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By /s/ Una Finau
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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN MATEO
11

12 LARRY CLARK, as an aggrieved
employee pursuant to the Private Attorneys
13 General Act ("PAGA"), on behalf of the
State of California and other aggrieved
14 employees,

15 Plaintiff,

16 vs.

17 ASURION INSURANCE SERVICES,
INC., a Tennessee corporation; ASURION,
18 LLC, a Delaware limited liability company;
and DOES 1 through 10, inclusive,
19

20 Defendants.
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Case No.: 20-CIV-03497

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Larry Clark, as an aggrieved employee and on behalf of the State of California
2 and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on June 12, 2020, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendant ASURION, LLC filed a Statement of Information with the California Secretary of State designating a principal place of business in San Mateo, County of San Mateo, in accordance with California Corporations Code section 2105(a)(3). Venue is also proper in this Court because Defendants employ persons in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Larry Clark is a resident of Hacienda Heights, in Los Angeles County, California. Defendants have employed Plaintiff as an hourly paid, non-exempt In-Home Expert since approximately October or November 2019. Plaintiff has worked for Defendants based out of their office in Los Angeles, California. Plaintiff typically works four (4) to five (5) hours or more per day, five (5) days per week, from 3:45 p.m. to 9:00 p.m. Plaintiff is compensated approximately \$20.00 per hour. His job duties include, without limitation, driving to customers' houses, delivering cellular phones to customers, and selling extended warranties.

7. ASURION INSURANCE SERVICES, INC. was and is, upon information and belief, a Tennessee corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. ASURION, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and

1 capacities become known.

2 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
3 were the partners, agents, owners, or managers of ASURION INSURANCE SERVICES, INC.
4 and ASURION, LLC at all relevant times.

5 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
6 acts and omissions alleged herein was performed by, or is attributable to, ASURION
7 INSURANCE SERVICES, INC.; ASURION, LLC; and/or DOES 1 through 10 (collectively,
8 “Defendants” or “ASURION”), each acting as the agent, employee, alter ego, and/or joint
9 venturer of, or working in concert with, each of the other co-Defendants and was acting within
10 the course and scope of such agency, employment, joint venture, or concerted activity with
11 legal authority to act on the others’ behalf. The acts of any and all Defendants were in
12 accordance with, and represent, the official policy of Defendants.

13 12. At all relevant times, Defendants, and each of them, ratified each and every act
14 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
15 and abetted the acts and omissions of each and all the other Defendants in proximately causing
16 the damages herein alleged.

17 13. Plaintiff is informed and believes, and thereon alleges, that each of said
18 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
19 omissions, occurrences, and transactions alleged herein.

20 14. Under California law, Defendants are jointly and severally liable as employers
21 for the violations alleged herein because they have each exercised sufficient control over the
22 wages, hours, working conditions, and employment status of Plaintiff and other non-party
23 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
24 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
25 of employment, determined their rate of pay, and maintained their employment records.
26 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
27 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
28 common-law employment relationship. As joint employers of Plaintiff and other non-party

1 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
2 available to Plaintiff and other non-party Aggrieved Employees under the law.

3 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
4 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
5 non-party Aggrieved Employees because Defendants have:

- 6 (a) jointly exercised meaningful control over the work performed by
7 Plaintiff and other non-party Aggrieved Employees;
- 8 (b) jointly exercised meaningful control over Plaintiff's and other non-party
9 Aggrieved Employees' wages, hours, and working conditions, including
10 the quantity, quality standards, speed, scheduling, and operative details
11 of the tasks performed by Plaintiff and other non-party Aggrieved
12 Employees;
- 13 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
14 perform work which is an integral part of Defendants' businesses; and
- 15 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
16 Employees as a matter of economic reality in that Plaintiff and other
17 non-party Aggrieved Employees were dependent on Defendants, who
18 shared the power to set the wages of Plaintiff and other non-party
19 Aggrieved Employees and determined their working conditions, and
20 who jointly reaped the benefits from the underpayment of their wages
21 and noncompliance with other statutory provisions governing their
22 employment.

23 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
24 there has existed a unity of interest and ownership between Defendants such that any
25 individuality and separateness between the entities has ceased.

26 17. ASURION INSURANCE SERVICES, INC.; ASURION, LLC; and DOES 1
27 through 10 are therefore alter egos of each other.

28 18. Adherence to the fiction of the separate existence of Defendants would permit

1 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
2 from liability for the wrongful acts committed by them under the name ASURION.

3 19. Plaintiff further alleges, upon information and belief, that Defendants
4 ASURION INSURANCE SERVICES, INC. and ASURION, LLC are alter egos of each other
5 for the following reasons:

- 6 (a) On the California Secretary of State’s website
7 (<https://businesssearch.sos.ca.gov/>), ASURION INSURANCE
8 SERVICES, INC. and ASURION, LLC share the same entity address
9 and mailing address, “648 GRASSMERE PARK, STE 100,
10 NASHVILLE, TN 37211;”
- 11 (b) According to their most recent “Statement of Information” forms filed
12 with the California Secretary of State, ASURION INSURANCE
13 SERVICES, INC. and ASURION, LLC share the same officers and/or
14 directors, including, but not limited to, Roger Detter, who serves as
15 Chief Executive Officer of ASURION INSURANCE SERVICES, INC.
16 and as a manager of ASURION, LLC;
- 17 (c) On information and belief, ASURION INSURANCE SERVICES, INC.
18 and ASURION, LLC share the same agent for service of process,
19 “NATIONAL REGISTERED AGENTS, INC. (C1941323);” and
- 20 (d) On information and belief, ASURION INSURANCE SERVICES, INC.
21 and ASURION, LLC utilize the same standardized employment forms
22 and issue the same employment policies.

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 20. Defendants are a leading provider of insurance for smartphones, tablets,
25 consumer electronics, appliances, satellite receivers, and jewelry. Upon information and
26 belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their
27 corporate headquarters in Nashville, Tennessee, which is responsible for the recruiting and
28 hiring of new employees, and communicating and implementing Defendants’ company-wide

1 policies, including timekeeping policies and meal and rest period policies, to employees
2 throughout California.

3 21. In particular, Plaintiff and other non-party Aggrieved Employees, on
4 information and belief, received the same standardized documents and/or written policies.
5 Upon information and belief, the usage of standardized documents and/or written policies,
6 including new-hire documents, indicate that Defendants dictated policies at the corporate level
7 and implemented them company-wide, regardless of their employees' assigned locations or
8 positions. Upon information and belief, Defendants set forth uniform policies and procedures
9 in several documents provided at an employee's time of hire.

10 22. Upon information and belief, Defendants maintain a centralized Payroll
11 department at their corporate headquarters in Nashville, Tennessee, which processes payroll
12 for all non-exempt, hourly paid employees working for Defendants at their various locations
13 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.
14 Based upon information and belief, Defendants issue the same formatted wage statements to
15 all non-exempt, hourly paid employees in California, irrespective of their work locations.
16 Upon information and belief, Defendants process payroll for departing employees in the same
17 manner throughout the State of California, regardless of the manner in which each employee's
18 employment ends.

19 23. Defendants continue to employ non-exempt or hourly paid employees in
20 California.

21 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
23 and advisors knowledgeable about California labor and wage law, employment and personnel
24 practices, and about the requirements of California law.

25 25. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
26 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
27 were not recorded.

28 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive at least minimum wages for compensation and that they were not receiving at least
3 minimum wages for work that was required to be done off-the-clock. In violation of the
4 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
5 least minimum wages for work done off-the-clock.

6 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that other non-party Aggrieved Employees were entitled to receive certain
8 wages for overtime compensation and that they were not receiving certain wages for overtime
9 compensation.

10 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that other non-party Aggrieved Employees were entitled to be paid at a
12 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income
13 all income derived from commissions, incentive pay, nondiscretionary bonuses, and/or other
14 forms of compensation.

15 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay
18 at their regular rates of pay when they were not provided with timely, uninterrupted, thirty
19 (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were
20 not provided with all meal periods or payment of one (1) additional hour of pay at their
21 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
22 period.

23 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment
26 of one (1) additional hour of pay at their regular rates of pay when they were not authorized
27 and permitted to take a compliant rest period. In violation of the California Labor Code,
28 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take

1 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
2 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
3 they were not authorized and permitted to take a compliant rest period.

4 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive complete and accurate wage statements in accordance with California law. In
7 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
8 were not provided complete and accurate wage statements.

9 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that they had a duty to maintain accurate and complete payroll records in
11 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
12 and intentionally failed to do so.

13 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that other non-party Aggrieved Employees were entitled to timely
15 payment of all wages earned upon termination of employment. In violation of the California
16 Labor Code, other non-party Aggrieved Employees did not receive payment of all wages due,
17 including, but not limited to, overtime wages, minimum wages, reporting time pay, and meal
18 and rest period premiums, within permissible time periods.

19 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 timely payment of wages during their employment. In violation of the California Labor Code,
22 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
23 including, but not limited to, overtime wages, minimum wages, reporting time pay, and meal
24 and rest period premiums, within permissible time periods.

25 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 be paid reporting time pay when they reported to work for their scheduled shift but were put to
28 work for less than half of the regular schedule. In violation of the California Labor Code,

1 Defendants did not pay Plaintiff and other non-party Aggrieved Employees all reporting time
2 pay due.

3 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive reimbursement for all business-related expenses and costs they incurred during the
6 course and scope of their employment and that they did not receive reimbursement of
7 applicable business-related expenses and costs incurred.

8 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants knew or should have known that Defendants had a duty to provide
10 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
11 of their employment with Defendants as required by the California Wage Theft Prevention
12 Act, but willfully, knowingly, and intentionally failed to do so.

13 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to compensate
15 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
16 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
17 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
18 that they were properly denied wages, all in order to increase Defendants' profits.

19 39. At all times herein set forth, PAGA provides that any provision of law under
20 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
21 assessed and collected by the LWDA for violations of the California Labor Code and
22 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
23 civil action brought on behalf of themselves and other current or former employees pursuant
24 to procedures outlined in California Labor Code section 2699.3.

25 40. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
26 person who was employed by the alleged violator and against whom one or more of the
27 alleged violations was committed."

28 41. Plaintiff and other current and former employees of Defendants are "aggrieved

employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former employees and one or more of the alleged violations were committed against them.

42. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee shall give written notice by online filing (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

43. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing to the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

44. On June 12, 2020, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-793272-20. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated June 12, 2020, is attached hereto as "Exhibit 1."

45. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

46. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for

violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

47. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order. Plaintiff, acting in the public interest as private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order.

48. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth above.

49. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

50. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all

1 other non-party Aggrieved Employees, and the State of California against Defendants for
2 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 516,
3 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

4 **FIRST CAUSE OF ACTION**

5 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

6 **(Against all Defendants)**

7 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 52. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
11 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
12 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
13 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
14 those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and
15 2810.5.

16 53. Defendants’ conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
19 applicable IWC wage order for Defendants’ failure to compensate
20 Plaintiff and other non-party Aggrieved Employees with at least
21 minimum wages for all hours worked as set forth below;
- 22 (b) Violation of Labor Code sections 510, 1198, and the applicable IWC
23 wage order for Defendants’ failure to compensate other non-party
24 Aggrieved Employees with all required overtime pay and failure to
25 properly calculate the overtime rates paid to other non-party Aggrieved
26 Employees, as set forth below;
- 27 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
28 applicable IWC wage order for Defendants’ failure to provide Plaintiff

1 and other non-party Aggrieved Employees with meal periods, as set
2 forth below;

3 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
4 IWC wage order for Defendants' failure to authorize and permit
5 Plaintiff and other non-party Aggrieved Employees to take rest periods,
6 as set forth below;

7 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
8 wage order for failure to provide accurate and complete wage statements
9 to Plaintiff and other non-party Aggrieved Employees, as set forth
10 below;

11 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
12 IWC wage order for failure to maintain payroll records as set forth
13 below;

14 (g) Violation of Labor Code section 204 for failure to pay all earned wages
15 during employment as set forth below;

16 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
17 earned wages upon termination as set forth below;

18 (i) Violation of Labor Code section 1198 and the applicable IWC wage
19 order for failure to pay reporting time pay when Plaintiff and other non-
20 party Aggrieved Employees were put to work for less than half of their
21 regular scheduled shifts, as set forth below;

22 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
23 and other non-party Aggrieved Employees for all business expenses
24 necessarily incurred, as set forth below; and

25 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
26 provide written notice of information material to Plaintiff's and other
27 non-party Aggrieved Employees' employment with Defendants, as set
28 forth below.

1 **FAILURE TO PAY MINIMUM WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

3 54. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
5 to be paid to employees, and the payment of a wage less than the minimum so fixed is
6 unlawful. Compensable work time is defined by the applicable wage order as “the time
7 during which an employee is subject to the control of an employer, and includes all the time
8 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code.
9 Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”).

10 55. First, during the relevant period, Defendants have required Plaintiff and other
11 non-party Aggrieved Employees to drive to distant delivery locations, but have not
12 compensated them properly for their time spent traveling from these locations. Specifically,
13 Plaintiff and other non-party Aggrieved Employees are not paid for the period between the
14 time they complete their final delivery and their arrival home. Plaintiff and other non-party
15 Aggrieved Employees are required to clock out immediately after they complete their final
16 delivery for the day, even when the delivery location is several hours away from Defendants’
17 facility or technicians’ homes. Thus, Plaintiff and other non-party Aggrieved Employees are
18 not fully compensated for this travel time, despite being under the direction and control of
19 Defendants.

20 56. Second, during the relevant period, Defendants have, systematically, and on a
21 company-wide basis, scheduled and dispatched their technicians to respond to delivery
22 appointments without building in sufficient time to allow for 30-minute meal periods, such
23 that Plaintiff and other non-party Aggrieved Employees are prevented from taking all timely,
24 uninterrupted thirty (30) minute meal periods, and/or also have led to them working off-the-
25 clock during their meal periods to complete their assigned appointments. Appointments can
26 take longer than the time Defendants allot for them, such that Plaintiff and other non-party
27 Aggrieved Employees are unable to take compliant meal periods. In conjunction with varying
28 appointment durations, travel time between appointments can take longer than anticipated due

1 to traffic conditions, which further impedes Plaintiff and other non-party Aggrieved
2 Employees from taking compliant meal periods. And, upon information and belief,
3 Defendants have no mechanism in place to permit Plaintiff and other non-party Aggrieved
4 Employees to take meal periods when the schedule is thrown off because one or more of their
5 appointments took longer than the scheduled time, or if travel time between appointments is
6 extended by traffic conditions.

7 57. Additionally, Defendants' management has instructed technicians that they are
8 expected to arrive to appointments within the first 30 minutes of a scheduled two (2) hour
9 window or face discipline. Defendants' company-wide policy and/or practice of allotting too
10 little time for technicians to actually complete the jobs, while still requiring that technicians be
11 on time for their next appointment, has prevented Plaintiff and other non-party Aggrieved
12 Employees from being relieved of their duties to take timely meal periods. As a result,
13 Plaintiff and other non-party Aggrieved Employees have not always been provided
14 uninterrupted 30-minute meal periods during shifts in which they were entitled to receive a
15 meal period.

16 58. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
17 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
18 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
19 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
20 1194, 1197, and 1198.

21 59. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
22 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
23 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

25 **FAILURE TO PAY OVERTIME**

26 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

27 60. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

4 61. California Labor Code section 1198 and the applicable IWC Wage Order
5 provide that it is unlawful to employ persons without compensating them at a rate of pay
6 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
7 number of hours worked by the person on a daily or weekly basis.

8 62. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
10 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
11 one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
12 hours in a workweek.

13 63. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
15 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
16 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
17 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

18 64. California Labor Code section 510 codifies the right to overtime compensation
19 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
20 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
21 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
22 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
23 in a day on the seventh (7th) day of work.

24 65. As set forth above, other non-party Aggrieved Employees are not paid for the
25 period between the time they completed their final delivery and arrival home, despite being
26 under the direction and control of Defendants. Also, as set forth above, due to Defendants’
27 company-wide scheduling practices and policies, other non-party Aggrieved Employees are
28 forced to forego meal periods and/or have their meal periods interrupted by work in order to

1 complete their assigned delivery appointments.

2 66. Defendants knew or should have known that, as a result of these company-wide
3 practices and/or policies, other non-party Aggrieved Employees were performing their
4 assigned duties during their meal periods, and were suffered or permitted to perform work for
5 which they were not paid. Defendants also knew, or should have known, that it did not
6 compensate other non-party Aggrieved Employees applicable overtime rates of pay for
7 overtime hours that they worked.

8 67. Because other non-party Aggrieved Employees have worked shifts of eight (8)
9 hours a day or more or forty (40) hours a week or more, some of this off-the-clock work
10 qualified for overtime premium pay. Therefore, other non-party Aggrieved Employees were
11 not paid overtime wages for all of the overtime hours they actually worked. Defendants'
12 failure to pay other non-party Aggrieved Employees the balance of overtime compensation, as
13 required by California law, violates the provisions of California Labor Code sections 510 and
14 1198.

15 68. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
16 correct overtime rate for the recorded overtime hours that they generated. In addition to an
17 hourly wage, Defendants paid other non-party Aggrieved Employees commissions, incentive
18 pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of
19 the California Labor Code, Defendants have failed to incorporate all compensation, including
20 but not limited to, all commissions, incentive pay, nondiscretionary bonuses, and/or other
21 forms of remuneration, into the calculation of the regular rate of pay for purposes of
22 calculating the overtime wage rate. Therefore, during times when other non-party Aggrieved
23 Employees worked overtime and received these other forms of pay, Defendants have failed to
24 pay all overtime wages by paying a lower overtime rate than required.

25 69. Defendants' failure to pay other non-party Aggrieved Employees the balance of
26 overtime compensation as required by California law, violates the provisions of California
27 Labor Code sections 510 and 1198. Other non-party Aggrieved Employees are entitled to
28 recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

70. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

71. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

72. At all relevant times herein set forth, California Labor Code section 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

73. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

74. Defendants have a company-wide policy and/or practice of scheduling their technicians to meet specific delivery windows, in such a way that prevents Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they are entitled. As stated, delivery appointments and travel time can take longer than the time Defendants allot for them, such that Plaintiff and other non-party Aggrieved Employees

1 are unable to take compliant meal periods. Moreover, Defendants' management has instructed
2 technicians that they are expected to arrive to appointments within the first 30 minutes of a
3 scheduled two (2) hour window or face discipline. Upon information and belief, Defendants
4 have no mechanism in place to permit Plaintiff and other non-party Aggrieved Employees to
5 take meal periods when the schedule is thrown off because one or more of their appointments
6 took longer than the scheduled time, or if travel time between appointments is extended by
7 traffic conditions. As a result of Defendants' practices and/or policies, Plaintiff and other
8 non-party Aggrieved Employees have had to work through part or all of their meal periods,
9 have their meal periods interrupted, and/or wait extended periods of time before taking meal
10 periods. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
11 waivers on days that they were entitled to meal periods and were not relieved of all duties.

12 75. Defendants knew or should have known that as a result of their policies,
13 Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to
14 take timely, uninterrupted meal periods. Defendants further knew or should have known that
15 they did not pay Plaintiff and other non-party Aggrieved Employees meal period premium
16 wages when they were missed, late, short, and/or interrupted.

17 76. Defendants also have engaged in a company-wide practice and/or policy of not
18 paying meal period premiums owed when compliant meal periods are not provided. Because
19 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
20 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the
21 extent that Defendants did pay meal period premium wages to other non-party Aggrieved
22 Employees, they did so at the incorrect rates. Because Defendants did not properly calculate
23 other non-party Aggrieved Employees' regular rates of pay by including all remunerations,
24 such as commissions, incentive pay, and/or nondiscretionary bonuses, any premiums paid for
25 meal period violations were also paid at an incorrect rate and resulted in an underpayment of
26 meal period premium wages.

27 77. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
28 Employees compliant meal periods and failed to pay the full meal period premiums due.

1 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
2 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
3 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
4 (g).

5 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

6 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

7 78. At all relevant times herein set forth, the applicable IWC Wage Order and
8 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and other
9 non-party Aggrieved Employees' employment by Defendants.

10 79. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3½) hours.

16 80. At all relevant times, California Labor Code section 226.7 provides that no
17 employer shall require an employee to work during any rest period mandated by an applicable
18 order of the California IWC. To comply with its obligation to authorize and permit rest
19 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
20 employer must "relinquish any control over how employees spend their break time, and
21 relieve their employees of all duties—including the obligation that an employee remain on
22 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
23 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

24 81. Pursuant to the applicable IWC Wage Order and California Labor Code section
25 226.7, Plaintiff and other non-party Aggrieved Employees are entitled to recover from
26 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
27 required rest period was not authorized and permitted.

28 82. During the relevant time period, Defendants have regularly failed to authorize

1 and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
2 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
3 Defendants' company-wide scheduling policies and practices while simultaneously pressuring
4 employees to meet delivery deadlines, prevented Plaintiff and other non-party Aggrieved
5 Employees from being relieved of all duty to take compliant rest periods. Defendants have
6 also failed to schedule rest periods, which, coupled with Defendants' failure to provide
7 adequate rest period coverage, further has led to Plaintiff and other non-party Aggrieved
8 Employees not being authorized and permitted to take compliant rest periods.

9 83. Furthermore, upon information and belief, during the relevant time period,
10 Defendants have implemented a company-wide on-premises rest period policy, which
11 mandated that other non-party Aggrieved Employees remain on Defendants' premises during
12 their rest periods. Because other non-party Aggrieved Employees are restricted from leaving
13 the premises during rest periods, they are denied the ability to use their rest periods freely for
14 their own purposes. Thus, Defendants have effectively maintained control over other non-
15 party Aggrieved Employees during rest periods.

16 84. As a result of Defendants' practices and policies, Plaintiff and other non-party
17 Aggrieved Employees have worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or
18 in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
19 were entitled. For example, throughout his employment, Plaintiff has never been authorized
20 or permitted to take rest periods.

21 85. Defendants also have engaged in a company-wide practice and/or policy of not
22 paying all rest period premiums owed when compliant rest periods are not authorized or
23 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
24 Employees have not received premium pay for all missed rest periods. Alternatively, to the
25 extent that Defendants did pay rest period premium wages to other non-party Aggrieved
26 Employees, they did so at the incorrect rates. Because Defendants did not properly calculate
27 other non-party Aggrieved Employees' regular rates of pay by including all remunerations,
28 such as commissions, incentive pay, and/or nondiscretionary bonuses, any premiums paid for

1 rest period violations were also paid at an incorrect rate and resulted in an underpayment of
2 rest period premium wages.

3 86. Defendants' conduct violates the applicable IWC Wage Order and California
4 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (g).

7 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
8 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

9 87. At all relevant times herein, California Labor Code section 226(a) provides that
10 every employer shall furnish each of his or her employees an accurate and complete itemized
11 wage statement in writing, including, but not limited to, the name and address of the legal
12 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
13 applicable rates of pay.

14 88. During the relevant time period, Defendants have knowingly and intentionally
15 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
16 inaccurate wage statements. For example, Defendants issued uniform wage statements to
17 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
18 earned; total hours worked; net wages earned; the correct address of the legal entity that is the
19 employer; and all applicable hourly rates in effect during the pay period, including overtime
20 rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically,
21 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

22 89. First, because Defendants did not record the time Plaintiff and other non-party
23 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
24 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
25 compliance with section 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
26 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
27 Employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of
28 pay in effect during the pay period and corresponding accurate number of work hours worked

1 at each hourly rate in violation of section 226(a)(9).

2 90. Second, because Defendants did not calculate other non-party Aggrieved
3 Employees' regular rate of pay correctly for purposes of paying overtime wages, Defendants
4 did not list the correct amount of gross wages earned by other non-party Aggrieved
5 Employees in compliance with section 226(a)(1) and did not list the correct amount of net
6 wages earned by other non-party Aggrieved Employees in violation of section 226(a)(5).
7 Defendants also failed to correctly list all applicable hourly rates in effect during the pay
8 period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in
9 violation of section 226(a)(9).

10 91. Third, and separate from these violations, Defendants issued uniform wage
11 statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly list
12 the correct address of the legal entity of the actual employer in violation of 226(a)(8). The
13 purpose of section 226(a)(8) is to provide California employees with transparency as to the
14 true identity of their employer, to allow the employee to contact their employer during
15 employment in the future for various reasons, including filing an administrative claim, judicial
16 claim, or other action to seek relief against their employer, to obtain unemployment benefits,
17 etc. Plaintiff's and other non-party Aggrieved Employees' wage statements incorrectly list
18 Defendants' address as "648 Grassmere Park **Dr 2nd Floor**, Nashville, TN 37211", but,
19 according to the California Secretary of State's website, Defendants' address is "648
20 Grassmere Park **Ste 100**, Nashville, TN 37211."

21 92. The wage statement deficiencies also include, without limitation, failing to list
22 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
23 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
24 only the last four digits of his or her social security number or an employee identification
25 number other than a social security number; failing to list the name of the legal entity that is
26 the employer; failing to list the inclusive dates of the period for which aggrieved employees
27 were paid; and/or failing to state all hours worked as a result of not recording or stating hours
28 worked off-the-clock.

1 93. California Labor Code section 1198 provides that the maximum hours of work
2 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
3 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
4 employment of any employees for longer hours than those fixed by the order or under
5 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
6 Wage Order, employers are required to keep accurate time records showing when the
7 employee begins and ends each work period and meal period. During the relevant time
8 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
9 and meal period start and stop times for Plaintiff and other non-party Aggrieved Employees,
10 in violation of section 1198.

11 94. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
14 plants or establishments at which employees are employed, payroll records showing the hours
15 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
16 applicable piece rate paid to, employees employed at the respective plants or establishments
17 . . .” At all relevant times, and in violation of Labor Code section 1174(d), Defendants
18 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
19 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
20 result of failing to record the off-the-clock hours that they worked.

21 95. Because Defendants’ violations of 226(a) and 1174(d) were committed against
22 Plaintiff and other non-party Aggrieved Employees, Plaintiff and other non-party Aggrieved
23 Employees are entitled to recover civil penalties pursuant to Labor Code sections 226.3,
24 1174.5, and/or 2699(a), (f), and (g).

25 **FAILURE TO PAY WAGES DURING EMPLOYMENT**
26 **VIOLATION OF LABOR CODE SECTION 204**

27 96. At all relevant times herein set forth, California Labor Code section 204
28 requires that all wages earned by any person in any employment between the 1st and the 15th

1 days, inclusive, of any calendar month, other than those wages due upon termination of an
2 employee, are due and payable between the 16th and the 26th day of the month during which
3 the labor was performed. Labor Code section 204 further provides that all wages earned by
4 any person in any employment between the 16th and the last day, inclusive, of any calendar
5 month, other than those wages due upon termination of an employee, are due and payable
6 between the 1st and the 10th day of the following month.

7 97. At all relevant times herein, California Labor Code section 204 also requires
8 that all wages earned for labor in excess of the normal work period shall be paid no later than
9 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
10 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
11 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
12 more than seven (7) calendar days following the close of the payroll period.

13 98. During the relevant time period, Defendants willfully failed to pay Plaintiff and
14 other non-party Aggrieved Employees all wages due to them within any time period specified
15 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
16 wages, reporting time pay, and meal and rest period premium wages.

17 99. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
18 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

19 **FAILURE TO PAY WAGES UPON TERMINATION**

20 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

21 100. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
22 that if an employer discharges an employee, the wages earned and unpaid at the time of
23 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
24 her employment, his or her wages shall become due and payable not later than seventy-two
25 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
26 his or her intention to quit, in which case the employee is entitled to his or her wages at the
27 time of quitting.

28 101. Defendants willfully failed to pay other non-party Aggrieved Employees who

1 are no longer employed by Defendants the earned and unpaid wages set forth above, including
2 but not limited to, overtime wages, minimum wages, reporting time pay, and meal and rest
3 period premium wages, either at the time of discharge, or within seventy-two (72) hours of
4 their leaving Defendants' employ.

5 102. Defendants' failure to pay those non-party Aggrieved Employees who are no
6 longer employed by Defendants their wages earned and unpaid at the time of discharge, or
7 within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code
8 sections 201 and 202. Other non-party Aggrieved Employees are therefore entitled to recover
9 civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

10 **FAILURE TO PAY REPORTING TIME PAY**

11 **VIOLATION OF LABOR CODE SECTION 1198**

12 103. California Labor Code section 1198 makes it illegal to employ an employee
13 under conditions of labor that are prohibited by the applicable wage order. California Labor
14 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
15 shall be the ... standard conditions of labor for employees. The employment of any employee
16 ... under conditions of labor prohibited by the order is unlawful."

17 104. California Code of Regulations, Title 8, section 11040(5)(A) provides that
18 "[e]ach workday an employee is required to report for work and does report, but is not put to
19 work or is furnished less than half said employee's usual or scheduled day's work, the
20 employee shall be paid for half the usual or scheduled day's work, but in no event for less
21 than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which
22 shall not be less than the minimum wage." The "primary purpose of the reporting time
23 regulation" is "to guarantee at least partial compensation for employees who report to work
24 expecting to work a specified number of hours, and who are deprived of that amount because
25 of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch*
26 *Cellular*, 209 Cal. App. 4th 556 (2012)

27 105. During the relevant time period, Defendants violated California Labor Code
28 section 1198 and California Code of Regulations, Title 8, section 11040(5), because

1 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time
2 pay when they reported to work for their scheduled shift but were put to work for less than
3 half of the regularly scheduled day's work.

4 106. Defendants have a company-wide practice of sending Plaintiff and other non-
5 party Aggrieved Employees home immediately within the first hour of work, if there are no
6 deliveries scheduled for the day, but do not pay Plaintiff and other non-party Aggrieved
7 Employees for half of their scheduled shift. Although Plaintiff and other non-party Aggrieved
8 Employees have reported to work based on the schedule that Defendants provided to them,
9 Defendants have sent them home before they have worked at least half of their scheduled
10 shifts without giving them all reporting time pay owed. Accordingly, Plaintiff and other non-
11 party Aggrieved Employees are not properly compensated with reporting time pay in violation
12 of California Labor Code section 1198.

13 107. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
14 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

15 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

16 **VIOLATION OF LABOR CODE SECTION 2802**

17 108. At all times herein set forth, California Labor Code section 2802 provides that
18 an employer must reimburse employees for all necessary expenditures and losses incurred by
19 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
20 to prevent employers from passing off their cost of doing business and operating expenses on
21 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
22 (2014). The applicable wage order, IWC Wage Order 4-2001, provides that: "[w]hen the
23 employer requires the use of tools or equipment or they are necessary to the performance of a
24 job, such tools and equipment shall be provided and maintained by the employer, except that
25 an employee whose wages are at least two (2) times the minimum wage may provide and
26 maintain hand tools and equipment customarily required by the particular trade or craft."

27 109. First, during the relevant time period, Defendants, on a company-wide basis,
28 require that Plaintiff and other non-party Aggrieved Employees utilize their own personal

1 cellular phones and/or cellular phone data to carry out their job duties, but have failed to
2 reimburse them for the costs of their cellular phone and/or data plans. Plaintiff and other non-
3 party Aggrieved Employees are required to install software on their phones to manage
4 delivery routes and communicate with customers. For example, Plaintiff uses his personal
5 cellular phone to communicate for 10-15 minutes per day with customers, attend
6 videoconference meetings, and communicate with management for up to 30 minutes every
7 other day providing updates on the status of his deliveries. Although Defendants require
8 Plaintiff and other non-party Aggrieved Employees to utilize their personal cellular phones to
9 carry out their work-related responsibilities, Defendants have failed to fully reimburse them
10 for this cost.

11 110. Second, Defendants, on a company-wide basis, have required Plaintiff and
12 other non-party Aggrieved Employees to utilize their own personal vehicles to carry out
13 company business, such as making deliveries, but have failed to fully reimburse them for all
14 costs of travel, including mileage. For example, Plaintiff and other non-party Aggrieved
15 Employees are required to uniformly deduct 50 miles from their daily mileage totals that they
16 report to Defendants for mileage reimbursement, in order to account for their daily commutes,
17 regardless of what their actual commuting distances are.

18 111. Defendants could have provided Plaintiff and other non-party Aggrieved
19 Employees with the actual tools for use on the job, such as company phones and company
20 vehicles or other paid transportation to be used for fulfilling work-related tasks, or,
21 Defendants could have reimbursed employees for the costs of their cellular phone expenses,
22 travel expenses, and mileage. Instead, Defendants have passed these operating costs off onto
23 Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff has not
24 earned at least two (2) times the minimum wage.

25 112. Defendants' company-wide policy and/or practice of passing on their operating
26 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
27 section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

1 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
2 **EMPLOYMENT - VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

3 113. California's Wage Theft Prevention Act was enacted to ensure that employers
4 provide employees with basic information material to their employment relationship at the
5 time of hiring, and to ensure that employees are given written and timely notice of any
6 changes to basic information material to their employment. Codified at California Labor
7 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
8 employer must provide written notice to employees containing basic and material payroll
9 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
10 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
11 overtime, the regular payday designated by the employer, and any allowances claims as part
12 of the minimum wage, including meal or lodging allowances. Labor Code section
13 2810.5(a)(1)(A)-(C).

14 114. During the relevant time period, Defendants failed to provide Plaintiff and
15 other non-party Aggrieved Employees with written notice that lists all the requisite
16 information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

17 115. Defendants' failure to provide Plaintiff and other non-party Aggrieved
18 Employees with written notice of basic information regarding their employment with
19 Defendants are in violation of Labor Code section 2810.5. Plaintiff and other non-party
20 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code
21 sections 2699(a), (f), and (g).

22 **REQUEST FOR JURY TRIAL**

23 Plaintiff requests a trial by jury.

24 **PRAYER FOR RELIEF**

25 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
26 judgment against Defendants, jointly and severally, as follows:

27 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
28 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 510 and 1198 (by failing to pay all overtime compensation); 226.7, 512, 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay all earned wages upon termination); 204 (by failing timely to pay all earned wages during employment); 1198 (by failing to pay reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment).

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

5. For pre-judgment and post-judgment interest as provided by law; and

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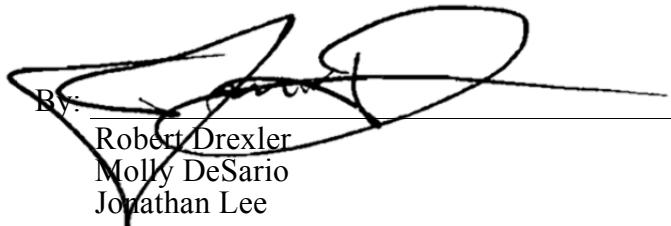
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1 6. For such other and further relief as the Court may deem equitable and
2 appropriate.

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4 Dated: August 17, 2020

Respectfully submitted,

Capstone Law APC

6
7  BY: _____
8 Robert Drexler
9 Molly DeSario
Jonathan Lee

10 Attorneys for Plaintiff Larry Clark
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Exhibit 1

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

June 12, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Larry Clark v. Asurion Insurance Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Larry Clark in connection with his claims under the California Labor Code. Mr. Clark is an employee of ASURION INSURANCE SERVICES, INC. and/or ASURION, LLC. For the purpose of this letter, Mr. Clark collectively refers to these entities as “ASURION.”

The employers may be contacted directly at the addresses below:

ASURION INSURANCE SERVICES, INC.
648 GRASSMERE PARK, STE 100
NASHVILLE TN 37211

ASURION, LLC
648 GRASSMERE PARK STE 100
NASHVILLE, TN 37211-3663

Mr. Clark intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Clark seeks relief on behalf of himself, the State of California, and other persons who are or were employed by ASURION in California as a non-exempt, hourly paid employee and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

ASURION has employed Mr. Clark as a non-exempt, hourly paid In-Home Expert since October or November 2019. Mr. Clark works for ASURION based out its office in Los Angeles, California. Mr. Clark typically works four (4) to five (5) hours or more per day, five (5) days per week, from 3:45 p.m. to 9:00 p.m. Mr. Clark is compensated approximately \$20.00 per hour. Mr. Clark’s primary job duties included, without limitation, driving to customers’ houses, delivering cellphones to customers, and selling extended warranties.

ASURION has committed one or more of the following Labor Code violations against Mr. Clark, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

ASURION’s Company-Wide and Uniform Payroll and HR Practices

ASURION INSURANCE SERVICES, INC. and ASURION, LLC are a Tennessee corporation and Delaware limited liability company, respectively. ASURION is provider of insurance for smartphones, tablets, consumer electronics, appliances, satellite receivers, and jewelry. Upon information and belief, ASURION maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Nashville, Tennessee, for all non-exempt, hourly paid employees working for ASURION in California, including Mr. Clark and other aggrieved employees. At all relevant times, ASURION issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Clark and other aggrieved employees, regardless of their location or position.

Upon information and belief, ASURION maintains a centralized Payroll department at its corporate headquarters in Nashville, Tennessee, which processes payroll for all non-exempt, hourly paid employees working for ASURION in California, including Mr. Clark and other aggrieved employees. Further, ASURION issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Clark and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, ASURION utilized the same methods and formulas when calculating wages due to Mr. Clark and other aggrieved employees in California.

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”).

First, during the relevant period, ASURION requires Mr. Clark and other aggrieved employees to drive to distant delivery locations, but does not compensate them properly for their time spent traveling from these locations. Specifically, Mr. Clark and other aggrieved employees are not paid for the period between the time they complete their final delivery and their arrival home. Mr. Clark

¹ These facts, theories, and claims are based on Mr. Clark’s experience and counsel’s review of those records currently available relating to Mr. Clark’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Clark reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

and other aggrieved employees are required to clock out immediately after they complete their final delivery for the day, even when the delivery location is several hours away from ASURION's facility or technicians' homes. Thus, Mr. Clark and other aggrieved employees are not fully compensated for this travel time, despite being under the direction and control of ASURION.

Second, during the relevant period, ASURION has, systematically, and on a company-wide basis, scheduled and dispatched its technicians to respond to delivery appointments without building in sufficient time to allow for 30-minute meal periods, such that Mr. Clark and other aggrieved employees are prevented from taking all timely, uninterrupted thirty (30) minute meal periods, and/or also has led to them working off-the-clock during their meal periods to complete their assigned appointments. Appointments can take longer than the time ASURION allots for them, such that Mr. Clark and other aggrieved employees are unable to take compliant meal periods. In conjunction with varying appointment durations, travel time between appointments can take longer than anticipated due to traffic conditions, which further impedes Mr. Clark and other aggrieved employees from taking compliant meal periods. And, upon information and belief, ASURION has no mechanism in place to permit Mr. Clark and other aggrieved employees to take meal periods when the schedule is thrown off because one or more of their appointments took longer than the scheduled time, or if travel time between appointments is extended by traffic conditions. Additionally, ASURION's management has instructed technicians that they are expected to arrive to appointments within the first 30 minutes of a scheduled two (2) hour window or face discipline. ASURION's company-wide policy and/or practice of allotting too little time for technicians to actually complete the jobs, while still requiring that technicians be on time for their next appointment, has prevented Mr. Clark and other aggrieved employees from being relieved of their duties to take timely meal periods. As a result, Mr. Clark and other aggrieved employees have not always been provided uninterrupted 30-minute meal periods during shifts in which they were entitled to receive a meal period.

Thus, ASURION did not pay minimum wages for all hours worked by Mr. Clark and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, ASURION did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, ASURION regularly failed to pay at least minimum wages to Mr. Clark and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Mr. Clark and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

ASURION willfully failed to pay all overtime wages owed to other aggrieved employees. During the relevant time period, other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

As set forth above, other aggrieved employees are not paid for the period between the time they completed their final delivery and arrival home, despite being under the direction and control of ASURION. Also, as set forth above, due to ASURION's company-wide scheduling practices and policies, other aggrieved employees are forced to forego meal periods and/or have their meal periods interrupted by work in order to complete their assigned delivery appointments.

ASURION knew or should have known that, as a result of these company-wide practices and/or policies, other aggrieved employees were performing their assigned duties during their meal periods, and were suffered or permitted to perform work for which they were not paid. ASURION also knew, or should have known, that it did not compensate other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because other aggrieved employees regularly have worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. ASURION's failure to pay other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, ASURION did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, ASURION paid other aggrieved employees commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, ASURION has failed to incorporate all compensation, including but not limited to, all commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, ASURION has failed to pay all overtime wages by paying a lower overtime rate than required.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under

California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs. tit. 8, § 11040(11)(D).

As stated, ASURION has, and continues to have, a company-wide policy and/or practice of scheduling its technicians to meet specific delivery windows, in such a way that prevents Mr. Clark and other aggrieved employees from taking all timely, uninterrupted meal periods to which they are entitled. As a result of ASURION's practices and/or policies, Mr. Clark and/or other aggrieved employees have had to work through part or all of their meal periods, have their meal periods interrupted, and/or wait extended periods of time before taking meal periods. Further, ASURION does not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Clark and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

ASURION knew or should have known that as a result of its policies, Mr. Clark and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. ASURION further knew or should have known that they did not pay Mr. Clark and other aggrieved employees meal period premium wages when they were missed, late, short, and/or interrupted.

ASURION also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Clark and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that ASURION did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because ASURION did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as commissions, incentive pay, and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, ASURION failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Mr. Clark and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest

periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, ASURION has regularly failed to authorize and permit Mr. Clark and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, ASURION’s company-wide scheduling policies and practices while simultaneously pressuring employees to meet delivery deadlines, prevented Mr. Clark and other aggrieved employees from being relieved of all duty to take compliant rest periods. ASURION has also failed to schedule rest periods, which, coupled with ASURION’s failure to provide adequate rest period coverage, further has led to Mr. Clark and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, during the relevant time period, ASURION has implemented a company-wide on-premises rest period policy, which mandated that other aggrieved employees remain on ASURION’s premises during their rest periods. Because other aggrieved employees are restricted from leaving the premises during rest periods, they are denied the ability to use their rest periods freely for their own purposes. Thus, ASURION has effectively maintained control over other aggrieved employees during rest periods.

As a result of ASURION’s practices and policies, Mr. Clark and other aggrieved employees have worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Clark has never been authorized or permitted to take rest periods.

ASURION also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Clark and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that ASURION did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, ASURION did not pay other aggrieved employees at the correct rate of pay for premium wages because ASURION failed to include all forms of compensation, such as commissions, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, ASURION failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Clark and other aggrieved employees are therefore entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. ASURION has not provided Mr. Clark and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, ASURION has knowingly and intentionally provided Mr. Clark and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, ASURION issued uniform wage statements to Mr. Clark and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the correct name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, ASURION violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because ASURION did not record the time Mr. Clark and other aggrieved employees spent working off-the-clock, ASURION did not list the correct amount of gross wages and net wages earned by Mr. Clark and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, ASURION failed to accurately list the total number of the hours worked by Mr. Clark and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because ASURION did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, ASURION did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). ASURION also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, ASURION issued uniform wage statements to Mr. Clark and other aggrieved employees that failed to correctly list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Clark's and other aggrieved employees' wage statements incorrectly list the employer as "ASURION INSURANCE SERVICES INC," with the address 648 Grassmere Park **Dr 2nd Floor**, Nashville, TN 37211, but, according to the California Secretary of

State’s website, there is no such entity by this name or address. However, a similarly named entity, “ASURION INSURANCE SERVICES, INC.,” is listed on the California Secretary of State’s website with a different address, 648 Grassmere Park **Ste 100**, Nashville, TN 37211. *See example paystub below.*

asurion	
Asurion Insurance Services Inc 648 Grassmere Park Dr 2nd Floor Nashville, TN 37211 615-837-3000	
Pay Statement	
Period Start Date	05/16/2020
Period End Date	05/29/2020
Pay Date	06/05/2020
Document	100435907
Net Pay	\$820.17

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), ASURION willfully failed to maintain accurate payroll records for Mr. Clark and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, ASURION failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Mr. Clark and other aggrieved employees, in violation of section 1198. Furthermore, in light of ASURION’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, ASURION kept no records of meal start and end times for second meal periods.

Because ASURION failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Clark and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Clark and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine

whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Clark and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. During the relevant time period, ASURION failed to pay Mr. Clark and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, reporting time pay, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Clark and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

ASURION willfully failed to pay other aggrieved employees who are no longer employed by ASURION all their earned wages, including, but not limited to, overtime wages, minimum wages, reporting time pay, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving ASURION's employ in violation of California Labor Code sections 201, 202, and 203.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, ASURION violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5), because ASURION has failed to pay Mr. Clark and other aggrieved employees reporting time pay when they have reported to work for their scheduled shift but were put to work for less than half of the regular schedule. ASURION has a company-wide practice of sending Mr. Clark and other aggrieved employees home immediately within the first hour of work, if there are no deliveries scheduled for the day, but does not pay Mr. Clark and other aggrieved employees for half of their scheduled shift. Although Mr. Clark and other aggrieved employees have reported to work based on the schedule that ASURION provided to them, ASURION has sent them home before they have worked at least half of their scheduled shifts without giving them all reporting time pay owed. Accordingly, Mr. Clark and other aggrieved employees are not properly compensated with reporting time pay in violation of California Labor Code section 1198.

Mr. Clark and other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, ASURION, on a company-wide basis, requires that Mr. Clark and other aggrieved employees utilize their own personal cellular phones and/or cellular phone data

to carry out their job duties, but has failed to reimburse them for the costs of their cellular phone and/or data plans. Mr. Clark and other aggrieved employees are required to install software on their phones to manage delivery routes and communicate with customers. For example, Mr. Clark uses his personal cellular phone to communicate for 10-15 minutes per day with customers, attend videoconference meetings, and communicate with management for up to 30 minutes every other day providing updates on the status of his deliveries. Although ASURION requires Mr. Clark and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, ASURION has failed to fully reimburse them for this cost.

Second, ASURION, on a company-wide basis, has required Mr. Clark and other aggrieved employees to utilize their own personal vehicles to carry out company business, such as making deliveries, but has failed to fully reimburse them for all costs of travel, including mileage. For example, Mr. Clark and other aggrieved employees are required to uniformly deduct 50 miles from their daily mileage totals that they report to ASURION for mileage reimbursement, in order to account for their daily commutes, regardless of what their actual commuting distances are.

ASURION could have provided Mr. Clark and other aggrieved employees with the actual tools for use on the job, such as company phones and company vehicles or other paid transportation to be used for fulfilling work-related tasks, or, ASURION could have reimbursed employees for the costs of their cellular phone expenses, travel expenses, and mileage. Instead, ASURION has passed these operating costs off onto other aggrieved employees. At all relevant times, Mr. Clark has not earned at least two (2) times the minimum wage.

Thus, ASURION had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Clark and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

ASURION failed to provide Mr. Clark and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). ASURION's failure to provide Mr. Clark and other aggrieved employees with written notice of basic information regarding their employment with ASURION is in violation of Labor Code section 2810.5.

Mr. Clark and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." ASURION, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Clark's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Clark seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Clark, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against ASURION for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Clark seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Clark's reasonable attempt to settle his dispute with ASURION prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform ASURION of Mr. Clark's aforementioned grievances and the proposed remedies as detailed below, while affording ASURION a reasonable opportunity to satisfy Mr. Clark's demands.

Demand is hereby made that ASURION shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. ASURION shall pay Mr. Clark and all other aggrieved employees employed by ASURION at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. ASURION shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid reporting time pay.
3. ASURION shall conduct a survey or interview all current and former aggrieved employees in California who worked for ASURION in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal

periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for travel and cellular phone expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. ASURION shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. ASURION also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. ASURION shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for ASURION's benefit, including, but not limited to, costs of, travel and cellular phone expenses, as required by Labor Code section 2802.
6. ASURION shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. ASURION shall provide Mr. Clark and all aggrieved employees employed by ASURION at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. ASURION shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
9. ASURION shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. ASURION shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, 1199, and 2699, and Wage Order No. 4-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

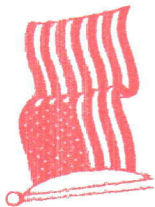
Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Anthony Castillo

Copy: ASURION INSURANCE SERVICES, INC. (via U.S. Certified Mail); ASURION, LLC (via U.S. Certified Mail)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ASURION INSURANCE SERVICES, INC.
648 GRASSMERE PARK, STE 100
NASHVILLE TN 37211



9590 9403 0424 5163 3612 20

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4315

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



7020 0090 0001 3768 4315

ASURION INSURANCE SERVICES, INC.
648 GRASSMERE PARK, STE 100
NASHVILLE TN 37211

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com®.**OFFICIAL USE**

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.80☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

ASURION INSURANCE SERVICES, INC.

648 GRASSMERE PARK, STE 100

NASHVILLE TN 37211

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
HereClark v. Asurion
Insurance Service
Inc.

stone

LAW APC

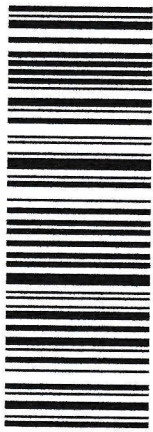
Century Park East, Ste 1000
Nashville, TN 37211

tone

LAW APC

ury Park East, Ste 1000
es, CA 90067

CERTIFIED MAIL®



7019 2280 0000 7398 7456



ASURION, LLC
648 GRASSMERE PARK STE 100
NASHVILLE, TN 37211-3663

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ASURION, LLC
648 GRASSMERE PARK STE 100
NASHVILLE, TN 37211-3663



9590 9403 0424 5163 3612 13

2. Article Number (Transfer from service label)

7019 2280 0000 7398 7456

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

ASURION, LLC
Street and Apt. No., or PO Box No.
648 GRASSMERE PARK STE 100
City, State, ZIP+4®
NASHVILLE, TN 37211-3663

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
HereClark v. Asurion,
LLC

7019 2280 0000 7398 7456

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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ASURION INSURANCE SERVICES, INC.
648 GRASSMERE PARK, STE 100
NASHVILLE TN 37211



9590 9403 0424 5163 3612 20

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4315

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ASURION, LLC
648 GRASSMERE PARK STE 100
NASHVILLE, TN 37211-3663



9590 9403 0424 5163 3612 13

2. Article Number (Transfer from service label)

7019 2280 0000 7398 7456

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt