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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ABDIKHADAR JAMA, *et al.*,

Plaintiffs,

v.

GCA SERVICES GROUP, INC.,

Defendant.

Case No. C16-0331RSL

ORDER DENYING MOTION FOR
RECONSIDERATION AND
GRANTING LEAVE TO AMEND

This matter comes before the Court on “Plaintiffs’ Motion for Reconsideration of Order Granting Motion for Summary Judgment and Motion for Leave to File Amended Complaint Adding Avis Budget Car Rental, LLC as a Required Party.” Dkt. # 27. The Court renoted the motion to give defendant GCA Services Group, Inc., an opportunity to respond and has considered its submission in its entirety. Having reviewed the memoranda and declarations submitted by the parties, the Court finds no reason to reconsider its prior summary judgment ruling. GCA Services does not operate or provide baggage handling, ground transportation management, or customer services and is not, therefore, a “Transportation employer” for purposes of the ordinance. The claims against GCA Services were properly dismissed and cannot be saved by amendment.

Plaintiffs seek leave to add claims against a different entity, however, on the ground that Avis Budget Car Rental, LLC, is their employer under the economic realities

1 test set forth in Becerra v. Expert Janitorial, LLC, 181 Wn.2d 186, 196-97 (2014).
2 Assuming for purposes of this motion that plaintiffs can allege, consistent with their Rule
3 11 obligations, that Avis is their employer, that it operates a rental car service utilizing a
4 fleet of more than 100 cars, and that it employs at least 25 people, they may be able to
5 assert a plausible claim for relief against that entity. “Every employer, including a joint
6 employer, has the same duties” under the minimum wage laws. Becerra, 181 Wn.2d at
7 196. If plaintiffs were actually employed by Avis under the economic realities test, that
8 company bears the burden (independent of any obligation GCA Services might have) of
9 complying with the ordinance. An employer that meets the definition of “Transportation
10 employer” cannot avoid its wage obligations by entering into a subcontracting agreement
11 that is a mere subterfuge or sham. Plaintiffs will be given an opportunity to allege and
12 prove that that is what happened here.

13
14 For all of the foregoing reasons, plaintiffs’ motion for reconsideration is DENIED.
15 All claims against GCA Services have been and remain DISMISSED. Plaintiffs shall
16 have fourteen days from the date of this Order to file an amended complaint adding Avis
17 Budget Car Rental, LLC, as the employer-defendant. If an amended complaint is not
18 timely filed, judgment shall be entered in favor of defendant and against plaintiffs.

19
20 Dated this 4th day of January, 2017.

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23 Robert S. Lasnik
24 United States District Judge