

EXHIBIT 2

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

DAN KWATE, on his own behalf and on the
behalf of all others similarly situated,

Plaintiff,

v.

REECE CONSTRUCTION COMPANY, a For-
Profit Corporation; and STEVEN REECE and the
marital community thereof;

Defendants.

CLASS ACTION

NO. 23-2-02124-0 SEA

**PLAINTIFF’S COMPLAINT FOR
DAMAGES**

JURY TRIAL REQUESTED

Plaintiff, individually and on behalf of all others similarly situated, by and through his
counsel, for his Complaint against Defendants hereby states and alleges as follows:

I. NATURE OF THE ACTION

1.1 Defendant REECE CONSTRUCTION COMPANY (“Reece”) is in the business of
construction in Washington State. Defendant STEVEN REECE (“Mr. Reece) is the President and
owner of Defendant REECE CONSTRUCTION COMPANY and is responsible for the payment
of wages to Reece’s employees. Reece and Mr. Reece are collectively referred to as “Defendants.”

1.2 During the past several years, Reece has employed drivers based out of its facility or
facilities in Marysville and Arlington, Washington. These drivers’ primary job duty is to drive

1 vehicles, including grinder and dump trucks, upon public and private construction projects. On
2 information and belief, Defendants have employed more than 40 such employees in Washington
3 State, including in the City of Seattle, as set forth below, in the last three years.

4 1.3 As set forth more fully below, Defendants have engaged in a systemic policy and practice
5 of denying rest breaks and meal breaks—and thereby wages—to their non-exempt employees.
6 Defendants have failed to compensate their employees for missed rest breaks and time worked
7 during purported meal breaks.
8

9 1.4 Defendants have also engaged in a common practice of failing to pay Plaintiff and Class
10 members for all hours worked.

11 1.5 Defendants have also engaged in a common practice of failing to pay their employees at the
12 proper rate of pay. This includes but is not limited to failing to pay the appropriate prevailing wage
13 rate for work performed on public works projects and failing to pay overtime at the proper overtime
14 rate of pay.
15

16 1.6 Defendants' deliberate failure to pay employees their earned wages violates Washington
17 law and City of Seattle ordinances.

18 1.7 Plaintiff and Class members are current and former non-exempt driver employees who have
19 been employed by Defendants in the State of Washington and who have been victimized by the
20 Defendants' unlawful compensation practices. This lawsuit is brought as a class action under state
21 law to recover unpaid wages owed to the individual Plaintiff and all other similarly situated
22 employees.
23

24 **II. JURISDICTION, VENUE, AND PARTIES**

25 2.1 Venue is proper in King County because Defendants transact business in King County and
26 some of the specific acts alleged herein occurred in King County, including the City of Seattle.

1 2.2 Defendants are within the jurisdiction of this Court. Defendants do business in the State of
2 Washington and have operations in Seattle and King County, Washington.

3 2.3 Defendant Reece is a foreign for-profit corporation, registered in the State of Washington.
4 It has obtained the benefits of the laws of the State of Washington and the Washington retail and
5 labor markets. It has also obtained the benefits of City of Seattle retail and labor markets.
6

7 2.4 Defendant Mr. Reece is an owner and officer of Defendant Reece, which employed Plaintiff
8 and proposed Class members Washington State, during the relevant period as set forth below. On
9 information and belief, Defendant Mr. Reece was an “employer” of Plaintiff and the proposed Class
10 as defined by the wage laws at issue here.

11 2.5 On information and belief, all of Defendant Mr. Reece’s alleged acts were done in pursuit
12 of financial gain, or livelihood, for himself individually and on behalf of and for the benefit of his
13 marital community.
14

15 2.6 Named Plaintiff Dan Kwate performed all relevant work in the State of Washington and
16 was a non-exempt driver employee of Defendants in Washington State from approximately April
17 2021 to approximately October 2022. Plaintiff Kwate worked for Defendants in the City of Seattle
18 more than two hours per week.

19 2.7 There is no CAFA jurisdiction. Federal jurisdiction is inappropriate under the Class Action
20 Fairness Act, 28 U.S.C. § 1332(d)(4)(A), because more than two-thirds of the members of the
21 proposed class in the aggregate are citizens of Washington; Defendants are parties from whom
22 significant relief is sought by members of the plaintiff Class; the alleged conduct of Defendants
23 forms a significant basis for the claims asserted by the proposed plaintiff Class; Defendant Mr.
24 Reece is a citizen of Washington; the principal injuries resulting from the alleged conduct were
25 incurred in Washington; and, during the three-year period preceding the filing of this action, no
26

1 other class action has been filed asserting same or similar factual allegations against the Defendants
2 on behalf of the same or other persons. Alternatively, federal jurisdiction is inappropriate under the
3 Class Action Fairness Act, 28 U.S.C. § 1332 (d)(4)(B), because two-thirds or more of the members
4 of the proposed plaintiff Class in the aggregate, and Defendant Mr. Reece, are citizens of the state
5 of Washington.
6

7 **III. CLASS ACTION ALLEGATIONS**

8 3.1 Plaintiff and the Class reallege and incorporate by reference each and every allegation set
9 forth in the preceding paragraphs.

10 3.2 Plaintiff brings this case as a class action pursuant to Washington Civil Rule 23 on behalf
11 of a Class consisting of:

12 3.3 All current and former employees of Reece Construction Company, who at any time from
13 February 2, 2020 through 120 days before trial worked as drivers for the company while operating
14 or residing in the State of Washington.
15

16 3.4 Excluded from this Class are Defendants, any entity in which Defendants have a
17 controlling interest or which has controlling interest in Defendants, and Defendants' legal
18 representatives, assignees, and successors. Also excluded are the Judge(s) to whom this case is
19 assigned and any member of the Judge's immediate family.
20

21 3.5 Plaintiff believes there are at least 40 current and former employees in the Class.

22 3.6 Plaintiff's claims are typical of the claims of the members of the Class because he is a driver
23 employee who, like the members of the Class, sustained damages arising out of Defendants' failure
24 to pay wages for missed meal and rest breaks; failure to pay for all hours worked, including
25 overtime; and failure to pay at the proper rate for the type of work performed.
26

1 3.7 Plaintiff will fairly and adequately protect the interests of the Class members. Plaintiff has
2 retained counsel who are competent and experienced in complex and class action litigation,
3 including employment law.

4 3.8 Common questions of law and fact exist as to Plaintiff and all members of the Class and
5 predominate over any questions solely affecting individual members of the Class. Among the
6 questions of law and fact common to Plaintiff and the Class are:
7

8 **a.** Whether Defendants engaged in a common course of failing to provide Class members
9 with a ten-minute rest break for every four hours of work;

10 **b.** Whether Defendants have engaged in a common course of requiring Class members to
11 work more than three consecutive hours without a rest break;

12 **c.** Whether Defendants have engaged in a common course of failing to ensure Class
13 members have taken the rest breaks to which they are entitled;

14 **d.** Whether Defendants have engaged in a common course of failing to pay Class members
15 an additional 10 minutes of compensation for each missed rest break;

16 **e.** Whether Defendants have engaged in a common course of failing to provide Class
17 members with a 30-minute meal break for every five hours of work;

18 **f.** Whether Defendants have engaged in a common course of failing to ensure that Class
19 members have taken the meal breaks to which they are entitled;

20 **g.** Whether Defendants have engaged in a common course of failing to pay Class members
21 an additional 30 minutes of compensation for each missed meal break;

22 **h.** Whether Defendants have engaged in a common course of failing to pay Class members
23 for all hours worked;
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1 **i.** Whether Defendants have engaged in a common course of failing to pay Class members
2 all overtime compensation to which they are entitled;

3 **j.** Whether Defendants have engaged in a common course of failing to pay their employees
4 prevailing wage rates for all work performed on public works projects.

5 **k.** Whether Defendants violated RCW 39.12 *et seq.* as to Plaintiff and the Class;

6 **l.** Whether Defendants violated RCW 49.12 *et seq.* as to Plaintiff and the Class;

7 **m.** Whether Defendants violated RCW 49.28 *et seq.* as to Plaintiff and the Class;

8 **n.** Whether Defendants violated RCW 49.46.090 as to Plaintiff and the Class;

9 **o.** Whether Defendants violated RCW 49.46.130 as to Plaintiff and the Class;

10 **p.** Whether Defendants violated RCW 49.48.010 as to Plaintiff and the Class;

11 **q.** Whether Defendants violated RCW 49.52.050 as to Plaintiff and the Class;

12 **r.** Whether Defendants violated WAC 296-126-092 as to Plaintiff and the Class;

13 **s.** Whether Defendants violated WAC 296-126-040 as to Plaintiff and the Class;

14 **t.** Whether Defendants violated WAC 296-128-010 as to Plaintiff and the Class;

15 **u.** Whether Defendants violated WAC 296-128-020 as to Plaintiff and the Class;

16 **v.** Whether Defendants violated WAC 296-127 *et seq.* as to Plaintiff and the Class;

17 **w.** Whether Defendants violated SMC 14.19 *et seq.* and 14.20 *et seq.* as to Plaintiff and the
18 Class; and
19

20 **x.** The nature and extent of Class-wide injury and the measure of compensation for such
21 injury.
22

23 3.9 Class action treatment is superior to the alternatives for the fair and efficient adjudication of
24 the controversy alleged herein. Class action treatment will permit a large number of similarly-
25 situated persons to prosecute their modest, purely economic, common claims in a single forum
26

1 simultaneously, efficiently, and without duplication of effort and expense that numerous individual
2 actions would entail. No difficulties are likely to be encountered in the management of this class
3 action that would preclude its maintenance as a class action, and no superior alternative exists for
4 the fair and efficient adjudication of this controversy. The Class is readily identifiable from
5 Defendants' records.

6
7 3.10 A class action is superior to other available methods for the fair and efficient adjudication
8 of this controversy since joinder of all matters is impractical. Furthermore, the amounts at stake for
9 many of the Class members, while substantial to them, are not great enough to hire an attorney to
10 prosecute individual suits against Defendants.

11 3.11 Without a class action, Defendants will likely continue its course of illegal action which will
12 cause further damage to Plaintiff and the Class.

13
14 **IV. SUMMARY OF CLASS ACTION FACTUAL ALLEGATIONS**

15 4.1 Plaintiff and the Class reallege and incorporate by reference each and every allegation set
16 forth in the preceding paragraphs.

17 4.2 Since at least February 2020, Defendants have engaged in a common course of failing to
18 provide Plaintiff and the Class members with a paid ten-minute rest break for every four hours of
19 work.

20 4.3 Since at least February 2020, Plaintiff and other Class members have routinely performed
21 work for Defendants in the City of Seattle in excess of two hours per week.

22 4.4 Since at least February 2020, Defendants have engaged in a common course of requiring or
23 permitting Plaintiff and Class members to work more than three consecutive hours without a rest
24 break.
25
26

1 4.5 Since at least February 2020, Defendants have engaged in a common course of failing to
2 ensure Plaintiff and Class members have taken the rest breaks to which they are entitled.

3 4.6 Since at least February 2020, Defendants have engaged in a common course of failing to
4 provide Plaintiff and Class members with 10 minutes of additional pay for each missed rest break.

5 4.7 Since at least February 2020, Defendants have engaged in a common course of failing to
6 provide Plaintiff and Class members with a 30-minute meal break for every five hours of work.

7 4.8 Since at least February 2020, Defendants have engaged in a common course of requiring or
8 permitting Plaintiff and Class members to work more than five consecutive hours without a meal
9 break.
10

11 4.9 Since at least February 2020, Defendants have engaged in a common course of failing to
12 ensure Plaintiff and Class members have taken the meal breaks to which they are entitled.

13 4.10 Since at least February 2020, Defendants have engaged in a common course of failing to
14 provide Plaintiff and Class members with 30 minutes of additional pay for each missed meal break.

15 4.11 Since at least February 2020, Defendants have engaged in a common course of failing to
16 pay Plaintiff and Class members for all work performed by not accurately recording and paying for
17 all hours worked.
18

19 4.12 As a result of Defendants' common course of failing to provide proper rest and meal breaks
20 to Plaintiff and Class members, and failing to pay Plaintiff and Class members for all work
21 performed, Defendants have failed to maintain accurate records of hours worked by Plaintiff and
22 Class members.
23

24 4.13 Since at least February 2020, Defendants have engaged in a common course of failing to
25 pay Plaintiff and Class members all overtime compensation to which they are entitled, including
26 overtime compensation for prevailing wage work pursuant to applicable laws.

1 4.14 Since at least February 2020, Defendants have engaged in a common course of failing to
2 pay Plaintiff and Class members applicable prevailing wage rates for all work performed on a public
3 works project, including, but not limited to, time spent travelling to and from public works projects
4 and performing other tasks in furtherance of the public works projects.

5 4.15 As a result, Plaintiff and the Class have been deprived of wages owed to them under the
6 prevailing wage laws of Washington State.

7 4.16 Defendants have had actual or constructive knowledge of the facts set forth in Paragraphs
8 25 through 39.

9
10 **V. FIRST CLAIM FOR RELIEF**

11 **(Violations of RCW 49.12.020 and WAC 296-126-092—**
12 **Failure to Provide Rest Periods)**
13 ***On Behalf of Plaintiff and the Class***

14 5.1 Plaintiff and the Class reallege and incorporate by reference each and every allegation set
15 forth in the preceding paragraphs.

16 5.2 RCW 49.12.010 provides that “[t]he welfare of the state of Washington demands that all
17 employees be protected from conditions of labor which have a pernicious effect on their health.
18 The state of Washington, therefore, exercising herein its police and sovereign power declares that
19 inadequate wages and unsanitary conditions of labor exert such pernicious effect.”

20 5.3 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any industry
21 or occupation within the state of Washington under conditions of labor detrimental to their health.”

22 5.4 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any industry
23 or occupation within the state of Washington under conditions of labor detrimental to their health.”

24 5.5 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and includes
25 the conditions of rest and meal periods” for employees.
26

1 5.6 WAC 296-126-092 provides that employees shall be allowed certain paid rest periods
2 during their shifts.

3 5.7 Under Washington law, Defendants have an obligation to provide employees with the rest
4 breaks to which they are entitled.

5 5.8 Under Washington law, Defendants have an obligation to ensure that employees take the
6 rest breaks to which they are entitled.

7 5.9 Under Washington law, Defendants have an obligation to keep records of missed rest and
8 breaks.

9 5.10 Under Washington law, Defendants have an obligation to provide employees with 10
10 minutes of additional pay for each missed rest break.

11 5.11 By the actions alleged above, Defendants have violated the provisions of RCW 49.12.020
12 and WAC 296-126-092.

13 5.12 As a result of the unlawful acts of Defendants, Plaintiff and members of the Class have been
14 deprived of compensation in amounts to be determined at trial, and Plaintiff and members of the
15 Class are entitled to the recovery of such damages, including interest thereon, attorneys' fees under
16 RCW 49.48.030, and costs.

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20 **VI. SECOND CLAIM FOR RELIEF**

21 **(Violations of RCW 49.12.020 and WAC 296-126-092—**
22 **Failure to Provide Meal Periods)**
23 ***On Behalf of Plaintiff and the Class***

24 6.1 Plaintiff and the Class reallege and incorporate by reference each and every allegation set
25 forth in the preceding paragraphs.

26 6.2 RCW 49.12.020 provides that “[i]t shall be unlawful to employ any person in any industry
or occupation within the state of Washington under conditions of labor detrimental to their health.”

1 6.3 Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and includes
2 the conditions of rest and meal periods” for employees.

3 6.4 WAC 296-126-092 provides that employees shall be allowed certain meal periods during
4 their shifts, and the meal periods shall be on the employer’s time when the employee is required by
5 the employer to remain on duty on the premises or at a prescribed work site in the interest of the
6 employer.
7

8 6.5 Under Washington law, Defendants have an obligation to provide employees with the meal
9 breaks to which they are entitled.

10 6.6 Under Washington law, Defendants have an obligation to ensure that employees take the
11 meal breaks to which they are entitled.

12 6.7 Under Washington law, Defendants have an obligation to keep records of missed meal
13 breaks.
14

15 6.8 Under Washington law, Defendants have an obligation to provide employees with 30
16 minutes of additional pay for each missed meal break.

17 6.9 By the actions alleged above, Defendants have violated the provisions of RCW 49.12.020
18 and WAC 296-126-092.

19 6.10 As a result of the unlawful acts of Defendants, Plaintiff and members of the Class have been
20 deprived of compensation in amounts to be determined at trial, and Plaintiff and members of the
21 Class are entitled to the recovery of such damages, including interest thereon, attorneys’ fees under
22 RCW 49.48.030, and costs.
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VII. THIRD CLAIM FOR RELIEF

(Minimum Wage Act: RCW 49.46 *et seq.*; RCW 49.48.010; RCW 49.28 *et seq.*; WAC 296-127-022; Seattle Municipal Code (“SMC”) 14.19 *et seq.*, & SMC 14.20 *et seq.*)

On Behalf of Plaintiff and the Class

7.1 Plaintiff and the Class reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

7.2 Under RCW 49.46.090, employers must pay employees all wages to which they are entitled under the Washington Minimum Wage Act (“WMWA”), RCW 49.46 *et seq.* If the employer fails to do so, RCW 49.46.090 requires that the employer pay the employees the full amount of the statutory minimum wage rate less any amount actually paid to the employees.

7.3 RCW 49.46.130 provides that no employer shall employ any employee for a workweek longer than 40 hours unless the employee receives compensation for his or her employment in excess of the hours above specified at a rate not less than one and half times the regular rate at which he or she is employed.

7.4 RCW 49.48.010 requires employers to pay all wages owed to employees after termination of employment.

7.5 RCW 49.28 *et seq.* requires employers to pay employees on public works projects overtime compensation after eight hours of work, except when the employees sign a valid agreement to be paid overtime after working 10 hours per day, four days per week.

7.6 SMC 14.19.035 provides for a minimum wage for employees of employers that employ 500 or fewer employees who perform more than two hours of work within the City of Seattle during a two-week period.

7.7 Under SMC 14.20.020, an employer shall pay all compensation owed to an employee by reason of employment on an established regular pay day at no longer than monthly payment intervals.

1 7.8 Defendants failed to pay Plaintiff and Class members for all time worked. Defendants
2 engaged in a common course of conduct of failing to provide Plaintiff and Class members with 10
3 minutes of additional pay for each missed rest break and with 30 minutes of additional pay for each
4 missed meal break.

5 7.9 Defendants also failed to pay Plaintiff and Class members for all time worked by failing to
6 record and pay all such work.

7 7.10 Defendants also failed to pay Plaintiff and Class members all overtime compensation for
8 which they are owed, whether under prevailing wage laws or otherwise.

9 7.11 By the actions alleged above, Defendants violated the provisions of RCW 49.46.090, RCW
10 49.46.130, RCW 49.48.010, RCW 49.28 *et seq.*, WAC 296-127-022, SMC 14.19 *et seq.*, and SMC
11 14.20 *et seq.* by failing to pay wages to Plaintiff and the Class for missed rest and meal breaks and
12 for other work performed which was not accurately recorded, including when the missed breaks
13 and work occurred during workweeks when Plaintiff and the Class worked in excess of 40 hours
14 that week, and when Plaintiff and the Class worked in excess of eight or 10 hours per day, as
15 applicable, on public works projects.

16 7.12 As a result of Defendants' unlawful acts, Plaintiff and the Class have been deprived of
17 compensation in amounts to be determined at trial, and pursuant to RCW 49.46, RCW 49.48, SMC
18 14.19.110, and SMC 14.20.090 are entitled to recover such amounts, including interest thereon,
19 liquidated damages, attorneys' fees, and costs.

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23 **VIII. FOURTH CLAIM FOR RELIEF**

24 **(Prevailing Wage Violation)**
25 ***On Behalf of Plaintiff and the Class***

26 8.1 Plaintiff and the Class reallege and incorporate by reference each and every allegation set
forth in the preceding paragraphs.

1 8.2 RCW 39.12.020 provides: “The hourly wages to be paid to laborers, workers, or mechanics,
2 upon all public works and under all public building service maintenance contracts of the state or
3 any county, municipality or political subdivision created by its laws, shall be not less than the
4 prevailing rate of wage”

5 8.3 RCW 39.12.050 provides: “Any contractor or subcontractor who files a false statement or
6 fails to file any statement or record required to be filed . . . shall . . . forfeit as a civil penalty the sum
7 of five hundred dollars for each false filing or failure to file”

8 8.4 WAC 296-127 et seq. provides a guide for the type of work entitled to a prevailing wage
9 rate.
10

11 8.5 Plaintiff and the Class imported and exported material, including but not limited to gravel,
12 concrete, asphalt or similar material, to/from public works projects and/or to/from adjacent staging
13 locations.
14

15 8.6 Plaintiff and the Class were not paid at prevailing wage for travel time bringing/taking such
16 materials to/from these projects.

17 8.7 Plaintiff and Class members were also not paid the prevailing wage for other work
18 performed on prevailing wage projects

19 8.8 By the actions alleged above, Defendants have violated the provisions of RCW 39.12.020,
20 RCW 39.12.050 and WAC 296-127 et seq., and/or other applicable laws, by failing to pay
21 prevailing wage and/or failing to file required statements.
22

23 8.9 As a result of the unlawful acts of Defendants, Plaintiff and members of the Class have
24 been deprived of compensation in amounts to be determined at trial, and Plaintiff and members of
25 the Class are entitled to the recovery of such damages, including interest thereon, attorneys’ fees
26 and costs.

IX. FIFTH CLAIM FOR RELIEF

**(Willful Refusal to Pay Wages: RCW 49.52.050)
*On Behalf of Plaintiff and the Class***

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4 9.1 Plaintiff and the Class reallege and incorporate by reference each and every allegation set
5 forth in the preceding paragraphs.

6 9.2 RCW 49.52.050(2) provides that any employer who “willfully and with intent to deprive
7 the employee of any part of his wages, pays any employee a lower wage than the wage such
8 employer is obligated to pay such employee by any statute, ordinance, or contract” is guilty of a
9 misdemeanor.
10

11 9.3 RCW 49.52.070 provides that any employer who violates the foregoing statute shall be
12 liable in a civil action for twice the amount of wages withheld, together with costs of suit and
13 reasonable attorneys’ fees.

14 9.4 Defendants’ alleged unlawful actions against Plaintiff and the Class, as set forth above, were
15 committed willfully and with intent to deprive Plaintiff and the Class of part of their wages.

16 9.5 As such, based on the above allegations, Defendants violated the provisions of RCW
17 49.52.050.
18

19 9.6 Because of Defendants’ unlawful acts, Plaintiff and the Class have been deprived of
20 compensation in amounts to be determined at trial, and pursuant to RCW 49.52.070 are entitled to
21 recovery exemplary damages of twice such amount of unpaid compensation, including interest
22 thereon, attorneys’ fees, and costs.
23

X. PRAYER FOR RELIEF

24
25 Wherefore, Plaintiff, on his own behalf and on behalf of the members of the Class, pray for
26 judgment against Defendants as follows:

A. Certify the proposed Plaintiff Class;

1 **B.** Declare that Defendants are financially responsible for notifying all Class members of
2 Defendants' wage and hour violations;

3 **C.** Appoint Plaintiff Dan Kwate as Class Representative;

4 **D.** Appoint the undersigned counsel as Class Counsel;

5 **E.** Declare that the actions complained of herein violate Washington law and administrative
6 codes;

7 **F.** Award Plaintiff and the Class compensatory and exemplary damages;

8 **G.** Award Plaintiff and the Class attorneys' fees and costs, as allowed by law;

9 **H.** Award Plaintiff and the Class pre-judgment and post-judgment interest, as provided by law;
10

11 and

12 **I.** Grant such other and further relief as this Court deems necessary.
13

14 DATED this 27th day of February, 2023.

15 **REKHI & WOLK, P.S.**

16
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