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Electronically FILED by
Superior Court of California,
County of Los Angeles
8/03/2026 5:20 PM
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10 *Attorneys for Plaintiff, on behalf of the State of*
11 *California and Aggrieved Employees*

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 LOUIS SUMBLER, on behalf of the State of
California and Aggrieved Employees,

15 *Plaintiff,*

16 vs.

17 FN LOGISTICS, LLC; DOES 1-100,
inclusive,

18 *Defendants.*

Case No. **26STCV24420**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Louis Sumbler (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant FN Logistics, LLC
5 (“Defendant”) on behalf of the State of California to collect penalties as a result of Defendant’s
6 systematic violations of California labor law with respect to Defendant’s non-exempt hourly workers
7 in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendants in California.

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
11 and Aggrieved Employees the minimum wage for all hours worked as required by California law; (2)
12 failing to pay Plaintiff and Aggrieved Employees overtime wages; (3) failing to reimburse Plaintiff
13 and Aggrieved Employees for necessary business expenses; (4) failing to provide Plaintiff and
14 Aggrieved Employees accurate, itemized wage statements; and (5) failing to timely pay Plaintiff and
15 Aggrieved Employees all wages upon separation;

16 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
17 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
18 Private Attorneys General Act (“PAGA”).

19 **PARTIES**

20 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
21 employees of Defendant in the State of California. The Aggrieved Employees work as hourly non-
22 exempt employees in California.

23 6. Plaintiff Louis Sumbler is an individual over the age of eighteen and, at all times
24 relevant to this Complaint, was a resident of the State of California.

25 7. Plaintiff was employed by Defendant as a non-exempt, hourly Restocker from
26 approximately November 2025 to January 2026, in Santa Fe Springs, CA.

27 8. Plaintiff is informed, believes, and thereon alleges that FN Logistics, LLC (“FN
28 Logistics”) is a Delaware-formed limited liability company, with its principal place of business in

1 Vernon, CA. FN Logistics, LLC is registered to do business in California and employed Plaintiff in
2 California. Defendant FN Logistics, LLC may be served with process by serving its registered agent
3 CT Corporation System, 330 N. Brand Blvd., Glendale, CA 91203.

4 9. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
5 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
6 believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages locations
7 in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved
8 Employees, among other hourly employees, in this County and throughout California.

9 10. At all material times, Defendant does business under the laws of California, has places
10 of business in the State of California, including in this County, and employ Aggrieved Employees in
11 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
12 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
13 Wage Orders.

14 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
15 indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
16 Plaintiff and Aggrieved Employees.

17 12. In addition to Defendant, Plaintiff sues fictitiously defendants DOES 1 through 100,
18 inclusive, pursuant to *Code of Civil Procedure* §474, because their names, capacities, status, or facts
19 showing them to be liable are not presently known. Plaintiff is informed and believes, and thereon
20 alleges that defendants, and each of them, designated herein as DOES 1 through 100, are responsible
21 in some manner for the occurrences and happenings herein alleged, and that Plaintiff’s damages, as
22 herein alleged, were and are the direct and proximate result of the actions of said defendants, and each
23 of them. Plaintiff will amend this complaint to show their true names and capacities, together with
24 appropriate charging language, when such information has been ascertained.

25
26 **SUBJECT MATTER JURISDICTION AND VENUE**

27 13. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
28 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the

1 liability and the cause, or some part of the cause, arose in this County.

2 14. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
3 The Court also has jurisdiction over Defendant because they are a corporation authorized to do
4 business in the State of California, and because Defendant does in fact do business and employ workers
5 in the State of California.

6
7 **FACTUAL ALLEGATIONS**

8 15. Plaintiff is informed and believes, and based thereon alleges, that Defendant engages
9 in providing warehousing, storing and distribution services, and operates in the State of California.

10 16. Plaintiff Louis Sumbler was employed by Defendant from November 2025 to January
11 2026, as a Restocker in Santa Fe Springs, California. Plaintiff usually worked at least eight hours per
12 shift, and five shifts per week. Plaintiff worked approximately forty (40) hours or more per week.

13 17. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.
14 Plaintiff was compensated at an hourly rate of \$18.50.

15 18. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
16 employed hundreds of hourly, non-exempt workers similarly to Plaintiff in California.

17 19. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
18 employed by Defendant in a similar manner throughout the State of California, including in this
19 County, and perform work materially similar to Plaintiff.

20 20. Aggrieved Employees perform their jobs under Defendant's supervision using materials
21 and technology approved and supplied by Defendants.

22 21. Aggrieved Employees are required to follow and abide by Defendant's common work,
23 time, and pay policies and procedures in the performance of their jobs.

24 22. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
25 is determined by common systems and methods that Defendant selects and controls.

26 23. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
27 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
28 location in the State of California. Upon information and belief, Aggrieved Employees worked more

1 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
2 (1) year before this Complaint was filed.

3 24. Defendant instituted a policy of denying Plaintiff and Aggrieved Employees proper and
4 timely compensation for all hours worked, including minimum wage and overtime wages at the correct
5 regular rate of pay, which must take into consideration compensation that must be included in regular
6 rate of pay calculations, such as shift differentials and non-discretionary bonuses.

7 25. Defendant also routinely denied reimbursement for work-related expenses to
8 Aggrieved Employees, including Plaintiff. Defendant instituted a policy of requiring that Plaintiff and
9 Aggrieved Employees use their personal cell phones to complete work-related tasks, including, but
10 not limited to, using their personal cell phones to clock in and out, as well as responding to work-
11 related calls and text messages from managers and/or coworkers. Defendant failed to reimburse
12 Plaintiff and Aggrieved Employees for these necessary business expenses.

13 26. Additionally, Defendant does not provide Aggrieved Employees, including Plaintiff,
14 with accurate itemized wage statements as required by California law. The wage statements Defendant
15 provided Plaintiff and Aggrieved Employees omit or fail to accurately state the following: (i) gross or
16 net wages, as they do not reflect earned overtime wages due to the regular rate issue; (ii) “all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at each
18 hourly rate” as they omit rates; and (iii) the inclusive dates of the period for which the Plaintiff and
19 Aggrieved Employees were paid, as they omit inclusive dates.

20 27. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
21 former workers of Defendant with full payment of all wages owed upon separation from employment.
22 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
23 including overtime and premium pay for non-compliant meal periods, whether their termination was
24 voluntary or involuntary; yet Defendant has failed to provide Plaintiff and Aggrieved Employees with
25 such payments within the required time period. As a result, and pursuant to the California Labor Code,
26 Defendant is subject to penalties.

27 28. Defendant’s conduct has been knowing, willful, and carried out in bad faith, and has
28 caused significant damages to Plaintiff and Aggrieved Employees in an amount to be determined at

1 trial. Defendant has not taken requisite reasonable steps to ensure that Plaintiff and Aggrieved
2 Employees are compensated for all hours worked, reimbursed for all necessary business expenses,
3 provided with accurate wage statements, or timely paid for all wages at separation. Plaintiff is
4 informed, believes, and thereon alleges that Defendants knew or should have known that Plaintiff and
5 Aggrieved Employees regularly do not receive payment for all hours worked, reimbursement for
6 necessary business expenses, or accurate wage statements, and that Defendants do not timely pay all
7 final wages. Thus, Defendants' denial of wages, failure to pay for all hours worked, failure to
8 reimburse all necessary business expenses, failure to provide complete and accurate wage statements,
9 and failure to timely pay all final wages is and/or was deliberate and willful.

10 29. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
11 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants'
12 operations in the State of California.

13 **FIRST CAUSE OF ACTION**
14 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

15 **(On Behalf of the State of California and Aggrieved Employees)**

16 30. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
17 herein.

18 31. Cal. Lab. Code § 2699(f) provides:

19 For all provisions of this code except those for which a civil penalty is specifically
20 provided, there is established a civil penalty for a violation of these provisions, as
21 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
22 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
23 per pay period . . . (B) The civil penalty is two hundred dollars (\$200) for each
24 aggrieved employee per pay period if either of the following are met: (i) Within the five
25 years preceding the alleged violation, the agency or any court issued a finding or
26 determination to the employer that its policy or practice giving rise to the violation was
27 unlawful. (ii) The court determines that the employer's conduct giving rise to the
28 violation was malicious, fraudulent, or oppressive.

25 32. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
26 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
27 Lab. Code §§ 201, 202, 203, 226.7, 1174(d), 1198, and 2802.

1 33. Plaintiff also seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
2 Aggrieved Employees for violations of Cal. Lab. Code provisions §§ 204, 226, 510, 1182.12, 1197,
3 1198, and any other violation alleged herein on an alternate theory to the extent the violation is
4 determined not to carry penalties under Cal. Lab. Code § 2699(a).

5 34. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
6 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
7 commission basis or method of calculation.”

8 35. IWC Wage Order 16-2001(2)(J) defines hours worked as “the time during which an
9 employee is subject to the control of an employer and includes all the time the employee is suffered
10 or permitted to work, whether or not required to do so.”

11 36. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
12 conditions that violate the Wage Orders.

13 37. Cal. Lab. Code § 510 provides, in relevant part:

14 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
15 workday and any work in excess of 40 hours in any one workweek and the first eight
16 hours worked on the seventh day of work in any one workweek shall be compensated
17 at the rate of no less than one and one-half times the regular rate of pay for an employee.
18 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
19 than twice the regular rate of pay for an employee. In addition, any work in excess of
20 eight hours on any seventh day of a workweek shall be compensated at the rate of no
21 less than twice the regular rate of pay of an employee. Nothing in this section requires
22 an employer to combine more than one rate of overtime compensation in order to
23 calculate the amount to be paid to an employee for any hour of overtime work.

24 38. Cal. Lab. Code § 1194 provides, in relevant part:

25 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
26 than the legal minimum wage or the legal overtime compensation applicable to the
27 employee is entitled to recover in a civil action the unpaid balance of the full amount
28 of this minimum wage or overtime compensation, including interest thereon,
reasonable attorney’s fees, and costs of suit.

39. Defendant’s policies and practices result in payment of wage and overtime violations.

40. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
employment are due and payable twice during each calendar month....”

41. IWC Wage Order 16-2001(2)(J) defines hours worked as “the time during which an
employee is subject to the control of an employer and includes all the time the employee is suffered

1 or permitted to work, whether or not required to do so.”

2 42. Defendant’s policies and practices result in failure to pay all wages and to pay wages,
3 including overtime, and meal and rest period premiums, timely under the timeframes set forth in
4 Section 204.

5 43. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
6 Code § 2699(a), or as an alternate theory as appropriate and/or necessary, Plaintiff seeks civil penalties
7 pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved
8 Employee was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks
9 penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations
10 of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 226.7, 510, 1194,
11 1198; IWC Wage Order 16-2001; and any other violation alleged herein which does not carry penalties
12 under Cal. Lab. Code § 2699(a).

13 44. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on March 17, 2026 Plaintiff
14 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
15 file this claim. On March 17, 2026, Plaintiff mailed Defendant a copy of such notice via certified mail.
16 At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied
17 the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
18 2699.3(a).

19 45. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

21 46. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
22 (k)(1).

23 47. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
24 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
25 and costs as set forth below.

26 48. Wherefore, Plaintiff requests relief as hereinafter provided.
27
28

SECOND CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699(a)

(On Behalf of the State of California and Aggrieved Employees)

49. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

50. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and to other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

51. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to pay all wages to Plaintiff and the Aggrieved Employees: (i) in compliance with Cal. Lab. Code § 204, in the amounts established by Cal. Lab. Code § 210; (ii) in compliance with Cal. Lab. Code §§ 1182.12 and 1197, in the amounts established by Cal. Lab. Code § 1197.1; and (iii) in compliance with Cal. Lab. Code § 510, in the amounts established by Cal. Lab. Code § 558.

52. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above (i) in compliance with Cal. Lab. Code §§ 226.7 and 512, in the amounts established by Cal. Lab. Code § 558; (ii) or alternatively, in compliance with Cal. Lab. Code § 204, in the amounts established by Cal. Lab. Code § 210.

53. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to provide accurate itemized wage statements, to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code § 226, in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

54. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on March 17, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On March 17, 2026, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the

1 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
2 2699.3(a).

3 55. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and herself as set forth in Cal. Lab. Code § 2699.

5 56. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
6 (k)(1).

7 57. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
8 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
9 and costs as set forth below.

10 58. Wherefore, Plaintiff requests relief as hereinafter provided.

11
12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff prays for relief as follows:

- 14 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab.
15 Code as alleged herein;
- 16 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
17 penalties provided under the PAGA;
- 18 3. For injunctive relief, prohibiting Defendant from continuing its policies and practices
19 determined to be violations of the Cal. Lab. Code;
- 20 4. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §§
21 2699(g)(1), 2699(k)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 22 5. For all costs of suit; and
- 23 6. For such other and further relief as this Court deems just and proper.

24
25 Respectfully Submitted,

26 Date: July 31, 2026

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28 Carolyn H. Cottrell
Esther L. Bylsma
Sandra Acosta Tello

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**SCHNEIDER WALLACE
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*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully Submitted,

Date: July 31, 2026



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