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

8 DESTINEE MOLIGA, individually and on
9 behalf of all others similarly situated,

10 Plaintiff,

11 v.

12 QDOBA RESTAURANT CORPORATION, a
13 foreign for profit corporation doing business
14 as QDOBA MEXICAN EATS
CORPORATION; and DOES 1-20,

15 Defendants.
16

No. 23-2-11540-6 SEA

CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF,
AND DECLARATORY RELIEF

17 Plaintiff Destinee Moliga, on behalf of herself and all others similarly situated (the
18 “Class”), by and through her counsel, brings this Class Action Complaint against Defendant
19 Qdoba Restaurant Corporation (“Qdoba” or “Defendant”) and alleges, upon personal knowledge
20 as to her own actions and her counsel’s investigations, and upon information and belief as to all
21 other matters, as follows:

22 **I. NATURE OF THE CASE**

23 1. Effective January 1, 2023, employers must disclose in each posting for each job
24 opening, the wage scale or salary range and a general description of all of the benefits and other
25 compensation to be offered to the hired applicant. RCW 49.58.110(1).

26 2. The Washington Legislature finds that “despite existing equal pay laws, there
27 continues to be a gap in wages and advancement opportunities among workers in Washington.”

CLASS ACTION COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, AND DECLARATORY RELIEF - 1

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1 RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower
2 pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(b).

3 3. “Some folks do not have the networks or ability to negotiate salaries. Salaries vary
4 wildly in companies within the same industry and applicants do not have the ability to know what
5 the value of the position is.” H.B. Rep. ESSB 5761, at 2 (Wash. 2022). The Equal Pay and
6 Opportunities Act (“EPOA”) “allows a discussion at the start of the process instead of after an
7 offer has been made, which will increase the ability to negotiate pay.” *Id.* Additionally, “[m]any
8 candidates spend hours going through rounds of interviews only to find out they can’t live on the
9 offered pay.” S.B. Rep. ESSB 5761, at 3 (Wash. 2022). The EPOA makes Washington “more
10 competitive for job seekers at a time when our employers are struggling to recruit and retain
11 workers who keep our economy going.” *Id.*

12 4. This is a class action on behalf of individuals who applied to job openings with the
13 Defendant where the job posting did not include the wage scale, salary range, and/or a general
14 description of all of the benefits and other compensation to be offered in direct violation of RCW
15 49.58.110.

16 II. JURISDICTION AND VENUE

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

18 6. Venue is proper in this Court pursuant to RCW 4.12.025 because the acts and
19 omissions alleged took place, in whole or in part, in King County, Washington, and Defendant
20 resides and transacts business in King County, Washington.

21 7. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28
22 U.S.C. § 1332(d)(4)(A), because: (a) all members of the Class are applicants of Washington
23 employers, or were applicants of Washington employers, at all times relevant to their interactions
24 with Defendant; (b) Defendant is registered to conduct business, and regularly transacts business,
25 within Washington; (c) the alleged conduct of Defendant occurred within Washington; (d) the
26 injuries to Plaintiff and the Class occurred within Washington; and (e) during the three-year period
27 preceding the filing of this action, no other class action has been filed asserting the same or similar

1 factual allegations against Defendant on behalf of the same persons. Alternatively, federal
2 jurisdiction is inappropriate under the Class Action Fairness Act because: (a) pursuant to 28 U.S.C.
3 § 1332(d)(4)(B), more than two-thirds of the Class reside in Washington; and (b) pursuant to 28
4 U.S.C. § 1332(2), the amount in controversy does not exceed the sum or value of \$5,000,000,
5 exclusive of interest and costs.

6 **III. PARTIES**

7 8. Plaintiff Destinee Moliga is a resident of Pierce County, Washington and applied
8 to work for Defendant Qdoba Restaurant Corporation at its restaurant located at 17801
9 International Blvd, Space CT-12, Seattle, King County, Washington 98158.

10 9. Defendant Qdoba Restaurant Corporation is a foreign for profit corporation that
11 regularly transacts business in King County, Washington and has multiple offices for the
12 transaction of business in King County, Washington, including at 17801 International Blvd, Space
13 CT-12, Seattle, Washington 98158; 1200 NE 45th Street, Seattle, Washington 98105; 7650 SE
14 26th Street, Suite 106, Mercer Island, Washington 98040; and 100 Andover Park West, Suite 130,
15 Tukwila, Washington 98188.

16 10. Plaintiff is currently unaware of the true names and capacities, whether individual,
17 corporate, associate, or otherwise, of the defendants sued herein under fictitious names DOES 1-
18 20, inclusive, and therefore sues such defendants by such fictitious names. Plaintiff will seek leave
19 to amend this Complaint to allege the true names and capacities of the fictitiously named
20 defendants when their true names and capacities have been ascertained. Plaintiff is informed and
21 believes, and thereon alleges, each of the fictitiously named defendants is legally responsible in
22 some manner for the events and occurrences alleged herein, and for the damages suffered by
23 Plaintiff and the Class.

24 **IV. FACTS APPLICABLE TO THE CLASS AND ALL CAUSES OF ACTION**

25 11. Effective January 1, 2023, all Washington employers are required to disclose in
26 each posting for each job opening the wage scale or salary range, and a general description of all
27 of the benefits and other compensation to be offered to the hired applicant. RCW 49.58.110.

1 12. For the purposes of RCW 49.58.110, “posting” means any solicitation intended to
2 recruit job applicants for a specific available position, including recruitment done directly by an
3 employer or indirectly through a third party, and includes any postings done electronically, or with
4 a printed hard copy, that includes qualifications for desired applicants. RCW 49.58.110(1).

5 13. Defendant employs more than 15 individuals.

6 14. From January 1, 2023 to the present, Plaintiff and more than 40 Class members
7 applied to job openings with Defendant for positions located in Washington state where the
8 postings did not disclose the wage scale, salary range, and/or a general description of the benefits
9 and other compensation to be offered.

10 15. On or about February 28, 2023, Plaintiff applied for a job opening in King County,
11 Washington with Defendant. The posting for the job opening did not disclose the wage scale,
12 salary range, or a general description of the benefits and other compensation to be offered. A true
13 and correct copy of Defendant’s job posting and Plaintiff’s application are attached hereto as
14 Exhibit A.

15 16. Plaintiff and the Class members lost valuable time applying for a job with
16 Defendant for which the pay or salary range was not disclosed to them.

17 17. As a result of Plaintiff’s and Class members’ inability to evaluate the pay for the
18 position, negotiate that pay, and compare that pay to other available positions in the marketplace,
19 Plaintiff and the Class members were harmed.

20 18. As a result of Defendant’s actions and omissions, Plaintiff and the Class have been
21 damaged in amounts to be proven at trial.

22 **V. CLASS ACTION ALLEGATIONS**

23 19. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a
24 class action against Defendant on behalf of the Class defined as follows (the “Class”):

25 All individuals who, from January 1, 2023 through the date notice
26 is provided to the Class, applied for a job opening in the State of
27 Washington with Defendant Qdoba Restaurant Corporation, where
the job posting did not disclose the wage scale or salary range for
the position.

1 20. Excluded from the Class are the Defendant and Defendant’s officers, directors, and
2 independent contractors, and any judge to whom this case is assigned, as well as his or her staff
3 and immediate family.

4 21. Numerosity. There are potentially hundreds of individuals who applied for jobs
5 with Defendant within the time period relevant to this matter. Joinder of all such individuals is
6 impracticable. Further, the disposition of all claims of the Class in a single action will provide
7 substantial benefits and efficiency to all parties and to the Court.

8 22. Commonality. Because all applicants applied for job openings that did not disclose
9 the wage scale, salary range, and/or a general description of the benefits and other compensation
10 to be offered, this is a straightforward matter of determining whether Defendant’s actions violate
11 Washington law, and, if so, assessing damages.

12 23. Typicality. Plaintiff’s claims are typical of the claims of the Class. Plaintiff and
13 Class members all applied for job openings with Defendant that did not disclose the wage scale,
14 salary range, and/or a general description of the benefits and other compensation to be offered.

15 24. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
16 Plaintiff has retained competent and capable attorneys with substantial experience in complex
17 class action litigation. Plaintiff and her counsel are committed to prosecuting this action vigorously
18 on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor her counsel
19 have interests that are contrary to or that conflict with those of the Class.

20 25. Predominance. Defendant has engaged in a common course of conduct of failing
21 to disclose the wage scale, salary range, and/or a general description of the benefits and other
22 compensation to be offered in job postings in violation of RCW 49.58.110. The common issues
23 arising from Defendant’s unlawful conduct affects Plaintiff and Class members and predominates
24 over any individual issues. Adjudication of these common issues in a single action has the
25 important and desirable advantage of judicial economy.

26 26. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
27 and damages as a result of Defendant’s unlawful and wrongful conduct. Absent a class action,

1 however, most Class members would find the cost of litigating their claims prohibitive, especially
2 when that cost is balanced against each individual's respective potential award. Class treatment is
3 superior to multiple individual suits or piecemeal litigation because it conserves judicial resources,
4 promotes consistency and efficiency of adjudication, provides a forum for claimants with smaller
5 cases and those with few resources, and deters illegal activities. There will be no significant
6 difficulty in the management of this case as a class action. The Class members and the job postings
7 they applied to are readily identifiable through Defendant's own records.

8 **VI. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION** 10 **VIOLATION OF RCW 49.58.110** 11 ***Claim of Relief for Plaintiff and the Class***

12 27. Plaintiff incorporates by reference all foregoing factual allegations.

13 28. As described more fully above, Defendant did not disclose the wage scale, salary
14 range, or a general description of the benefits and other compensation to be offered in its job
15 postings.

16 29. On or after January 1, 2023, Plaintiff and the Class applied for job openings with
17 the Defendant where the postings did not disclose the wage scale, salary range, or a general
18 description of the benefits and other compensation to be offered.

19 30. Defendant's actions and/or omissions violate RCW 49.58.110.

20 31. As a result of Defendant's actions and omissions, Plaintiff and the Class have been
21 damaged in amounts to be proven at trial.

22 **SECOND CAUSE OF ACTION** 23 **INJUNCTIVE RELIEF** 24 ***Claim of Relief for Plaintiff and the Class***

25 32. Plaintiff incorporates by reference all foregoing factual allegations.

26 33. Plaintiff and the Class are entitled to an injunction prohibiting Defendant from
27 further violations of Washington law. Specifically, Plaintiff seeks injunctive relief to require
28 Defendant to disclose in each posting for each job opening the wage scale or salary range, and a

1 general description of all of the benefits and other compensation to be offered to the hired
2 applicant.

3 **THIRD CAUSE OF ACTION**
4 **DECLARATORY RELIEF**
5 *Claim of Relief for Plaintiff and the Class*

6 34. Plaintiff incorporates by reference all foregoing factual allegations.

7 35. Plaintiff and the Class are entitled to a declaration that Defendant's practice of
8 failing to disclose in each posting for each job opening the wage scale or salary range is illegal.

9 36. Plaintiff and the Class are entitled to a final judicial determination of the amounts
10 owing to Plaintiff and the Class as a result of Defendant's failure to disclose in each posting for
11 each job opening the wage scale or salary range, and a general description of all of the benefits
12 and other compensation to be offered to the hired applicant.

13 **VII. REQUEST FOR RELIEF**

14 Plaintiff, individually and on behalf of the members of the Class, requests that the Court
15 enter judgment against Defendant as follows:

16 1. An Order certifying that this action be maintained as a class action and appointing
17 Plaintiff as Class Representative and her counsel as Class Counsel;

18 2. Statutory damages equal to Plaintiff's and the Class members' actual damages or
19 five thousand dollars, whichever is greater, pursuant to RCW 49.58.070(1);

20 3. Costs and reasonable attorneys' fees pursuant to RCW 49.58.070(1);

21 4. Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
22 Defendant from engaging in the conduct complained of herein, including, but not limited to, an
23 Order requiring Defendant to disclose in each posting for each job opening the wage scale or salary
24 range, and a general description of all of the benefits and other compensation to be offered to the
25 hired applicant;

26 5. Declaratory relief to the effect that Defendant's failure to disclose in each posting
27 for each job opening the wage scale or salary range violates Washington law;

6. Pre- and post-judgment interest;

- 1 7. Leave to amend the Complaint to conform to the evidence; and
2 8. Any additional or further relief which the Court deems equitable, appropriate, or
3 just.

4
5 DATED June 27, 2023.

EMERY | REDDY, PLLC

6
7 By:

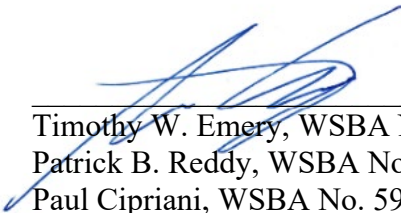

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19 Attorneys for Plaintiff Destinee Moliga

EXHIBIT A



QDOBA

[APPLY](#)[SHARE](#)

Cook Job Description

If you like working with a fun team, love our queso, have a great personality & enjoy interacting with customers, then come and talk to us about joining the QDOBA family! QDOBA is now hiring energetic, hospitality-oriented individuals!

POSITION SUMMARY As a Cook, you would prepare and serve our guests. As part of this, you would help maintain the high-quality product by following our quality and safety standards.

Job Functions:

- Prepares food according to specifications by using approved recipes, proper portioning, and food prep logs/tools
- Restocks front line with prepared product during peak volumes and/or in accordance with time & temperature
- Adheres to food safety standards and reports any questionable food deliveries





- Prepares food according to specifications by using approved recipes, proper portioning, and food prep logs/tools
- Restocks front line with prepared product during peak volumes and/or in accordance with time & temperature
- Adheres to food safety standards and reports any questionable food deliveries and/or practices.
- Have fun and maintain a positive attitude at all times.
- Strive to exceed guest expectations.
- Be a willing team player and maintain a cooperative, respectful working relationship with management and fellow team members.
- Be an ambassador for QDOBA.
- Monitor the quality of products and take appropriate actions to maintain that quality.
- Ensure personal appearance meets company standards and display professionalism at all times.
- Recognize and adhere to all sanitation, safety, security policies and procedures to provide a safe environment for all.
- Perform other tasks as directed by management.

At Qdoba, we bring flavor to peoples' lives. This means we highly value the diversity, and flavor, our employees bring to the table.

REASONABLE ACCOMMODATION: QDOBA will





management.

At Qdoba, we bring flavor to peoples' lives. This means we highly value the diversity, and flavor, our employees bring to the table.

REASONABLE ACCOMMODATION: QDOBA will make reasonable accommodations to allow a qualified individual with a disability to enjoy equal employment opportunities and to perform the essential functions of the job. This position description should be applied accordingly.

[APPLY](#)

[SHARE](#)

Position Information

Status: Full Time

Shift: First (Day), Second (Afternoon), Third (Night)

Location: 17801 International Blvd, Seattle, US, WA, 98158

Talent Community





Restaurant Cook | Seattle, WA

APPLICATION PROGRESS

Contact Information

First Name *

Destinee

Last Name *

Moliga

E-Mail *

[Redacted]

Phone *

[Redacted]

Street *

[Redacted]

Street 2

Country *

United States





Qdoba

Restaurant Cook | Seattle, WA

APPLICATION PROGRESS

General Questions

Are you age 18 or older?

No one under the age of 18 can use, adjust, or clean any motorized equipment to include food processors, slicers, dicers, mixers, blenders, or trash compactors. Unless expressly permitted by local and state labor regulations, QDOBA policy also restricts employees under the age of 18 from using knives and manually operated slicers and dicers. For further information on the local or state labor regulations for your restaurant, contact Brand Performance Support

*

Yes

No

Have you previously worked for Qdoba Mexican Eats (company operated or franchise) *

Yes

No

time? *

- Full Time
- Part Time
- Any

Were you referred by a current employee? *

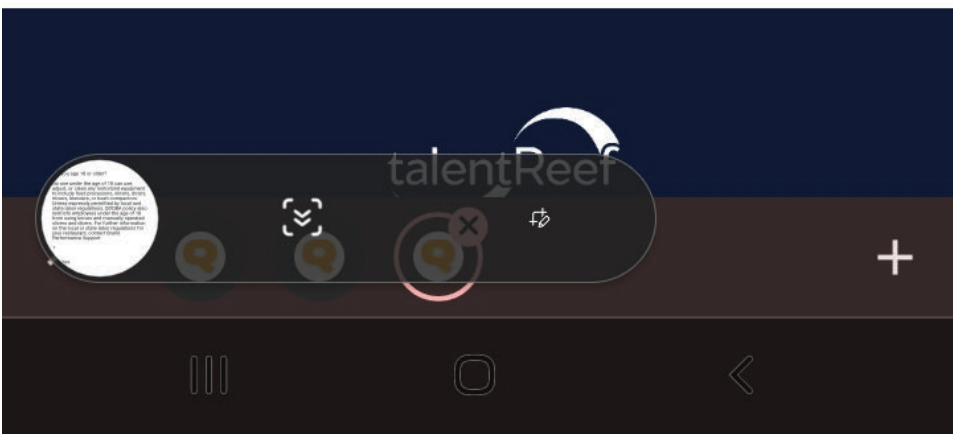
- Yes
- No

Can we reach out to you IMMEDIATELY with potential job opportunities that match your job search? *

- Yes
- No

Cancel

CONTINUE





SIGN UP



Qdoba

Restaurant Cook | Seattle, WA

APPLICATION PROGRESS

Review & Submit

Contact Information

EDIT

First Name *

Destinee

Last Name *

Moliga

E-Mail *

[Redacted]

Phone *

[Redacted]

Street *





SIGN UP



Welcome to TalentReef



Your Qdoba Restaurant Group application has been submitted!

A confirmation message has been sent to: moligadestinee@gmail.com



Make it easy to apply for more jobs!

Save your profile by creating a password for your TalentReef account.

