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

ALEXANDER FLOYD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ASHLEY FURNITURE INDUSTRIES, LLC
a foreign limited liability company doing
business as ASHLEY FURNITURE
INDUSTRIES, INC.; ASHLEY GLOBAL
RETAIL, LLC, a foreign limited liability
company doing business as ASHLEY;
ASHLEY PACIFIC NORTHWEST, LLC, a
foreign limited liability company; and DOES
1-20,

Defendants.

No.

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

Plaintiff Alexander Floyd, on behalf of himself and all others similarly situated (the “Class”), by and through counsel, brings this Class Action Complaint against Defendants Ashley Furniture Industries, LLC and Ashley Global Retail, LLC (collectively, “Defendants”) and alleges, upon personal knowledge as to Plaintiff’s own actions and Plaintiff’s counsel’s investigations, and upon information and belief as to all other matters, as follows:

1 **I. NATURE OF THE CASE**

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

5 2. The Washington Legislature finds that “despite existing equal pay laws, there
6 continues to be a gap in wages and advancement opportunities among workers in Washington.”
7 RCW 49.58.005(1). The Legislature further finds that “lower starting salaries translate into lower
8 pay, less family income, and more children and families in poverty.” RCW 49.58.005(3)(b).

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

17 4. This is a class action on behalf of individuals who applied to job openings with the
18 Defendants where the job postings did not include the wage scale or salary range, and/or a general
19 description of all of the benefits and other compensation to be offered in direct violation of RCW
20 49.58.110.

21 **II. JURISDICTION AND VENUE**

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

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

26 7. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28
27 U.S.C. § 1332(d)(4)(A), because: (a) all members of the Class are applicants of Washington

1 employers, or were applicants of Washington employers, at all times relevant to their interactions
2 with Defendants; (b) each Defendant is registered to conduct business, and regularly transacts
3 business, within Washington; (c) the alleged conduct of Defendants occurred within Washington;
4 (d) the injuries to Plaintiff and the Class occurred within Washington; and (e) during the three-
5 year period preceding the filing of this action, no other class action has been filed asserting the
6 same or similar factual allegations against Defendants on behalf of the same persons.
7 Alternatively, federal jurisdiction is inappropriate under the Class Action Fairness Act because:
8 (a) pursuant to 28 U.S.C. § 1332(d)(4)(B), more than two-thirds of the Class reside in Washington;
9 and (b) pursuant to 28 U.S.C. § 1332(2), the amount in controversy does not exceed the sum or
10 value of \$5,000,000, exclusive of interest and costs.

11 **III. PARTIES**

12 8. Plaintiff Alexander Floyd resides in King County, Washington and applied to work
13 for Defendants at their office located in Spanaway, Washington.

14 9. Defendant Ashley Furniture Industries, LLC is a foreign limited liability company
15 doing business as Ashley Furniture Industries, Inc. Defendant Ashley Furniture Industries, LLC
16 regularly transacts business in King County, Washington and has multiple offices for the
17 transaction of business in King County, Washington, including at 1101 Outlet Collection Way,
18 Suite 1269, Auburn, King County, Washington 98001 and 17501 Southcenter Parkway, Tukwila,
19 King County, Washington 98188.

20 10. Defendant Ashley Global Retail, LLC is a foreign limited liability company doing
21 business as Ashley. Defendant Ashley Global Retail, LLC regularly transacts business in King
22 County, Washington and has multiple offices for the transaction of business in King County,
23 Washington, including at 1101 Outlet Collection Way, Suite 1269, Auburn, King County,
24 Washington 98001 and 17501 Southcenter Parkway, Tukwila, King County, Washington 98188.

25 11. Defendant Ashley Pacific Northwest, LLC is a foreign limited liability company
26 that regularly transacts business in King County, Washington and has multiple offices for the
27 transaction of business in King County, Washington, including at 1101 Outlet Collection Way,

1 Suite 1269, Auburn, King County, Washington 98001 and 17501 Southcenter Parkway, Tukwila,
2 King County, Washington 98188.

3 12. Plaintiff is currently unaware of the true names and capacities, whether individual,
4 corporate, associate, or otherwise, of the defendants sued herein under fictitious names Does 1-
5 20, inclusive, and therefore sues such defendants by such fictitious names. Plaintiff will seek leave
6 to amend this Complaint to allege the true names and capacities of the fictitiously named
7 defendants when their true names and capacities have been ascertained. Plaintiff is informed and
8 believes, and thereon alleges, each of the fictitiously named defendants is legally responsible in
9 some manner for the events and occurrences alleged herein, and for the damages suffered by
10 Plaintiff and the Class.

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

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

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

19 15. Each Defendant employs more than 15 individuals.

20 16. From January 1, 2023 to the present, Plaintiff and more than 40 Class members
21 applied to job openings with Defendants for positions located in Washington state where the
22 postings did not disclose the wage scale or salary range, and/or a general description of all of the
23 benefits and other compensation to be offered.

24 17. On or about October 11, 2023, Plaintiff applied for a job opening with Defendants.
25 The posting for the job opening did not disclose the wage scale or salary range, or a general
26 description of all of the benefits and other compensation to be offered. A true and correct copy of
27 Defendants’ job posting is attached hereto as Exhibit 1.

1 18. Plaintiff and the Class members lost valuable time applying for jobs with
2 Defendants for which the wage scale or salary range, and/or a general description of all of the
3 benefits and other compensation to be offered was not disclosed to them.

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

7 20. As a result of Defendants' actions and omissions, Plaintiff and the Class have been
8 damaged in amounts to be proven at trial.

9 V. CLASS ACTION ALLEGATIONS

10 21. Class Definition. Under Civil Rule 23(a) and (b)(3), Plaintiff brings this case as a
11 class action against Defendants on behalf of the Class defined as follows (the "Class"):

12 All individuals who, from January 1, 2023 through the date notice
13 is provided to the Class, applied for a job opening in the State of
14 Washington with one or more of the Defendants, where the job
posting did not disclose the wage scale or salary range for the
position.

15 22. Excluded from the Class are the Defendants and Defendants' officers, directors,
16 and independent contractors, and any judge to whom this case is assigned, as well as his or her
17 staff and immediate family.

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

22 24. Commonality. Because all applicants applied for job openings that did not disclose
23 the wage scale or salary range, and/or a general description of all of the benefits and other
24 compensation to be offered, this is a straightforward matter of determining whether Defendants'
25 actions violate Washington law, and, if so, assessing damages.

26 25. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff and
27 Class members all applied for job openings with Defendants that did not disclose the wage scale

1 or salary range, and/or a general description of all of the benefits and other compensation to be
2 offered.

3 26. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
4 Plaintiff has retained competent and capable attorneys with substantial experience in complex
5 class action litigation. Plaintiff and Plaintiff's counsel are committed to prosecuting this action
6 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor
7 Plaintiff's counsel have interests that are contrary to or that conflict with those of the Class.

8 27. Predominance. Defendants have engaged in a common course of conduct of failing
9 to disclose the wage scale or salary range, and/or a general description of all of the benefits and
10 other compensation to be offered in job postings in violation of RCW 49.58.110. The common
11 issues arising from Defendants' unlawful conduct affects Plaintiff and Class members and
12 predominates over any individual issues. Adjudication of these common issues in a single action
13 has the important and desirable advantage of judicial economy.

14 28. Superiority. Plaintiff and the Class have suffered, and will continue to suffer, harm
15 and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action,
16 however, most Class members would find the cost of litigating their claims prohibitive, especially
17 when that cost is balanced against each individual's respective potential award. Class treatment is
18 superior to multiple individual suits or piecemeal litigation because it conserves judicial resources,
19 promotes consistency and efficiency of adjudication, provides a forum for claimants with smaller
20 cases and those with few resources, and deters illegal activities. There will be no significant
21 difficulty in the management of this case as a class action. The Class members and the job postings
22 to which they applied are readily identifiable through Defendants' own records.

1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **VIOLATION OF RCW 49.58.110**
4 ***Claim of Relief for Plaintiff and the Class***

5 29. Plaintiff incorporates by reference all foregoing factual allegations.

6 30. As described more fully above, Defendants did not disclose the wage scale or salary
7 range, and/or a general description of all of the benefits and other compensation to be offered in
8 their job postings.

9 31. On or after January 1, 2023, Plaintiff and the Class applied for job openings with
10 the Defendants where the postings did not disclose the wage scale or salary range, and/or a general
11 description of the benefits and other compensation to be offered.

12 32. Defendants' actions and omissions violate RCW 49.58.110.

13 33. As a result of Defendants' actions and omissions, Plaintiff and the Class have been
14 damaged in amounts to be proven at trial.

15 **SECOND CAUSE OF ACTION**
16 **INJUNCTIVE RELIEF**
17 ***Claim of Relief for Plaintiff and the Class***

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

19 35. Plaintiff and the Class are entitled to an injunction prohibiting Defendants from
20 further violations of Washington law. Specifically, Plaintiff seeks injunctive relief to require
21 Defendants to disclose in each posting for each job opening the wage scale or salary range, and a
22 general description of all of the benefits and other compensation to be offered.

23 **THIRD CAUSE OF ACTION**
24 **DECLARATORY RELIEF**
25 ***Claim of Relief for Plaintiff and the Class***

26 36. Plaintiff incorporates by reference all foregoing factual allegations.

27 37. Plaintiff and the Class are entitled to a declaration that Defendants' practice of
failing to disclose in each posting for each job opening the wage scale or salary range is illegal.

38. Plaintiff and the Class are entitled to a final judicial determination of the amounts
owing to Plaintiff and the Class as a result of Defendants' failure to disclose in each posting for

1 each job opening the wage scale or salary range, and a general description of all of the benefits
2 and other compensation to be offered to the hired applicant.

3 **VII. REQUEST FOR RELIEF**

4 Plaintiff, individually and on behalf of the members of the Class, requests that the Court
5 enter judgment against Defendants as follows:

6 1. An Order certifying that this action be maintained as a class action and appointing
7 Plaintiff as Class Representative and Plaintiff’s counsel as Class Counsel;

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

10 3. Costs and reasonable attorneys’ fees pursuant to RCW 49.58.070(1);

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

16 5. Declaratory relief to the effect that Defendants’ failure to disclose in each posting
17 for each job opening the wage scale or salary range violates Washington law;

18 6. Pre- and post-judgment interest;

19 7. Leave to amend the Complaint to conform to the evidence; and

20 8. Any additional or further relief which the Court deems equitable, appropriate, or
21 just.

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1 DATED October 12, 2023

EMERY | REDDY, PLLC

2
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EXHIBIT 1





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ASHLEY SEARCH JOBS ABOUT US SHOP ASHLEY AMERICA'S #1 FURNITURE EMPLOYERS Forbes 2021

Senior IT Network Engineer

Ashley Global Retail, LLC
Spanaway, WA, United States

Share:    

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Description

Join The #1 Furniture Company-Join The #1 Furniture Brand

Ashley Furniture Industries, Inc. is the largest manufacturer of furniture in the world. Established in 1945, Ashley offers one of the industry's broadest product assortments to retail partners in 123 countries.

- Are you a technology buff with a strong understanding of data who can think outside the box? Does the thought of taking a company into the Industry 4.0 revolution get you excited? Do you want to take that excitement and knowledge and work for a world-class organization?
- Then apply today to our IT team at Ashley Furniture – the World's Largest Furniture Manufacturer!
- Our IT team combines a highly skilled workforce, the most advanced equipment available, and incredible computer optimization to create one of the most agile operations in the industry!

Summary:

Network Engineer

What Will You Do?

Similar Jobs

Retail Store Customer Service Representative
Tacoma, WA, United States

Inventory Control
Spanaway, WA, United States

Retail Sales Associate
Auburn, WA, United States

Retail Store Customer Service Representative
Auburn, WA, United States

Store Warehouse
Tacoma, WA, United States

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Senior IT Network Engineer x + ashleycareers.tccportals.com/jobs/13368728--senior-it-network-engineer

ASHLEY SEARCH JOBS ABOUT US SHOP ASHLEY AMERICA'S #1 FURNITURE EMPLOYERS Forbes 2021

What Will You Do?

You will be responsible for assisting with the implementation of all the Company's network infrastructure across the globe. The goal is to maximize service availability and satisfy the needs of all internal and external customers. The Network engineer is responsible for validation, implementation and operation of all network hardware. This person will work with the other engineers on the team in supporting various network projects. This position is also responsible for delivering clear, concise, and timely communication to our customers to ensure their confidence in our team's passion to provide them with the best customer experience possible.


What Do You Need?

- 8+ years of enterprise network experience, Required.
- CCNA (Cisco Certified Network Professional) preferred.
- Advanced knowledge of BGP, OSPF, EIGRP, STP, TCP/IP, DNS and DHCP.
- Advance knowledge of scripting tools (Python / Terraform) (required)
- Advance knowledge of Cisco Data Center architecture (ACI, and Nexus 9000), Required
- Working knowledge of Cisco Wireless Access Points and controllers and others such as Ruckus, Aruba and Meraki.
- Advanced knowledge of analyzing existing data networks and recommend scalable and supportable solutions.
- Advanced knowledge in the build, deploy and maintenance of enterprise Data Center, WAN and LAN Networks.
- Working knowledge of supporting Cisco LAN switches and Cisco WAN routers (ISR/ASR).
- Working knowledge of F5 Load-Balancing LTM and GTM.
- Experience with cloud technologies (Azure, GCP, AWS).
- Experience with deploying and supporting SDWAN and Velo Cloud preferred.


Who Are We?

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Senior IT Network Engineer x
ashleycareers.ttcportals.com/jobs/13368728-senior-it-network-engineer







SEARCH JOBS ABOUT US SHOP ASHLEY



Who Are We?

- We offer competitive pay and excellent benefits!
- We are a multi-billion dollar company and the largest manufacturer of furniture in the world, and offer one of the industry's broadest product assortments at over 20,000 storefronts in 123 countries.
- Growth-Focused is one of our core values, and we are dedicated to helping you grow with us through training, mentoring, and coaching as well as investing in the latest design tools, production equipment and new technologies.
- Environmental efforts are a priority as we continually seek to recycle, reuse and replenish every day.
- Millions of dollars are contributed annually to local and national charities as we seek to improve the lives of people around the world.

We are an equal opportunity employer and provide a drug-free working environment. While Ashley appreciates the interest of all candidates only those meeting specific position requirements may be contacted. Principals Only.

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[search jobs](#)

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Thank You x
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Thank You!

Thanks so much for taking the time to express interest in joining our family! We will review your background and qualifications and get back with you as soon as possible regarding this role. Until then, we encourage you to check out our other exciting opportunities. Our hiring needs are continually changing so, don't be shy, see more of what Ashley has to offer [here!](#)

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[search jobs](#)



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