

FILED

14 SEP 26 PM 3:34

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 14-2-24553-0 SEA

THE HONORABLE BRUCE HELLER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

JACIEL SUAREZ CORTEZ, JOSE LUIS
SANTOS-SERRANO, ISABLE SALINAS
SERRANO, AND PAULINA SALINAS
SERRANO,

Plaintiff,

v.

PASEO CARIBBEAN FOOD, INC., a
Washington Corporation, LORENZO
LORENZO and JANE DOE LORENZO,
husband and wife, and the marital community
comprised thereof,

Defendant.

NO. 14-2-24553-0 SEA

ANSWER AND AFFIRMATIVE
DEFENSES

COMES NOW Defendants PASEO CARIBBEAN FOOD, INC. and LORENZO
LORENZO (collectively "Defendants") by and through their attorneys of record, Scheer &
Zehnder LLP, and answer Plaintiffs' Complaint by admitting, denying, and otherwise
pleading as set forth below. Any allegations not specifically admitted are hereby denied.

I. ANSWER

- 1.1. Defendants deny Paragraph 1.1 for lack of knowledge.
- 1.2. Defendants deny Paragraph 1.2 for lack of knowledge.

ANSWER AND AFFIRMATIVE DEFENSES – Page 1

SCHEER & ZEHNDER LLP
701 PIKE STREET, SUITE 2200
SEATTLE, WA 98101
P: (206) 262-1200 F: (206) 223-4065

1 1.3. Defendants deny Paragraph 1.3 for lack of knowledge.

2 1.4. Defendants deny Paragraph 1.4 for lack of knowledge.

3 1.5. Defendants admit only that Paseo Caribbean, Inc. is a Washington corporation
4 that operates a restaurant in King County. Defendants further admit that Paseo Caribbean,
5 Inc. may employ more than eight employees on a seasonal basis. Defendants deny the
6 remainder of Paragraph 1.5 in its entirety.

7 1.6. Defendants admit only that Lorenzo Lorenzo is a resident of King County,
8 Washington and the President of Paseo Caribbean. Defendants deny the remainder of
9 Paragraph 1.6 in its entirety.

10 1.7. Paragraph 1.7 appears to be a legal argument, requiring no answer. To the
11 extent answer is required, Defendants deny Paragraph 1.7.

12 1.8. Paragraph 1.8 appears to be a legal argument, requiring no answer. To the
13 extent answer is required, Defendants deny Paragraph 1.8.

14 1.9. Defendants admit only that Plaintiffs were employed by Paseo Caribbean.
15 Defendants deny the remainder of Paragraph 2.1 for lack of knowledge.

16 1.10. Defendants deny Paragraph 2.2. Defendants allege further upon information
17 and belief that plaintiffs participated in a tip sharing arrangement that was discussed with
18 employees as they were hired. The tips pooled among the employees were significant and
19 represented more than half of each plaintiff's compensation for a representative period, of not
20 less than one month.

21 1.11. Defendants admit only that plaintiffs were paid an hourly rate far in excess of
22 the minimum wage, received additional sums in cash, received compensatory time-off, and
23 participated in a tip pool that doubled their total compensation. Defendants deny the
24 remainder of Paragraph 2.3.

25 1.12. Defendants deny Paragraph 2.4.

26

1 1.13. Defendants deny Paragraph 2.5.

2 1.14. Defendants deny Paragraph 2.6. Defendants further allege that plaintiffs were
3 terminated for cause, including but not limited to, unsatisfactory job performance, abusive
4 language, and threatening other employees.

5 1.15. Paragraph 3.1 is a re-allegation that does not appear to require answer. To the
6 extent answer is required, Defendants re-allege their preceding answers to paragraphs 1.1
7 through 2.6.

8 1.16. Defendants deny that Plaintiffs were due wages of one and one-half times
9 their regular rate of pay and admit only that Plaintiffs did not receive payments they were not
10 due. Defendants deny the remainder of Paragraph 3.2.

11 1.17. Defendants deny Paragraph 3.3.

12 1.18. Defendants deny Paragraph 3.4.

13 1.19. Defendants deny Paragraph 3.5.

14 1.20. Paragraph 4.1 is a re-allegation that does not appear to require answer. To the
15 extent answer is required, Defendants re-allege their preceding answers to paragraphs 1.1
16 through 3.5.

17 1.21. Defendants deny Paragraph 4.2 for lack of knowledge.

18 1.22. Defendants deny Paragraph 4.3.

19 1.23. Defendants deny Paragraph 4.4.

20 1.24. Paragraph 5.1 is a re-allegation that does not appear to require answer. To the
21 extent answer is required, Defendants re-allege their preceding answers to paragraphs 1.1
22 through 4.4.

23 1.25. Defendants deny Paragraph 5.2.

24 1.26. Defendants deny Paragraph 5.3.

25 1.27. Defendants deny Paragraph 5.4.

26

1 1.28. Paragraph 6.1 is a re-allegation that does not appear to require answer. To the
2 extent answer is required, Defendants re-allege their preceding answers to paragraphs 1.1
3 through 5.4.

4 1.29. Defendants deny Paragraph 6.2.

5 1.30. Defendants deny Paragraph 6.3.

6 1.31. Defendants deny Paragraph 7.1 and any allegation incorporated in the
7 preamble to this paragraph.

8 1.32. Defendants deny Paragraph 7.2.

9 1.33. Defendants deny Paragraph 7.3.

10 1.34. Defendants deny Paragraph 7.4.

11 1.35. Defendants deny Paragraph 7.5.

12 1.36. Defendants deny Paragraph 7.6.

13 1.37. Defendants deny Paragraph 7.7.

14 1.38. Plaintiffs' prayer for relief is a legal argument, requiring no answer. To the
15 extent answer is required, Defendants deny Plaintiff's prayer for relief.

16 II. AFFIRMATIVE DEFENSES

17 2.1. One or more of plaintiffs' claims may be frivolous and advanced by plaintiffs
18 without reasonable cause as required by CR 11.

19 2.2. Plaintiffs may have failed to state a claim.

20 2.3. Plaintiffs' claims may be barred for lack of jurisdiction.

21 2.4. Plaintiffs' claims may be barred by the applicable statute of limitations.

22 2.5. Plaintiffs' claims may be barred by laches, waiver, estoppel, *in pari delicto*,
23 and/or unclean hands.

24 2.6. Defendants acted in good faith.

25 2.7. Plaintiffs were at-will employees.

26

ANSWER AND AFFIRMATIVE DEFENSES – Page 4

SCHEER & ZEHNDER LLP
701 PIKE STREET, SUITE 2200
SEATTLE, WA 98101
P: (206) 262-1200 F: (206) 223-4065

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IV. PRAYER FOR RELIEF

Wherefore, having fully answered this Complaint and having asserted affirmative defenses, Defendants request the following relief.

1. That Plaintiffs' Complaint be dismissed with prejudice, and plaintiffs take nothing thereby.

2. An award against plaintiffs for defendants' expenses and costs incurred herein, including reasonable attorneys' fees.

3. For an award to defendants of such other and further relief as this Court deems just and equitable.

DATED this 26th day of September, 2014.

SCHEER & ZEHNDER LLP

By 

Dennis G. Woods, WSBA No. 28713
dwoods@scheerlaw.com

A. Janay Ferguson, WSBA No. 31246
jferguson@scheerlaw.com

Attorneys for Defendants Paseo Caribbean
Scheer and Zehnder LLP

701 Pike Street, Suite 2200
Seattle, WA 98101

Telephone: 206.262.1200

Facsimile: 206.223.4065

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington, that the following is true and correct:

I am employed by the law firm of Scheer & Zehnder LLP.

At all times hereinafter mentioned, I was and am a citizen of the United States of America, a resident of the State of Washington, over the age of eighteen (18) years, not a party to the above-entitled action, and competent to be a witness herein.

On the date set forth below I served the document(s) to which this is attached, in the manner noted on the following person(s):

PARTY/COUNSEL	DELIVERY INSTRUCTIONS
CO/ Plaintiffs Trevor D. Osborne Davies Pearson, P.C. 920 Fawcett Avenue Tacoma, Washington 98401-1657	<input checked="" type="checkbox"/> Via U.S. Mail <input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input type="checkbox"/> Via E-Mail

DATED this 26th day of September, 2014, at Seattle, Washington.



Meghan Brown, Paralegal