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

JOHN MILITO, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

WIZARDS OF THE COAST LLC, a foreign
limited liability company; HASBRO, INC., a
foreign profit corporation; and DOES 1-20, as
yet unknown Washington entities,

Defendants.

No.

**CLASS ACTION COMPLAINT FOR
DISCRIMINATION**

Plaintiff John Milito (“Plaintiff”), on behalf of himself and all others similarly situated (the “Class”), by and through counsel, brings this Class Action Complaint against Defendants Wizards of the Coast LLC and Hasbro, Inc. (collectively, “Defendants”) and alleges, upon personal knowledge as to Plaintiff’s own actions and Plaintiff’s counsel’s investigation, 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 Defendants’ 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 Defendants where the job postings did not include the wage scale or salary range being offered
21 in direct violation of RCW 49.58.110.

22 11. Plaintiff and the Class seek injunctive relief to address Defendants’ refusal to
23 include a wage scale or salary range in their 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 Defendants
3 reside and transact 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 Defendants; (b) Defendants are registered to conduct business, and regularly transact
8 business, within Washington; and (c) the alleged conduct of Defendants occurred within
9 Washington. Alternatively, federal jurisdiction is inappropriate under the Class Action Fairness
10 Act because: (a) pursuant to 28 U.S.C. § 1332(d)(4)(B), more than two-thirds of the Class reside
11 in Washington; and (b) pursuant to 28 U.S.C. § 1332(d)(2), the amount in controversy does not
12 exceed the sum or value of \$5,000,000, exclusive of interest and costs.

13 **III. PARTIES**

14 15. Plaintiff John Milito resides in King County, Washington and applied for a
15 position with Defendants in the State of Washington.

16 16. Defendant Wizards of the Coast LLC is a foreign limited liability company that
17 regularly transacts business in King County, Washington and has multiple offices for the
18 transaction of business in King County, Washington, including at 1107 Lake Washington
19 Boulevard North, Suite 800, Renton, Washington 98056 and 15395 Southeast 30th Place, Suite
20 300, Bellevue, Washington 98007.

21 17. Defendant Hasbro, Inc. is a foreign profit corporation that regularly transacts
22 business in King County, Washington and has multiple offices for the transaction of business in
23 King County, Washington, including at 1107 Lake Washington Boulevard North, Suite 800,
24 Renton, Washington 98056 and 15395 Southeast 30th Place, Suite 300, Bellevue, Washington
25 98007.

26 18. Plaintiff is currently unaware of the true names and capacities of the defendants
27 sued herein under fictitious names Does 1-20, inclusive, and therefore sues such defendants by

1 such fictitious names. Plaintiff will seek leave to amend this Complaint to allege the true names
2 and capacities of the fictitiously named defendants when their true names and capacities have
3 been ascertained. Plaintiff is informed and believes, and thereon alleges, each of the fictitiously
4 named defendants is legally responsible in some manner for the events and occurrences alleged
5 herein, and for the damages suffered by Plaintiff and the Class.

6 **IV. STATEMENT OF FACTS**

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

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

15 21. Defendants employ more than 15 individuals.

16 22. From January 1, 2023 to the present, Plaintiff and more than 40 Class members
17 applied to job openings with Defendants for positions located in Washington where the postings
18 did not disclose the wage scale or salary range being offered.

19 23. Despite RCW 49.58.110 becoming effective January 1, 2023, Defendants continue
20 to withhold pay information in some, if not all, of their job postings for Washington-based
21 positions.

22 24. As of the date of this filing, Defendants continue to employ discriminatory hiring
23 practices as a result of their ongoing refusal to comply with RCW 49.58.110.

24 25. Defendants’ refusal to post a wage scale or salary range in job postings is a
25 violation of Plaintiff and the Class members’ civil rights, as specifically defined by RCW
26 49.58.110.

1 26. On or about May 31, 2024, Plaintiff applied for a job opening in King County,
2 Washington with Defendants.

3 27. Plaintiff was qualified to perform the position for which he applied.

4 28. The posting for the job opening Plaintiff applied to did not disclose the wage scale
5 or salary range being offered.

6 29. In working through the application, Plaintiff expected that at some point he would
7 learn the rate of pay for the open position.

8 30. However, Defendants withheld the rate of pay for the open position in the job
9 posting and throughout the application process, forcing Plaintiff to complete the entire application
10 without learning the rate of pay.

11 31. A true and correct copy of Defendants' job posting that Plaintiff responded to is
12 attached hereto as Exhibit 1.

13 32. As a result of Defendants' refusal to publish the wage scale or salary range within
14 the job posting, Plaintiff was unable to determine the rate of pay for the position.

15 33. As a result of Defendants' refusal to disclose the wage scale or salary range in the
16 job posting, Plaintiff remains unable to evaluate the pay for the position and compare that pay to
17 other available positions in the marketplace, which negatively impacts Plaintiff's current and
18 lifetime wages.

19 34. As a result of Defendants' refusal to disclose the wage scale or salary range in the
20 job posting, Plaintiff's ability to negotiate pay remains adversely affected.

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

25 36. Plaintiff has experienced economic and non-economic harm as a direct result of
26 Defendants' discriminatory hiring practices, their violation of RCW 49.58.110, and their
27

1 contribution to wage inequality as a result of their refusal to post a wage scale or salary range in
2 the job postings they publish.

3 37. Plaintiff and the Class are victims of Defendants' discriminatory hiring practices,
4 which are specifically prohibited by RCW 49.58.110.

5 38. Defendants engaged in a common course of conduct of failing to disclose the wage
6 scale or salary range in the job postings to which Plaintiff and the Class applied.

7 39. As a result of Defendants' systemic violations of RCW 49.58.110, and the EPOA
8 generally, the Class has experienced harm identical to that experienced by Plaintiff.

9 40. Plaintiff and each Class member seek statutory damages of \$5,000, plus their
10 reasonable attorneys' fees and costs.

11 V. CLASS ACTION ALLEGATIONS

12 41. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a
13 class action against Defendants on behalf of the Class defined as follows (the "Class"):

14 All individuals who, from January 1, 2023, through the date notice
15 is provided to the Class, applied for a job opening in the State of
16 Washington with Wizards of the Coast LLC or Hasbro, Inc. where
the job posting did not disclose a wage scale or salary range.

17 42. Excluded from the Class are the Defendants and Defendants' officers, directors,
18 and independent contractors, and any judge to whom this case is assigned, as well as his or her
19 staff and immediate family.

20 43. Numerosity. There are potentially dozens of individuals who applied for jobs with
21 Defendants within the time period relevant to this matter. Joinder of all such individuals is
22 impracticable. Further, the disposition of all claims of the Class in a single action will provide
23 substantial benefits and efficiency to all parties and to the Court.

24 44. Commonality. Because all applicants applied for job openings that did not disclose
25 the wage scale or salary range being offered, this is a straightforward matter of determining
26 whether Defendants' actions violate Washington law, and, if so, assessing statutory damages.
27

1 45. Typicality. Plaintiff’s claims are typical of the claims of the Class. Plaintiff and
2 Class members all applied for job openings with Defendants that did not disclose the wage scale
3 or salary range being offered.

4 46. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
5 Plaintiff has retained competent and capable attorneys with substantial experience in complex
6 class action litigation. Plaintiff and Plaintiff’s counsel are committed to prosecuting this action
7 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
8 Plaintiff’s counsel have interests that are contrary to or that conflict with those of the Class.

9 47. Predominance. Defendants have engaged in a common course of conduct of failing
10 to disclose the wage scale or salary range being offered in job postings in violation of RCW
11 49.58.110. The common issues arising from Defendants’ unlawful conduct affect Plaintiff and
12 Class members and predominate over any individual issues. Adjudication of these common issues
13 in a single action has the important and desirable advantage of judicial economy.

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

23 **VI. CAUSE OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF RCW 49.58.110**

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

27 49. Plaintiff incorporates by reference all foregoing factual allegations and realleges
them as though fully set forth herein.

1 50. As described more fully above, Defendants did not disclose the wage scale or
2 salary range being offered to Plaintiff and Class members in their job postings seeking workers
3 for their Washington locations.

4 51. On or after January 1, 2023, Plaintiff and the Class members applied for job
5 openings with the Defendants where the job postings did not disclose the wage scale or salary
6 range being offered.

7 52. Defendants' actions and omissions violate RCW 49.58.110.

8 53. As a result of Defendants' actions and omissions, Plaintiff and the Class have
9 experienced economic and non-economic harm.

10 54. Plaintiff and the Class seek statutory damages pursuant to RCW 49.58.070 and
11 RCW 49.58.110, as opposed to their actual damages.

12 55. Plaintiff and the Class also seek to recover their costs and reasonable attorneys'
13 fees.

14 **VII. REQUEST FOR RELIEF**

15 Plaintiff, individually and on behalf of the members of the Class, requests that the Court
16 enter judgment against Defendants as follows:

17 56. An order certifying that this action be maintained as a class action and appointing
18 Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

19 57. Statutory damages of \$5,000 to Plaintiff and each Class member pursuant to RCW
20 49.58.070 and RCW 49.58.110;

21 58. Costs and reasonable attorneys' fees pursuant to RCW 49.58.070 and RCW
22 49.58.110;

23 59. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
24 Defendants from engaging in the conduct complained of herein, including, but not limited to, an
25 order requiring Defendants to disclose a wage scale or salary range in job postings for jobs located
26 in Washington;

1 60. Declaratory relief to the effect that Defendants' failure to disclose in each posting
2 for each Washington job opening the wage scale or salary range violates Washington law;

3 61. Pre- and post-judgment interest;

4 62. Leave to amend the Class Action Complaint to conform to the evidence; and

5 63. Any additional or further relief which the Court deems equitable, appropriate, or
6 just.

7
8 DATED June 20, 2024

EMERY | REDDY, PLLC

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