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7 **IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON**  
8 **IN AND FOR THE COUNTY OF KING**  
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10 **JAMES RECTOR**, individually and on  
11 behalf of all others similarly situated,

12 Plaintiff,

13 v.  
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15 **EGENCIA, LLC**, a Nevada Limited  
16 Liability Company,

17  
18 Defendant.  
19

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff James Rector (“Plaintiff”), on behalf of himself and all others similarly situated,  
2 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 Egencia, LLC (“Defendant” or “Egencia”) who worked  
9 remotely from home in Seattle (“Class Members”) at any time from three years prior to the filing  
10 of this action through to trial (“Class Period”).

11 **JURISDICTION & VENUE**

12 2. This 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 and unpaid wages while carrying out his job duties for Defendant in Seattle, King County.

22 **PARTIES**

23 5. Plaintiff worked as a senior accountant for Defendant from approximately October  
24 2021 until March 2022. At all times during his employment, Plaintiff has been a resident of Seattle,  
25 Washington and has incurred necessary business expenses in direct consequence of the discharge  
26 of his duties for Defendant for which he was not reimbursed.  
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1 6. Egencia is a Nevada Limited Liability Company, with a main office at 1111  
2 Egencia Group Way West, Seattle, WA 98119. Defendant runs a global corporate travel business.

3 **FACTUAL ALLEGATIONS**

4 ***A. Failure to Reimburse Expenses***

5 7. Throughout the Class Period, Defendant employed Class Members in various  
6 positions including secretarial and administrative staff, software engineers, software developers,  
7 sales and marketing, corporate finance, legal, accounting, client services, and IT support. In  
8 response to the COVID-19 pandemic and the Governor's "stay home, stay healthy" order, during  
9 the Class Period Egencia closed its Seattle office and directed its employees to work remotely from  
10 home until further notice. As part of this directive, Defendant required and/or expected Plaintiff  
11 and Class Members to provide their own remote work offices, and to provide internet connectivity,  
12 phone service, equipment and/or office supplies, and utilities at their own expense ("Remote Work  
13 Expenses").

14  
15 8. Thus, in order to fulfill their job duties for Defendant during the Class Period, at  
16 the direction of Defendant, Plaintiff and Class Members incurred necessary out-of-pocket  
17 expenses. Defendant, however, did not reimburse Plaintiff or Class Members for these expenses  
18 each month, fully or at all.

19 9. Upon information and belief, Defendant's direction to Plaintiff and Class Members  
20 to work remotely and direction and/or expectation to pay out of pocket for their Remote Work  
21 Expenses and Defendant's failure to reimburse Plaintiff and Class Members for such expenses  
22 were a matter of written common policies and practices applicable to all Class Members.

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

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

5   **CLASS ACTION ALLEGATIONS**

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

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

10           14. Plaintiff's claims are typical of the claims of the Class because he was an employee  
11 of Egencia in Seattle, incurred necessary out-of-pocket expenses in direct consequence of the  
12 discharge of his duties for Defendant while working remotely, and was not reimbursed for such  
13 expenses at least once a month, or at all.

14           15. Plaintiff will fairly and adequately represent interests of the Class. Plaintiff has no  
15 conflict of interest with any member of the Class. Plaintiff has retained competent and experienced  
16 counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial  
17 resources to adequately represent the interests of the Class.

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

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

23           ii.           Whether the expenses Plaintiff and Class Members incurred were necessary  
24 expenditures;

25           iii.           Whether Defendant knew or should have known that Plaintiff and the Class  
26 were incurring necessary business-related expenses working remotely for Defendant;  
27

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

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

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

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

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

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

15          17.       Class action treatment is superior to any alternative to ensure the fair and efficient  
16 adjudication of the controversy alleged herein. Such treatment will permit a large number of  
17 similarly situated persons to prosecute their common claims in a single forum simultaneously,  
18 efficiently, and without duplication of effort and expense that numerous individuals would entail.  
19 No difficulties are likely to be encountered in the management of this class action that would  
20 preclude its maintenance as a class action, and no superior alternative exists for the fair and  
21 efficient adjudication of this controversy. The Class Members are readily identifiable from  
22 Defendant's employee rosters and/or payroll records.

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



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

4 27. Plaintiff, on behalf of himself and Class Members, requests relief as described  
5 below.

6 **JURY DEMAND**

7 28. Plaintiff hereby demands trial by jury of his and the Class claims against Defendant.

8 **PRAYER FOR RELIEF**

9 Wherefore, Plaintiff, on behalf of himself and the members of the Class, prays for judgment  
10 against Defendant as follows:

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

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

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


21 D. Injunctive relief, including but not limited to, a permanent injunction requiring  
22 Defendant to comply with SMC 14.20; and  
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E. All other relief this Court deems proper.

DATED: June 23, 2023

Respectfully submitted,



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