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ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
06/17/2024
By: B. Singh Deputy

SUPERIOR COURT STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

YOLANDA SADLER, an individual, on
behalf of herself and similarly situated
individuals

Plaintiff(s),

v.

ASSIGNMENT AMERICA, LLC, a
California LLC, CROSS COUNTRY
STAFFING, INC., a Delaware
Corporation, DOES 1-20, inclusive,

Defendant(s).

Case No.: **24CV011975**

CLASS ACTION COMPLAINT

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES**

- 1. Failure to Pay State Minimum Wage**
(Lab. Code § 1197, 1194, 1194.2)
- 2. Failure to Pay Overtime** (Lab. Code §
510, 1194, 1194.2)
- 3. Failure to Provide Meal Breaks** (Lab.
Code §§ 510, 226.7)
- 4. Failure to Provide Rest Breaks** (Lab.
Code §§ 512, 226.7)
- 5. Failure to Reimburse Work-Related
Expenses** (Lab. Code § 2802)
- 6. Failure to Timely Pay Wages During
Employment** (Lab. Code §§ 204, 210)
- 7. Failure to Provide Accurate Pay Stubs**
(Lab. Code § 226)
- 8. Violation of Unfair Competition Law**
(Bus. & Prof. Code § 17200)

PLAINTIFF DEMANDS JURY TRIAL

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1 **INTRODUCTION**

2 1. Plaintiff and similarly situated employees bring this class action based on alleged
3 violations by Defendants of the California Labor Code and applicable Industrial Welfare
4 Commission (“IWC”) Wage Orders. Defendants own and operate an agency that employs
5 caregivers to provide in-home care to elderly clients in and around Sacramento County,
6 California. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
7 and other similarly situated current and former employees, who worked in California as non-
8 exempt employees from June 17, 2020 to the present, for damages, penalties, and related relief.
9 These claims are based on Defendants’: 1) failure to pay for all hours worked, including travel
10 time; 2) failure to pay overtime; 3) failure to provide meal and rest breaks or pay premiums in
11 lieu thereof; 4) failure to timely pay wages; 5) failure to provide and maintain accurate and
12 compliant wage statements; and failure to reimburse work-related expenses.

13 **JURISDICTION & VENUE**

14 2. This Court has subject matter jurisdiction to hear this case because the amount in
15 controversy exceeds this Court’s jurisdictional minimum and because Defendants were residents
16 of, or were doing business in, the State of California, County of Sacramento.

17 3. Venue in this Court is proper pursuant to sections 395 and 395.5 of the Code of
18 Civil Procedure in that at all relevant times herein, one or more Defendants conducted
19 substantial business and/or committed violations of law in the County of Sacramento.

20 **PARTIES**

21 4. Plaintiff YOLANDA SADLER is an individual over the age of eighteen (18). At
22 all relevant times herein, Plaintiff was a California resident, employed by Defendants in
23 Sacramento County, California.

24 5. On information and belief, Plaintiffs allege that Defendant ASSIGNMENT
25 AMERICA, LLC is a Delaware limited liability company doing business in Sacramento County,
26 California.

27 6. On information and belief, Plaintiffs allege that Defendant CROSS COUNTRY
28

1 STAFFING, INC. is a Delaware corporation doing business in Sacramento County, California.

2 7. Plaintiff does not know the true names and capacities of Defendants sued in this
3 Complaint as DOES 1 through 20, inclusive, and therefore sues these Defendants by fictitious
4 names. Plaintiff will amend this Complaint to allege the true names and capacities of DOES 1
5 through 20, inclusive, when ascertained. Plaintiff is informed and believes, and on that basis
6 alleges, that each of the Defendants named herein as DOES 1 through 20, inclusive, is
7 responsible in some manner for the occurrence, injury, and other damages alleged in this
8 Complaint.

9 8. Plaintiffs is informed and believes, and on that basis alleges, that each Defendant
10 was in some manner responsible for the acts and damages alleged herein, and/or are indebted to
11 Plaintiff as alleged herein, and that each Defendant was the agent, employer and co-conspirator
12 of each other Defendant, and was acting in the course and scope of such agency and conspiracy.
13 In this Complaint where Plaintiff refers to Defendant singularly, such reference shall be
14 construed to be a reference to all Defendants named herein, including those named fictitiously.

15 **CLASS ALLEGATIONS**

16 9. Plaintiff brings this on behalf of herself and all other similarly situated as a class
17 action pursuant to California Code of Civil Procedure section 382. The class Plaintiff seeks to
18 represent is composed of, and defined as follows:

19 Plaintiff and all non-exempt employees who have or continue to work for Defendants in
20 California from four (4) years prior to the filing of this Complaint to the present.

21 10. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
22 or modify the class description with greater specificity to further divide into subclasses or to
23 limit to particular issues.

24 11. This action has been brought and is properly maintained in a class action,
25 pursuant to the provision of the California Code of Civil Procedure section 382 because there is
26 a well-defined community of interests in the litigation and the proposed class is easily
27 ascertainable.
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13. Upon information and belief, Plaintiff alleges that Defendants' employment records would provide information as to the number and location of all class members.

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- A. Whether Defendants violated the California Labor Code and wage orders by failing to compensate Plaintiff and putative class members for all hours worked;
- B. Whether Defendants violated the California Labor Code and wage orders by failing to pay all minimum wages due;
- C. Whether Defendants violated the California Labor Code and wage orders, by failing to pay all overtime wages due;
- D. Whether Defendants violated the California Labor Code and wage orders by failing to correctly calculate the putative class members' regular rate of pay for the purpose of calculating overtime and sick leave pay;
- E. Whether Defendants violated the California Labor Code and wage orders by failing to maintain and provide Plaintiff and putative class members accurate records of Plaintiff and putative class members earned wages and hours worked;

- 1 F. Whether Defendants violated the California Labor Code and wage orders by
2 failing to provide Plaintiff and putative class members all meals and rest
3 periods due;
- 4 G. Whether Defendants violated the California Labor Code and wage orders
5 by failing to reimburse Plaintiff and putative class members for business
6 related expenses;
- 7 H. Whether as a result of Defendants' policies and practices, Plaintiff and the
8 putative class members received all minimum and overtime wages due; and
- 9 I. Whether as a result of Defendants' policies and practices, Plaintiff and
10 putative class members timely received all wages due and owing during
11 their employment.

12 **C. Typicality**

13 15. Plaintiff's claims are typical of the claims of the members of the putative class.
14 The putative class also sustained damages arising out of Defendants' common course of conduct
15 in violation of the law as complained of herein. Plaintiff and all members of the putative class
16 were non-exempt employees who were not paid minimum wages for all hours worked, were not
17 paid overtime wages earned, were not provided meal periods or rest periods as required by law,
18 or premium pay in lieu of meal periods or rest periods, were not timely paid all wages due
19 during the applicable pay period, and were not reimbursed for work-related expenses.
20 Additionally, Defendants issued Plaintiff and all members of the putative class wage statements
21 that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the
22 putative class have suffered the same type of harm and seek the same type of recovery based on
23 the same legal theories.

24 **D. Adequacy**

25 16. Plaintiff will fairly and adequately protect the interest of the members of the
26 putative class. Plaintiff resided and worked for Defendants in California during all relevant
27 times. Moreover, Plaintiff will adequately represent the putative class as she has no interests
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1 that are adverse to those of the putative class members. Additionally, Plaintiff has retained
2 counsel who has substantial experience in wage and hour matters.

3 **E. Superiority**

4 17. A class action is superior to other available means for the fair and efficient
5 adjudication of the controversy since the individual joinder of all members of the putative calls
6 is impracticable. Class action treatment will permit a larger number of similarly situated persons
7 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
8 unnecessary duplication of effort and expense that numerous individual actions would have.
9 Damages suffered by each individual member of the class being relatively small the expense and
10 burden of the individual litigation would make it difficult or impossible for individual members
11 of the class to redress the wrongs done to them, and an important public interest will be severed
12 by addressing the matter as a class action. The cost to the court system of adjudication of such
13 individual litigation would be substantial. Individual litigation would also present the potential
14 for inconsistent or contradictory judgments.

15 18. Plaintiff is unaware of any difficulties that are likely to be encountered in the
16 management of this action that would preclude its maintenance as a class action.

17 **FACTUAL ALLEGATIONS**

18 19. Defendants own and operate a company doing business in California, including
19 in the County of Sacramento, providing elder and in-home care services to individuals living
20 with medical conditions and/or physical disabilities.

21 20. Plaintiff has been employed by Defendants as a caregiver since approximately
22 October 2023. At all times relevant to this action Plaintiff and similarly situated employees have
23 been nonexempt employees.

24 21. Plaintiff and similarly situated employees are required to travel to multiple
25 locations during the workday, but are not allowed to clock in until they reach a client's home,
26 and are required to clock out as soon as they leave. Defendants do not track or pay for time spent
27 traveling to, from, or between clients' homes.

1 22. As a consequence of Defendants' failure to track or pay for travel time,
2 Defendants have not paid Plaintiff and similarly situated employees for all hours worked, and
3 also have not kept a record of all hours worked by Plaintiff and similarly situated employees.

4 23. Notwithstanding that Plaintiff and similarly situated employees are nonexempt
5 employees, Plaintiff and similarly situated employees frequently work well over 8 hours per
6 workday and/or 40 hours per workweek. However, Defendants have failed to pay Plaintiff and
7 similarly situated employees the applicable overtime wage rate for all overtime hours worked.

8 24. Additionally, Plaintiffs and similarly situated employees are regularly not
9 provided the opportunity to take duty-free meal and rest periods, and do not receive premium
10 pay for missed meal and rest periods.

11 25. Plaintiff and similarly situated employees have also incurred work-related
12 expenses necessary for the discharge of their job duties, including but not limited to expenses for
13 travel to and from clients' homes, which Defendants have not fully reimbursed. Defendants have
14 also required Plaintiff and similarly situated employees to use their personally-owned mobile
15 phones in the performance of their job duties, and have also failed to reimburse them for these
16 expenses.

17 26. Defendants have also failed to provide Plaintiff and similarly situated employees
18 with code-compliant paystubs reflecting, among other things, an accurate itemization of total
19 hours worked, all applicable hourly rates during the pay period, the corresponding number of
20 hours worked at each rate by the employee, and total gross and net wages earned during the pay
21 period.

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **Failure to Pay State Minimum Wage**
25 **(Lab. Code § 1197, 1194, 1194.2)**
26 **(As to All Defendants)**

27 27. Plaintiff and similarly situated employees incorporate in this cause of action each
28 and every allegation of the preceding paragraphs, as though fully set forth herein.

1 28. Labor Code §§ 1194, 1197, 1197.1 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order require employers to pay an amount equal to or greater than
3 the minimum wage for each hour worked.

4 29. Defendants failed to pay Plaintiff and similarly situated employees at least the
5 minimum wage for each hour worked.

6 30. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
7 herein, Plaintiff and similarly situated employees have suffered damages, including loss of
8 earnings for time worked on behalf of Defendants.

9 31. Plaintiff and similarly situated employees request relief as described below.

10 **SECOND CAUSE OF ACTION**
11 **Failure to Pay Overtime Wage**
12 **(Lab. Code, § 510, 1194, 1194.2)**
13 **(As to All Defendants)**

14 32. Plaintiff and similarly situated employees incorporate in this cause of action each
15 and every allegation of the preceding paragraphs, as though fully set forth herein.

16 33. Labor Code § 510 requires employers to pay overtime compensation to all
17 employees, unless they are exempt from the overtime pay requirements. During all periods of
18 employment, Defendants failed to pay Plaintiff and similarly situated employees all overtime
19 compensation earned for overtime hours worked.

20 34. Plaintiff and similarly situated employees have worked in excess of eight (8)
21 hours in a workday, twelve (12) hours in a workday, forty (40) hours in a workweek, and/or
22 eight (8) hours on the seventh consecutive day of a workweek.

23 35. Defendants have failed or otherwise refused to pay Plaintiff and similarly situated
24 employees overtime compensation for all overtime hours worked in the manner required by
25 California law.

26 36. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
27 herein, Plaintiff and similarly situated employees have suffered damages, including loss of
28 earnings for hours of overtime worked on behalf of Defendants.

1 37. Plaintiff and similarly situated employees request relief as described below.

2 **THIRD CAUSE OF ACTION**
3 **Failure to Provide Meal Breaks**
4 **(Lab. Code §§ 510, 226.7)**
5 **(As to All Defendants)**

6 38. Plaintiff and similarly situated employees incorporate in this cause of action each
7 and every allegation of the preceding paragraphs, as though fully set forth herein.

8 39. An employer's failure to provide an opportunity to take a meal break entitles the
9 employee to an hour of pay for each day an employer fails to provide an opportunity to take a
10 meal break.

11 40. At all times herein relevant, Plaintiff and similarly situated employees were non-
12 exempt employees and entitled to meal breaks.

13 41. At all times herein relevant, Defendants employed Plaintiff and similarly situated
14 employees for periods of five (5) hours or more without providing meal breaks of at least thirty
15 (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly
16 situated employees worked more than ten (10) hours in a day. Plaintiff and similarly situated
17 employees did not waive their right to meal periods throughout their employment.

18 42. Defendants further failed to compensate Plaintiff and similarly situated
19 employees for the premium wage(s) owed resulting from their failure to provide the opportunity
20 to take a meal break.

21 43. As a direct and proximate result of Defendants' unlawful conduct, as set forth
22 herein, Plaintiff and similarly situated employees have suffered damages, including a loss of
23 wages.

24 44. Plaintiff and similarly situated employees request relief as described below.

25 **FOURTH CAUSE OF ACTION**
26 **Failure to Provide Rest Breaks**
27 **(Lab. Code §§ 512, 226.7)**
28 **(As to All Defendants)**

1 45. Plaintiff and similarly situated employees incorporate in this cause of action each
2 and every allegation of the preceding paragraphs, as though fully set forth herein.

3 46. Labor Code § 226.7 provides that all non-exempt employees are entitled to at
4 least a 10-minute rest break for each work period of more than four (4) hours, or major fraction
5 thereof.

6 47. An employer's failure to provide an opportunity to take a rest break entitles the
7 employee an hour of pay for each day an employer fails to provide an opportunity to take a rest
8 break.

9 48. At all times relevant, Plaintiff and similarly situated employees were non-exempt
10 employees and entitled to rest breaks.

11 49. At all times relevant, Defendants failed to authorize and permit Plaintiff and
12 similarly situated employees to take rest periods of at least 10 minutes for each work period of
13 more than four (4) hours, or major fraction thereof.

14 50. Defendants further failed to compensate Plaintiff and similarly situated
15 employees for the premium wage(s) owed resulting from their failure to provide the opportunity
16 to take rest breaks.

17 51. As a direct and proximate result of Defendants' unlawful conduct, as set forth
18 herein, Plaintiff and similarly situated employees have suffered damages, including a loss of
19 wages.

20 52. Plaintiff and similarly situated employees request relief as described below.

21 **FIFTH CAUSE OF ACTION**
22 **Failure to Reimburse Work-Related Expenses**
23 **(Lab. Code, § 2802)**
24 **(As to All Defendants)**

25 53. Plaintiff and similarly situated employees incorporate in this cause of action each
26 and every allegation of the preceding paragraphs, as though fully set forth herein.

27 54. California Labor Code § 2802(a) states that "An employer shall indemnify his or
28 her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
3 believed them to be unlawful.”

4 55. During their employment, Plaintiff and similarly situated employees were
5 required to incur expenses necessary for the performance of their job duties, which were not
6 reimbursed by Defendants.

7 56. Plaintiff and similarly situated employees request relief as described below.

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9 **SIXTH CAUSE OF ACTION**
10 **Failure to Timely Pay Wages During Employment**
11 **(Lab. Code §§ 204, 210)**
12 **(As to All Defendants)**

13 57. Plaintiff and similarly situated employees incorporate in this cause of action each
14 and every allegation of the preceding paragraphs, as though fully set forth herein.

15 58. Labor Code § 204 requires employees to be paid earned wages at least twice per
16 month. If an employer fails to pay wages during the proper pay period, the employee is entitled
17 to a penalty of \$100 for an initial violation and \$200 for each subsequent or willful, or
18 intentional violation. Additionally, the employee is entitled to 25% of the amount unlawfully
19 withheld.

20 59. Defendants failed to properly and timely compensate Plaintiff and similarly
21 situated employees for all wages earned during each applicable pay period.

22 60. Defendants’ acts were willful and/or intentional.

23 61. As a result of Defendants’ conduct, Plaintiff and similarly situated employees are
24 entitled to the penalty set forth in § 210 of the Labor Code.

25 62. Plaintiff and similarly situated employees request relief as described below.

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27 **SEVENTH CAUSE OF ACTION**
28 **Failure to Provide Accurate Pay Stubs**
(Lab. Code § 226)
(As to All Defendants)

63. Plaintiff and similarly situated employees incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

64. Labor Code § 226(a) requires employers to provide employees with regular itemized written statements showing, among other things, total hours worked, all applicable hourly rates during the pay period, the corresponding number of hours worked at each rate by the employee, and total gross and net wages earned during the pay period. Defendants knowingly and intentionally failed to provide timely, accurate itemized wage statements including this required information.

65. Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, up to a maximum amount of \$4,000.

66. Labor Code § 226(e)(2) provides that an employee is deemed to suffer injury for the purposes of Labor Code § 226 if the employer fails to provide the employee his/her wage statement.

67. Defendants knowingly and intentionally failed to provide Plaintiff and similarly situated employees with accurate itemized wage statements.

68. Plaintiff and similarly situated employees request relief as described below.

EIGHTH CAUSE OF ACTION
Violation of Unfair Competition Law
(Business & Professions Code § 17200, et seq.)
(As to All Defendants)

69. Plaintiff and similarly situated employees incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

70. Defendants' conduct, as alleged herein, constitutes an unlawful, unfair, and/or fraudulent business practices, as set forth in Business & Professions Code § 17200. Defendants conducted business activities while failing to comply with the legal mandates cited

herein. Plaintiff and similarly situated employees suffered injury in fact and lost money as a result of Defendants' unfair competition.

71. As a result of Defendants' unlawful and unfair business practices, Plaintiff and similarly situated employees are entitled to and do seek restitution, and other appropriate relief available under Business & Professions Code § 17203, on their own behalf, and on behalf of others similarly situated, for four (4) years from the filing of this Action.

72. Plaintiff and similarly situated employees request relief as described below.

PRAYER

1. For general damages according to proof;
2. For special damages according to proof;
3. For compensatory damages and unpaid wages;
4. For exemplary damages, according to proof;
5. For pre-judgment, post-judgment, and statutory interest and all amounts subject herein;
6. For attorney's fees according to statute including Labor Code section 218.5, Labor Code 1194, Code of Civil Procedure section 1021.5, and any other relevant provision under California law that provides for the recovery of attorney's fees;
7. For costs of suit incurred in this action;
8. For penalties according to statute;
9. For injunctive relief;
10. For declaratory relief; and
11. For all other relief that this Court deems just and proper.

DATED: June 17, 2024

DREW LEWIS, PC

By: 
Drew Lewis
Attorney for Plaintiff(s)