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14CV03147
Judge: Gerking, Timothy

STATE OF OREGON
CLACKAMAS COUNTY COURT
FILED
ENTERED
2014 JAN 17 PM 2:50
JAN 22 2014
By: KLC

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF CLACKAMAS

RENEE MAZA, JODI REAL, AND STEVE PRICE, individuals,
Plaintiffs,
v.
WATERFORD OPERATIONS, LLC and COOS BAY REHABILITATION, LLC, a domestic limited liability company,
Defendants.

Case No. CV 13080528
CLASS ACTION AMENDED COMPLAINT (Wage Claim)
Claims Between \$1,000,000 and \$9,999,999
Not Subject to Mandatory Arbitration
JURY TRIAL DEMANDED

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CLACKAMAS COUNTY COURT
DECKETED BY:

1.

This is an action under State wage and hour laws to recover unpaid wages, and penalty wages for all current and former employees of Defendant, Waterford Operations, LLC and Coos Bay Rehabilitation, LLC, (collectively "Avamere" or "Defendants") who worked for Avamere within Oregon.


2.

At all times material herein, Plaintiffs was employed by Defendants in the State of Oregon.

3.

At all times material herein, the Defendant Waterford Operations, LLC is a domestic limited liability company.

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CMAM
Complaint - Amended
926289


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4.

At all times material herein, the Defendant Waterford Operations, LLC operates under at least the business names of "Avamere at Waterford" and "Avamere at Three Fountains".

5.

At all times material herein, the Defendant Coos Bay Rehabilitation, LLC is domestic limited liability company.

6.

At all times material herein, the Defendant Coos Bay Rehabilitation, LLC operates under at least the business name of Avamere Rehabilitation of Coos Bay.

7.

At all times material herein, Defendants were doing business in Oregon.

8.

The Circuit Court of Oregon has personal jurisdiction over Defendants because they are engaged in substantial and not isolated activities within this state, because the events set forth in this complaint occurred in Oregon and because the claims arise out of services actually performed for the Defendant by the Plaintiffs and putative class members within Oregon.

9.

The Circuit Court of Oregon has personal jurisdiction over Defendants because they were formed under the laws of the state of Oregon.

10.

Avamere did not pay all wages for time worked on the clock by Plaintiffs and similarly situated individual.

11.

Avamere altered punch times to show employees were not working when they were.

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12.

These alterations included clocking individuals out for lunch where they were not provided an uninterrupted 30 minute time segment for a lunch period.

13.

Avamere was required to provide their employees with an uninterrupted meal period.

14.

Where the meal period was interrupted, Avamere was required to pay the full 30 minutes in wages to the affected employee.

15.

Avamere allowed, suffered, and permitted its employees who perform charting to do so off the clock.

16.

Avamere did not pay these employees wages for the work they performed charting while not on the clock.

17.

Avamere provided computers which individuals could use to access Point Click Care outside the individual's normal work area/patient care area.

18.

Providing these computers allowed Plaintiffs and class members to perform the charting work off the clock.

19.

Avamere was required to pay all wages due at the next regularly scheduled payday.

20.

Avamere failed and refused to pay Plaintiffs and class members all wages due for all time worked from the time the employee began working until the time the employee stopped working.

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21.

Avamere paid some of its employees using a credit card/debit card ("Pay Card") system.

22.

When an employee's employment ended, Avamere paid final wages through a Pay Card system even where the employee did not authorize it.

23.

Avamere's Pay Card limited the amount of money that could be withdrawn or deducted from it at one time.

24.

Avamere's Pay Card contained fees for usage.

25.

Because Avamere failed to compensate Plaintiffs and class members at their appropriate rates of pay, Avamere failed to pay Plaintiffs and class members all their wages due at the next regularly scheduled payday, in violation of Oregon law.

26.

Avamere had a practice and policy of failing to pay its employees whose employment ended when required by Oregon law.

27.

Avamere failed to make immediate payment of all wages due and owing Plaintiffs and class members upon the ending of employment pursuant to Oregon law.

28.

Defendants were free agents.

29.

Defendants knew Plaintiffs' and class member's employment with Avamere's ended.

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30.

Avamere intended to pay wages to its employees when it did and further intended to pay the amount of wages it paid.

31.

Avamere intended to use the Pay Card system.

I. PARTIES

32.

At all material times, Plaintiffs and all similarly situated individuals are current and former employees of Avamere, who worked for Avamere in Oregon, who are subject to Oregon wage and hour provisions.

33.

Defendants both utilized the same payroll department to pay their employees.

34.

Defendants both utilized the same time keeping systems at all their locations.

35.

Defendants both utilized the same payroll company.

36.

Defendants are part of a large conglomerate of companies performing health services headquartered in Clackamas County. Defendants use the same payroll and HR departments.

II. CLASS ACTION ALLEGATIONS

37.

Plaintiffs brings the Oregon State wage claims for failure to pay all wages, failure to pay overtime wages, and failure to pay all wages when due at termination as a class action pursuant to ORCP 32 on behalf of himself and as the Class Representatives of the following persons:

///

(Unpaid Wages Class)

38.

For Plaintiffs and similarly situated individuals who worked for Avamere within the statutory time period, and were not paid wages for all hours worked, when those wages were due.

(Lunch Class)

39.

For Plaintiffs and all similarly situated class members, who worked for Avamere in Oregon, within the statutory period before the commencement of this action, and were not provided an uninterrupted lunch and were not paid for the full lunch period.

(Pay Card Class)

40.

For Plaintiffs and all similarly situated class members, who worked for Avamere in Oregon, paid by Defendants Pay Card.

(Late Payment Class)

41.

For Plaintiffs and similarly situated individuals whose employment with Avamere ended within the statutory time period, and who did not receive all wages when due.

42.

The Oregon State law claims, if certified for class-wide treatment, may be pursued by all similarly-situated persons who do not request exclusion or opt-out of the class. Class members may be notified of the pendency of this action by first-class mail. Class members and their addresses can be ascertained from Avamere's employment and payroll records.

43.

Plaintiffs' Oregon State law claims satisfy the numerosity, commonality, typicality, adequacy and superiority requirements of a class action pursuant to ORCP 32.

44.

Numerosity of the Class (ORCP 32 A(1)): The classes satisfy the numerosity requirement. The classes are believed to exceed 300 persons and may increase based on the turnover rate of employees during applicable statute of limitations. As a result, joinder of all class members in a single action is impracticable. The precise number of class members and their addresses is unknown to the Plaintiffs, but can be determined from Avamere's employment and payroll records.

45.

Commonality (ORCP 32 A(2)): There are questions of fact and law common to the class that predominate over any questions affecting only individual members. The questions of law and fact common to the class arising from Avamere's actions include, without limitations, the following:

- A. Whether Avamere programed their electronic time keeping system to alter punch times for their employees;
- B. Whether the above programing caused Avamere to fail to pay Plaintiffs and class members all wages based on the practices alleged herein;
- C. Whether Defendants had their employees performing charting work off-the-clock;
- D. Whether Defendants utilized an internet based charting program that tracked the times employees were performing charting;
- E. Whether Defendants issues Pay Cards for final payment without employee's written consent;
- F. Whether Defendants Pay Cards charged fees for withdrawing wages;
- G. Whether Avamere had a practice of failing to timely pay all wages when due and required by ORS § 652.140;

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H. Whether Avamere's conduct in failing to timely pay all wages at the end of employment was willful; and

I. This case will require application of at least ORS 652.110; 652.120; 652.140; 652.360; 653.010; 653.055; and 653.261 to determine liability and damages. Additional case law interpreting these statutes will also be the same for Plaintiffs and putative class members.

46.

Typicality (ORCP 32 A(3)): Plaintiffs' claims are typical of class members' claims

because Plaintiffs and other employees were subject to the same policies and practices alleged herein and used the same electronic time keeping system. Plaintiffs' claims are typical of class members' claims in that:

- A. Plaintiffs were affected by the violations described above;
- B. Plaintiffs' claims stem from the same practices and/or courses of conduct that form the basis of the claims;
- C. Plaintiffs' claims are based upon the same legal and remedial theories as those of the class and involve similar factual circumstances; and
- D. Plaintiffs' injuries are similar to the injuries which class members have suffered.

47.

Adequacy of Plaintiffs' Representation (ORCP 32 A(4)): The named Plaintiffs will

fairly and adequately represent and protect the interests of the class because:

- A. There is no conflict between his claims and those of other class members;
- B. Plaintiffs retained counsel skilled and experienced in wage and hour cases and in class actions and who will vigorously prosecute the litigation;
- C. Plaintiffs' claims are typical of the claims of class members; and

///

1 D. The interests of the class members will be fairly and adequately protected by
2 Plaintiffs and his counsel.

3 48.

4 Plaintiffs provided notice before this lawsuit was filed (ORCP 32 A(5)): The named
5 Plaintiffs provided separate notices, mailed certified return receipt requested, to each
6 Defendant regarding the claims in this case before this case was filed:

7 A. Plaintiffs sent each Defendant notice on or about February 8, 2013;

8 B. Each Defendant received and signed for the notices on or about February 11,
9 2013;

10 C. Plaintiffs sent second notices to Defendants pursuant to ORS 652.150 and ORS
11 652.200 on March 1, 2013.

12 49.

13 ORCP 32 B: A class action is superior to other available methods for the fair and
14 efficient adjudication of the controversy.

15 50.

16 A class action would avoid inconsistent or varying adjudications with respect to
17 individual class members. Given the number of class members, individual cases would likely
18 lead to inconsistent adjudications.

19 51.

20 It is an inefficient use of limited judicial resources to separately rule on the same legal
21 issues that are present in this case for the Plaintiffs.

22 52.

23 Superiority ORCP 32 B(3): A class action is superior to other available means for the
24 fair and efficient adjudication of Plaintiffs' and class members' claims. The common
25 questions of law and fact predominate over questions affecting only individual persons. Each
26 class member's damage amount may be relatively small, especially given the burden and

1 expense of individual prosecution of the complex and extensive litigation necessitated by
2 Avamere's conduct. Moreover, even if class members could afford individual litigation, the
3 court system would be unnecessarily burdened by the individual actions. Individualized
4 litigation presents a potential for inconsistent or contradictory judgments and increases the
5 potential for delay and expense for all parties. A class action will present far fewer
6 management difficulties and will provide the benefits of a single adjudication, economy of
7 scale, and comprehensive supervision by a single court. Plaintiffs' claims are appropriate for
8 certification under ORCP 32 B(3).

9 53.

10 Maintenance of this action as a class action is a fair and efficient method for
11 adjudication of this controversy. It would be impracticable and undesirable for each class
12 member who suffered harm to bring a separate action.

13 54.

14 The maintenance of separate actions would place a substantial and unnecessary burden
15 on the courts and could result in inconsistent adjudications, while a single class action can
16 determine, with judicial economy, the rights of all class members.

17 55.

18 Individuals have very limited interest in controlling the litigation because the matters
19 are not as emotional as other cases like discrimination.

20 56.

21 Because this case is based upon electronic records, determining the violations for a
22 large group of current and former employees is easier.

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1 **III. COMMON ALLEGATIONS**

2 57.

3 Common questions of fact and law exist as to all similarly situated individuals and
4 predominate over any questions that affect only individual similarly situated individuals. The
5 conduct at issue in this case affected Plaintiffs and all purported class members.

6 58.

7 The members of each class exceed 300 members and that number will increase
8 depending upon employee turnover.

9 59.

10 Evidence supporting all class allegations are based upon information and belief.
11 Evidence supporting the class allegations will be available through discovery because
12 employers are required to keep wage and hour records for current and former employees.
13 Plaintiffs has a good faith belief that wages are due absent class members based in part upon
14 information obtained from Plaintiffs regarding the operation of Defendants' time clocks and
15 function of Defendants' internet charting programs.

16 60.

17 Plaintiffs have a good faith belief that wages are due absent class members based on
18 the fact that Plaintiffs viewed other employees using the same electronic timekeeping system
19 and observing others charting at times they normally would be off the clock.

20 61.

21 Plaintiffs upon information and good faith belief, Avamere required terminating
22 employees be paid through their Pay Card system.

23 62.

24 Avamere suffered and permitted Plaintiffs and similarly situated individuals to work
25 hours for which Avamere did not compensate them. Avamere did so by not including all

26 ///

1 hours worked and recorded on the electronic time keeping system when computing employee
2 pay.

3 63.

4 Avamere failed to provide uninterrupted lunch periods to its employees and further
5 failed to pay its employees for the full lunch period they failed to provide.

6 64.

7 Avamere deducted from Plaintiffs and class members the lunch period as though they
8 were taken and uninterrupted from the work time recorded in its electronic time clocks. Doing
9 so caused Avamere not to pay all wages for time actually worked.

10 65.

11 If Avamere's alterations to work time occurred during weeks the employee worked
12 more than 40 hours, the time was required to be paid at 1-1/2 times their regular hourly rate.

13 66.

14 Plaintiffs were an at will employees and was not contracted to work for any specific
15 period of time.

16 67.

17 Plaintiff Renee Maza's worked for Defendant Waterford Operations, LLC as a CMA.

18 68.

19 Defendant Waterford Operations, LLC agreed to pay Plaintiff Renee Maza at the
20 hourly rate of \$14.16.

21 69.

22 Plaintiff Renee Maza's employment for Defendant Waterford Operations, LLC was
23 terminated by Defendant on or about January 4, 2013.

24 70.

25 Plaintiff Jodi Real worked for Defendant Waterford Operations, LLC as an
26 Admissions director.

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71.

Defendant Waterford Operations, LLC agreed to pay Plaintiff Jodi Real at the hourly rate of \$13.50.

72.

Plaintiff Jodi Real's employment for Defendant Waterford Operations, LLC was terminated by Defendant on or about January 4, 2013.

73.

Plaintiff Steve Price worked for both Defendants as a Charge/Admission Nurse.

74.

Defendants agreed to pay Plaintiff Steve Price at the hourly rate of \$28.55.

75.

Plaintiff Steve Price's employment for Defendants ended when he quit on or about January 23, 2013.

76.

Plaintiffs' attorney sent written demands/notices of the wage claims to Defendants.

77.

Defendants failed to pay all wages due Plaintiffs and class members within 12 days of the written demand and notice.

78.

Defendant agreed to pay Plaintiffs at multiple hourly rates depending upon the date the wages were not paid.

FIRST CLAIM FOR RELIEF

(Unpaid Wages Claim)

79.

Plaintiffs re-allege all paragraphs as though fully alleged herein.

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80.

During the course of Plaintiffs' employment, Avamere allowed, suffered and permitted Plaintiffs and class members to perform work for the benefit of Avamere.

81.

Avamere tracked time worked by Plaintiffs and similarly situated class members through an electronic time keeping system.

82.

Avamere utilized a Kronos time keeping system.

///

83.

The Kronos time keeping system was provided in conjunction with Defendants' use of ADP payroll services.

84.

ADP payroll company uses the time from Kronos to pay the wages of Defendants' employees.

85.

Avamere programmed the electronic time keeping system such that it failed to provide payroll with all the hours worked and recorded by Plaintiffs and class members.

86.

Avamere programmed the electronic time keeping system to allow management to alter time recorded on the clock for any reason.

87.

Defendants provided the altered time to payroll resulting in Defendants not paying for all hours worked.

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88.

The alterations to the lunch period punch causes between 0 and 30 minutes of unpaid wages for manual labor provided.

89.

Defendants used an internet company referred to as Point Click Care to perform patient charting.

90.

Employees performed patient charting during times that they were not on-the-clock getting paid.

91.

Point Click Care tracks the date and time that patient charting was performed.

92.

Point Click Care tracks, by employee, who was performing the charting.

93.

In addition, because Oregon law requires the lunches to be paid in full if interrupted, where a lunch is not 30 minutes in length, the employee is due a full 30 minutes of wages, not just the labor hours he/she actually worked during the lunch period. OAR 839-020-0050(2)(b).

94.

Avamere was required to pay all wages earned on payday under ORS 652.120 and 653.010, including the wages it failed to pay because of the way Avamere altered the data in the electronic time keeping system.

95.

Avamere failed to timely pay all regular wages because of the way Avamere altered the data in the electronic time keeping system.

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96.

Plaintiffs made multiple demands for payment of all unpaid wages on behalf of himself and other class members.

97.

Avamere failed and refused to pay all earned wages to Plaintiffs and class members.

98.

Plaintiffs' attorney sent written notice of the wage claim to Avamere.

99.

Because of Avamere's failure to make payment of all regular wages when due, Plaintiffs and class members are due unpaid regular wages in an amount to be determined at trial.

100.

Because of Avamere's failure to pay Plaintiffs' and all class members' wages within 48 hours after they were due, Plaintiffs and class members are entitled to recover costs, disbursements, and reasonable attorney fees, pursuant to ORS 652.200(2).

101.

Plaintiffs and class members seek unpaid wages, costs, disbursements and attorney fees, pursuant to ORS 652.200(2).

SECOND CLAIM FOR RELIEF

(Lunch Wages, Civil Penalty)

102.

Plaintiffs re-alleges all paragraphs as though fully alleged herein.

103.

Where Avamere's electronic time keeping system altered punches for lunches, the employee is due 30 minutes of wages.

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104.

Where those wages are in excess 40 hours per week, that time should have been paid at the overtime rate.

105.

Avamere failed and refused to pay Plaintiffs and class members for the hours worked during their lunches, and further failed to pay the full 30 minutes as required by law, and there remains due and unpaid wages in an amount to be determined. The amount of unpaid wages will be determined in discovery, but is anticipated to be less than \$1,000 per class member.

106.

In failing to pay Plaintiffs and class members for all interrupted lunch periods, Avamere's actions were willful.

107.

Because of Avamere's failure to pay Plaintiffs and all class members for all lunches that were interrupted by work, Plaintiffs and class members, pursuant to ORS 653.055(1)(b), are entitled to a civil penalty as computed by ORS 652.150.

108.

Plaintiffs and class members have been required to bring this action to recover overtime earnings and penalties, and are entitled to recover costs, disbursements, and a reasonable sum for attorney fees, pursuant to ORS 653.055(4) and ORS 652.200(2).

109.

Plaintiffs and class members seek overtime wages in an amount to be determined, but anticipated to be less than \$1,000 per class member, plus a civil penalty as determined per ORS 653.055(1)(b), costs and disbursements, and attorney fees per ORS 655.055(4) and ORS 652.200(2).

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THIRD CLAIM FOR RELIEF

(Unlawful Deduction Claim)

110.

Plaintiffs re-alleges all paragraphs as though fully alleged herein.

111.

During the course of Plaintiffs' and class members' employment, Avamere allowed, suffered and permitted Plaintiffs and class members to perform work for the benefit of Avamere.

112.

Avamere used a Pay Card to pay wages to employees.

113.

The Pay Card had limitations on how much the employee could withdraw from it at one time.

114.

Employees using the Pay Card were charged fees for its use.

115.

Avamere paid final wages by Pay Card.

116.

Avamere did not obtain written authorization to pay by Pay Cards from all employees who it paid through a Pay Card.

117.

No employee signed a document specifically authorizing Avamere to deduct service fees from their wages.

118.

The deductions are in violation of ORS 652.610 and ORS 652.110.

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119.

Avamere has never refunded or paid these charges that were deducted from Plaintiffs' and other employee's wages.

120.

Plaintiffs and class members are entitled to the greater of \$200 or their damages for the unlawful deductions caused by the Defendants' use of their Pay Cards. ORS 652.615.

121.

Because of Avamere's failure to pay Plaintiffs' wages within 48 hours after they were due, Plaintiffs and class members are entitled to recover costs, disbursements, and reasonable attorney fees, pursuant to ORS 652.200(2) and ORS 652.615.

THIRD CLAIM FOR RELIEF

(Late Payment at Termination Claim)

122.

Plaintiffs re-alleges all paragraphs as though fully alleged herein.

123.

During the course of Plaintiffs' and class members' employment, Avamere allowed, suffered and permitted Plaintiffs and class members to perform work for the benefit of Avamere.

124.

The last hourly rate paid to class members and the final date of employment for class members should be in Avamere's employment records.

125.

Avamere failed to pay Plaintiffs and all class members the wages as set out above, and wages remain due and owing.

126.

Avamere also failed to pay Plaintiffs and class members final wages because it paid by

1 Pay Card not authorized by statute and caused additional charges resulting in non-payment of
2 a portion of Plaintiffs' and class members' wages.

3 127.

4 Avamere was required to pay Plaintiffs and all class members for all time they worked,
5 including the unpaid time described in this complaint, within the time set by ORS 652.140.

6 128.

7 Avamere failed and refused to pay all time worked, and therefore, failed to pay all
8 wages within the time required by ORS 652.140.

9 129.

10 In failing to pay all of Plaintiffs' and class members' final wages at termination,
11 Avamere was a free agent.

12 130.

13 In failing to pay all of Plaintiffs' and class members' final wages at termination,
14 Avamere determined its own actions.

15 131.

16 Avamere programmed, or caused their electronic time keeping system to be
17 programmed, in the manner set forth in this complaint.

18 132.

19 In failing to pay all of Plaintiffs' and class members' final wages at termination,
20 Avamere was not responsible to, nor coerced by any other person, or entity, or authority.

21 133.

22 Avamere knew Plaintiffs' employment had ended.

23 134.

24 Avamere knew class members' employment had ended.

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135.

Avamere possessed all information regarding the hours worked by Plaintiffs and class members.

136.

Avamere could calculate the amount of wages due Plaintiffs and class members at termination.

137.

Avamere was capable of paying all Plaintiffs' and class members' wages earned and due at termination.

138.

Avamere's failure to make payment of Plaintiffs' final wages when due was wilful and continued for not less than 30 days.

139.

Plaintiffs and his attorneys made multiple demands for payment of his unpaid wages and the unpaid wages of class members.

140.

Avamere failed to pay all wages due within 12 days of Plaintiffs' written demand.

141.

Plaintiffs' attorney sent written notice of the wage claim to Avamere.

142.

Because of Avamere's failure to make payment of final wages when due, Plaintiffs and class members are due statutory penalty wages in an amount to be determined pursuant to ORS 652.150, for the continuation of Plaintiffs' unpaid final wages for not less than 30 days.

143.

Plaintiff Maza's penalty wages are not less than \$3,398.40.

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144.

Plaintiff Real's penalty wages are not less than \$3,240.00.

145.

Plaintiff Price's penalty wages are not less than \$4,140.60.

146.

Because of Avamere's failure to pay Plaintiffs' wages within 48 hours after they were due, Plaintiffs and class members are entitled to recover costs, disbursements, and reasonable attorney fees, pursuant to ORS 652.200(2).

147.

Plaintiffs and class members seek statutory wages pursuant to ORS 652.150, and costs, disbursements and attorney fees, pursuant to ORS 652.200(2).

WHEREFORE, Plaintiffs demands judgment from Defendant:

Upon Plaintiffs' claim for relief:

- 1. Unpaid wages in an amount to be determined after discovery.
- 2. Attorney fees, costs and disbursements, pre and post judgment interest in the amount of 9% per annum incurred herein, pursuant to ORS 652.200(2).

Upon Plaintiffs' claim for relief for failing to pay wages for unprovided lunch periods:

- 1. 30 minutes of wages for each unpaid lunch periods that was interrupted or not taken.
- 2. Civil Penalty per ORS 653.055(1)(b) and ORS 652.150.
- 3. Attorney fees, costs, disbursements, and pre- and post- judgment interest in the amount of 9% per annum incurred herein, pursuant to ORS 653.055(4) and ORS 652.200(2).

Upon Plaintiffs' claim for relief for deducting wages for use of Pay Cards:

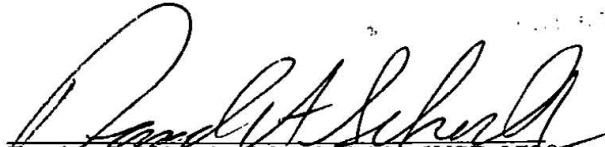
- 1. Greater of damages or \$200 per deduction under ORS 652.615.
- 2. Pre-judgment and post- judgment interest on all damage amounts, plus costs, disbursements, and attorney fees pursuant to ORS 652.200(2) and 652.615.

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1 **Upon Plaintiffs' claim for relief for failing to timely pay all wages on termination:**

- 2 1. Unpaid wages in an amount to be determined.
- 3 2. Statutory penalty wages pursuant to ORS 652.150.
- 4 3. Pre-judgment and post-judgment interest on all damage amounts, plus costs,
- 5 disbursements, and attorney fees pursuant to ORS 652.200(2).

6
7 DATED: January 15, 2014.

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10 
11 David A. Schuck, OSB 993564, WSB 37285
12 dschuck@wageclaim.org
13 Attorney for Plaintiffs
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CERTIFICATE OF SERVICE

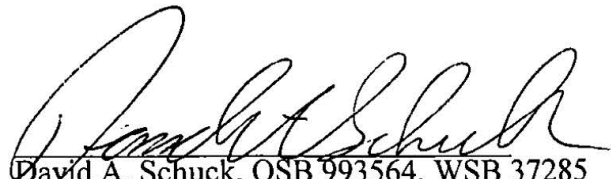
I hereby certify that I caused to be served the foregoing **CLASS ACTION AMENDED COMPLAINT** upon:

Jillian Pollock
Buckley Law, PC
5300 Meadows Road, Suite 200
Lake Oswego, OR 97035
jp@buckley-law.com

by the following indicated method(s):

- by **mailing** a full, true, and correct copy thereof in a sealed, first-class postage-prepaid envelope, addressed to the person as shown above, the last-known office address of the person, and deposited with the United States Postal Service on January 15, 2014.
- by causing a full, true, and correct copy thereof to be **hand-delivered** to the person listed above on January 15, 2014.
- by sending a full, true, and correct copy thereof via **overnight courier** in a sealed, prepaid envelope, addressed to the attorney as shown above, the last-known office address of the person, on January 15, 2014.
- by **faxing** a full, true, and correct copy thereof to the person at facsimile number 503-620-4878, which is the last-known fax number for the person, on the date set forth below. The receiving fax machine was operating at the time of service and the transmission was properly completed. Attached herewith is the confirmation of receipt which was generated by the transmitting machine.
- by **emailing** a full, true, and correct copy thereof to the person(s) above at on January 15, 2014.
- by **certified mailing** a full, true, and correct copy thereof in a sealed, first-class postage-prepaid envelope, addressed to the person as shown above, the last-known office address of the person, and deposited with the United States Postal Service at Vancouver, Washington on January 15, 2014.

DATED: January 15, 2014.


 David A. Schuck, OSB 993564, WSB 37285
 dschuck@wageclaim.org
 Attorney for Plaintiffs