result of Plaintiffs' and Class Members' inability to evaluate the pay for the
20 position, negotiate that pay, and compare that pay to other available positions in the marketplace,
21 Plaintiffs and the Class Members were harmed.

22 **V. CLASS ACTION ALLEGATIONS**

23 15. Plaintiffs bring this case as a class action pursuant to CR 23 on behalf of the
24 following Class (the "Class" or "Class Members"):

25 **All individuals who, from January 1, 2023 through the present**
26 **(the "Class Period") applied for a job opening in the State of**
27 **Washington with Defendants where the job posting did not**
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disclose the wage scale or salary range for the position.¹

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16. Plaintiffs reserve the right to amend or modify the class descriptions with greater specificity, by division into subclasses, or by limitation to particular issues.

17. On information and belief, there are estimated to be hundreds of individuals in the Class. Given Defendants' systemic failure to comply with RCW 49.58.110(1), the members of the Class are so numerous that joinder of all members is impractical.

18. Plaintiffs' claims are typical of the claims of the members of the Class because they applied for employment with Defendants during the Class Period and they sustained damages arising out of Defendants' failure to include the wage scale and salary range on job postings during the Class Period.

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

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

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

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

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

¹ Plaintiffs reserve the right to modify the Class definition at a later date to conform to new facts learned, including the properly named entity Defendants(s). Plaintiffs also reserve the right to move for certification on certain claims as to certain subclasses.

1 d. The nature and extent of class-wide damages and the measure of damages for the
2 Class.

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

11 22. Defendants' actions are generally applicable to each member of the Class.
12 Prosecution of separate actions by individual members of the Class creates the risk of inconsistent
13 or varying adjudications of the issues presented herein, which, in turn, would establish
14 incompatible standards of conduct for Defendants.

15 23. Because joinder of all members is impractical, a class action is superior to other
16 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
17 amounts at stake for many members of the Class, while substantial, may not be sufficient to enable
18 them to maintain separate suits against Defendants.

19 **VI. CAUSE OF ACTION**
20 **Violation of RCW 49.58.110**

21 24. Plaintiffs re-allege and incorporate by reference each and every allegation set forth
22 in the preceding paragraphs.

23 25. Effective January 1, 2023, employers must disclose in each posting for each job
24 opening, the wage scale or salary range and a general description of all of the benefits and other
25 compensation to be offered to the hired applicant. RCW 49.58.110(1). For the purposes of RCW
26 49.58.110, "posting" means any solicitation intended to recruit job applicants for a specific
27 available position, including recruitment done directly by an employer or indirectly through a third
28 party, and includes any postings done electronically, or with a printed hard copy, that includes

1 qualifications for desired applicants. RCW 49.58.110(1). This section only applies to employers
2 with 15 or more employees. RCW 49.58.110(3).

3 26. As described above, Defendants did not disclose the wage scale, salary range,
4 and/or a general description of the benefits and other compensation to be offered in its job postings.

5 27. Starting January 1, 2023, Plaintiffs and the Class applied for job openings with
6 Defendants where the job postings did not disclose the wage scale, salary range, and/or a general
7 description of the benefits and other compensation to be offered. Accordingly, Defendants violated
8 RCW 49.58.110(1).

9 28. A job applicant or an employee is entitled to the remedies in RCW 49.58.060 and
10 49.58.070 for violations of this section. RCW 49.58.110(4). An employee may bring a civil against
11 an employer for . . . actual damages; statutory damages equal to the actual damages or five
12 thousand dollars, whichever is greater; interest of one percent per month on all compensation
13 owed; and costs and reasonable attorneys' fees. The court may also order reinstatement and
14 injunctive relief. RCW 49.58.070(1).

15 29. Plaintiffs and Class Members are entitled to actual or statutory damages, plus
16 interest, and attorneys' fees and costs, under RCW 49.58.070(1).

17 **VII. PRAYER FOR RELIEF**

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

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

22 B. A declaratory judgment that Defendants violated RCW 49.58.110(1);

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

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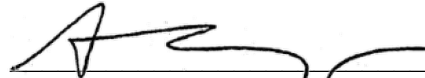
1 D. All other relief this Court deems proper.

2 Dated this 10th day of June, 2024.

Respectfully submitted,

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

4
5 By:



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