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Attorneys for Plaintiff,
AMIYAH SUMNER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

AMIYAH SUMNER, an individual, on
her own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

THE INFORMATION AND
REFERRAL FEDERATION OF LOS
ANGELES COUNTY, a California non-
profit corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 25STCV12754

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME (Cal. Labor Code §§ 510, 558, 1194, 1194.3, 1198; Wage Order No. 4);**
- 2. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; Wage Order No. 4);**
- 3. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§201-203; Wage Order No. 4);**
- 4. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 5. FAILURE TO PAY ALL SICK LEAVE WAGES WHEN DUE (Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 et seq.);**
- 6. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**
- 7. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.).**

DEMAND FOR A JURY TRIAL

1 All allegations in this Complaint are based upon information and belief except for those
2 allegations which pertain to the Plaintiff named herein and her counsel. Each allegation has ev-
3 identitary support or is likely to have evidentiary support after a reasonable opportunity for fur-
4 ther investigation and discovery.

5 AMIYAH SUMNER (“Plaintiff”) alleges the following:

6 1. This is a class action brought under California law by an individual who was
7 employed by The Information and Referral Federation of Los Angeles County (“Defendant”)
8 (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on
9 behalf of herself and others similarly situated to recover wages from Defendant due to
10 Defendant’s systematic failure to: pay overtime wages, issue accurate wage statements, pay all
11 wages upon termination, reimburse business expenses, sick pay and failure to provide
12 personnel records.

13 2. Plaintiffs have worked as Community Resource Advisors and other employees
14 for Defendant in California. While working, Plaintiffs have been forced to endure stressful and
15 illegal workplace conditions created by Defendant’s efforts to maximize profits and tightly
16 control labor costs.

17 3. Plaintiff, like her co-workers whom Defendant also employed during the
18 applicable limitations period, spend their workdays as Community Resource Advisors and
19 other employees, under illegal and highly regimented circumstances. That regimen results from
20 Defendant’s insistence to strictly monitor and curtail labor costs, which Defendant
21 accomplishes by not paying for all labor costs, failing to pay overtime wages due to off the
22 clock work, failing to issue accurate wage statements, failing to pay all wages on termination,
23 failing to reimburse business expenses, failing to pay sick pay and by using other unlawful
24 stratagems to ensure that labor costs remain artificially low.

25 4. Plaintiff brings this class action to recover, among other things, wages and
26 penalties from unpaid wages earned and due, including but not limited to, overtime wages,
27 wages due to discharged or quitting employees, penalties for failure to provide accurate
28

1 itemized wage statements, reimbursement of business expenses, sick pay and interest,
2 attorneys' fees, costs, and expenses.

3 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
4 himself and all members of the class, to compensate these workers for the unpaid wages and to
5 protect current and future workers of Defendant from being subjected to similar wage theft and
6 otherwise unlawful working conditions.

7 6. Plaintiff also brings an action seeking relief for Defendant's violations of
8 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
9 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
10 business practices, as well as injunctive relief.

11 7. Pursuant to the California Labor Code, on or about April 30, 2025, Plaintiff filed
12 a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue
13 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
14 reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint to add a
15 cause of action pursuant to PAGA under Labor Code §§2699 *et seq.*

16 JURISDICTION AND VENUE

17 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
18 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
19 *Professions Code* §§ 17200 *et seq.* Plaintiff Amiyah Sumner brings this Complaint on her own
20 behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

21 9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
22 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
23 herein, occurred in the County of Los Angeles and because Defendant owned and operated
24 their business in the County of Los Angeles.

25 THE PARTIES

26 PLAINTIFF

27 10. At all times relevant hereto, Plaintiff was:

28 (a) An individual over age 18 and a resident of Victorville, California;

- 1 (b) Employed as an hourly employee for Defendant in Victorville,
2 California;
- 3 (c) Did not receive overtime wages due to off the clock work in violation of
4 *Labor Code* §§510, 1198 and IWC Wage Order No. 4;
- 5 (d) Did not receive accurate wage statements as mandated by *Labor Code*
6 §226;
- 7 (e) When terminated from her employment, did not receive her final
8 paycheck within the time limits prescribed by *Labor Code* §201;
- 9 (f) Was not reimbursed for business expenses as required by *Labor Code*
10 §2802;
- 11 (g) Was not paid sick leave wages when due in violation of Cal. *Labor Code*
12 §§201-204, 218, 218.5, 233, 245, 246 et seq.; and
- 13 (h) Was not provided her personnel records. Each of these was a violation of
14 the *Labor Code*.

15 **DEFENDANT**

16 11. Plaintiff is informed and believes, and based on that information and belief,
17 alleges, Defendant is, and at all times mentioned herein was:

- 18 (a) A California non-profit corporation, with a principal place of business at
19 526 W. Las Tunas Drive, San Gabriel, California 91776. Defendant has
20 been authorized to do business and has been doing business in the
21 County of Los Angeles;
- 22 (b) The former employer of Plaintiff and the current and former employer of
23 the putative Class members;
- 24 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 25 (d) Failed to pay Plaintiff and all putative Class members overtime wages;
- 26 (e) Failed to provide Plaintiff and all putative Class Members with accurate
27 itemized wage statements;
- 28

- 1 (f) Failed to issue final paychecks timely to Plaintiff and all putative Class
2 Members;
- 3 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
4 Members;
- 5 (h) Failed to pay sick pay wages; and
- 6 (i) Failed to provide Plaintiff with her requested personnel records. Each of
7 these was a violation of the *Labor Code*.

8 12. The true names and capacities, whether individual, corporate, subsidiary,
9 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
10 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
11 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true
12 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

13 13. Plaintiff is informed and believes, and based on that information and belief
14 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
15 reside in or are authorized to do, or are otherwise doing, business in the State of California.
16 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
17 conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100
18 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
19 alter ego and/or representative of one or more of the other Defendants named herein, and acting
20 with permission, authorization, and/or ratification and consent of the other Defendants.

21 14. Plaintiff is informed and believes, and based on that information and belief
22 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
23 inclusive, are responsible in some manner for one or more of the events and happenings that
24 proximately caused the injuries and damages hereinafter alleged.

25 15. Plaintiff is informed and believes, and based on that information and belief
26 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
27 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
28 the other Defendants and that each Defendant was acting within the course and scope of his,

1 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
2 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
3 Class, for the damages sustained as a proximate result of their conduct.

4 16. Plaintiff is informed and believes, and based on that information and belief
5 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
6 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
7 themselves and entered into a combination and systemized campaign of activity to *inter alia*
8 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
9 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
10 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
11 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
12 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
13 the actions of one Defendant were accomplished in concert with, and with the knowledge,
14 ratification, authorization and approval of each of the other Defendants.

15 16 **CLASS ALLEGATIONS**

17 **A. The Definition of the Class**

18 17. The Class ("the Class") is defined as follows:

- 19 (a) "All current and former employees who were hourly paid employees of
20 Defendant and worked for Defendant in California at any time during the period
21 commencing on the date that is four (4) years prior to the filing of this
22 Complaint and continuing through the present date (the "Class Period")."
23 (b) "All persons who were hourly paid employees of Defendant and worked for
24 Defendant in California and left the employ of Defendant at any time during the
25 period commencing on the date that is within one (1) year prior to the filing of
26 this Complaint and continuing through the present date (the "Class Period")."

1 18. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to
2 amend or modify the Class description with greater specificity or further division into
3 subclasses or limitation to particular issues.

4 **B. Maintenance of the Action**

5 19. Plaintiff brings this action individually and on behalf of himself and as
6 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
7 and 17204 and *Code of Civil Procedure* § 382.

8 **C. The Class Requisites**

9 20. At all material times, Plaintiff was a member of the Class.

10 21. The Class action meets the statutory prerequisites for maintaining a class action
11 under Code of Civil Procedure § 382 in that:

- 12 (a) The persons who comprise the Class are so numerous that the joinder of all
13 those persons is impracticable and the disposition of their claims as a Class
14 will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this Complaint are common to the Class and will apply
17 uniformly to every Class member;
- 18 (c) The claims of the representative Plaintiff are typical of the claims of each
19 Class member. Plaintiff, like all Class members, has sustained damages
20 arising from Defendant's violations of the laws of the State of California.
21 Plaintiff, and the Class members, were and are similarly or identically
22 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
23 pattern of misconduct engaged in by the Defendant;
- 24 (d) The representative Plaintiff has, and will continue to, fairly and adequately
25 represent and protect the interests of the Class and has retained counsel
26 who are competent and experienced in class action litigation. There are no
27 material conflicts between the claims of the representative Plaintiff and the
28

1 Class members that would make class certification inappropriate. Counsel
2 for the Class will vigorously assert the claims of all Class members.

3 22. The persons who comprise the Class are so numerous that joining all of them is
4 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
5 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
6 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
7 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
8 Plaintiff are experienced, qualified and generally able to conduct complex class action
9 litigation.

10 23. The Court should permit the action to be maintained as a class action under
11 *Code of Civil Procedure* § 382 because:

- 12 (a) The questions of law and fact common to the Class predominate over any
13 question affecting only individual members;
- 14 (b) A class action is superior to any other available method for fairly and
15 efficiently adjudicating the claims of the Class;
- 16 (c) The Class members are so numerous that it is impractical to bring all of
17 them before the Court;
- 18 (d) Plaintiff and other Class members will not be able to obtain effective and
19 economic legal redress unless the action is maintained as a class action;
- 20 (e) There is a community of interest in obtaining appropriate legal and
21 equitable relief for the statutory violations, and in obtaining adequate
22 compensation for the damages and injuries for which Defendant is
23 responsible in an amount sufficient to adequately compensate the Class
24 members;
- 25 (f) Without Class certification, the prosecution of separate actions by
26 individual Class members would create a risk of:

1 i. Inconsistent or varying adjudications for individual Class members
2 that would establish incompatible standards of conduct for
3 Defendant; and/or,

4 ii. Adjudication for individual Class members that would, as a
5 practical matter, dispose of other non-party members' interests, or
6 that would substantially impair or impede the non-parties' ability
7 to protect their interests, by, for example, potentially exhausting
8 the funds available from Defendant, and

9 (g) Defendant has acted or refused to act on grounds generally applicable to
10 the Classes, making final injunctive relief appropriate for the Class, as a
11 whole.

12 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
13 that would set forth the subject and nature of the action. The Defendant's own business records
14 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
15 any further notices may be required, Plaintiff would contemplate using additional media and/or
16 mailing.

17 GENERAL ALLEGATIONS

18 25. At all times material hereto, Defendant has been, and is a non-profit corporation
19 that provides disaster services and comprehensive information and referral services.

20 26. Plaintiff and members of the Class were employed as Community Resource
21 Advisors and other non-exempt employees in California at various times during the Class
22 Period.

23 THE CONDUCT

24 27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
25 Plaintiff and members of the Class wages and compensation owed under California law.

26 28. Starting on or about February 5, 2024 and continuing to March 14, 2025,
27 Defendant employed Plaintiff on an hourly basis as a Community Resource Advisor remotely
28 in Victorville, California.

29. While employed by Defendant as a Community Resource Advisor, Plaintiff was paid between \$19.65 per hour.

30. The employment by Defendant of the Class Members, and each them, is governed by Industrial Welfare Commission Wage Order No. 4, which covers those persons employed in the professional, technical, clerical, mechanical and similar occupations.

OFF-THE-CLOCK WORK

31. Employers must compensate non-exempt employees for “off-the-clock” work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575, 585.

32. Defendant required Plaintiff and the Class to regularly perform compensable tasks pre-shift off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class members were required to clock in on ADP, but were not paid until they took their first call, which was typically several minutes later. As a result, and because they improperly treated such pre-shift activities as non-compensable, Defendant failed to compensate Plaintiff and the Class for such time.

REGULAR RATE OF PAY

33. California law uses the terms "compensation" and "pay" interchangeably and requires that all applicable remuneration, including but not limited to, commissions, and/or non-discretionary shift differentials/shift premiums and/or extra benefits, etc., be included when calculating an employee's regular rate of pay.

34. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that Plaintiff and Class members were entitled to be paid at a regular rate of pay, and corresponding overtime rate of pay and sick pay, that included as eligible income all income derived from all forms of compensation.

35. Defendant failed to properly pay and calculate overtime wages and sick pay due to excluding shift differentials/shift premiums from regular rate of pay calculations. Such shift differentials/shift premiums are required under California law to be included in an employee's

1 regular rate of pay for overtime wage and sick pay calculations. Defendant failed to do so,
2 thereby failing to pay employees their full wages as required under the Labor Code.

3 36. Plaintiff and members of the Class received shift differentials/shift premiums
4 that must be included when calculating their regular rates of pay for purposes of overtime and
5 sick pay. However, Defendant failed to correctly calculate Plaintiff and members of the
6 Class's regular rate of pay to include all applicable remuneration, including, but not limited to,
7 shift differentials/shift premiums, etc.

8 **FAILURE TO PAY OVERTIME WAGES**

9 37. Under California law, non-exempt employees as defined by Wage Order No. 4,
10 are entitled to premium wages for overtime worked. Under California law, an hourly paid
11 employee is entitled to overtime pay when they exceed eight hours of work in a single day,
12 exceed 40 hours of work in a week or work seven days in a row.

13 38. As alleged above, Defendant required Plaintiff and the Class to regularly
14 perform compensable tasks pre-shift off the clock for which they did not receive any
15 compensation.

16 39. At all times during the relevant time period, Plaintiff and the Class routinely
17 worked schedules such that they were due pay at overtime rates. During this period, it was the
18 practice and policy of Defendant to not pay employees overtime wages. Monies for unpaid
19 overtime remain due and owing.

20 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

21 40. As a result of Defendant's failure to pay employees required overtime wages
22 and sick pay, the wage statements issued to the employees did not comply with *Labor Code*
23 §226 and California Industrial Welfare Commission ("IWC") Wage Order No. 4 in that they
24 did not accurately reflect all wages earned and due and owing. Additionally, Plaintiff and Class
25 members' wage statements failed to list their hourly rates during certain pay periods.

26 **FAILURE TO PAY WAGES DUE UPON TERMINATION AND/OR RESIGNATION**

27 41. As a further result of Defendant's failure to pay employees at required overtime
28 wage rates due to off the clock work and sick pay, when the employees left their employ, they

1 were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and Wage
2 Order No. 4.

3 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 42. Defendant failed to reimburse Plaintiff and Class members with their necessary
5 business expenses, such as home internet and computer monitor expenses.

6 **FAILURE TO PROPERLY PAY SICK PAY WAGES**

7 43. Defendant acted intentionally and with deliberate disregard to the rights of
8 Plaintiff and members of the Class by paying sick pay at exactly the base rate, and not
9 including shift differentials/shift premiums into the sick pay rate.

10 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

11 44. Defendant failed to allow Plaintiff to timely inspect her personnel records and
12 payroll file.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **(Labor Code §§ 510, 558, 1194, 1194.3, 1198, IWC Wage Order No. 4 By Plaintiff Against**
16 **Defendant and Does 1 through 100)**

17 45. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this Complaint.

19 46. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
20 Code §§510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to
21 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
22 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
23 hours on the seventh (7th) consecutive day of any work week.

24 47. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
25 who had not been paid overtime compensation could recover the unpaid balance of the full
26 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
27 fees and costs of suit.

1 48. Pursuant to IWC Wage Order No. 4-2001, § 3, "Employment beyond eight (8)
2 hours in any workday is permissible provided the employee is compensated for such overtime
3 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all
4 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
5 workday...

6 49. California Labor Code section 558 provides in pertinent part:

7 (a) Any employer or other person acting on behalf of an employer who
8 violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the
10 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

11 (1) For any initial violation, fifty dollars (\$50) for each underpaid
12 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

13 (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was
15 underpaid in addition to an amount sufficient to recover underpaid
wages.

16 (3) Wages recovered pursuant to this section shall be paid to the affected
17 employee...

18 (c) The civil penalties provided for in this section are in addition to any
19 other civil or criminal penalty provided by law.

20 50. As alleged above, Defendant required Plaintiff and the Class to regularly
21 perform compensable tasks pre-shift off-the-clock for which they did not receive any
22 compensation.

23 51. California law also requires that any compensation, including a shift
24 differential/shift premiums be included in the regular rate of pay. Defendant failed to blend
25 shift differentials/shift premiums when calculating Plaintiff and Class members' regular rate in
26 workweeks when they earned such pay and worked overtime. As such, Plaintiff and Class
27 members were paid at an overtime rate less than the rate required under California law.
28

52. Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime compensation to Plaintiff and Class members as required by law.

53. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

54. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE

ITEMIZED STATEMENTS

(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)

55. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

56. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff and the Class.

57. Pursuant to California Labor Code sections 226, and Wage Order No. 4-2001 section 7, Defendant is required to maintain and provide accurate records relating to employee compensation including all formulas and production records used to calculate wages due.

58. Defendant is further required to provide, *inter alia*, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the employee is being paid; (5) the name of the employee; and (6) the name and address of the legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

59. Plaintiff and Class members' wage statements for certain pay periods failed to include their hourly rates.

60. Section 226(e) provides that an employee is entitled to recover \$50 for the initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay

1 period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay
2 periods in which the employer knowingly and intentionally failed to provide accurate itemized
3 statements to the employee causing the employee to suffer injury.

4 61. Notwithstanding these provisions, Defendant has engaged in a uniform practice
5 of refusing to maintain and provide the accurate records and wage statements required by
6 California law.

7 62. Throughout the Class Period, Defendant intentionally and knowingly provided
8 Plaintiff and other members of the Class with weekly itemized wage statements containing
9 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
10 that the payments owed to Plaintiff and the members of the Class for overtime wages due to off
11 the clock work and sick pay, were not included in gross wages earned by Plaintiff and members
12 of the Class. Further, Defendant failed to furnish Plaintiff and the Class, upon payment of
13 wages, itemized statements accurately showing the number of hours worked and the rates paid.

14 63. As a result, Plaintiff and members of the Class have been injured by having been
15 deprived of the true facts pertaining to their compensation and employment.

16 64. Plaintiff and members of the Class were damaged by these failures because,
17 among other things, the failures led them to believe that they were not entitled to overtime
18 wages and sick pay, even though they were so entitled and these failures hindered them from
19 determining the amounts of wages owed to them.

20 65. Plaintiff and members of the Class are entitled to the amounts provided in Labor
21 Code §226(e), plus attorneys' fees and costs.

22 66. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
23 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
24 provided by law for Defendant's improper conduct.

25 **THIRD CAUSE OF ACTION**

26 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

27 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

28

1 67. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this Complaint.

3 68. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
4 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
5 from employment, unpaid wages are due and payable within 72 hours of resignation.

6 69. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
7 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
8 paid, not to exceed thirty days.

9 70. Plaintiff and the Class were discharged and/or resigned from Defendant's
10 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them for
11 overtime and sick pay.

12 71. Under Labor Code § 203(a), Plaintiff and members of the Class are entitled to
13 one day's wages for each day he or she was not timely paid, not to exceed 30 days' wages.

14 **FOURTH CAUSE OF ACTION**

15 **REIMBURSEMENT OF BUSINESS EXPENSES**

16 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

17 72. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this Complaint.

19 73. Labor Code §2802 requires employers to indemnify employees for all necessary
20 expenditures incurred by employees in the discharge of their duties.

21 74. At all times relevant herein, Defendant was aware that Plaintiff and Class
22 members were using their personal internet and purchasing computer monitors for business, but
23 failed to indemnify Plaintiff and Class members for all their business-related expenses,
24 including wear and tear expenses, in accordance with Labor Code §2802. Plaintiff is informed
25 and believes and thereon alleges that at all relevant times, Defendant maintained a practice of
26 not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred
27 in using their internet and computer monitors for work-related purposes.

28

75. As a result of Defendant's conduct, Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

76. Pursuant to Labor Code §2802, Plaintiff and Class members are entitled to recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL SICK LEAVE WAGES WHEN DUE

(Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 et. seq. – By Plaintiffs against Defendant and Does 1 through 100)

77. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

78. Section 246 (1) requires that employers pay sick time pay to non-exempt employees at the employee's "regular rate of pay." Employers must calculate paid sick leave for nonexempt employees (1) "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek" or (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

79. The “regular rate of pay” includes all remuneration for employment paid to the employee with the exception of overtime pay and includes, but is not limited to base hourly wages, shift differentials and other forms of non-discretionary wages.

80. Defendant paid Plaintiff and the members of the Class for sick leave at the incorrect rate of pay. Defendant paid Plaintiff and members of the Class at their base rate of pay, as opposed to the regular rate of pay, which would take into account all non-discretionary incentives, shift differentials, or by dividing the employees' total wages, not including overtime premium pay, by the employees' total hours worked in the full pay periods of the prior 90 days

1 of employment, as required by Section 246. This resulted in underpayments of sick pay to
2 Plaintiff and members of the Class.

3 81. Moreover, Section 204 provides that wages are generally due and payable no later
4 than seven days after the end of a pay period or at least twice during each calendar month, on
5 days designated in advance as the regular paydays. Section 201 provides if an employer
6 discharges an employee, the wages earned and unpaid at the time of discharge are due and
7 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid
8 wages no later than 72 hours after an employee quits his or her employment, unless the employee
9 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case
10 the employee is entitled to his or her wages at the time of quitting. Section 203 provides that if
11 an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then
12 the wages of the employee shall continue as a penalty from the due date, and at the same rate
13 until paid, but the wages shall not continue for more than thirty (30) days.

14 82. Because Defendant did not pay, or timely pay, Plaintiff and members of the Class
15 all owing and underpaid sick pay wages, Defendant violated Sections 201-204, 246, and other
16 Labor Code sections. Defendant willfully failed to timely pay Plaintiff and members of the Class
17 all their wages due during employment and failed to timely pay all their wages due upon the
18 termination of their employment within the times prescribed by the Labor Code and is therefore
19 subject to applicable penalties, including a waiting time penalty, for each day, up to a thirty (30)
20 day maximum, pursuant to Section 203.

21 83. Labor Code section 233 provides: "Any employer who provides sick leave for
22 employees shall permit an employee to use in any calendar year the employee's accrued and
23 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
24 during six months at the employee's then current rate of entitlement, for the reasons specified in
25 subdivision (a) of Section 246.5."

26 84. During the relevant time period, Defendant intentionally and willfully failed to
27 pay Plaintiff and members of the Class their sick pay wages at the regular rate of pay required
28 by law. Accordingly, Plaintiff and members of the Class did not receive the full amount of paid

1 sick time that they were entitled to receive by law, and were therefore denied the right to use
2 sick leave within the meaning of Labor Code Sections 233(a) and (c).

3 85. Any employer who violates Labor Code section 233 is liable to employees for
4 the greater of one day's pay or actual damages, reasonable equitable relief, and reasonable
5 attorneys' fees and costs. Lab. Code sections 233(d), (e).

6 86. Labor Code section 218 authorizes a private right of action to recover unpaid
7 wages, including under sections 204 and 233.

8 87. Pursuant to Labor Code sections 218 and 218.5, Plaintiff and members of the
9 Class are entitled to recover the full amount of their unpaid wages, applicable penalties,
10 prejudgment interest on the amount of their unpaid wages, reasonable attorneys' fees and costs
11 of suit.

12 **SIXTH CAUSE OF ACTION**

13 **(Failure to Allow Inspection of Employment Records in Violation of *Labor Code* §1198.5**

14 **By Plaintiffs against Defendant and Does 1 through 100)**

15 88. Plaintiff and the Class reallege and incorporate by reference all of the allegations
16 set forth in this Complaint.

17 89. California Labor Code Section 1198.5 provides:

18 (a) Every current and former employee, or his or her representative, has the
19 right to inspect and receive a copy of the personnel records that the
20 employer maintains relating to the employee's performance or to any
grievance concerning the employee.

21 (b) The employer shall make the contents of those personnel records available
22 for inspection to the current or former employee, or his or her
23 representative, at reasonable intervals and at reasonable times, but not later
24 than 30 calendar days from the date the employer receives a written request,
25 unless the current or former employee, or his or her representative, and the
26 employer agree in writing to a date beyond 30 calendar days to inspect the
27 records, and the agreed-upon date does not exceed 35 calendar days from
28 the employer's receipt of the written request to inspect the records. Upon a
written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
records,..... later than 30 calendar days from the date the employer receives
the request...

1 (k) If an employer fails to permit a current or former employee, or his or her
2 representative, to inspect or copy personnel records within the times specified I
3 this section... the current or former employee may recover a penalty of seven
hundred fifty dollars (\$750) from the employer.

4 (1) A current or former employee may also bring an action for injunctive relief
5 to obtain compliance with this section, and may recover costs and reasonable
attorney's fees in such an action.

6 90. Additionally, pursuant to Wage Order No. 4, at section 7 re: Records, employers
7 are required to keep accurate payroll records on each employee, and such records must be
8 made readily available for inspection by the employee upon reasonable request. The employer
9 must also maintain accurate production records.

10 91. On or about April 30, 2025, Plaintiff's counsel issued a written request to
11 Defendant for copies of her personnel records.

12 92. Under California Labor Code Sections 226, 432 and 1198.5, such records were
13 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
14 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
15 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her
16 records.

17 93. As a direct result and consequence of Defendant's failure and refusal to permit
18 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
19 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
20 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
21 penalty of \$750 based upon Defendants' violation of §1198.

22 **SEVENTH CAUSE OF ACTION**

23 **(Unfair Competition in Violation of Business & Professions Code §§ 17200 *et seq.* By** 24 **Plaintiffs Against Defendant and Does 1 through 100)**

25 94. Plaintiff and the Class reallege and incorporate by reference all of the allegations
26 set forth in this Complaint.

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1 95. Pursuant IWC Wage Order No. 4, Defendant was the employer of Plaintiff and
2 the Class. Defendant is also a "person" as that term is defined in Business & Professions Code
3 §17021.

4 96. The Business & Professions Code defines unfair competition as any unlawful,
5 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
6 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
7 overtime wages; (2) furnish Plaintiff and the Class with accurate itemized wage statements, (3)
8 pay Plaintiff and the Class wages due when leaving their employ, (4) reimburse business
9 expenses, (5) pay sick pay, and (6) providing and allowing inspection of personnel records, all
10 in violation of Business & Professions Code §§ 17200 *et seq.*

11 97. By and through the unfair and unlawful business practices described herein,
12 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
13 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
14 Plaintiff and the Class.

15 98. All the acts described herein are violations of, among other things, the Labor
16 Code and Industrial Commission Wage Order No. 4, are unlawful and in violation of public
17 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
18 constitute unfair and unlawful business practices in violation of Business & Professions Code
19 §§ 17200 *et seq.*

20 99. Plaintiff and the Class are entitled to, and do, seek such relief as may be
21 necessary to restore to them the money and property which Defendant has acquired, or of
22 which Plaintiff and the Class have been deprived by means of the above-described unfair and
23 unlawful business practices.

24 100. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
25 above-described business practices are unfair and unlawful and that injunctive relief should be
26 issued restraining Defendant from engaging in any of the above described unfair and unlawful
27 business practices in the future.

28

101. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendant. As a result of the unfair and unlawful business practices described above, Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant is restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff and the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendant as follows:

1. For compensatory damages in the amount of overtime wages due to Plaintiff and Class members, according to proof;
2. For compensatory damages in the amount of Plaintiff and Class members' internet and purchase of a computer monitor expenses for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
3. For unpaid sick pay;
4. For an award of consequential damages in Plaintiff and Class members' favor and against Defendant, in an amount to be proven at trial;
5. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
6. For payment to Plaintiff and Class members of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to her and Class members' respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
7. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

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1 8. For prejudgment interest accrued on all due and unpaid overtime from the date
2 that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according
3 to proof;

4 9. For injunctive relief requiring Defendant to comply with Labor Code
5 1198.5(b)(1);

6 10. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 4-
7 2001(14);

8 11. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
9 according to proof;

10 12. For reasonable costs, including attorneys' fees, in an amount according to proof
11 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5, 2802 and/or *Cal. Code of Civ.*
12 *Proc.* §1021.5;

13 13. For an award of restitution of wages to Plaintiff and Class members in an
14 amount equal to the amount of wages owed and unpaid, according to proof;

15 14. For injunctive relief ordering the continuing unfair business acts and practices to
16 cease, as the Court deems just and proper;

17 15. For other injunctive relief ordering Defendant to notify Plaintiff and Class
18 members that they have not been paid the proper amounts in accordance with California law;

19 16. For punitive and exemplary damages in a sum to be determined at trial; and

20 17. For such other and further relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff Amiyah Sumner hereby respectfully requests a trial by jury for all claims and
23 issues raised in her Complaint that may be entitled to a jury trial.

24

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26 Date: April 30, 2025

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LIPELES LAW GROUP, APC

By: 

Thomas H. Schelly
Attorneys for Plaintiff
Amiyah Sumner