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

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

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

v.

GINSING, LLC, a Washington limited  
liability company dba WILD GINGER and  
THE TRIPLE DOOR; GINSING II LLC, a  
Washington limited liability company dba  
WILD GINGER AT LINCOLN SQUARE  
SOUTH; GINSING III LLC, a Washington  
limited liability company dba WILD  
GINGER; and DOES 1-20,  
  
Defendants.

No.  
  
CLASS ACTION COMPLAINT FOR  
DAMAGES, INJUNCTIVE RELIEF, AND  
DECLARATORY RELIEF

Plaintiff Destinee Moliga on behalf of herself and all others similarly situated (the "Class"), by and through his counsel, brings this Class Action Complaint for damages, injunctive relief, and declaratory relief against Defendants Ginsing, LLC, Ginsing II LLC, and Ginsing III LLC (collectively, "Defendants"). Plaintiff alleges, upon personal knowledge as to her own actions and her 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 to be offered to the hired applicant pursuant to the  
4 Washington Equal Pay and Opportunities Act (“EPOA”). 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 Washington Legislature further finds that “lower starting salaries  
8 translate into lower pay, less family income, and more children and families in poverty.” RCW  
9 49.58.005(3)(b).

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

17 4. This is a class action on behalf of individuals who applied to job openings with  
18 Defendants where the job posting did not include the wage scale or salary range to be offered to  
19 the hired applicant in violation of RCW 49.58.110.

20 **II. JURISDICTION AND VENUE**

21 5. This Court has jurisdiction over this cause of action pursuant to RCW 2.08.010, as  
22 jurisdiction has not been vested in another court exclusively by law.

23 6. Venue is proper in this Court pursuant to RCW 4.12.020 and/or RCW 4.12.025  
24 because the acts alleged herein took place in whole or in part in King County, and because  
25 Defendants regularly transact business and have multiple locations for the transaction of business  
26 in King County.

1 7. The claims asserted on behalf of Plaintiff and the Class in this Complaint are  
2 brought under state law causes of action and are governed by Washington law. Federal jurisdiction  
3 is inappropriate under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4)(A), because: (a) all  
4 members of the Class were applicants of a Washington employer at all times relevant to their  
5 interactions with Defendants; (b) Defendants are licensed to transact business within Washington  
6 and have purposefully availed themselves of its laws; (c) Defendants' alleged conduct occurred  
7 within Washington; (d) the injuries to Plaintiff and the Class occurred within Washington; and  
8 (e) during the three-year period preceding the filing of this action, no other class action has been  
9 filed asserting the same or similar factual allegations against Defendants on behalf of the same  
10 persons.

11 **III. PARTIES**

12 8. Plaintiff Destinee Moliga is a resident of Pierce County, Washington, and applied  
13 to work for Defendants at their restaurant located at 1401 3<sup>rd</sup> Avenue, Seattle, King County,  
14 Washington.

15 9. Defendant Ginsing, LLC is a Washington limited liability company doing business  
16 as Wild Ginger and The Triple Door. It has two restaurant locations in King County, Washington,  
17 including 1401 3<sup>rd</sup> Avenue, Seattle, WA 98101 and 216 Union Street, Seattle, WA 98101.  
18 Ginsing, LLC is, and at all times relevant to this Complaint was, an employer as defined in the  
19 statutes listed herein.

20 10. Defendant Ginsing II LLC is a Washington limited liability company doing  
21 business as Wild Ginger at Lincoln Square South. It has a restaurant in King County, Washington  
22 located at 508 Bellevue Way NE, Bellevue, WA 98005. Ginsing II LLC is, and at all times  
23 relevant to this Complaint was, an employer as defined in the statutes listed herein.

24 11. Defendant Ginsing III LLC is a Washington limited liability company doing  
25 business as Wild Ginger. It has a restaurant in King County, Washington located at 2202 8<sup>th</sup>  
26 Avenue, Unit B, Seattle, WA 98121. Ginsing III LLC is, and at all times relevant to this  
27 Complaint was, an employer as defined in the statutes listed herein.

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

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

10           13. Effective January 1, 2023, Washington employers are required to disclose in each  
11 posting for each job opening the wage scale or salary range to be offered to the hired applicant.  
12 RCW 49.58.110.

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

17           15. Defendants employ more than 15 employees in the State of Washington.

18           16. From January 1, 2023 to the present, Plaintiff and more than 40 other individuals  
19 applied to Defendants’ job openings for positions located in the State of Washington where the  
20 postings did not disclose the wage scale or salary range to be offered to the hired applicant.

21           17. On or about March 2, 2023, Plaintiff applied for a job opening at Defendants’  
22 restaurant located at 1401 3<sup>rd</sup> Avenue, Seattle, King County, Washington. The posting for the job  
23 opening is one of many of Defendants’ job postings that did not disclose the wage scale or salary  
24 range to be offered to the hired applicant. A true and correct copy of one example of Defendants’  
25 job postings without a wage scale or salary range is attached hereto as Exhibit 1.

26           18. Plaintiff and Class members lost valuable time applying for jobs with Defendants  
27 where the wage scale or salary range were not disclosed.

1           19. As a result of their inability to evaluate the pay for the position, negotiate that pay,  
2 and compare that pay to other available positions in the labor market, Plaintiff and the Class  
3 members were damaged in amounts to be proven at trial.

4                                   **V. CLASS ACTION ALLEGATIONS**

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

7                                   All individuals who, from January 1, 2023 through the date notice  
8 is provided to the Class, applied for a job opening in the State of  
9 Washington with Ginsing, LLC, Ginsing II LLC, and/or Ginsing III  
10 LLC, where the job posting did not disclose the wage scale or salary  
range for the position.

11           21. Excluded from the Class are the Defendants and their owners, shareholders,  
12 officers, and directors, as well as any judge to whom this case is assigned, his or her staff and  
13 immediate family.

14           22. Numerosity. There are potentially dozens of individuals who applied for positions  
15 with Defendants in the State of Washington during the time period relevant to this matter. Joinder  
16 of all such similarly situated individuals is impracticable. Furthermore, the disposition of all  
17 claims of the Class members in a single action will provide substantial benefits and efficiency to  
18 all parties and to the Court.

19           23. Commonality. Because all applicants applied for job openings that did not disclose  
20 the wage scale or salary range, this is a straightforward matter of determining whether  
21 Defendants’ actions violate Washington law, and, if so, assessing damages.

22           24. Typicality. Plaintiff’s claims are typical of the claims of the Class. Plaintiff and  
23 Class members all applied for job openings with Defendants that did not disclose the wage scale  
24 or salary range to be offered.

25           25. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.  
26 Plaintiff has retained competent and capable attorneys with substantial experience in complex  
27 class action litigation. Plaintiff and her counsel are committed to prosecuting this action

1 vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor  
2 her counsel have interests that are contrary to or that conflict with those of the Class.

3 26. Predominance. Defendants have engaged in a common course of conduct of failing  
4 to disclose the wage scale or salary range to be offered in job postings in violation of RCW  
5 49.58.110. The common issues arising from Defendants' unlawful conduct affect Plaintiff and  
6 Class members and predominate over any individual issues. Adjudication of these common issues  
7 in a single action has the important and desirable advantage of judicial economy.

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

## 18 VI. CAUSES OF ACTION

### 19 FIRST CAUSE OF ACTION 20 VIOLATION OF RCW 49.58.110 *Claim of Relief for Plaintiff and the Class*

21 28. Plaintiff incorporates by reference and realleges all foregoing factual allegations  
22 as though fully set forth herein.

23 29. As described more fully above, Defendants failed to disclose the wage scale or  
24 salary range to be offered to hired applicants in their job postings.

25 30. On or after January 1, 2023, Plaintiff and Class members applied for Defendants'  
26 job openings where the job postings did not disclose the wage scale or salary range to be offered  
27 to the hired applicant in each posting.

1 31. Defendants' actions and omissions violate RCW 49.58.110.

2 32. As a result of Defendants' actions and omissions, Plaintiff and the Class have been  
3 damaged in amounts to be established at trial.

4 **SECOND CAUSE OF ACTION**  
5 **INJUNCTIVE RELIEF**  
6 ***Claim of Relief for Plaintiff and the Class***

7 33. Plaintiff incorporates by reference and realleges all foregoing factual allegations  
8 as though fully set forth herein.

9 34. Plaintiff and the Class are entitled to an injunction prohibiting Defendants from  
10 further violations of the EPOA. Specifically, Plaintiff seeks injunctive relief to require Defendants  
11 to disclose in each job posting for each job opening, the wage scale or salary range to be offered.

12 **THIRD CAUSE OF ACTION**  
13 **DECLARATORY RELIEF**  
14 ***Claim of Relief for Plaintiff and the Class***

15 35. Plaintiff incorporates by reference and realleges all foregoing factual allegations  
16 as though fully set forth herein.

17 36. Plaintiff and the Class are entitled to a declaration that Defendants' failure to  
18 disclose in each job posting for each job opening the wage scale or salary range to be offered to  
19 the hired applicant is illegal.

20 37. Plaintiff and the Class are entitled to a final judicial determination of the amounts  
21 owing to Plaintiff and the Class as a result of Defendants' failure to disclose in each job posting  
22 for each job opening the wage scale or salary range to be offered.

23 **VII. REQUEST FOR RELIEF**

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

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

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

- 1           3.       Costs and reasonable attorneys’ fees pursuant to RCW 49.58.070(1);
- 2           4.       Preliminary and permanent injunctive relief prohibiting, restraining, and enjoining
- 3 Defendants from engaging in the conduct complained of herein, including, but not limited to, an
- 4 Order requiring Defendants to disclose in each job posting for each job opening the wage scale
- 5 or salary range to be offered to hired applicants;
- 6           5.       Declaratory relief to the effect that Defendants’ failure to disclose in each posting
- 7 for each job opening the wage scale or salary range violates Washington law;
- 8           6.       Pre- and post-judgment interest;
- 9           7.       Leave to amend the Complaint to conform to the evidence; and
- 10          8.       Any additional or further relief which the Court deems equitable, appropriate, or
- 11 just.

12

13 DATED October 6, 2023

EMERY | REDDY, PLLC

14

15 By: /s/ Timothy W. Emery

16 Timothy W. Emery, WSBA No. 34078

17 Patrick B. Reddy, WSBA No. 34092

18 Paul Cipriani, WSBA No. 59991

19 Emery Reddy, PLLC

20 600 Stewart Street, Suite 1100

21 Seattle, WA 98101

22 Telephone: (206) 442-9106

23 Fax: (206) 441-9711

24 Email: emeryt@emeryreddy.com

25 Email: reddyp@emeryreddy.com

26 Email: paul@emeryreddy.com

27 *Attorneys for Plaintiff Destinee Moliga  
and the Class*



# EXHIBIT 1



POSITION INFORMATION

LOG IN/SIGN UP

COOK  
SEATTLE, WA

APPLY

SHARE

APPLY

SHARE

APPLY

SHARE

Position Information

Company: GinSing LLC

Position: Cook

Status: Part Time

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

Req #: 5952401

Date Posted: March 01, 2022

Location: Wild Ginger-1401 3rd Ave, Seattle, US, WA, 98101

Job Category: Pantry Cook

The Triple Door is an extension of Wild Ginger and we are hiring cooks for both locations! Evening/weekend availability required.

Wild Ginger is seeking full-time or part-time pantry cooks to join our team! Experience with Southeast Asian cuisine desired but not required.

Responsibilities include:

- Cooking and preparing all menu items in accordance standards set by the Chef de Cuisine and Sous Chefs
- Stock and maintain sufficient levels of food on the line
- Food preparation and portioning prior to service
- Maintaining a clean and sanitary work environment

If you are:

- Experienced in the kitchen with a desire to learn
- A people person who enjoys interacting with people from all different backgrounds
- An excellent communicator



POSITION INFORMATION

LOG IN/SIGN UP

We want to hear from you!

When you bring your winning attitude and excellent work ethic to Wild Ginger, you will enjoy flexible hours, great benefits, advancement opportunities, and the prospect to work with an award winning team in a fun environment!

Wild Ginger has an excellent benefit package for those who qualify, including medical, dental, vision, 401(k), paid-time-off, and generous employee discounts to any of our locations.

Wild Ginger is an Equal Opportunity Employer.

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