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and all others similarly situated

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10 **SUPERIOR COURT OF CALIFORNIA**  
11 **COUNTY OF YOLO**

12  
13 AUTUMN ROYER, on behalf of himself and all  
others similarly situated,

14 Plaintiff,

15 v.

16 SUMMER HOUSE, INC.; and DOES 1-100,

17 Defendants.

Case No.: CV2025-1919

**CLASS ACTION COMPLAINT**

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure to Reimburse Work-Related Expenses
6. Wage Statement Penalties
7. Waiting Time Penalties
8. Violation of Unfair Competition Law
9. Private Attorneys General Act

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23 **RELEVANT PARTIES**

24 1. Plaintiff Autumn Royer ("Plaintiff") is an adult resident of Yolo County, State of  
25 California, and was at all times relevant residing therein.

26 2. Defendant Summer House, Inc., ("Defendant") is a California corporation with its principal  
27 place of business located in Yolo County, California. Defendant is registered to and does conduct  
28 business in the State of California and is subject to the laws of the State of California. All acts and

omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. The “Class” is defined as all current or former non-exempt employees of Defendant employed in the State of California within four years prior to the date of the filing of this action through the date of final disposition.

4. The “Waiting Time Subclass” are members of the “Class” who are no longer employed by Defendants. Plaintiff hereby reserves the right to establish additional subclasses.

5. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed and believes, and based on such information and belief alleges, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

#### **JURISDICTION AND VENUE**

6. This action is properly filed in Yolo County because the acts and omissions that give rise to Plaintiff’s claims took place in this County, and Defendant transacts substantial business in this County.

7. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as alleged herein occurred in Yolo County, California and Plaintiff suffered damages from such conduct within this County.

#### **FACTUAL ALLEGATIONS**

8. At all times relevant, Plaintiff, the Class, the Waiting Time Subclass, and the Aggrieved Employees were “employees” of Defendant.

9. Central to this dispute is Defendant’s brazen refusal to reimburse its employees for their mileage. Employees of Defendant are expressly required to transport disabled clients, most frequently elderly men and women, to and from various destinations. At the end of each workday,

1 employees diligently tracked their mileage through Defendant's mandated ERSP mobile  
2 application, anticipating that they would receive at least the standard mileage rate of \$0.50 to \$0.60  
3 per mile. Yet, on her their paycheck, employees would not be appropriately paid. Shockingly,  
4 Defendant provided no gas reimbursement, only the incomplete promise of mileage  
5 compensation—an empty promise in the end.

6 10. Plaintiff and Class Member's working conditions were further plagued by Defendant's  
7 disregard for basic labor standards. Over the course of her eight-hour-plus shifts, Plaintiff and the  
8 Class were not afforded any guaranteed meal or rest breaks, nor did Defendant ever compensate  
9 Plaintiff and Class Members with premium wages in lieu of these missing breaks, in knowing  
10 violation of California law.

11 11. Defendant's encroachments upon Plaintiff and Class Members' personal time did not end  
12 with the missing meal and rest breaks. Indeed, employees were required to engage in text  
13 messaging with managerial staff after hours to resolve issues related to client care. Such after-hours  
14 demands were neither infrequent nor extraordinary; Defendant routinely contacts Plaintiff and other  
15 Class Members regarding work-related matters during off-duty hours, without any additional  
16 compensation.

17 12. Finally, as a result of Defendant's failure to pay all wages due during employment, it  
18 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff and the Waiting  
19 Time Subclass' employment as well. Therefore, Defendants are liable to Plaintiff, the Waiting  
20 Time Subclass, and Aggrieved Employees for waiting time penalties.

### 21 **CLASS ACTION ALLEGATIONS**

22 13. This action is being brought and may be maintained as a class action under California Code  
23 of Civil Procedure § 382 because the claims asserted herein meet all the necessary prerequisites for  
24 class action treatment.

25 a. Numerosity: The Class meets the numerosity requirement because it consists of over 100  
26 members, which would make joinder of individual class members impracticable.

27 b. Typicality: The typicality requirement is satisfied because Plaintiff's claims are identical to  
28 the claims being asserted by all members of the Class. Further, Plaintiff's claim for failure to pay

1 all wages due at the conclusion of employment is typical as to the Waiting Time Subclass. Finally,  
2 Plaintiff's claim for wages deducted as a result of a so-called "COVID surcharge" due to non-  
3 vaccination or unknown vaccination status is typical of the Surcharge Subclass

4 c. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the  
5 members of the Class. Counsel for Plaintiff and the putative class members have substantial  
6 experience in litigating employment matters generally, and class action cases specifically, and  
7 further possess the financial resources needed to litigate the class claims at issue.

8 d. Superiority: A class action is superior to other available means in resolving this controversy  
9 because it provides the optimal level of efficiency and fairness under the circumstances. When  
10 Defendant has hundreds of employees, individual joinder of all proposed class and subclass  
11 members would be impracticable. Moreover, questions of law and fact which are common to the  
12 class predominate over any questions affecting only individual members—to the extent any  
13 individual questions exist at all. Each member of the proposed class has been damaged and is  
14 entitled to recovery by reason of Defendant's illegal policy and/or practices.

15 e. Commonality: The commonality requirement is satisfied for the Class because there are  
16 common questions of law and fact involving the rights of each class member and the relief sought  
17 by the entire class. Specifically, these common questions of law and fact include:

- 18 i. Whether Defendant underpaid wages in violation of Labor Code § 1194;
- 19 ii. Whether Defendant failed to provide Class members with complaint rest breaks or  
20 payment in lieu thereof as required under Labor Code § 226.7;
- 21 iii. Whether Defendant failed to provide Class Members with proper or accurate  
22 overtime pay;
- 23 iv. Whether Defendant failed to pay Class Members for all hours worked;
- 24 v. Whether Defendant failed to provide members of the Class with accurate itemized  
25 wage statements as required under Labor Code § 226(a);
- 26 vi. Whether Defendant failed to reimburse Class members for work related expenses  
27 associated with the discharge of their duties as required under Labor Code § 2802;
- 28 vii. Whether Defendants failed to pay all wages due on separation or termination of

1 employment to members of the Waiting Time Subclass as required by Labor Code § 203;

2       viii. Whether Defendants violated Business & Professions Code § 17200 et seq. by  
3 engaging in the acts alleged herein; and

4       ix. The nature and extent of the damages, penalties, restitution, and injunctive relief to  
5 which Plaintiff and the Class are entitled.

6                                   **PAGA ALLEGATIONS**

7 14. Pursuant to Labor Code § 2699(a), any provision of the Labor Code which provides for a  
8 civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
9 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil  
10 action brought by an aggrieved employee on behalf of himself or herself and other current or  
11 former employees pursuant to the procedures outlined in Labor Code § 2699.3.

12 15. Pursuant to Labor Code § 2699.3, an aggrieved employee may pursue a civil action under  
13 PAGA after the following requirement have been met:

14       a. The aggrieved employee has provided written notice by online filing to the LWDA and by  
15 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the  
16 Labor Code alleged to have been violated, including the facts and theories to support the alleged  
17 violations; and

18       b. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the  
19 aggrieved employee by certified mail that it does not intend to investigate the aggrieved  
20 employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such  
21 Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved  
22 employee may commence a civil action pursuant to Labor Code § 2699 to recover civil penalties in  
23 addition to any other penalties to which the employee may be entitled.

24 16. On April 24, 2025, Plaintiff provided written notice by online filing to the LWDA and by  
25 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated  
26 by Defendants, including the facts and theories to support the alleged violations.

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17. Upon expiration of the 65-day notice period, if the LWDA does not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code, Plaintiff will seek PAGA Penalties on behalf of all Aggrieved Employees.

18. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to February 9, 2025, through final disposition of this action.”

### **FIRST CAUSE OF ACTION**

#### **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

##### **(By Plaintiff and the Class Against All Defendants)**

19. Plaintiff and the Class incorporate by reference the paragraphs above.

20. Labor Code § 512 and the Wage Orders provide that “an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes”.

21. An employer provides compliant meal breaks to its employees “if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” [*Brinker Restaurant Corp. v. Superior Court*, (2012) 53 Cal.4th 1004, 1040].

22. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks. [*Ibid.*].

23. Defendants failed to provide Plaintiff and the Class with compliant meal breaks as alleged herein.

24. For each day that Defendants failed to provide Plaintiff and the Class with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is one additional hour of pay at the regular rate of pay. [*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858].

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25. Defendants failed to pay premium pay at Plaintiff and Class Members' regular rate of pay for each day a meal break was missed.

26. Plaintiff and the Class are therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

## **SECOND CAUSE OF ACTION**

### **FAILURE TO PROVIDE COMPLIANT REST PERIODS**

#### **(By Plaintiff and the Class Against All Defendants)**

27. Plaintiff and the Class incorporate by reference the paragraphs above.

28. Labor Code § 226.7 and the Wage Orders require employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

29. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." [*Augustus v. ABM Sec. Servs., Inc.*, (2016) 2 Cal.5th 257, 269].

30. Defendants failed to provide Plaintiff and the Class with compliant rest breaks as alleged herein.

31. For each day that Defendants failed to provide Plaintiff and the Class with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is one additional hour of pay at Plaintiff and the Class Members' regular rate of pay. [*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858].

32. Defendants failed to pay premium pay at Plaintiff and the Class Members' regular rate of pay for each day a rest break was missed.

33. Plaintiff and the Class are therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY FOR ALL HOURS WORKED**

3 **(By Plaintiff and the Class Against All Defendants)**

4 34. Plaintiff and the Class incorporate by reference the paragraphs above.

5 35. Labor Code §§ 558 and 1194 and the Wage Orders require an employer to pay employees  
6 minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in  
7 a workweek.

8 36. Defendants failed to pay Plaintiff and the Class for all hours worked as alleged herein.

9 37. Plaintiff and the Class are therefore entitled to recover all unpaid wages, liquidated  
10 damages, interest, penalties, attorney fees, and costs.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME OWED**

13 **(By Plaintiff and the Class Against All Defendants)**

14 38. Plaintiff and the Class incorporate by reference the paragraphs above.

15 39. Labor Code § 510 provides that “[a]ny work in excess of eight hours in one workday and  
16 any work in excess of 40 hours in any one workweek and the first eight hours worked on the  
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and  
18 one-half times the regular rate of pay for an employee.”

19 40. Defendants failed to pay Plaintiff and the Class all overtime wages owed as alleged herein.

20 41. Plaintiff and the Class are therefore entitled to recover all unpaid overtime wages,  
21 liquidated damages, interest, penalties, attorney fees, and costs.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE WORK-RELATED EXPENSES**

24 **(By Plaintiff and the Class Against All Defendants)**

25 42. Plaintiff and the Class incorporate by reference the paragraphs above.

26 43. Pursuant to Labor Code § 2802, an employer shall indemnify his or her employee for all  
27 necessary expenditures or losses incurred by the employee in direct consequence of the employee's  
28 discharge of his or her duties.

1 44. Defendants failed to reimburse Plaintiff and the Class for all work-related expenses as  
2 alleged herein.

3 45. Plaintiff and the Class are therefore entitled to reimbursement for all work-related expenses,  
4 penalties, attorney fees, and costs.

5 **SIXTH CAUSE OF ACTION**

6 **WAGE STATEMENT PENALTIES**

7 **(By Plaintiff and the Class Against All Defendants)**

8 46. Plaintiff and the Class incorporate by reference the paragraphs above.

9 47. Labor Code § 226(a) requires employers to provide itemized wage statements to its  
10 employees that identify accurate information regarding their compensation. Defendants, as a matter  
11 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage  
12 statements to Plaintiff and the Class in violation of Labor Code § 226(a).

13 48. As alleged herein, the wage statements that Defendants issued to Plaintiff and the Class  
14 were inaccurate and incomplete.

15 49. Defendants knowingly and intentionally issued wage statements that were inaccurate and  
16 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to  
17 Plaintiff and the Class because Plaintiff and the Class were unable to accurately verify and/or  
18 calculate their wages.

19 50. Plaintiff and the Class are therefore entitled to the recovery of wage statement penalties,  
20 attorney fees, and costs.

21 **SEVENTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(By Plaintiff and the Waiting Time Subclass Against All Defendants)**

24 51. Plaintiff and the Waiting Time Subclass incorporate by reference the paragraphs above.

25 52. Labor Code §§ 201 and 202 require that an employer provide an employee with all wages  
26 due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's  
27 resignation.

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53. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 or 202, then the wages of the employee continue as a penalty from the due date at the same rate until paid or until an action is commenced, not to exceed thirty days.

54. As alleged herein, Defendants willfully did not pay Plaintiff and the Waiting Time Subclass all wages owed at the conclusion of employment.

55. Plaintiff and the Waiting Time Subclass are therefore entitled to the recovery of waiting time penalties, interest, attorney fees, and costs.

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### **EIGHTH CAUSE OF ACTION**

#### **VIOLATION OF UNFAIR COMPETITION LAW**

#### **(By Plaintiff and the Class Against All Defendants)**

57. Plaintiff and the Class incorporate by reference the paragraphs above.

58. Defendants' conduct described herein constitutes unfair competition.

59. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

60. Pursuant to Business and Professions Code 17203, Plaintiff and the Class are entitled to restitution of all wrongfully withheld wages.

61. Plaintiff and the Class may recover attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

#### **First Cause of Action**

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs

1 5. Other relief the court deems proper

2 Second Cause of Action

3 1. Damages and/or penalties pursuant to Labor Code section 226.7

4 2. Interest

5 3. Attorneys' fees

6 4. Costs

7 5. Other relief the court deems proper

8 Third Cause of Action

9 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1

10 2. Liquidated damages

11 3. Interest

12 4. Attorneys' fees

13 5. Costs

14 6. Other relief the court deems proper

15 Fourth Cause of Action

16 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

17 2. Interest

18 3. Attorneys' fees

19 4. Costs

20 5. Other relief the court deems proper

21 Fifth Cause of Action

22 1. Reimbursement of all work-related expenses

23 2. Attorneys' fees

24 3. Costs

25 4. Other relief the court deems proper

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1 Sixth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 226  
3 2. Attorneys' fees  
4 3. Costs  
5 4. Other relief the court deems proper

6 Seventh Cause of Action

- 7 1. Penalties pursuant to Labor Code section 203  
8 2. Attorneys' fees  
9 3. Costs  
10 4. Other relief the court deems proper

11 Eighth Cause of Action

- 12 1. Restitution of all wrongfully withheld wages  
13 2. Attorneys' fees  
14 3. Costs  
15 4. Other relief the court deems proper

16 Ninth Cause of Action

- 17 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.  
18 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to  
19 violate the California Labor Code in the manner alleged herein  
20 3. Attorneys' fees  
21 4. Costs  
22 5. Other relief the court deems proper  
23

24 Date: July 2, 2025

**FRONTIER LAW CENTER**

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AUTUMN ROYER,  
and all others similarly situated