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KING COUNTY
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CASE #: 24-2-15730-1 SEA

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

SHANNON SPENCER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SIEMENS CORPORATION, a foreign profit
corporation; SIEMENS INDUSTRY, INC., a
foreign profit corporation; SIEMENS
INDUSTRY SOFTWARE INC., a foreign
profit corporation; SIEMENS MEDICAL
SOLUTIONS USA, INC., a foreign profit
corporation; SIEMENS ADVANTA
SOLUTIONS CORP., a foreign profit
corporation; SIEMENS ENERGY DEMAG
DELAVAL TURBOMACHINERY, INC., a
foreign profit corporation; SIEMENS
ENERGY GENERATION SERVICES
COMPANY, a foreign profit corporation;
SIEMENS ENERGY STAFFING, INC., a
foreign profit corporation; SIEMENS
ENERGY, INC., a foreign profit corporation;
SIEMENS FINANCIAL SERVICES, INC., a
foreign profit corporation; SIEMENS
GAMESA RENEWABLE ENERGY, INC., a
foreign profit corporation; SIEMENS
GOVERNMENT TECHNOLOGIES, INC, a
foreign profit corporation; SIEMENS
HEALTHCARE DIAGNOSTICS INC., a
foreign profit corporation; SIEMENS
LOGISTICS LLC, a foreign limited liability
company; SIEMENS MOBILITY, INC., a

No.

**CLASS ACTION COMPLAINT FOR
DISCRIMINATION**

1 foreign profit corporation; and DOES 1-20, as
2 yet unknown Washington entities,

3 Defendants.

4
5 Plaintiff Shannon Spencer (“Plaintiff”), on behalf of himself and all others similarly
6 situated (the “Class”), by and through counsel, brings this Class Action Complaint against
7 Defendants Siemens Corporation; Siemens Industry, Inc.; Siemens Industry Software Inc.;
8 Siemens Medical Solutions USA, Inc.; Siemens Advanta Solutions Corp.; Siemens Energy
9 Demag Delaval Turbomachinery, Inc.; Siemens Energy Generation Services Company; Siemens
10 Energy Staffing, Inc.; Siemens Energy, Inc.; Siemens Financial Services, Inc.; Siemens Gamesa
11 Renewable Energy, Inc.; Siemens Government Technologies, Inc; Siemens Healthcare
12 Diagnostics Inc.; Siemens Logistics LLC; and Siemens Mobility, Inc. (collectively,
13 “Defendants”) and alleges, upon personal knowledge as to Plaintiff’s own actions and Plaintiff’s
14 counsel’s investigation, and upon information and belief as to all other matters, as follows:

15 **I. NATURE OF THE EPOA**

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

18 2. Effective January 1, 2023, employers with 15 or more employees must disclose,
19 in each posting for each job opening, the wage scale or salary range and a general description of
20 all of the benefits and other compensation being offered to the hired applicant. *See* RCW
21 49.58.110(1).

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

26 4. This lawsuit follows important, recent research which revealed pervasive pay
27 disparity in Washington with respect to both women and other protected classes. In particular, the

1 study found that women are paid 78 cents for every dollar paid to men—a decline from 80 cents
2 to the dollar a decade ago. *See* Alison Saldanha, *Seattle’s pay gap between women and men just*
3 *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/)
4 [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/).

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

15 6. “[P]ay range disclosures function primarily to correct information asymmetry:
16 they give applicants access to key information that only the employer may know. This information
17 is essential to help job candidates, particularly females and candidates in other protected classes,
18 to achieve equal pay when faced with negotiating a starting salary. Pay range disclosures also
19 stand to help current employees discover if they are being underpaid, either to ask for more or
20 equitable compensation or, if the employee suspects discrimination, to initiate an enforcement
21 action.” Stephanie Bornstein, *The Enforcement Value of Disclosure*, 72 Duke L.J. 1771, 1789
22 (2023).

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

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

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

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

14 11. Plaintiff and the Class seek injunctive relief to address Defendants’ refusal to
15 include a wage scale or salary range in their job postings, and statutory damages pursuant to RCW
16 49.58.070 and RCW 49.58.110.

17 II. JURISDICTION AND VENUE

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

19 13. Venue is proper in this Court pursuant to RCW 4.12.025 because the acts and
20 omissions alleged took place, in whole or in part, in King County, Washington, and Defendants
21 reside and transact business in King County, Washington.

22 14. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28
23 U.S.C. § 1332(d)(4)(A), because: (a) all members of the Class are applicants of a Washington
24 employer, or were applicants of a Washington employer, at all times relevant to their interactions
25 with Defendants; (b) Defendants are registered to conduct business, and regularly transact
26 business, within Washington; and (c) the alleged conduct of Defendants occurred within
27 Washington. Alternatively, federal jurisdiction is inappropriate under the Class Action Fairness

1 Act because: (a) pursuant to 28 U.S.C. § 1332(d)(4)(B), more than two-thirds of the Class reside
2 in Washington; and (b) pursuant to 28 U.S.C. § 1332(d)(2), the amount in controversy does not
3 exceed the sum or value of \$5,000,000, exclusive of interest and costs.

4 III. PARTIES

5 15. Plaintiff Shannon Spencer resides in Skagit County, Washington and applied for
6 a position with Defendants in the State of Washington.

7 16. Defendant Siemens Corporation is a foreign profit corporation that regularly
8 transacts business in King County, Washington and has multiple offices for the transaction of
9 business in King County, Washington, including at 425 86th Northeast, Bellevue, Washington
10 98004 and 22010 Southeast 51st Street, Issaquah, Washington 98029.

11 17. Defendant Siemens Industry, Inc. is a foreign profit corporation that regularly
12 transacts business in King County, Washington and has multiple offices for the transaction of
13 business in King County, Washington, including at 15900 Southeast Eastgate Way, Bellevue,
14 Washington 98008; 601 South Snoqualmie Street, Seattle, Washington 98108; 13020 Northeast
15 20th Street #B3, Bellevue, Washington 98005; and 8424 154th Avenue Northeast, Redmond,
16 Washington 98052.

17 18. Defendant Siemens Industry Software Inc. is a foreign profit corporation that
18 regularly transacts business in King County, Washington and has multiple offices for the
19 transaction of business in King County, Washington, including at 13810 Southeast Eastgate Way,
20 Bellevue, Washington 98005 and 22010 Southeast 51st Street, Issaquah, Washington 98029.

21 19. Defendant Siemens Medical Solutions USA, Inc. is a foreign profit corporation
22 that regularly transacts business in King County, Washington and has an office for the transaction
23 of business in King County, Washington at 22010 Southeast 51st Street, Issaquah, Washington
24 98029.

25 20. Defendant Siemens Advanta Solutions Corp. is a foreign profit corporation that
26 regularly transacts business in King County, Washington.

1 21. Defendant Siemens Energy Demag Delaval Turbomachinery, Inc. is a foreign
2 profit corporation that regularly transacts business in King County, Washington.

3 22. Defendant Siemens Energy Generation Services Company is a foreign profit
4 corporation that regularly transacts business in King County, Washington.

5 23. Defendant Siemens Energy Staffing, Inc. is a foreign profit corporation that
6 regularly transacts business in King County, Washington.

7 24. Defendant Siemens Energy, Inc. is a foreign profit corporation that regularly
8 transacts business in King County, Washington.

9 25. Defendant Siemens Financial Services, Inc. is a foreign profit corporation that
10 regularly transacts business in King County, Washington.

11 26. Defendant Siemens Gamesa Renewable Energy, Inc. is a foreign profit corporation
12 that regularly transacts business in King County, Washington.

13 27. Defendant Siemens Government Technologies, Inc is a foreign profit corporation
14 that regularly transacts business in King County, Washington.

15 28. Defendant Siemens Healthcare Diagnostics Inc. is a foreign profit corporation that
16 regularly transacts business in King County, Washington.

17 29. Defendant Siemens Logistics LLC is a foreign limited liability company that
18 regularly transacts business in King County, Washington.

19 30. Defendant Siemens Mobility, Inc. is a foreign profit corporation that regularly
20 transacts business in King County, Washington.

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

IV. STATEMENT OF FACTS

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

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

34. Defendants employ more than 15 individuals.

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

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

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

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

39. On or about November 23, 2023, Plaintiff applied for a job opening in King County, Washington with Defendants.

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

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

1 42. In working through the application, Plaintiff expected that at some point he would
2 learn the rate of pay for the open position.

3 43. However, Defendants withheld the rate of pay for the open position in the job
4 posting and throughout the application process, forcing Plaintiff to complete the entire application
5 without learning the rate of pay.

6 44. A true and correct copy of Defendants' job posting that Plaintiff responded to is
7 attached hereto as Exhibit 1.

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

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

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

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

20 49. Plaintiff has experienced economic and non-economic harm as a direct result of
21 Defendants' discriminatory hiring practices, their violation of RCW 49.58.110, and their
22 contribution to wage inequality as a result of their refusal to post a wage scale or salary range in
23 the job postings they publish.

24 50. Plaintiff and the Class are victims of Defendants' discriminatory hiring practices,
25 which are specifically prohibited by RCW 49.58.110.

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

1 52. As a result of Defendants’ systemic violations of RCW 49.58.110, and the EPOA
2 generally, the Class has experienced harm identical to that experienced by Plaintiff.

3 53. Plaintiff and each Class member seek statutory damages of \$5,000, plus their
4 reasonable attorneys’ fees and costs.

5 **V. CLASS ACTION ALLEGATIONS**

6 54. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a
7 class action against Defendants on behalf of the Class defined as follows (the “Class”):

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

11 55. Excluded from the Class are the Defendants and Defendants’ officers, directors,
12 and independent contractors, and any judge to whom this case is assigned, as well as his or her
13 staff and immediate family.

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

18 57. Commonality. Because the Class members applied for job openings that did not
19 disclose the wage scale or salary range being offered, this is a straightforward matter of
20 determining whether Defendants’ actions violate Washington law, and, if so, assessing statutory
21 damages.

22 58. Typicality. Plaintiff’s claims are typical of the claims of the Class. Plaintiff and
23 the Class members applied for job openings with Defendants that did not disclose the wage scale
24 or salary range being offered.

25 59. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
26 Plaintiff has retained competent and capable attorneys with substantial experience in complex
27 class action litigation. Plaintiff and Plaintiff’s counsel are committed to prosecuting this action

1 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
2 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

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

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

17 **VI. CAUSE OF ACTION**

18 **FIRST CAUSE OF ACTION**
19 **VIOLATION OF RCW 49.58.110**
20 ***Claim of Relief for Plaintiff and the Class***

21 62. Plaintiff incorporates by reference all foregoing factual allegations and realleges
22 them as though fully set forth herein.

23 63. As described more fully above, Defendants did not disclose the wage scale or
24 salary range being offered in their job postings seeking workers for their Washington locations.

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

65. Defendants' actions and omissions violate RCW 49.58.110.

1 66. As a result of Defendants' actions and omissions, Plaintiff and the Class have
2 experienced economic and non-economic harm.

3 67. Plaintiff and the Class seek statutory damages pursuant to RCW 49.58.070 and
4 RCW 49.58.110, as opposed to their actual damages.

5 68. Plaintiff and the Class also seek to recover their costs and reasonable attorneys'
6 fees.

7 **VII. REQUEST FOR RELIEF**

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

10 69. An order certifying that this action be maintained as a class action and appointing
11 Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

12 70. Statutory damages of \$5,000 to Plaintiff and each Class member pursuant to RCW
13 49.58.070 and RCW 49.58.110;

14 71. Costs and reasonable attorneys' fees pursuant to RCW 49.58.070 and RCW
15 49.58.110;

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

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

22 74. Pre- and post-judgment interest;

23 75. Leave to amend the Class Action Complaint to conform to the evidence; and

24 76. Any additional or further relief which the Court deems equitable, appropriate, or
25 just.

1 DATED July 15, 2024

EMERY | REDDY, PLLC

2
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