

0300
GEGHÁRMSÁÍ ÁFGÈ ÁÚT
SØ ÕÁÛWÞVÝ
ÙWÚÛÜÜÁÛUWÜVÁÛSÛS
ÒÈÛSÛÛ
ÔÈÛÀÛÁGÈÈH H È ÁÛÈÈ

1
2
3
4
5
6
7 **IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF KING**
9

10 **REBECCA K. CLEVER**, individually and
11 on behalf of all others similarly situated,

12
13 Plaintiff,

14 v.

15 **WEYERHAEUSER NR COMPANY**, a
16 Washington Corporation,

17
18 Defendant.
19

Case No. _____

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Rebecca K. Clever (“Plaintiff”), on behalf of herself and all others similarly
2 situated, complains, and alleges the following:

3 **NATURE OF ACTION**

4 1. This is a class action, pursuant to Wash. Super. Ct. Civ. R. 23, seeking damages for
5 Defendant’s failure to reimburse necessarily incurred business expenses, interest, liquidated
6 damages, injunctive relief, reasonable attorneys’ fees and costs, under the City of Seattle Wage
7 Theft Ordinance, Seattle Municipal Code (“SMC”) 14.20.020 and 14.20.090(A), on behalf of
8 Plaintiff and all other employees of Weyerhaeuser NR Company (“Defendant” or “Weyerhaeuser
9 NR”) who worked remotely from home in Seattle (“Class Members”) at any time from three years
10 prior to the filing of this action through to trial (“Class Period”).

11 **JURISDICTION & VENUE**

12 2. The Court has jurisdiction over Plaintiff and Class Members’ claims pursuant to
13 SMC 14.20.090(A).

14 3. Defendant is within the jurisdiction of this Court. Defendant has conducted
15 business and has employed Plaintiff and other individuals in Washington, including Seattle,
16 Washington. Defendant has obtained the benefits of the laws of the State of Washington and
17 Washington retail and labor markets. Defendant has also obtained the benefit of the City of Seattle
18 retail and labor markets.

19 4. Venue is proper in King County, Washington, pursuant to Revised Code of
20 Washington (“RCW”) 4.12.020(3) and 4.12.025. Plaintiff incurred unreimbursed work expenses
21 while carrying out her job duties for Defendant in Seattle, King County.

22 **PARTIES**

23 5. Plaintiff worked as a lumber product management and sales associate for Defendant
24 from approximately November 2019 until January 2021. At all times during her employment,
25 Plaintiff has been a resident of Seattle, Washington and has incurred necessary business expenses
26
27

1 in direct consequence of the discharge of her duties for Defendant for which she was not
2 reimbursed.

3 6. Weyerhaeuser NR is a Washington Corporation, with its main office located at 220
4 Occidental Ave. S., Seattle, WA 98104. Weyerhaeuser NR is a subsidiary of Weyerhaeuser
5 Company, one of the world’s largest private owners of timberlands.¹

6 **FACTUAL ALLEGATIONS**

7 ***A. Failure to Reimburse Expenses***

8 7. Throughout the Class Period, Defendant employed Class Members in various
9 positions including secretarial and administrative staff, sales and marketing, corporate finance,
10 legal, accounting, customer support, IT support, and facility management. In response to the
11 COVID-19 pandemic and the Governor’s “stay home, stay healthy” order, during the Class Period
12 Weyerhaeuser NR - closed its Seattle office and directed its employees to work remotely from
13 home until further notice. As part of their directive, Defendant required and/or expected Plaintiff
14 and Class Members to provide their own remote work offices, and to provide internet connectivity,
15 phone service, equipment and/or office supplies, and utilities at their own expense (“Remote Work
16 Expenses”).
17

18 8. Thus, in order to fulfill their job duties for Defendant during the Class Period, at
19 the direction of Defendant, Plaintiff and Class Members incurred necessary out-of-pocket
20 expenses. Defendant, however, did not reimburse Plaintiff or Class Members for these expenses
21 each month, fully or at all.

22 9. Upon information and belief, Defendant’s direction to Plaintiff and Class Members
23 to work remotely and direction and/or expectation to pay out of pocket for their Remote Work
24

25 _____
26
27 ¹ <https://en.wikipedia.org/wiki/Weyerhaeuser>; Weyerhaeuser Company, Fiscal 2022 Annual
28 Report, Form 10-K, p. 3 (2022)

1 Expenses and Defendant's failure to reimburse Plaintiff and Class Members for such expenses
2 were a matter of written common policies and practices applicable to all Class Members.

3 10. Defendant was and is aware, and/or should have been aware, that Class Members
4 regularly incurred Remote Work Expenses in direct consequence of discharging their duties for
5 Defendant. Defendant nevertheless has, throughout the Class Period, failed and refused to reimburse
6 and compensate Class Members for the expenses it requires them to incur in order to perform their job
7 duties while working remotely.

8 11. Plaintiff and Class Members have been harmed by Defendant's unlawful policies
9 and/or practices in that they have not been indemnified for expenses necessarily incurred in the
10 course of their employment with Defendant, thereby diminishing their agreed-upon compensation,
11 in amounts to be proved at trial.

12 **CLASS ACTION ALLEGATIONS**

13 12. Plaintiff brings this case as a class action pursuant to Rule 23 of the Washington
14 Superior Court Civil Rules.

15 13. Upon information and belief, there are at least 100 individuals in the Class.
16 Members of the Class are so numerous that joinder of all members is impractical.

17 14. Plaintiff's claims are typical of the claims of the Class because she was an employee
18 of Weyerhaeuser NR in Seattle, incurred necessary out-of-pocket expenses in direct consequence
19 of the discharge of her duties for Defendant while working remotely, and was not reimbursed for
20 such expenses at least once a month, or at all.

21 15. Plaintiff will fairly and adequately represent interests of the Class. Plaintiff has no
22 conflict of interest with any member of the Class. Plaintiff has retained competent and experienced
23 counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial
24 resources to adequately represent the interests of the Class.
25
26
27
28

1 16. Common questions of law and fact exist as to all members of the Class and
2 predominate over any questions solely affecting individual members of the Class. Among the
3 questions of law and fact common to the Plaintiff and the Class are the following:

4 i. Whether Plaintiff and Class Members incurred expenses in direct
5 consequence of the discharge of their duties or in obedience to the directions of Defendant.

6 ii. Whether the expenses Plaintiff and Class Members incurred were necessary
7 expenditures;

8 iii. Whether Defendant knew or should have known that Plaintiff and the Class
9 were incurring necessary business-related expenses working remotely for Defendant;

10 iv. Whether Defendant failed and/or refused to reimburse and indemnify
11 Plaintiff and Class Members for the expenses they necessarily incurred the discharge of their job
12 duties;

13 v. Whether Defendant's failure to reimburse the expenses incurred by Plaintiff
14 and Class Members, fully or at all, was the result of, and/or pursuant to, common policies or regular
15 practices of Defendant;

16 vi. Whether Defendant violated SMC 14.20.020 by failing to reimburse
17 Plaintiff and similarly situated Class Members for their business expenses;

18 vii. Whether Defendant's failure was willful and entitles Plaintiff and Class
19 Members to liquidated damages under SMC 14.20.090;

20 viii. The proper formula(s) for calculating damages, interest, liquidated
21 damages, and reasonable attorneys' fees and costs, owed to Plaintiff and the Class Members.

22 ix. Whether Plaintiff and Class Members are entitled to injunctive relief.

23 17. Class action treatment is superior to any alternative to ensure the fair and efficient
24 adjudication of the controversy alleged herein. Such treatment will permit a large number of
25 similarly situated persons to prosecute their common claims in a single forum simultaneously,
26
27

1 efficiently, and without duplication of effort and expense that numerous individuals would entail.
2 No difficulties are likely to be encountered in the management of this class action that would
3 preclude its maintenance as a class action, and no superior alternative exists for the fair and
4 efficient adjudication of this controversy. The Class Members are readily identifiable from
5 Defendant's employee rosters and/or payroll records.

6 18. Defendant's actions are generally applicable to the entire Class. Prosecution of
7 separate actions by individual members of the Class creates the risk of inconsistent or varying
8 adjudications of the issues presented herein, which, in turn, would establish incompatible standards
9 of conduct for Defendant.

10 19. Because joinder of all members is impractical, a class action is superior to other
11 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
12 amounts at stake for many members of the Class, while substantial, may not be sufficient to enable
13 them to maintain separate suits against Defendant.
14

15 **CAUSE OF ACTION**

16 **(Wage Theft Under SMC 14.20, et seq.)**

17 20. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
18 in the preceding paragraphs.

19 21. SMC 14.20.020 provides that, for employees who work in Seattle, the "employer
20 shall pay all compensation owed to an employee by reason of employment on an established
21 regular pay day at no longer than monthly payment intervals." SMC 14.20.010 also defines
22 "Compensation" to include "reimbursement for employer expenses" and requires that "an
23 employer shall indemnify the employee for all necessary expenditures or losses incurred by the
24 employee in direct consequence of the discharge of the employee's duties, or of the employee's
25 obedience to the directions of the employer."

26 22. In order to discharge their job duties for Defendant while working in Seattle,
27 Plaintiff and Class Members were required and/or expected by Defendant to provide their own
28

1 home office space, and to provide and use their own internet connection, phone services,
2 equipment and/or office supplies, and utilities, as described above.

3 23. Defendant, however, did not reimburse Plaintiff and Class Members, fully or at all,
4 for the work expenses necessarily incurred by Plaintiff and Class Members in the discharge of
5 their job duties for Defendant, during each month of their employment with Defendant.

6 24. By failing to fully reimburse Plaintiff and Class Members for such expenses,
7 Defendant has violated SMC 14.20.020.

8 25. Defendant's failure to fully reimburse Plaintiff and Class Members pursuant to
9 SMC 14.20.020 was willful within the meaning of SMC 14.20 et seq.

10 26. Plaintiff and Class Members are entitled to indemnification for these necessary
11 expenditures, plus interest, injunctive relief, liquidated damages, and attorneys' fees and costs,
12 under SMC 14.20.020 and SMC 14.20.090(A).

13 27. Plaintiff, on behalf of herself and Class Members, requests relief as described
14 below.

15
16 **JURY DEMAND**

17 28. Plaintiff hereby demands trial by jury of her and the Class claims against
18 Defendant.

19 **PRAYER FOR RELIEF**

20 Wherefore, Plaintiff, on behalf of herself and the members of the Class, prays for judgment
21 against Defendant as follows:

22 A. An Order that this action may proceed and be maintained as a class action and
23 certifying the class as defined above;

24 B. A declaratory judgment that Defendant willfully violated SMC 14.20.020 by failing
25 to indemnify Plaintiff and Class Members for all necessary expenditures incurred by them in direct
26 consequence of the discharge of their duties, or of their obedience to the directions of the
27 Defendant;

1 C. An award to Plaintiff and Class Members in the amount of the expenses incurred
2 by them working for Defendant during the Class Period, plus liquidated damages in an additional
3 amount equal to the reimbursement unlawfully withheld during the Class Period, as well as an
4 award of interest, and reasonable attorney's fees and costs;

5 D. Injunctive relief, including but not limited to, a permanent injunction requiring
6 Defendant to comply with SMC 14.20; and

7 E. All other relief the Court deems proper.

8
9 DATED: July 26, 2023

Respectfully submitted,

10
11 
12 _____
13 Julian Hammond, WSBA # 52096
14 Ari Cherniak, WSBA # 55727
15 HAMMONDLAW, P.C.
16 1201 Pacific Ave Suite 600
17 Tacoma WA 98402
18 (206) 707-9366
19 (310) 295-2385 (Fax)

Attorneys for Plaintiff and the Putative Class