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The Honorable Richard D. Eadie  
Trial Date: October 17, 2011

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

CARL BOYD, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

BRINK'S INCORPORATED,

Defendant.

No. 10-2-16097-3 SEA

CLASS ACTION COMPLAINT

Plaintiff claims against defendant as follows:

**I. NATURE OF ACTION**

1.1 Plaintiff brings this class action for money damages and statutory penalties for wage law violations on behalf of current and former employees of defendant Brink's, Incorporated ("Brink's," "company," or "employer") for violations of the Washington Minimum Wage Act ("MWA"), RCW 49.46, and of the Washington Industrial Welfare Act ("IWA"), RCW 49.12, and WAC 296-126-092.

**II. JURISDICTION AND VENUE**

2.1 The Superior Court of Washington has jurisdiction of plaintiff's claims pursuant to RCW 2.08.010 and CR 23.

ORIGINAL

1           2.2     Venue in King County is appropriate pursuant to RCW 4.12.025.

2           2.3     All or a significant portion of the acts and omissions alleged herein took  
3 place in the state of Washington, and King County.

4           **III. PARTIES**

5           3.1     Plaintiff Carl Boyd is a resident of North Bend, Washington in King County,  
6 and was formerly employed by Brink's.

7           3.2     Defendant Brink's is a corporation doing business in King County and in the  
8 State of Washington. Brink's is an employer for purposes of the MWA and the IWA.  
9

10          **IV. FACTUAL ALLEGATIONS**

11          4.1     Plaintiff and members of the class work and have worked for defendant as  
12 “drivers” or “messengers.”  
13

14          4.2     Class members are responsible for the transportation of cash and other  
15 valuables and are or have been dispatched out of two branches in Western Washington, one  
16 in Seattle and the other one in Tacoma. The branch in Tacoma closed at some point during  
17 the class period

18          4.3     Class members are not provided with legally sufficient rest breaks in  
19 accordance with Washington law, in part because class members were required to perform  
20 work duties at all times during their work day.  
21

22          4.4     Class members also were not provided with legally sufficient paid meal  
23 periods in accordance with Washington law, in part because class members were required  
24 to perform work duties at all times during their work day.  
25

26          4.5     During the class period, plaintiff and other class members routinely worked

1 in excess of forty hours per week.

2           4.6 Defendant knew that plaintiff and other members of the class were working  
3 in excess of forty hours per week without receipt of overtime or regular compensation for  
4 all hours worked, and were not able to take the required rest and meal breaks, and  
5 nonetheless continued to require and allow such pay practices to continue.  
6

7           4.7 In failing to provide the required paid rest and meal breaks, defendants have  
8 acted willfully and with the intent of depriving plaintiff and members of the class of the  
9 requisite overtime or regular compensation.

10           **V. CLASS ACTION ALLEGATIONS**

11           5.1 Plaintiff seeks to represent all past and present employees employed by  
12 defendant in Washington as a "drivers," "messengers," or similar classifications, beginning  
13 on November 1, 2007 and continuing thereafter.  
14

15           5.2 The action is properly maintainable under CR 23(a) and (b)(3).

16           5.3 The class described in paragraph 5.1 is sufficiently numerous such that  
17 joinder of all of them is impractical, as required by CR 23(a)(1).

18           5.4 Pursuant to CR 23(a)(2), there are common questions of law and fact  
19 including, but not limited to, whether the defendant failed to pay class members one and  
20 one-half times their regular rate of pay; whether the defendant has an illegal policy and  
21 practice of not providing class members with the required rest and meal breaks; and  
22 whether the defendant, in failing to pay wages and to provide for required rest and meal  
23 breaks, has acted willfully and with the intent to deprive plaintiff and the members of the  
24 class of such compensation.  
25  
26

1           5.5 Pursuant to CR 23(a)(3), the named plaintiff's wage and hour claims are  
2 typical of the claims of all class members and of defendant's anticipated affirmative  
3 defenses thereto.

4           5.6 The named plaintiff will fairly and adequately protect the interests of the  
5 class as required by CR 23(a)(4).  
6

7           5.7 Pursuant to CR 23(b)(3), class certification is appropriate here because  
8 questions of law or fact common to members of the class predominate over any questions  
9 affecting only individual members and because a class action is superior to other available  
10 methods for the fair and efficient adjudication of the controversy.

11           **VI. FIRST CAUSE OF ACTION – CLASSWIDE FAILURE TO PAY**  
12           **OVERTIME WAGES IN VIOLATION OF THE WASHINGTON**  
13           **STATE MINIMUM WAGE ACT**

14           6.1 Plaintiff restates and realleges the allegations set forth in paragraphs 1.1  
15 through 5.7 above.

16           6.2 Defendant's failure to pay class members one and one-half times their  
17 regular rate of pay for hours worked in excess of forty in their work weeks constitutes a  
18 violation of RCW 49.46.130.

19           6.3 As a result of defendant's acts and omissions, plaintiff and the class  
20 members have been damaged in amounts as will be proven at trial.

21           **VII. SECOND CAUSE OF ACTION - CLASSWIDE FAILURE TO**  
22           **PROVIDE AND PAY FOR REST AND MEAL BREAKS**  
23           **AS REQUIRED UNDER WASHINGTON LAW**

24           7.1 Plaintiff restates and realleges the allegations set forth in paragraphs 1.1  
25 through 6.3 above.

26           7.2 Defendant's failure to provide and pay for legally sufficient rest breaks

1 constitutes a violation of RCW 49.12 and WAC 296-126-092.

2 7.3 Defendant's failure to provide and pay for legally sufficient meal breaks  
3 constitutes a violation of RCW 49.12 and WAC 296-126-092.

4 7.4 As a result of defendant's acts and omissions, plaintiff and the class  
5 members have been damaged in amounts as will be proven at trial.  
6

7 **VIII. THIRD CAUSE OF ACTION - CLASSWIDE FAILURE TO PAY FOR**  
8 **WORK AS REQUIRED BY EMPLOYMENT POLICIES AND**  
9 **AGREEMENTS**

10 8.1 Plaintiff restates and realleges the allegations set forth at paragraphs 1.1  
11 through 7.4 above.

12 8.2 Some of the missed rest break and meal periods may have fallen in work weeks  
13 in which class members worked less than forty hours.

14 8.3 As to those missed rest break and meal periods, defendant has breached the  
15 employment policies and agreements applicable to plaintiff and the class members and has  
16 been violating statutory requirements, including RCW 49.46.020 and RCW 49.48.010, by  
17 failing to pay for these hours worked at the agreed upon hourly pay rates.

18 8.4 As a result of defendant's acts and omissions, plaintiff and the class  
19 members have been damaged in amounts as will be proven at trial.  
20

21 **IX. FOURTH CAUSE OF ACTION - CLASSWIDE WILLFUL**  
22 **WITHHOLDING OF WAGES IN VIOLATION OF RCW 49.52**

23 9.1 Plaintiff restates and realleges the allegations set forth in paragraphs 1.1  
24 through 8.4 above as if fully set forth herein.

25 9.2 By the foregoing, defendant's actions constitute willful withholding of  
26 agreed upon wages in violation of RCW 49.52.050 and .070.

