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

EDWARD J. BARRY, individually and on  
behalf of all those similarly situated,  
  
Plaintiff,  
  
vs.  
  
HERC RENTALS INC, a foreign corporation,  
  
Defendant.

No.  
  
CLASS ACTION COMPLAINT FOR  
DAMAGES

Plaintiff claims against Defendant as follows:

**I. NATURE OF ACTION**

1.1. Plaintiff Edward J. Barry individually and on behalf of all individuals currently or formerly employed by Defendant in Washington state who executed a noncompetition agreement related to employment and were compensated at an annual rate of less than \$101,390 in 2021, less than \$107,301.04 in 2022, and/or less than \$116,593.18 in 2023, brings this class action for statutory damages for violations of RCW 49.62 and an individual action for statutory damages for violations of RCW 49.44.211.

**II. JURISDICTION AND VENUE**

2.1. The Superior Court of Washington has jurisdiction of Plaintiff's claims pursuant to RCW 2.08.010.





1                   **VI. FIRST CAUSE OF ACTION – CLASSWIDE VIOLATION OF**  
2                   **WASHINGTON’S PROHIBITION OF NONCOMPETE AGREEMENTS**

3                   6.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.

4                   6.2. The noncompetition agreements executed by Plaintiff and members of the putative  
5 class are void and unenforceable pursuant to RCW 49.62.020.

6                   6.3. The noncompetition agreements executed by Plaintiff and members of the putative  
7 class are unenforceable pursuant to RCW 49.62.050.

8                   6.4. As a result of Defendant’s acts and omissions, Plaintiff and members of the putative  
9 class have been damaged in statutory amounts as will be proven at trial or as a matter of law.

10                   **VII. SECOND CAUSE OF ACTION – VIOLATION OF THE**  
11                   **WASHINGTON SILENCED NO MORE ACT**

12                   7.1. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.

13                   7.2. RCW 49.44.211(4) makes it a violation for an employer to request or require an  
14 employee to enter into any agreement that contains a nondisparagement provision in an agreement  
15 to pay compensation in exchange for the release of a legal claim.

16                   7.3. Defendant violated RCW 49.44.211(4) when it requested that Plaintiff execute a  
17 Confidential Separation Agreement and General Release of All Claims that contained a  
18 nondisparagement provision.

19                   7.4. As a result of Defendant’s acts and omissions, Plaintiff has been damaged in  
20 statutory amounts as will be proven at trial or as a matter of law.

21                   **VIII. PRAYER FOR RELIEF**

22                   WHEREFORE, Plaintiff requests this Court enter an order against Defendant granting the  
23 following relief:

24                   A. Certification of this case as a class action pursuant to CR 23(a) and (b)(3);

25                   B. A declaration that the Noncompetition Agreements Executed by Plaintiff and  
26 Members of the Putative Class are Void and Unenforceable;

1 C. Statutory Damages of \$5,000 for Plaintiff and each putative class member pursuant  
2 to RCW 49.62.080;

3 D. Individual Statutory Damages of \$10,000 pursuant to RCW 49.44.211;

4 E. Attorneys' fees and costs pursuant to RCW 49.62.080 and 49.44.211;

5 F. Such other and further relief as the Court deems just and proper.  
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7 DATED this 16th day of August, 2023.  
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9 ENTENTE LAW PLLC

10 *s/ James B. Pizl*

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12 Justin O. Abbasi, WSBA #53582

13 Ari Robbins Greene, WSBA #54201

14 *Attorneys for Plaintiff*  
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