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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

SHAWN SLOVER, Individually
and For Others Similarly Situated.

Plaintiffs,

v.

HPM CORPORATION.

Defendant.

Case No.:
4:18-CV-5180

**CLASS AND
COLLECTIVE ACTION
COMPLAINT**

**JURY TRIAL
DEMANDED**

Plaintiff Shawn Slover (“Slover”) is informed and believes, and on that basis alleges, as follows:

SUMMARY

1. HPM Corporation (HPMC) failed to pay Slover, and other workers like him, overtime as required by the Fair Labor Standards Act (FLSA) and the Revised Code of Washington, Chapter 49.46 *et seq.* (RCW), Washington’s Minimum Wage Act (WMWA), and any relevant



1 regulations and/or rules adopted by the Washington Director of Labor and
2 Industries (collectively, “Washington Wage Laws”).

3 2. Instead, HPMC pays Slover, and other workers like him, the
4 same hourly rate for all hours worked, including those in excess of 40 in a
5 workweek.

6
7 3. HPMC further failed to pay Slover, and other workers like him,
8 for all rest breaks, meal breaks in violation of Washington Wage Laws.

9 4. Slover brings this collective and class action to recover unpaid
10 overtime and other damages.

11
12 **JURISDICTION AND VENUE**

13 5. This Court has original subject matter jurisdiction pursuant to
14 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

15
16 6. The Court has federal jurisdiction over this action pursuant to
17 the jurisdictional provisions of the Class Action Fairness Act, 28 U.S.C. §
18 1332(d). The Court also has supplemental jurisdiction over any state law
19 sub-class pursuant to 28 U.S.C. § 1367.

20
21 7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 a
22 significant portion of the facts giving rise to this lawsuit occurred in this
23 District.

24 8. Slover is a resident of this District and Division
25

THE PARTIES

1
2 9. Slover is an hourly employee of HPMC. His written consent is
3 attached as Exhibit A.

4 10. Slover seeks conditional and final certification of this FLSA
5 collective action under 29 U.S.C. § 216(b).
6

7 11. The class of similarly situated employees sought to be certified
8 as a collective action under the FLSA is defined as:

9 **All hourly employees of HPM Corporation who were,**
10 **at any point in the past 3 years, paid “straight time for**
11 **overtime.” (the “FLSA Class”).**

12 12. Slover also seeks certification of a class under Fed. R. Civ. P.
13 23 to remedy HPM’s violations of the Washington Wage Laws.
14

15 13. The class of similarly situated employees sought to be certified
16 as a class action for the purposes of pursuing their Washington Wage Laws
17 claims is defined as:

18 **All hourly employees of HPM Corporation who worked**
19 **in Washington who were, at any point in the past 3**
20 **years, paid “straight time for overtime” (the**
21 **“Washington Class”).**

22 14. Collectively, the FLSA Class Members and Washington Class
23 Members are referred to as “Class Members.”
24
25

1 15. HPMC provides occupational medicine, occupational safety
2 and health, and project management services to federal government
3 clients and their contractors.

4 16. HPMC is a Washington corporation. HPMC may be served
5 with process by serving its registered agent, Hollie Mooers, 4304 W. 24th
6 Ave. Ste. 100, Kennewick, Washington, 99338-2320.

7
8 **Coverage Under the FLSA**

9 17. At all times hereinafter mentioned, HPMC was and is an
10 employer within the meaning of the Section 3(d) of the FLSA, 29 U.S.C. §
11 203(d).

12 18. At all times hereinafter mentioned, HPMC was and is an
13 enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. §
14 203(r).

15 19. At all relevant times, HPMC was an enterprise engaged in
16 commerce or in the production of goods for commerce within the meaning
17 of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), because HPMC is an
18 engineering firm providing design, consulting, construction and
19 management services throughout this country. Specifically, HPMC was
20 responsible for maintenance of the nuclear waste treatment facility at
21 issue.
22
23
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25

1 28. HPMC pays Slover \$46.16 per hour.

2 29. Slover reports the hours he worked to HPMC on a regular
3 basis.

4 30. Slover is not guaranteed a salary.

5 31. If Slover works fewer than 40 hours in a week, he is paid only
6 for the hours he works.
7

8 32. For example, in the two-week period ending January 5, 2018,
9 Slover was credited for working 74 hours.
10

11 33. For at least one of those weeks, Slover worked less than 40
12 hours.

13 34. HPMC paid Slover for 74 hours during that two-week period.

14 35. But Slover normally worked more than 40 hours in a week.

15 36. For example, in the two-week period ending on August 4,
16 2017, Slover worked 102 hours.
17

18 37. For those two weeks, HPMC paid Slover for 102 hours at his
19 hourly rate of \$46.16 an hour.
20

21 38. The hours Slover worked are reflected in HPMC's records.

22 39. HPMC paid Slover at the same hourly rate for all hours
23 worked, including those in excess of 40 in a workweek.
24
25

1 40. Rather than receiving time and half as required by the FLSA,
2 Slover only received “straight time” pay for overtime hours worked.

3 41. This “straight time for overtime” payment scheme violates the
4 FLSA.

5 42. HPMC was aware of the overtime requirements of the FLSA.

6 43. HPMC nonetheless failed to pay certain hourly employees,
7 such as Slover, overtime.

8 44. HPMC’s failure to pay overtime to these hourly workers was,
9 and is, a willful violation of the FLSA.
10
11

12 **FLSA VIOLATIONS**

13
14 45. By failing to pay Slover and the FLSA Class Members overtime
15 at one-and-one-half times their regular rates, HPMC violated the FLSA’s
16 overtime provisions.

17 46. HPMC owes Slover and the FLSA Class Members the
18 difference between the rate actually paid and the proper overtime rate.

19 47. Any differences in job duties do not detract from the fact that
20 these hourly workers are entitled to overtime pay.
21

22 48. Because HPMC knew, or showed reckless disregard for
23 whether, its pay practices violated the FLSA, HPMC owes these wages for
24 at least the past three years.
25

1 49. HPMC is liable to Slover and the FLSA Class Members an
2 amount equal to all unpaid overtime wages as liquidated damages.

3 50. Slover and the FLSA Class Members are entitled to recover all
4 reasonable attorneys' fees and costs incurred in this action.

5 51. The workers impacted by HPMC's "straight time for overtime"
6 scheme should be notified of this action and given the chance to join
7 pursuant to 29 U.S.C. § 216(b).
8

9 **WASHINGTON WAGE LAW VIOLATIONS**

10 52. Slover realleges and reincorporates all allegations above as if
11 incorporated herein.
12

13 53. The foregoing conduct, as alleged, violate the Washington
14 Wage Laws.
15

16 54. At all relevant times, HPMC has been, and continue to be, an
17 "employer" within the meaning of the Washington Wage Laws. At all
18 relevant times, HPMC employed "employee[s]," including Slover and the
19 Washington Class, within the meaning of the Washington Wage Laws.
20

21 55. RCW §49.52.070 provides that employers who violate
22 Washington's minimum wage laws under the circumstances present in
23 this case are liable for double the amount of wages improperly withheld.
24
25

1 56. Pursuant to RCW §49.52.080, there exists a presumption of
2 willfulness.

3 57. The Washington Wage Laws require an employer, such as
4 HPMC to pay overtime compensation to all non-exempt employees.
5 Slover and the Washington Class are not exempt from overtime pay
6 requirements under the Washington Wage Laws.
7

8 58. More specifically, the Washington Class members' claims are
9 subject to the three-year statute of limitations applicable to the WMWA
10 and implied contracts, as provided under RCW § 4.16.080(3). *See e.g.*,
11 *Seattle Prof'l Eng'g Employees Ass'n v. Boeing Co.*, 139 Wash. 2d 824,
12 838, 991 P.2d 1126, 1134, opinion corrected on denial of reconsideration, 1
13 P.3d 578 (Wash. 2000); *Mitchell v. PEMCO Mut. Ins. Co.*, 134 Wash. App.
14 723, 737, 142 P.3d 623 (2006).
15
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17 59. At all relevant times, HPMC had a policy and practice of failing
18 and refusing to pay overtime pay to Slover for his hours worked in excess
19 of forty hours per workweek.
20

21 60. HPMC violated Washington Wage Laws including, but not
22 necessarily limited to, RCW, WMWA, by failing to pay the Washington
23 Class on a salary basis.
24
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1 61. At all relevant times, HPMC did not pay the Washington Class
2 on a salary basis, so the Washington Class was not exempt under Wash.
3 Admin. Code §296-128-510 (executive), Wash. Admin. Code §296-128-
4 520 (administrative), Wash. Admin. Code §296-128-530 (professional),
5 and Wash. Admin. Code §296-128-532 (salary basis and deductions).
6

7 62. With regards to the Class Members, HPMC did not comply
8 with Washington Admin. Code §296-126-092(4) which provides:
9 “Employees shall be allowed a rest period of not less than ten minutes, on
10 the employer’s time, for each four hours of working time.”
11

12 63. At all relevant times, HPMC willfully failed and refused, and
13 continues to willfully fail and refuse, to pay Slover and Class Members the
14 amounts owed. Specifically, HPMC claws back all hourly advances not
15 paid for rest/meal break time. This conduct violates Washington Wage
16 Laws as alleged in this cause of action.
17

18 64. HPMC has denied Slover and the Washington Class wages and
19 benefits of employment, including contractual vacation pay, as alleged
20 herein. HPMC’s deduction of Slover and the Washington Class members
21 vacation pay for wages results in depriving Slover and Washington Class
22 members of their vacation pay, in violation of RCW §49.52.050. HPMC is,
23 therefore, liable to Slover and the Washington Class for all such vacation
24
25

1 pay and other improperly deducted or rebated wages or earnings, and
2 double damages, under RCW §49.52.070.

3 65. Slover and the Washington Class seek recovery of attorneys'
4 fees, costs, and expenses of this action to be paid by Defendants.

5
6 66. Slover and the Washington Class seek damages in the amount
7 of the respective unpaid wages earned and due at the regular hourly wage
8 rate, and at a rate not less than one and one-half times the regular rate of
9 pay for work performed in excess of forty hours in a workweek; actual
10 damages; penalty damages; and such other legal and equitable relief as the
11 Court deems just and proper.
12

13 **CLASS AND COLLECTIVE ACTION ALLEGATIONS**

14 67. HPMC's illegal "straight time for overtime" policy extends
15 beyond Slover.
16

17 68. It is the "straight time for overtime" payment plan that violates
18 the FLSA in this collective and class action.

19 69. HPMC pays hundreds of hourly employees according to the
20 same unlawful scheme.
21

22 70. Any differences in job duties do not detract from the fact that
23 these hourly workers were entitled to overtime pay.
24
25

1 71. Slover and the Class Members impacted by HPMC’s “straight
2 time for overtime” scheme should be notified of this action and given the
3 chance to join pursuant to 29 U.S.C. § 216(b).

4 72. HPMC has accurate records of the wages paid to its hourly
5 workers.

6 73. The Class Members are geographically disbursed, residing,
7 and working in states across the country.

8 74. Slover’s experiences are typical of the experiences of all Class
9 Members.

10 75. Slover has no interests contrary to, or in conflict with, the
11 members of the Class Members. Like each member of the proposed
12 classes, Slover has an interest in obtaining the unpaid overtime wages
13 owed under state and/or federal law.

14 76. A class and collective action, such as the instant one, is
15 superior to other available means for fair and efficient adjudication of the
16 lawsuit.

17 77. Absent this action, many members of the FLSA Class and
18 Washington Class likely will not obtain redress of their injuries and HPMC
19 will retain the proceeds of their violations of the FLSA and Washington
20 Wage Laws.

1 78. Furthermore, individual litigation would be unduly
2 burdensome to the judicial system. Concentrating the litigation in one
3 forum will promote judicial economy and parity among the claims of
4 individual members of the classes and provide for judicial consistency.
5

6 79. The questions of law and facts common to each of the FLSA
7 and Washington Class Members predominate over any questions affecting
8 solely the individual members. Among the common questions of law and
9 fact are:
10

11 a. Whether HPMC employed the FLSA and Washington
12 Class Members within the meaning of the FLSA and Washington
13 Wage Laws;

14 b. Whether the FLSA and Washington Class Members were
15 exempt from overtime;
16

17 c. Whether HPMC's decision not to pay overtime to the
18 FLSA and Washington Class Members was made in good faith; and
19

20 d. Whether HPMC's violation of the FLSA and Washington
21 Wage Laws was willful.

22 80. Slover's claims are typical of the FLSA and Washington Class
23 Members since both have sustained damages arising out of HPMC's illegal
24 and uniform employment pay policy.
25

1 81. Slover knows of no difficulty that will be encountered in the
2 management of this litigation that would preclude its ability to go forward
3 as a class or collective action.

4 82. Although the issue of damages may be somewhat individual in
5 character, there is no detraction from the common nucleus of liability
6 facts. Therefore, this issue does not preclude class or collective action
7 treatment.
8

9 83. Concentrating the litigation in one forum will promote judicial
10 economy and parity among the claims of individual members of the
11 classes and provide for judicial consistency.
12

13 **JURY DEMAND**

14 84. Pursuant to F.R.C.P. 38, Slover demands a trial by jury.
15

16 **PRAYER**

17 1. WHEREFORE, Slover prays for relief as follows:

18 a. An order designating this lawsuit as a collective action
19 and authorizing notice pursuant to 29 U.S.C. § 216(b) to the
20 proposed Class Members to permit them to join this action by filing
21 a written notice of consent;
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ATTORNEYS FOR PLAINTIFFS

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SHAWN SLOVER, Individually and For Others Similarly Situated

(b) County of Residence of First Listed Plaintiff Benton (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Piskel Yahne Kovarik, 522 W. Riverside Ave, Ste. 700, Spokane WA 99201; (509) 321 - 5930.

DEFENDANTS

HPM CORPORATION

County of Residence of First Listed Defendant Benton (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1331, 29 U.S.C. § 216(b)

Brief description of cause: unpaid overtime compensation

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 11/14/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Nicholas D. Kovarik

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [HPM Corporation Deprived Hourly Employees of Proper OT Wages, Lawsuit Alleges](#)
