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12
13 **UNITED STATES DISTRICT COURT**
14 **EASTERN DISTRICT OF WASHINGTON AT SPOKANE**

15 JOSEPH STIGAR, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 DOUGH DOUGH, INC., a Washington
20 Corporation, AUNTIE ANNE’S
21 FRANCHISOR SPV, LLC, a Delaware
22 Limited Liability Company; and DOES 1
23 through 10, inclusive,

24 Defendants.

CASE NO: _____

**PLAINTIFF’S ANTITRUST CLASS
ACTION COMPLAINT FOR:**

**(1) VIOLATIONS OF SECTION 1 OF
THE SHERMAN ACT
[15 U.S.C. §§ 1, et. seq.]; and**

**(2) UNFAIR COMPETITION
[Washington Unfair Business Practices
Act, RCW 19.86, et. seq.];**

DEMAND FOR JURY TRIAL

25
26 Plaintiff JOSEPH STIGAR (“Plaintiff Stigar”), individually and on behalf of all those
27 similarly situated, by and through his counsel, brings this Class Action Complaint (“Complaint”)
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1 against Defendants DOUGH DOUGH, INC. (“Dough Dough”), AUNTIE ANNE’S
2 FRANCHISOR SPV, LLC (“Auntie Anne’s”); and Does 1 through 10 (who collectively shall be
3 referred to hereinafter as “Defendants”), on personal knowledge with respect to himself and his
4 own acts, and on information and belief as to other matters, alleges as follows:

5 **I. NATURE OF ACTION**

6 1. Plaintiff Stigar, on behalf of himself, on behalf of the Washington general public,
7 and as a class action on behalf of Defendants’ employees and workers from July 12, 2014
8 through the present (“Class Members”), seeks millions of dollars in lost wages, plus triple
9 damages, and interest, caused by Defendants’ long-standing and illegal mutual non-solicitation
10 agreements (i.e., agreements that Auntie Anne’s franchisees could not solicit for employment the
11 employees of Auntie Anne’s and/or of other Auntie Anne’s franchisees) and anti-poach
12 agreements (i.e., agreements that Auntie Anne’s franchisees could not hire the employees of
13 Auntie Anne’s and/or other Auntie Anne’s franchisees) that were all entered into by Auntie
14 Anne’s franchises throughout Washington State and that had the intended and actual effect of
15 significantly reducing Class Members’ wages and salaries. The genesis of the anti-poach and
16 non-solicitation agreements at issue were franchise agreements between Auntie Anne’s and its
17 franchisees, and between its franchisees, including, upon information and belief, Dough Dough.
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21 2. This illegal conspiracy among and between Defendants and other Auntie Anne’s
22 franchisees to not employ, seek to employ, or to recruit one another’s employees, in order to
23 thereby suppress their wages, was not known, to Plaintiff and the Class Members until July 12,
24 2018, when the Washington State Attorney General (“AG”) revealed as part of its then-pending
25 investigation into illegal behavior by some of the largest fast food franchises in Washington and
26 the United States, including Auntie Anne’s, that Auntie Anne’s would no longer enforce
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1 provisions in its franchise agreements that prevented workers from being hired by other Auntie
2 Anne's franchisees. In sum, Defendants engaged in *per se* violations of the Washington Unfair
3 Competition Act and the Sherman Act by entering into anti-poach and non-solicitation
4 agreements, for the express purpose of depressing and/or reducing market-based wages and
5 benefit increases for Class Members that are typically associated with the active recruitment of
6 employees and workers in a competitive industry. While protecting and enhancing their profits,
7 Defendants, through their anti-poaching agreements, robbed Class Members millions of dollars-
8 worth of wages for which Plaintiff and the Class now seek relief.
9

10 **II. JURISDICTION AND VENUE**

11 3. This Court has jurisdiction over the subject of this action pursuant to 15 U.S. C.
12 §§ 4 and 16, as well as 28 U.S.C. §§ 1331 and 1337. This Court has supplemental jurisdiction
13 over the claims brought under the laws of the State of Washington pursuant to 28 U.S.C. §
14 1367(a), since the matters at the heart of the Washington Unfair Competition Claims form part of
15 the same case or controversy.
16

17 4. Venue as to each Defendant is proper in this judicial district, pursuant to 15
18 U.S.C. §§ 22 and 28 and 28 U.S. C. §1391(b)(1) and (2), because Defendants transact business
19 and/or has transacted business during the relevant time period within the counties encompassed
20 by the jurisdiction of the United States District Court for the Eastern District of Washington.
21 Defendants do sufficient business in this District to be subject to personal jurisdiction herein,
22 because a substantial part of the events or omissions giving rise to the claims occurred in this
23 District.
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III. THE PARTIES

1 5. Plaintiff Joseph Stigar, who at all relevant times was a resident of Washington, is
2 a former employee of Defendant Dough Dough. Plaintiff Stigar worked as a crewmember at
3 Dough Dough’s Wenatchee, Washington Auntie Anne’s store from approximately December 15,
4 2017 to April 1, 2018. As a result, Plaintiff Stigar was subject to and victimized by the anti-
5 poaching conspiracy between and among the Defendants, resulting in him having lost wages.
6

7 6. Defendant Dough Dough is a Washington corporation. Defendant Dough Dough
8 does business in Washington State as Auntie Anne’s Pretzels, with its principal place of business
9 located at 511 Valley Mall Parkway in Wenatchee, Washington. Upon information and belief,
10 Defendant Dough Dough entered into a franchise agreement with Defendant Auntie Anne’s that
11 contained anti-poaching and non-solicitation provisions.
12

13 7. Defendant Auntie Anne’s is a Delaware limited liability company. Upon
14 information and belief, Defendant Auntie Anne’s principal place of business is located at 5620
15 Glenridge Drive Northeast in Atlanta, Georgia. Defendant Auntie Anne’s is a franchisor.
16 Defendant Auntie Anne’s is in the business of soft pretzel stores, which it franchises throughout
17 Washington and the United States. Upon information and belief, Defendant Auntie Anne’s
18 entered into agreements with its franchisees, including Dough Dough, that contained anti-
19 poaching and non-solicitation provisions.
20

21 8. The true names and capacities, whether individual, corporate, associate, or
22 otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to
23 Plaintiff, who therefore sues Defendants by such fictitious names. Does 1 through 10 are the
24 other largest franchisees of Auntie Anne’s in Washington State based on number of employees
25 employed. Plaintiff is informed and believes, and based thereon alleges, that each of the
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1 Defendants designated herein as a Doe is legally responsible in some manner for the unlawful
2 acts referred to herein in that they are additional co-conspirators. Plaintiff will seek leave of
3 court to amend this Complaint to reflect the true names and capacities of the Defendants
4 designated hereinafter as Does when such identities become known. Defendants and the Does 1-
5 10 shall collectively be referred to as “Defendants.”

6 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
8 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
9 Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all
10 respects acted pursuant to the mutual non-solicitation and anti-poaching agreements that were
11 intended to suppress and had the effect of suppressing wages and salaries for the Class Members.
12

13 **IV. FACTS EVIDENCING THE CONSPIRACY**

14 10. Defendants had a longstanding agreement to control their employees’ wages and
15 mobility by agreeing not employ or recruit each other’s employees.

16 11. The specific provisions of Defendants’ franchise agreements that violated federal
17 and state antitrust laws are found at Section 15.4.A(v) and Section 15.4.B(c), and the last
18 sentence of Section 18.4.A (“You further agree that you will not employ or seek to employ an
19 employee of ours or another franchisee, or attempt to induce such an employee to cease his/her
20 employment without the prior written consent of such employee’s employer”) and Section
21 XVIB(ii) and Section SVI.C(ii) (providing restrictions on franchisee’s ability to “employ or seek
22 to employ an employee of Franchisee, Franchisor, or Franchisor’s franchisees or attempt to
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1 induce the person to leave his/her employment without the prior written consent of the
2 employer”).¹

3 12. The mutual non-poaching and non-solicitation agreement itself constituted a *per*
4 *se* violation of the Sherman Antitrust Act and Washington’s Unfair Business Practices Act
5 between Defendants for years until it was brought to light by the AG’s investigation
6 commencing in 2018 in the course of the AG’s investigation into similarly illegal mutual non-
7 solicitation and anti-poach agreements entered into between several of the largest fast food
8 franchisors operating in Washington and the United States.
9

10 13. Upon information and belief, Dough Dough and other franchisees, that own a
11 total of approximately 27 Auntie Anne’s stores in Washington state, entered into franchisee
12 agreements with the anti-poaching and non-solicitation terms set forth above.
13

14 14. The AG investigated the non-solicitation and anti-poaching agreement issued by
15 Auntie Anne’s to its franchisees and found that Auntie Anne’s and its franchisees’ conduct
16 constituted a contract, combination, or conspiracy in restraint of trade in violation of the
17 Washington Unfair Business Practices Act – Consumer Protection Act, RCW 19.86.030. The AG
18 concluded that “[f]or years, the franchise agreements entered into between Auntie Anne’s and its
19 franchisees have provided that franchisees subject to such agreements could not solicit for
20 employment the employees of Auntie Anne’s...and in certain years provided that franchisees
21 subject to such agreements could not hire the employees of Auntie Anne’s and/or other Auntie
22 Anne’s franchisees.”²
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27 ¹ See *In Re: Franchise No Poaching Provisions*, Auntie Anne’s Franchisor SPV LLC Assurance of Discontinuance,
28 Case No. 18-2-17231-4SEA, Exhibit B (Dkt. No. 1) (July 12, 2018) (hereinafter “Auntie Anne’s AOD”).

² Auntie Anne’s AOD, § 2.2.

1 15. As set forth herein, upon information and belief, all of the Defendants entered into
2 the mutual non-solicitation agreements with the anti-poaching and non-solicitation terms above,
3 with the common interest and intention to keep their employees' wage costs down, so that profits
4 continued to rise or at least not be undercut by rising salaries across the industry. As a result,
5 Defendants engaged in anti-competitive behavior in advancement of a common and illegal goal
6 of profiting at the expense of competitive market-based salaries.

7
8 16. Defendants agreements unreasonably restrained trade in violation of the Sherman
9 Act 15 U.S.C. §§ 1, *et seq.*, and constituted unfair competition and unfair practices in violation
10 of Washington's Unfair Business Practices law, 19.86, *et seq.* Plaintiff Joseph Stigar, on behalf
11 of himself and on behalf of the Class defined herein, seeks to recover the difference between the
12 wages and salaries that Class Members were paid and what Class Members would have been
13 paid in a competitive market, in the absence of Defendants' unlawful agreements, treble
14 damages, attorneys fees, and interest, allowed under the law.

15
16 **V. HARM TO COMPETITION AND ANTITRUST INJURY**

17 17. Defendants are in the business of operating fast food soft pretzel stores where
18 pretzels are twisted and baked in-store by crewmembers. In order to operate, Defendants owned
19 other stores in Washington and hired crewmembers in their stores to make and sell pretzels.

20
21 18. Anti-poach and non-solicitation agreements create downward pressure on fast
22 food worker wages. Anti-poach agreements restrict worker mobility, which prevents low-wage
23 workers from seeking and obtaining higher pay. This artificially suppresses fast food worker
24 wages. In fact, fast food worker wages have remained stagnant.

25
26 19. Unrestricted competition and the Free Market are the foundations of the American
27 economic system. That is because "[f]ree and open markets are the foundation of a vibrant
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1 economy. Just as competition among sellers in an open marketplace gives consumers the benefits
2 of lower prices, higher quality products and services, more choices, and greater innovation,
3 competition among employer helps actual and potential employees through higher wages, better
4 benefits, or other terms of employment.” *DOJ/FTC Antitrust Guidance for HR Professionals*,
5 Oct. 2016, at p. 2.

6 20. Upon information and belief, Defendants conspired not to actively solicit each
7 other’s employees and workers as part of one overarching conspiracy to suppress the
8 compensation of their employees and other Class Members. The desired effect was obtained.
9 Defendants’ conspiracy suppressed Plaintiff’s and the Class’s compensation and restricted
10 competition in the labor markets in which Plaintiff and the other members of the Class sold their
11 services. It did so through an overarching agreement concerning mutual non-solicitation and
12 anti-poaching.
13

14 21. Concerning the non-solicitation agreements, active solicitations have a significant
15 beneficial impact for individual employees’ compensation. As understood by Defendants, active
16 recruitment by rival employers, here other franchisees doing business as Auntie Anne’s, often
17 include enticing offers that exceed an employee’s wages, salary, and/or benefits, thereby
18 incentivizing the employee to leave his or her current employment in order to receive greater
19 compensation for his or her labor, or alternatively, allowing the employee to negotiate increased
20 compensation from his or her current employer. Employees receiving active solicitation offers
21 often inform other employees of the offer(s) they received, spreading information about higher
22 wage and salary levels that can similarly lead to movement for the purposes of higher salary and
23 wages and/or negotiation by those other employees with their current employer or others for
24 greater compensation.
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1 22. Active solicitation similarly affects compensation practices by employers. A
2 franchisee that actively solicits other franchisees' employees or other workers will learn whether
3 their offered compensation is enough to attract their competitors' employees, and may increase
4 the offers to make their own company and its salaries more competitive in the marketplace.
5 Similarly, companies losing or at risk of losing employees to competitors engaged in active
6 recruitment of employees or workers associated with their competitors may preemptively
7 increase their employees' compensation in order to reduce their competitors' appeal.
8

9 23. Defendants' efforts to maintain internal equity coupled with their non-solicitation
10 agreements ensured that their conspiracy caused the compensation of all their employees to be
11 suppressed.

12 **VI. INTERSTATE COMMERCE**

13 24. During the Class Period, Defendants employed Plaintiff and other Class
14 Members in Washington and numerous other states.
15

16 25. States compete to attract low wage workers, including fast food workers, leading
17 employment in the industry to cross state lines.

18 26. Both Defendants and Plaintiff and other Class Members view labor competition in
19 the industry to be nationwide. Defendants considered each other's wages to be competitively
20 relevant regardless of location, and many Class Members moved between states to pursue
21 opportunities at Defendants' stores.
22

23 27. Defendants' conduct substantially affected interstate commerce throughout the
24 United States and caused antitrust injury throughout the United States.
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VII. CLASS ACTION ALLEGATIONS

1 28. Plaintiff brings this case as a class action pursuant to Federal Rule of Civil
2 Procedure 23(b)(3) on behalf of a Class consisting of:
3

4 All persons who were employed by Dough Dough, Inc., or Auntie Anne’s Franchisor
5 SPV, LLC, or any of the ten largest franchises of Auntie Anne’s in Washington State at
6 any time from July 12, 2014 through the conclusion of this action (the “Class Period”).³

7 29. Plaintiff believes there are more than 500 current and former employees in the
8 Class. Given Defendants’ systemic failure to comply with United States and Washington laws
9 outlined in this case, the members of the Class are so numerous that joinder of all members is
10 impractical. The Class is ascertainable from either Defendants’ employment and hiring records.

11 30. Plaintiff’s claims are typical of the claims of the members of the Class, because
12 all Class Members are or were employees who sustained damages arising out of (a) Defendants’
13 illegal mutual non-poaching and anti-solicitation arrangements in violation of Section 1 of the
14 Sherman Act that resulted in wage suppression for all of the Class Members; and (b) Defendants’
15 unfair business practices in violation of Washington law.
16

17 31. Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff
18 has no conflict of interest with any member of the Class. Plaintiff has retained counsel competent
19 and experienced in complex class action litigation with the resources and expertise necessary to
20 litigate this case through to conclusion.
21

22 32. Common questions of law and fact exist as to all members of the Class, and
23 predominate over any questions solely affecting individual members of the Class. Among the
24 questions of law and fact common to Plaintiff and Class Members are:
25
26

27 _____
28 ³ Plaintiff reserves the right to modify the class definition at a later date to conform to new facts learned, including the properly named entity Defendant(s).

- a. Whether Defendants agreed not to actively recruit each other's employees in positions held by the Class Members;
- b. Whether the mutual non-solicitation and anti-poaching agreements between Defendants were *per se* violations of the Sherman Act, 15 U.S.C. § 1, *et seq.*;
- c. Whether Defendants violated the Sherman Act by agreeing to not actively recruit or solicit one another's workers in positions held by Class Members;
- d. Whether Defendants violated RCW 19.86, *et seq.*, by entering into agreements to not actively recruit each other's workers in positions held by Class Members;
- e. whether and the extent to which Defendants' conduct suppressed wages and salaries below competitive levels;
- f. whether Plaintiff and the other Class Members suffered injury as a result of Defendants' agreements;
- g. whether any such injury constitutes antitrust injury;
- h. whether Class Members are entitled to treble damages; and
- i. the measure of damages suffered by Plaintiff and the Class.

33. Class action treatment is superior to any alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of effort and expense that numerous individuals would entail. No difficulties are likely to be encountered in the management of this class action that would

1 preclude its maintenance as a class action, and no superior alternative exists for the fair and
2 efficient adjudication of this controversy. The Class Members are readily identifiable from
3 Defendants' employee rosters, payroll records or other company records.

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

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

14 **VIII. STATUTE OF LIMITATIONS AND DEFENDANTS' CONTINUING**
15 **VIOLATION**
16

17 36. Defendants' conspiracy was a continuing violation in which Defendants
18 repeatedly invaded Plaintiff's and Class Members' interests by adhering to, enforcing, and
19 reaffirming the anticompetitive agreements described herein.

20 37. Before July 12, 2018, Plaintiff and the members of the Class had neither actual
21 nor constructive knowledge of the pertinent facts constituting their claims for relief asserted
22 herein. Plaintiff and members of the Class did not discover, and could not have discovered
23 through the exercise of reasonable diligence, the existence of any conspiracy until at the earliest
24 July 12, 2018 when the investigation by the AG into non-solicitation agreements among fast
25 food franchisees/franchisors including Auntie Anne's was first revealed publicly. This case is
26 filed within four years of the moment when it was first revealed that the AG investigation had
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28

1 unearthed that Auntie Anne’s had engaged in mutual non-solicitation and anti-poaching
2 agreements with Dough Dough and other Auntie Anne’s franchisees.

3 38. Defendants engaged in a conspiracy that did not give rise to facts that would put
4 Plaintiff or the Class on inquiry notice that there was a conspiracy among Auntie Anne’s and
5 franchisees to restrict competition for Class Members’ services through non-solicitation and anti-
6 poaching agreements.

7 **IX. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF SECTION ONE OF SHERMAN ACT**

10 **[15 U.S.C. § 1, *et seq.*]**

11 **(On Behalf of Plaintiff and the Class)**

12 39. Plaintiff incorporates by reference the allegations in the above paragraphs as if
13 fully set forth herein.

14 40. Defendants, by and through their officers, directors, employees, agents or other
15 representatives, have entered into an unlawful agreement, combination and conspiracy in
16 restraint of trade, in violation of 15 U.S.C. § 1, *et seq.* Specifically, Defendants agreed to restrict
17 competition for Class Members’ services through non-solicitation agreements and non-poaching
18 agreements, all with the purpose and effect of suppressing Class Members’ compensation and
19 restraining competition in the market for Class Members’ services.

20 41. According to the Department of Justice (“DOJ”) and Federal Trade Commission
21 (“FTC”), “...no-poaching agreements, among employers...are *per se* illegal under the antitrust
22 laws.” *DOJ/FTC Antitrust Guidance for HR Professionals*, Oct. 2016, at p. 3. “It is unlawful for
23 competitors to expressly or implicitly agree not to compete with one another, even if they are
24 motivated by a desire to reduce costs.” *Id.* at p. 2.

1 42. Defendants' conduct injured Class Members by lowering their compensation and
2 depriving them of free and fair competition in the market for their services.

3 43. Defendants' agreements are per se violations of the Sherman Act.

4 44. Plaintiff seeks the relief set forth below, including underpaid and treble damages.

5 **SECOND CAUSE OF ACTION**

6 **UNFAIR COMPETITION AND UNLAWFUL BUSINESS PRACTICE**
7 **[Washington Unfair Business Practices Act, 19.86 *et seq.*]**

8 45. Plaintiff incorporates by reference the allegations in the above paragraphs as if
9 fully set forth herein.

10 46. Revised Code of Washington Section 19.86, *et seq.*, prohibits unfair or deceptive
11 methods of competition or acts or practices. Specifically, RCW 19.86.030 prohibits contracts,
12 combinations, or conspiracies that restrain trade or commerce.

13 47. As stated above, the Washington State Attorney General investigated Auntie
14 Anne's and determined that the anti-poach and non-solicitation provisions of its franchise
15 agreements, by and between itself and its franchisees, constituted a contract, combination, or
16 conspiracy in restraint of trade in violation of the Washington Unfair Business Practices Act –
17 Consumer Protection Act, RCW 19.86.030.

18 48. Through its conspiracy and actions as alleged herein, Defendants' efforts to
19 restrain competition for and suppress compensation of their employees through their franchise
20 agreements constitutes unfair competition and unlawful and unfair business practices in violation
21 of the Washington Unfair Business Practices Act, RCW 19.86, *et seq.* Specifically, Defendants
22 agreed to restrict competition for Class Members' services through non-solicitation and anti-
23 poach agreements, all with the purpose and effect of suppressing Class Members' compensation
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1 and restraining competition in the market for Class Members' services. Defendants' illegal
2 conspiracy was substantially injurious to Plaintiff and the Class Members.

3 49. Defendants' acts were unfair, unlawful, and/or unconscionable, both in their own
4 right.

5 50. Defendants' conduct injured Plaintiff and other Class Members by lowering their
6 compensation and depriving them of free and fair competition in the market for their services,
7 allowing Defendants to unlawfully retain money that otherwise would have been paid to Plaintiff
8 and other Class Members. Plaintiff and other Class Members are therefore persons who have
9 suffered injury in fact and lost money or property as a result of the unfair competition under
10 RCW 19.86.090.
11

12 51. The harm to Plaintiff and members of the Class in being denied payment for their
13 services in the amount of higher wages and salaries that they would have received in the absence
14 of the conspiracy outweighs the utility, if any, of Defendants' illegal non-solicitation and non-
15 poaching agreements and, therefore, Defendants' actions described herein constitute an unfair
16 business practice or act within the meaning of RCW 19.86, *et seq.*
17

18 52. Pursuant to RCW 19.86.090, any person who is injured by a violation of RCW
19 19.86.030 may bring a civil action to recover actual damages, treble damages, and attorneys' fees
20 and costs.
21

22 53. Plaintiff seeks the relief set forth below.

23
24 **X. JURY DEMAND AND DESIGNATION OF PLACE OF TRIAL**

25 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury on all
26 issues so triable.
27
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XI. PRAYER FOR RELIEF

1 WHEREFORE, Plaintiff Joseph Stigar, on behalf of himself and a class of all others
2 similarly situated, requests that the Court enter an order or judgment against Defendants including
3 the following:
4

- 5 a. Certification of the class described herein pursuant to Rule 23 of the Federal
6 Rules of Civil Procedure;
- 7 b. Appointment of Plaintiff Joseph Stigar as Class Representative and his counsel
8 of record as Class Counsel;
- 9 c. Compensatory damages in an amount to be proven at trial and trebled thereafter;
- 10 d. Pre-judgment and post-judgment interest as provided for by law or allowed in
11 equity;
- 12 e. The costs of bringing this suit, including reasonable attorneys' fees and costs;
- 13 f. An incentive award to compensate Plaintiff Joseph Stigar for his efforts in
14 pursuit of this litigation;
- 15 g. Interest under Washington law; and
- 16 h. All other relief to which Plaintiff Joseph Stigar and the Class may be entitled at
17 law or in equity.
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Dated August 3, 2018.

Respectfully submitted,
India Lin Bodien, Attorney at Law
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