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Scott G. Weber, Clerk
Clark County

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

ARIANA DUDLEY, on her own behalf and on
 the behalf of all others similarly situated,

Plaintiff,

v.

HONOR SENIOR CARE, a Washington
 Limited Liability Corporation dba AMADA
 SENIOR CARE; KIMBERLEE CROSBY, an
 Individual;

Defendants.

NO. 25-2-00558-06

CLASS ACTION COMPLAINT

Plaintiff ARIANA DUDLEY ("Plaintiff"), individually and on behalf of all others
 similarly situated, by and through their attorneys of record, for their Complaint against
 Defendants HONOR SENIOR CARE and KIMBERLEE CROSBY ("Defendants"), hereby
 states and alleges as follows:

I. INTRODUCTION

1.1 Defendants, HONOR SENIOR CARE and Kimberlee Crosby, offer home care services for senior citizens in and around Clark, Cowlitz County, and Wahkiakum County on more than an occasional basis.

1.2 Honor Senior Care does business under the name, Amada Senior Care, as a franchisee of a national chain of senior care providers operating under that name.

1.3 Defendant Crosby is a resident of Washington and upon information and belief has substantial ownership interest in Honor Senior Care. Upon information and belief, Ms. Crosby actively managed Honor Senior Care's operations during the last three years, set work schedules, pay rates, and established Honor's policies and practices regarding payment of wages.

1.4 Defendants engaged in a common scheme of wage and hour violations against its non-exempt employees. Defendants employ home care employees who are assigned to perform home care services throughout the State of Washington, including Clark, Cowlitz, and Wahkiakum County.

1.5 Defendants willfully denied Plaintiff and the Class Members meal and rest breaks. Defendants' policies prevented employees from taking meal and rest breaks. Further, Defendants' scheduling caused employees to work through meal and rest breaks to meet Defendants' scheduling requirements.

1.6 Defendants' policy requiring that Plaintiff and the Class Members use their personal cell phones and vehicles for work related purposes resulted in an unlawful deduction from Plaintiff and the class members' wages.

1.7 Defendants' policy for regular pay rates for "travel time" were below the Washington Minimum Wage.

1.8 Plaintiff and the Class Members are current and former hourly-paid or non-exempt employees of Defendants in the State of Washington who have been victimized by Defendants' unlawful policies and practices. This lawsuit is brought as a class action under Washington wage laws to recover unpaid wages owed to Plaintiff and all other similarly situated employees.

II. JURISDICTION AND VENUE

2.1 Venue is proper in Clark County because Defendants transact business in Clark County and many of the acts, as well as the course of conduct alleged herein, occurred in part in Clark County.

2.2 Defendants are within the jurisdiction of this Court. Defendants conduct business in the State of Washington and have operations in Washington State, including CLARK County. Defendants obtained the benefits of the laws of the State of Washington and the Washington labor market.

III. PARTIES

3.1 Defendant, HONOR SENIOR CARE (HSC) is a Washington Limited Liability Corporation that does business under the name, AMADA SENIOR CARE.

3.2 Defendant, KIMBERLEE CROSBY, is the owner of HONOR SENIOR CARE, dba AMADA SENIOR CARE.

3.3 Plaintiff, Dudley, had been employed by Defendants in as an hourly-paid or non-exempt employee in home care positions from August of 2022 through October of 2022. Plaintiff's and the Class Members' job duties included, but were not limited, to providing home care to senior citizens in their residences. Plaintiff Dudley was a resident of Washington for the duration of her employment.

IV. CLASS ACTION ALLEGATIONS

4.1. Plaintiff brings this case as a class action pursuant to Civil Rule 23(b)(3) on behalf of a class consisting of:

All individuals employed by Defendants as hourly-paid or non-exempt employees in the State of Washington at any time from three years prior to the filing of this complaint through the date of final disposition of this action.

1 Excluded from this Class are Defendants, any entity in which Defendants have a
2 controlling interest, or which has a controlling interest in Defendants, and Defendants' legal
3 representatives, assignees and successors. Also excluded are any judges to whom this case is
4 assigned and any member of an assigned judge's immediate family.

5 4.2. Plaintiff believes there are at least 40 current and former employees in the Class.

6 4.3. Plaintiff's claims are typical of the claims of the members of the Class because
7 Plaintiff is a non-exempt employee who, like the members of the Class, sustained
8 damages arising out of Defendants' common course of wage and hour violations.

9 4.4. Plaintiff will fairly and adequately protect the interests of the Class Members.
10 Plaintiff has retained counsel competent and experienced in complex class action
11 litigation, including employment law.

12 4.5 Common questions of law and fact exist as to Plaintiff and all members of the Class
13 and predominate over any questions solely affecting individual members of the Class.

14 Among the questions of law and fact common to the Plaintiff and the Class are:

- 15 a. Whether Defendants have engaged in a common course of failing to properly
16 compensate Plaintiffs and Class members for all time worked;
- 17 b. Whether Defendants have engaged in a common course of failing to properly
18 compensate Plaintiffs and Class members for all time worked in excess of forty
19 hours per week;
- 20 c. Whether Defendants have engaged in a common course of making unlawful
21 deductions to the wages of Plaintiffs and Class members;
- 22 d. Whether Defendants have engaged in a common course of failing to reimburse
23 Plaintiffs and Class Members for business expenses;
- 24 e. Whether Defendants are joint employers and/or jointly and severally liable for the
25 unlawful acts set forth herein;
- 26 f. Whether Defendants have engaged in a common course of failing to keep true and
accurate time records for all hours worked by Plaintiffs and Class members;
- g. Whether Defendants have engaged in a common course of failing to provide
Plaintiffs and Class members with a ten-minute rest break for every four hours of
work;

- 1 h. Whether Defendants have engaged in a common course of requiring Plaintiffs
2 and Class members to work more than three consecutive hours without a rest break;
3 i. Whether Defendants have engaged in a common course of failing to ensure
4 Plaintiffs and Class members have taken the rest breaks to which they are entitled;
5 j. Whether Defendants have engaged in a common course of failing to pay Plaintiffs
6 and Class members an additional ten minutes of compensation for each missed rest
7 break;
8 k. Whether Defendants have engaged in a common course of failing to provide
9 Plaintiffs and Class members with a thirty-minute meal break for every five hours of
10 work;
11 l. Whether Defendants have engaged in a common course of failing to ensure that
12 Plaintiffs and Class members have taken the meal breaks to which they are entitled;
13 m. Whether Defendants have engaged in a common course of failing to pay Plaintiffs
14 and Class members an additional thirty minutes of compensation for each missed
15 meal break;
16 n. Whether Defendants have engaged in a common course of failing to pay Plaintiffs
17 and Class members all wages due, and at the end of the established pay period, at
18 the end of their employment;
19 o. Whether Defendants have violated RCW 49.12.020;
20 p. Whether Defendants have violated WAC 296-126-092;
21 q. Whether Defendants have violated WAC 296-126-040;
22 r. Whether Defendants have violated WAC 296-128-010; s. Whether Defendants have
23 violated WAC 296-128-020;
24 s. Whether Defendants have violated RCW 49.46.090;
25 t. Whether Defendants have violated RCW 49.46.120;
26 u. Whether Defendants have violated RCW 49.46.130;
v. Whether Defendants have violated RCW 49.48.010;
w. Whether Defendants have violated RCW 49.52.050 as to the alleged violations set
forth herein;
x. Whether Defendants have violated RCW 49.52.060;
y. Whether Defendants have violated SMC 14.19 and SMC 14.20

z. The nature and extent of Class-wide injury and the measure of compensation for such injury.

4.6 Class action treatment is superior to the alternative for the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their modest, purely economic, common claims in a single forum simultaneously, efficiently and without duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. The Class is readily identifiable from Defendants' records.

4.7 A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all matters is impractical. Furthermore, the amounts at stake for many Class Members, while substantial to them, are not great enough to hire an attorney to prosecute individual suits against Defendants.

V. SUMMARY OF ALLEGATIONS

5.1. 5.1 Beginning at a date currently unknown to Plaintiff, but at least as early as August of 2022, Defendants committed, and continue to commit, acts of wage abuse against its non-exempt employees, including but not limited to willfully failing to pay them the minimum wage required by the minimum wage laws of Washington.

5.2. Defendants are in the business of providing home care services for commercial clients throughout the State of Washington, including CLARK, Pierce, and Cowlitz County.

5.3. Typically, clients of HSC contract for home care services and HSC then dispatched Plaintiff and the Class Members to various client worksites throughout Washington State.

- 1 5.4. Plaintiff and the Class Members have the same primary job duty—to provide
2 home care services at client locations throughout Washington State.
- 3 5.5. Defendants required that Plaintiff and the Class Members use their own vehicles
4 to travel to and from worksites without compensating Plaintiff and Class Members
5 enough for maintenance and gas for their vehicles.
- 6 5.6. Upon information and belief, Defendants had a policy and practice that paid
7 Plaintiff and the Class Members a “regular rate” that was under the Washington
8 State Minimum wage for “travel time.”
- 9 5.7. Defendants had a consistent practice of refusing to pay any regular or overtime
10 time wages for Plaintiff and Class Members who spent time working more than
11 40 hours a week.
- 12 5.8. Plaintiff and the Class Members have been subject to similar policies concerning
13 personal vehicle reimbursement or lack thereof, driving conditions, travel
14 distances, and transit frequencies.
- 15 5.9. Plaintiff and Class Members have been subject to the same pay policies and
16 practices of Defendants.
- 17 5.10. Upon information and belief, all of Defendants’ other non-exempt employees
18 have had similar experiences to those of Plaintiff. Specifically, the Class Members
19 were subject to a cap on hourly wage payments regardless of actual hours worked;
20 they were not adequately compensated for maintenance and gas for their personal
21 vehicles; they received inaccurate paystubs that did not reflect all regular and
22 overtime hours worked during each pay period.
- 23 5.11. Based on the allegations set forth above, Defendants’ systematic willful refusal to
24 pay employees resulted in company-wide minimum wage violations under
25 Washington law.
26

1 5.12. Upon information and belief, Defendants have been on notice that its refusal to
2 compensate non-exempt employees for all hours worked violate Washington
3 State Minimum Wage and Overtime Law.

4 5.13. Based on the effect of Defendants' flawed compensation policies and practices,
5 Plaintiff and the Class Members have been paid an hourly wage below the
6 applicable state minimum wage; they have thereby been systematically deprived
7 of reasonably approximate hours worked and reimbursements, resulting in their
8 wages falling below the state minimum wage in some or all workweeks.

9 5.14. Plaintiff and the Class Members have experienced under-reimbursements for
10 vehicle expenses, which have reduced their wages below the minimum wage rate
11 of the State of Washington.

12 13 VI. CLAIMS

14 FIRST CLAIM OF RELIEF (VIOLATION OF RCW 49.12.020 AND WAC 296-126-092- 15 FAILURE TO PROVIDE REST AND MEAL BREAK PERIODS)

16 *(On Behalf of Plaintiffs and the Class)*

17
18 6.1. RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands
19 that all employees be protected from conditions of labor which have a pernicious
20 effect on their health. The state of Washington, therefore, exercising herein its
21 police and sovereign power declares that inadequate wages and unsanitary
22 conditions of labor exert such pernicious effect."

23 6.2. RCW 49.12.020 provides that "[i]t shall be unlawful to employ any person in any
24 industry or occupation within the state of Washington under conditions of labor
25 detrimental to their health."

- 1 6.3. Under RCW 49.12.005 and WAC 296-126-002, “conditions of labor” “means and
2 includes the conditions of rest and meal periods” for employees.
- 3 6.4. WAC 296-126-092 provides that employees shall be allowed certain paid rest
4 periods during their shifts.
- 5 6.5. WAC 296-126-092 provides that employees shall be allowed certain meal periods
6 during their shifts.
- 7 6.6. Under Washington law, Defendants have an obligation to provide employees with
8 the rest and meal breaks to which they are entitled.
- 9 6.7. Under Washington law, Defendants have an obligation to ensure that employees
10 take the rest and meal breaks to which they are entitled.
- 11 6.8. Under Washington law, Defendants have an obligation to provide employees with
12 ten minutes of additional pay for each missed rest break and thirty minutes of
13 additional pay for each missed meal break.
- 14 6.9. By the actions alleged above, Defendants have violated the provisions of RCW
15 49.12.020 and WAC 296-126-092. 7.10 As a result of these unlawful acts,
16 Plaintiffs and the Class have been deprived of compensation in amounts to be
17 determined at trial, and Plaintiffs and the Class are entitled to the recovery of such
18 damages, including interest thereon, attorneys’ fees under RCW 49.48.030, and
19 costs.

20 **SECOND CLAIM FOR RELIEF**

21 **(Payment of Wages Less Than Entitled: RCW 49.46, *et seq.*)**

22 **(*On Behalf of Plaintiffs and the Class*)**

23
24
25 6.10 Plaintiff realleges and incorporates by reference each and every allegation set
26 forth in the preceding paragraphs.

1 6.11 RCW 49.46.120 establishes Washington State's minimum wage and provides
2 for enforcement of more favorable minimum wages that may be established by federal,
3 state, or local law or ordinance.

4 6.12 By the actions alleged above, Defendants failed to pay Plaintiff and Class
5 members minimum wage pursuant to RCW 49.46 *et seq.*

6 6.13 By the actions alleged above, Defendants have violated the provisions of RCW
7 49.46.020, RCW 49.46.090, RCW 49.46.120, RCW 49.46.130.

8 6.14 As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
9 have been deprived of compensation in amounts to be determined at trial, and pursuant
10 to RCW 49.46.090.

11 **THIRD CLAIM FOR RELIEF**

12 **(Willful Refusal to Pay Wages: RCW 49.52.050)**

13 ***(On Behalf of Plaintiffs and the Class)***

14 6.15 Plaintiff realleges and incorporates by reference each and every allegation set
15 forth in the preceding paragraphs.

16 6.16 RCW 49.52.050(2) provides that any employer who "willfully and with intent to
17 deprive the employee of any part of his wages, pays any employee a lower wage
18 than the wage such employer is obligated to pay such employee by any statute,
19 ordinance, or contract" is guilty of a misdemeanor.

20 6.17 RCW 49.52.070 provides that any employer who violates the foregoing statute shall
21 be liable in a civil action for twice the amount of wages withheld, together with
22 costs of suit and reasonable attorneys' fees.

23 6.18 The alleged unlawful actions by Defendants against Plaintiff and Class Members,
24 as set forth above, were committed willfully and with intent to deprive Plaintiff and
25 Class Members of part of their wages.

26 6.19 As such, based on the above allegations, Defendants violated the provisions of
RCW 49.52.050.

6.20 As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
have been deprived of compensation in amounts to be determined at trial, and

1 pursuant to RCW 49.52.070 are entitled to recovery of twice such amounts,
2 including interest thereon, and attorneys' fees and costs.

3 **IX. FOURTH CLAIM FOR RELIEF**
4 **(Unlawful Deductions/Failure to Reimburse Business Expenses) On Behalf of**
5 **Plaintiffs and the Class**

6 6.10. Plaintiffs reallege and incorporate by reference each and every allegation set forth
7 in the preceding paragraphs.

8 6.11. Defendants made unlawful deductions from Plaintiffs' and the Class wages,
9 including but not limited to, deductions for uniforms, tools, licenses, and other
10 expenses which were all for the benefit of Defendants and/or without prior
11 authorization by Plaintiffs or the Class members, and/or otherwise in violation of
12 Washington and Seattle laws.

13 6.12. Defendants made deductions that were for the benefit of the Defendants. 9.4
14 Defendants failed to reimburse Plaintiffs and the Class for business-related
15 expenses they incurred on behalf of Defendants, including but not limited to costs
16 for purchasing uniform items, tools, firearms, gas for Defendants' vehicles, gas
17 and mileage for use of their own vehicles while performing work for Defendants'
18 business, and other such items.

19 6.13. By the actions alleged above, Defendants violated Washington laws. As a result
20 of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of
21 compensation. Pursuant to RCW 49.52.060. RCW 49.48.010 and RCW
22 49.46.090, Plaintiffs and the Class are entitled to recover attorneys' fees and costs
23 of suit.

24 **FIFTH CLAIM FOR RELIEF**
25 **(Unpaid Wages on Termination: RCW 49.48 et seq.)**
26 **(On Behalf of Plaintiffs and the Class)**

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1 6.14. 1 Plaintiffs reallege and incorporate by reference each and every allegation set
2 forth in the preceding paragraphs.

3 6.15. RCW 49.48.010 provides that “when any employee shall cease to work for an
4 employer, whether by discharge or by voluntary withdrawal, the wages due him
5 on account of his employment shall be paid to him at the end of the established
6 pay period.” The statute further states that it shall be unlawful for “any employer
7 to withhold or divert any portion of an employee’s wages.”

8 6.16. Defendants failed to pay Plaintiffs and the Class all wages due, and at the end of
9 the established pay period, at the end of their employment. This includes, but is
10 not limited to, making unlawful deductions from Plaintiffs’ and Class members’
11 final paychecks, failing to pay Plaintiffs and Class members for all wages earned
12 in the final pay period, failing to pay Plaintiffs and Class members for all wages
13 earned in prior pay periods, and failure to pay Plaintiffs and Class members their
14 final paycheck at the end of the established pay period.

15 6.17. By the actions alleged above, Defendants violated the provisions of RCW
16 49.48.010. As a result of Defendants’ unlawful acts, Plaintiffs and the Class have
17 been deprived of compensation in amounts to be determined at trial. Pursuant to
18 RCW 49.48.030 are entitled to recover of such amounts, including interest
19 thereon, attorneys’ fees, and costs.

20 **SIXTH CLAIM FOR RELIEF – FAILURE TO ACCRUE AND**
21 **ALLOW THE USE OF PAID SICK LEAVE IN VIOLATION OF THE**
22 **WASHINGTON MINIMUM WAGE ACT**

23 **(On Behalf of Plaintiffs and the Class)**

24 6.18. Plaintiff restates and realleges the allegations set forth in all preceding paragraphs.
25
26

1 6.19. The Washington Paid Safe and Sick Leave Act, RCW 49.46.210, and its
2 implementing regulations WAC 296-128-620 requires that employees accrue paid
3 sick leave for all hours worked at a rate of at least one hour for every forty hours
4 worked.

5 6.20. Defendants violated the MWA by failing to accrue sick leave for and failing to
6 allow the usage of paid sick leave for qualifying absences by Plaintiff and
7 members of the putative class and Seattle subclass.

8 6.21. Pursuant to RCW 49.46.200, Defendants must compensate and members of the
9 putative class and the Seattle subclass for sick leave at the employee's regular and
10 normal wage;

11 6.22. As a result of Defendants' acts and omissions, Plaintiff and members of the
12 putative class and the Seattle subclass have been damaged in amounts as will be
13 proven at trial.

14 **SEVENTH CLAIM FOR RELIEF**
15 **(Violation of RCW 49.46.130 — Failure to Pay Overtime Wages)**
16 ***(On Behalf of Plaintiffs and the Class)***

17 6.23. Plaintiff and the Class reallege and incorporate by reference each and every
18 allegation set forth in the preceding paragraphs.

19 6.24. RCW 49.46.130 provides that "no employer shall employ any of his or her
20 employees for a workweek longer than forty hours unless such employee receives
21 compensation for his or her employment in excess of the hours above specified at a rate
22 not less than one and one-half times the regular rate at which he or she is employed."

23 6.25. By the actions alleged above, Defendant has violated the provision of RCW
24 49.46.130.

25 6.26. As a result of the unlawful acts of Defendant, Plaintiff and the Class members
26

1 have been deprived of compensation in amounts to be determined at trial, and Plaintiff
2 and the Class members are entitled to the recovery of such damages, including interest
3 thereon, attorneys' fees and costs under RCW 49.46.090.
4

5 **XII. PRAYER FOR RELIEF**

6 Wherefore, Plaintiff, on her own behalf and on behalf of the members of the Class,
7 prays for judgment against Defendants as follows:

- 8 A. Certify the proposed Class;
- 9 B. Appoint Plaintiff as Class Representative;
- 10 C. Appoint the undersigned attorneys as Class Counsel;
- 11 D. Declare that the actions complained of herein violate Washington's statutes, and
12 administrative codes;
- 13 E. Award Plaintiff and Class Members compensatory, liquidated, and exemplary
14 damages;
- 15 F. Award attorneys' fees and costs to Plaintiff's attorneys, as allowed by law;
- 16 G. Award pre-judgment and post-judgment interest to Plaintiff and Class Members,
17 as provided by law;
- 18 H. Grant and injunction against Defendants from engaging in the unlawful and
19 wrongful conduct set forth herein; and,
- 20 I. Grant such other and further relief as this Court deems necessary.

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4 DATED this 10th day of February, 2025.
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6 **NOLAN LIM LAW FIRM, PS**

7 By: s/ Nolan Lim

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