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KING COUNTY
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CASE #: 25-2-20318-2 SEA

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

GERALD AREVALO and SKYLAR RUEN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AT&T MOBILITY SERVICES LLC, a foreign
limited liability company; NEW CINGULAR
WIRELESS PCS, LLC, a foreign limited
liability company; AT&T CORP., a foreign
profit corporation; AT&T SERVICES, INC., a
foreign profit corporation; AT&T, INC., a
foreign profit corporation; and DOES 1-20, as
yet unknown Washington entities,

Defendants.

No.

CLASS ACTION COMPLAINT

Plaintiffs Gerald Arevalo and Skylar Ruen (together, "Plaintiffs"), individually and on behalf of all others similarly situated ("Class"), allege, upon personal knowledge as to Plaintiffs' own actions and their counsel's investigations, and upon information and belief as to all other matters, as follows:

I. NATURE OF THE ACTION

1. Plaintiffs bring this action against Defendants AT&T Mobility Services LLC; New Cingular Wireless PCS, LLC; AT&T Corp.; AT&T Services, Inc.; and AT&T, Inc. (collectively,

1 “Defendants”) for violations of the Minimum Wage Act (“MWA”), chapter 49.46 RCW, the
2 Wage Rebate Act (“WRA”), chapter 49.52 RCW, and the Industrial Welfare Act (“IWA”),
3 chapter 49.12 RCW.

4 **II. JURISDICTION AND VENUE**

5 2. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010.

6 3. Venue is proper in this Court pursuant to RCW 4.12.020 because the acts and
7 omissions alleged took place, in whole or in part, in King County, Washington and pursuant to
8 RCW 4.12.025 because Defendants transact business in King County, Washington.

9 **III. PARTIES**

10 4. Plaintiff Gerald Arevalo resides in Lewis County, Washington and was employed
11 by Defendants in Washington.

12 5. Plaintiff Skylar Ruen resides in King County, Washington and was employed by
13 Defendants in Washington.

14 6. Defendant AT&T Mobility Services LLC is a foreign limited liability company
15 that regularly transacts business in King County, Washington and has offices for the transaction
16 of business in King County, Washington at 180 Bellevue Square, Bellevue, Washington 98004;
17 617 Eastlake Avenue East, Seattle, Washington 98109; and 819 East Pike Street, Seattle,
18 Washington 98122.

19 7. Defendant New Cingular Wireless PCS, LLC is a foreign limited liability
20 company that regularly transacts business in King County, Washington and has offices for the
21 transaction of business in King County, Washington at 180 Bellevue Square, Bellevue,
22 Washington 98004; 819 East Pike Street, Seattle, Washington 98122; and 800 East Thomas
23 Street, Seattle, Washington 98102.

24 8. Defendant AT&T Corp. is a foreign profit corporation that regularly transacts
25 business in King County, Washington and has offices for the transaction of business in King
26 County, Washington at 1019 103rd, Bellevue, Washington 98004; 1505 5th Avenue, Seattle,
27 Washington 98101; and 298 South Center Mall, Seattle, Washington 98188.

1 9. Defendant AT&T Services, Inc. is a foreign profit corporation that regularly
2 transacts business in King County, Washington and has offices for the transaction of business in
3 King County, Washington at 14335 Northeast 24th Street, Building G, Bellevue, Washington
4 98007; 1215 4th Avenue, Seattle, Washington 98161; 18715 120th Avenue Northeast, Bothell,
5 Washington 98011.

6 10. Defendant AT&T, Inc. is a foreign profit corporation that regularly transacts
7 business in King County, Washington.

8 11. Plaintiffs are currently unaware of the true names and capacities of the defendants
9 sued herein under fictitious names Does 1-20, inclusive, and therefore sues such defendants by
10 such fictitious names. Plaintiffs will seek leave to amend this complaint to allege the true names
11 and capacities of the fictitiously named defendants when their true names and capacities have
12 been ascertained. Plaintiffs are informed and believe, and thereon allege, each of the fictitiously
13 named defendants is legally responsible in some manner for the events and occurrences alleged
14 herein, and for the damages suffered by Plaintiffs and the Class.

15 IV. STATEMENT OF FACTS

16 12. Defendants are an international telecommunications company.

17 13. Defendants employed Plaintiffs and Class members in Washington.

18 14. Plaintiffs and Class members are current and former non-exempt employees of
19 Defendants.

20 15. Defendants did not keep records of the occurrence, time, and duration of paid rest
21 periods.

22 16. At times, Defendants required Plaintiffs and Class members to work more than
23 three consecutive hours without or between rest periods.

24 17. At times, Plaintiffs and Class members were not scheduled for and did not take a
25 rest period in a duration of at least 10 minutes, on the employer's time, for every four hours
26 worked.

27 18. Defendants did not establish and maintain a process for Plaintiffs and Class

1 members to report and be compensated for instances of when they were required to work over
2 three consecutive hours without a rest period, when they did not receive a rest period of at least
3 10 minutes, or when they failed to receive a rest period of at least 10 minutes in length for each
4 four hours worked.

5 19. Defendants did not compensate Plaintiffs and Class members for an additional 10
6 minutes of work, at their regular rate of pay, for each instance they were required to work greater
7 than three consecutive hours without or between rest periods, were provided a rest period in a
8 duration of less than 10 minutes, or were not provided a rest period of at least 10 minutes in
9 duration for each four hours worked.

10 20. There is no fairly debatable issue of law or any objectively or subjectively
11 reasonable dispute whether Defendants needed to compensate Plaintiffs and Class members with
12 an additional 10 minutes of work, at their regular rate of pay, for each instance they were required
13 to work greater than three consecutive hours without or between rest periods, were provided a
14 rest period in a duration of less than 10 minutes, or were not provided a rest period of at least 10
15 minutes in duration for each four hours worked.

16 21. Defendants' failure to compensate Plaintiffs and Class members with an additional
17 10 minutes of work, at their regular rate of pay, for each instance they were required to work
18 greater than three consecutive hours without or between rest periods, were provided a rest period
19 in a duration of less than 10 minutes, or were not provided a rest period of at least 10 minutes in
20 duration for each four hours worked was intentional and deliberate and was not the result of
21 administrative or clerical errors.

22 22. At times, Defendants failed to provide Plaintiffs and Class members with meal
23 periods in a duration of at least 30 minutes commencing no less than two hours nor more than
24 five hours from the beginning of their shifts.

25 23. On occasion, Defendants failed to provide second meal periods in a duration of at
26 least 30 minutes for shifts greater than 10.5 hours in duration or otherwise required Plaintiffs and
27 Class members to work greater than five consecutive hours without or between meal periods.

1 24. Defendants failed to establish and maintain a process for Plaintiffs and Class
2 members to report and be compensated for instances of when they were not provided a meal
3 period of at least 30 minutes commencing no less than two hours nor more than five hours from
4 beginning of their shift for shifts greater than five hours in duration, when they were not provided
5 a second meal period for shifts greater than 10.5 hours in duration, or when they were otherwise
6 required to work over five consecutive hours without or between meal periods.

7 25. Defendants failed to compensate Plaintiffs and Class members with an additional
8 30 minutes of work, at their regular rate of pay, for each instance of when they were not provided
9 a meal period of at least 30 minutes commencing no less than two hours nor more than five hours
10 from beginning of their shift for shifts greater than five hours in duration, when they were not
11 provided a second meal period for shifts greater than 10.5 hours in duration, or when they were
12 otherwise required to work over five consecutive hours without or between meal periods.

13 26. There is no fairly debatable issue of law or any objectively or subjectively
14 reasonable dispute whether Defendants needed to compensate Plaintiffs and Class members with
15 an additional 30 minutes of work, at their regular rate of pay, for each instance of when they were
16 not provided a meal period of at least 30 minutes commencing no less than two hours nor more
17 than five hours from beginning of their shift for shifts greater than five hours in duration, when
18 they were not provided a second meal period for shifts greater than 10.5 hours in duration, or
19 when they were otherwise required to work over five consecutive hours without or between meal
20 periods.

21 27. Defendants' failure to compensate Plaintiffs and Class members with an additional
22 30 minutes of work, at their regular rate of pay, for each instance of when they were not provided
23 a meal period of at least 30 minutes commencing no less than two hours and no more than five
24 hours from beginning of their shift for shifts greater than five hours in duration, when they were
25 not provided a second meal period for shifts greater than 10.5 hours in duration, or when they
26 were otherwise required to work over five consecutive hours without or between meal periods
27 was intentional and deliberate and was not the result of administrative or clerical errors.

1 28. In weeks where Plaintiffs and Class members worked more than 40 hours,
2 Defendants did not pay Plaintiffs and Class members one and one-half times their regular rate of
3 pay for all hours worked in excess of 40, including their missed rest periods.

4 29. Defendants issued wage statements to Plaintiffs and Class members that did not
5 include the wages and additional compensation owed to Plaintiffs and Class members for missed
6 and noncompliant meal and rest periods.

7 **V. CLASS ACTION ALLEGATIONS**

8 30. Class Definition. Pursuant to Civil Rule 23(a) and (b)(3), Plaintiffs bring this case
9 as a class action against Defendants on behalf of the Class defined as follows:

10 All persons employed by AT&T Mobility Services LLC; New
11 Cingular Wireless PCS, LLC; AT&T Corp.; AT&T Services, Inc.;
12 or AT&T, Inc. in Washington as non-exempt employees from July
 11, 2022, through the date of certification of the Class.

13 31. Excluded from the Class are Defendants and their officers and directors.

14 32. Numerosity. The number of Class members exceeds 40 and therefore, pursuant to
15 CR 23(a)(1), it is impracticable to join all members of the class defined herein as named plaintiffs.

16 33. Commonality. Because Plaintiffs and all Class members were subject to the same
17 wage and hour practices of Defendants, there are common questions of law and fact among
18 Plaintiffs and Class members pursuant to CR 23(a)(2).

19 34. Typicality. Pursuant to CR 23(a)(3), Plaintiffs' claims are typical of the claims of
20 all Class members and of Defendants' anticipated defenses thereto. Plaintiffs and the Class
21 members were subject to the same course of conduct of Defendants. Plaintiffs and Class members
22 were subjected to the same policies and practices of Defendants.

23 35. Adequacy. Plaintiffs will fairly and adequately protect the interests of the Class as
24 required by CR 23(a)(4). There is no conflict between Plaintiffs' claims and those of Class
25 members. Plaintiffs have retained competent and capable attorneys with substantial experience in
26 complex class action litigation. Plaintiffs and Plaintiffs' counsel are committed to prosecuting
27 this action vigorously on behalf of the Class and have the financial resources to do so.

1 36. Predominance. Pursuant to CR 23(b)(3), class certification is appropriate here
2 because questions of law or fact common to members of the Class predominate over any questions
3 affecting only individual members.

4 37. Superiority. Pursuant to CR 23(b)(3), class certification is appropriate here
5 because a class action is superior to other available methods for the fair and efficient adjudication
6 of the controversy. The prosecution of separate actions by Class members could either result in
7 inconsistent adjudications establishing incompatible pay practices or, as a practical matter,
8 dispose of the legal claims of Class members who are not parties to such separate adjudications.
9 Individual Class members would have little interest in controlling the litigation due to the
10 relatively small size of most claims, and because Plaintiffs and Plaintiffs' counsel will vigorously
11 pursue the claims on behalf of the Class members. A class action will be an efficient method of
12 adjudicating the claims of Class members.

13 38. Public Policy Considerations. Employers in Washington regularly violate wage
14 and hour and other employment laws. The value of individual and employee claims is often small
15 as compared with the relative cost of litigation. Current employees are often afraid to assert their
16 rights out of fear of retaliation. Class actions provide putative class members who are not named
17 in the complaint with a type of anonymity that allows for the vindication of their rights, while at
18 the same time, protection of their privacy.

19 **VI. CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PROVIDE MEAL PERIODS AND TO COMPENSATE FOR VIOLATIONS** 22 **VIOLATION OF THE IWA AND MWA** 23 ***Claim of Relief for Plaintiffs and the Class***

24 39. Plaintiffs incorporate by reference all foregoing factual allegations and reallege
25 them as though fully set forth herein.

26 40. The Washington Industrial Welfare Act (IWA), chapter 49.12 RCW, and its
27 implementing regulation, WAC 296-126-092, require employers to provide uninterrupted 30-
minute meal periods free from work-related responsibilities to employees for work shifts greater

1 than five hours in length and prohibit employees from working more than five consecutive hours
2 without a meal period.

3 41. Employees have an implied cause of action for violations of chapter 49.12 RCW
4 to protect them from conditions of labor that have a pernicious effect on their health. *Wingert v.*
5 *Yellow Freight Systems, Inc.*, 146 Wn.2d 841, 849-50 (2002).

6 42. A meal period violation is a wage violation, with employees entitled to 30 minutes
7 of additional compensation for each instance they are required to work more than five consecutive
8 hours without a compliant meal period. *Androckitis v. Virginia Mason Med. Ctr.*, 32 Wn. App.
9 2d 418 (2024); *Hill v. Garda CL Nw., Inc.*, 191 Wn.2d 553, 560 (2018).

10 43. Defendants violated the IWA and its implementing regulation by failing to provide
11 Plaintiffs and Class members with compliant 30-minute meal periods and by creating work
12 schedules, staffing levels, and conditions of work that sometimes discouraged compliant meal
13 periods.

14 44. Defendants violated the Minimum Wage Act (MWA), chapter 49.46 RCW, by
15 failing to compensate Plaintiffs and Class members for 30 minutes of work for each instance a
16 30-minute meal period commencing between the second and fifth hour from the start of their shift
17 was not provided for shifts greater than five hours in duration and for instances when they were
18 required to work greater than five consecutive hours without or between meal periods.

19 45. As a result of Defendants' actions and omissions, Plaintiffs and Class members
20 have been damaged in amounts to be proven at trial.

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PROVIDE REST PERIODS**
23 **VIOLATION OF THE IWA AND MWA**
Claim of Relief for Plaintiffs and the Class

24 46. Plaintiffs incorporate by reference all foregoing factual allegations and reallege
25 them as though fully set forth herein.

26 47. The IWA and its implementing regulation, WAC 296-126-092, require employers
27 to provide a rest period of no less than 10 minutes, on the employer's time, for each four hours of

1 working time.

2 48. Employees have an implied cause of action for violations of chapter 49.12 RCW
3 to protect them from conditions of labor that have a pernicious effect on their health. *Wingert*,
4 146 Wn.2d at 849-50.

5 49. A rest period violation is a wage violation, with employees entitled to 10 minutes
6 of additional compensation for each instance they are required or allowed to work longer than
7 three consecutive hours without a rest period. *Id.*

8 50. As working through or missing a rest period effectively extends the workday by
9 10 minutes, Plaintiffs and Class members are entitled to compensation for an additional 10
10 minutes of time for each instance they worked through or missed a rest period.

11 51. Defendants violated the IWA and its implementing regulation by failing to ensure
12 Plaintiffs and Class members always received a 10-minute paid rest period for every four hours
13 worked, by failing to keep records of the occurrence, time and duration of rest periods taken, by
14 failing to implement a process for Plaintiffs and Class members to report and be paid for missed
15 or otherwise noncompliant rest periods, and by creating work schedules, staffing levels and
16 conditions of work that sometimes discouraged paid rest periods.

17 52. Defendants violated the MWA by failing to compensate Plaintiffs and Class
18 members for an additional 10 minutes of work for each instance they were required to work
19 greater than three consecutive hours without or between rest periods, were provided a rest period
20 in a duration of less than 10 minutes, and/or were not provided a rest period of at least 10 minutes
21 in duration for each four hours worked.

22 53. Defendants further violated the MWA by failing to pay Plaintiffs and Class
23 members one and one-half times their regular rate of pay for all weekly hours worked in excess
24 of 40, including the time they spent working through or missing rest periods in such weeks.

25 54. As a result of Defendants' actions and omissions, Plaintiffs and Class members
26 have been damaged in amounts to be proven at trial.

THIRD CAUSE OF ACTION
WAGE THEFT
VIOLATION OF CHAPTER 49.52 RCW
Claim of Relief for Plaintiffs and the Class

55. Plaintiffs incorporate by reference all foregoing factual allegations and reallege them as though fully set forth herein.

56. Washington's Wage Rebate Act, chapter 49.52 RCW, prohibits employers from paying employees less than the wages to which they are entitled by any statute, ordinance, or contract. RCW 49.52.050(2).

57. Defendants' actions, as alleged above, constitute willful withholding of wages due in violation RCW 49.52.050 and .070.

58. As a result of Defendants' actions and omissions, Plaintiffs and Class members have been damaged in amounts to be proven at trial.

FOURTH CAUSE OF ACTION
FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
VIOLATION OF WAC 296-126-040
Claim of Relief for Plaintiffs and the Class

59. Plaintiffs incorporate by reference all foregoing factual allegations and reallege them as though fully set forth herein.

60. Employers are required to furnish each employee, at the time of payment of wages, with an itemized statement showing the pay basis, i.e., hours or days worked, rate or rates of pay, gross wages, and all deductions for that pay period. WAC 296-126-040.

61. Defendants issued wage statements to Plaintiffs and Class members that did not include the wages and additional compensation owed to Plaintiffs and Class members for missed and noncompliant meal and rest periods.

62. Defendants' failure to furnish accurate wage statements to Plaintiffs and the Class violates WAC 296-126-040.

63. As a result of Defendants' actions and omissions, Plaintiffs and the Class have been damaged in amounts to be proven at trial.

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VII. REQUEST FOR RELIEF

64. Plaintiffs, individually and on behalf of members of the Class, request that the Court enter judgment against Defendants as follows:

- a. An order certifying that this action be maintained as a class action and appointing Plaintiffs as Class Representative and Plaintiffs' counsel as Class Counsel;
- b. Compensatory damages, including unpaid wages, in amounts to be proven at trial;
- c. Exemplary damages pursuant to RCW 49.52.070;
- d. Reasonable attorneys' fees and costs pursuant to RCW 49.12.150, RCW 49.46.090, RCW 49.48.030, and RCW 49.52.070 or as otherwise permitted by law;
- e. Pre- and post-judgment interest;
- f. Injunctive relief prohibiting Defendants from engaging in the conduct complained of herein;
- g. Declaratory relief to the effect that Defendants violated the statutory rights of Plaintiffs and the Class;
- h. Leave to amend this complaint to conform to the evidence presented at or prior to trial; and
- i. Any additional relief the Court deems equitable, appropriate, or just.

DATED July 11, 2025.

EMERY | REDDY, PLLC

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