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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
6/27/2025 1:44 PM
By: Elda Ramirez, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO COUNTY**

STEPHANIE MARTINS as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

CENTURYLINK MANAGEMENT
COMPANY; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIVSB2513093

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

**(1) VIOLATION OF LABOR CODE §§ 510,
558 AND 1194;**

(2) VIOLATION OF LABOR CODE § 226;

**(3) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;**

(4) VIOLATION OF LABOR CODE § 2698

DEMAND OVER \$25,000.00

1 Plaintiff Stephanie Martins (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendant CenturyLink Management
3 Company (“Defendant”), and Does 1 through 50 (collectively, “Defendants”), on behalf of
4 herself and a class of all other similarly situated current and former employees of Defendant for
5 penalties, damages and/or restitution, as follows:

6 **INTRODUCTION**

7 1. This class action is within the Court’s jurisdiction under California Labor Code
8 sections 201, 202, 203, 204, 226(a), 510, 558, 1194, 1197, 1197.1 and 2698 *et. seq.*, California
9 Business and Professions Code section 17200, *et seq.* (the “UCL”), and the applicable Wage
10 Orders of the California Industrial Welfare Commission (“IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code and the UCL against individuals who worked for
13 Defendant.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 jointly and severally, have acted intentionally and with deliberate indifference and conscious
16 disregard to the rights of all employees by: (a) failing to pay overtime wages to non-exempt
17 employees who work in excess of eight hours in a workday, in violation of Labor Code sections
18 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all earned wages upon separation of
19 employment, in violation of Labor Code sections 201, 202 and 203; (c) failing to provide
20 accurate itemized wage statements, in violation of Labor Code section 226; and (d) engaging in
21 Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable
22 IWC Wage Orders.

23 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 have engaged in, among other things a system of willful violations of the California Labor Code
25 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
26 customs that knowingly deny employees the above stated rights and benefits.

27 5. The policies, practices, and customs of Defendant described above and below
28 have resulted in unjust enrichment of Defendant and an unfair business advantage over

businesses that routinely adhere to the strictures of the California Labor Code and the California Business and Professions Code.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code sections 201, 202, 203, 204, 226(a), 510, 558, 1194, 1197, 1197.1 and 2698 et. seq., the UCL, and the applicable Wage Orders.

7. Venue is proper in San Bernardino County because the events and omissions giving rise to the claims alleged herein occurred in San Bernardino County, and/or Defendant conducts business and employed Plaintiff within San Bernardino County.

PARTIES

8. During the approximate period of December 22, 2024 to April 11, 2025, Plaintiff was employed by Defendant as a Customer Care Specialist. For the duration of her employment, Plaintiff was an hourly, non-exempt employee.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code sections 201, 202, 203, 204, 226(a), 510, 558, 1194, 1197, 1197.1 and 2698 et. seq., the UCL, and the applicable Wage Orders.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant CenturyLink Management Company was and is a Delaware corporation that maintains operations in the State of California, including in San Bernardino County. Plaintiff is informed and believes, and based thereon alleges, that Defendant offers various services including internet, phone, and television to residential and small business customers across the United States and in the State of California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code and the UCL.

1 12. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
3 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
4 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
5 based thereon alleges that each of said fictitious defendants was responsible in some way for the
6 matters alleged herein and proximately caused Plaintiff and members of the general public and
7 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

8 13. At all times herein mentioned, each defendant participated in the doing of the acts
9 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
10 and each of them, were the agents, servants, and employees of each of the other defendants, as
11 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
12 course and scope of said agency and employment.

13 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
15 joint venturer of, or working in concert with each of the other co-Defendants and was acting
16 within the course and scope of such agency, employment, joint venture, or concerted activity. To
17 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
18 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
19 Defendants.

20 15. At all times herein mentioned, Defendants, and each of them, were members of,
21 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
22 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

23 16. At all times herein mentioned, the acts and omissions of various Defendants, and
24 each of them, concurred and contributed to the various acts and omissions of each and all of the
25 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
26 herein mentioned, Defendants, and each of them, ratified each and every act or omission
27 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
28 abetted the acts and omissions of each and all of the other Defendants in proximately causing the

damages as herein alleged.

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382. Plaintiff proposes the following classes (together, the “Class” or “Class Members”):

- a. All current and former non-exempt employees of Defendant in the State of California who did not receive overtime wages for all hours worked in excess of eight (8) hours in a workday, at any time from May 8, 2021 to the present (the “Overtime Class” or “Overtime Class Members”); and
- b. All current and former non-exempt employees of Defendant in the State of California who received the payment of shift differential wages at any time from May 8, 2024 to the present (the “Wage Statement Class” and “Wage Statement Class Members”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendant’s records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendant: (a) failed to pay overtime wages to non-exempt employees who work in excess of eight hours in a workday, in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (b) failed to pay all earned wages upon separation of employment, in violation of Labor Code sections 201, 202 and 203; (c) failed to provide accurate itemized wage statements, in violation of Labor Code section 226; and (d) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in

1 California state and federal courts.

2 20. Defendant uniformly administered a corporate policy, practice of: (a) failing to
3 pay overtime wages to non-exempt employees who work in excess of eight hours in a workday,
4 in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all
5 earned wages upon separation of employment, in violation of Labor Code sections 201, 202 and
6 203; (c) failing to provide accurate itemized wage statements, in violation of Labor Code section
7 226; and (d) engaging in Unfair Business Practices in violation of the UCL, the California Labor
8 Code, and the applicable IWC Wage Orders.

9 21. **Common Question of Law and Fact:** There are predominant common questions
10 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
11 concerning Defendant's policy and practice of: (a) failing to pay overtime wages to non-exempt
12 employees who work in excess of eight hours in a workday, in violation of Labor Code sections
13 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all earned wages upon separation of
14 employment, in violation of Labor Code sections 201, 202 and 203; (c) failing to provide
15 accurate itemized wage statements, in violation of Labor Code section 226; and (d) engaging in
16 Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable
17 IWC Wage Orders.

18 22. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
19 Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
20 manner as the Class Members. As with other non-exempt employees, Plaintiff worked shifts that
21 lasted at least ten (10) hours per workday, four (4) days per week. Plaintiff did not receive the
22 payment of overtime wages when she worked more than eight (8) hours per workday. To date,
23 Plaintiff has yet to receive the underpaid overtime wages owed to her, within the deadlines set
24 forth in Labor Code sections 201, 202 and 203. As such, Plaintiff is owed waiting time penalties.

25 23. As a result of the underpayment and/or non-payment of overtime wages alleged
26 above, the wage statements issued to Plaintiff violated Labor Code section 226. More
27 specifically, the wage statements displayed the inaccurate net wages, gross wages, and/or hours
28 worked. Additionally, whenever shift differential wages were paid, the wage statements issued to

1 Plaintiff did not identify the accurate total hours worked. In particular, when the hours shown on
2 the wage statements are added up, they do not appear to correspond to the actual total hours
3 worked. Therefore, Plaintiff is a member of the Class and has suffered the alleged violations of
4 California Labor Code sections 201, 202, 203, 226(a), 510, 558, 1194, 1197, and 1197.1, and the
5 UCL.

6 24. The California Labor Code upon which Plaintiff bases these claims are broadly
7 remedial in nature. These laws and labor standards serve an important public interest in
8 establishing minimum working conditions and standards in California. These laws and labor
9 standards protect the average working employee from exploitation by employers who may seek
10 to take advantage of superior economic and bargaining power in setting onerous terms and
11 conditions of employment.

12 25. The nature of this action and the format of laws available to Plaintiff and
13 members of the Class identified herein make the class action format a particularly efficient and
14 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
15 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
16 advantage since it would be able to exploit and overwhelm the limited resources of each
17 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
18 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
19 employees who would be disinclined to file an action against their former and/or current
20 employer for real and justifiable fear of retaliation and permanent damage to their careers at
21 subsequent employment.

22 26. The prosecution of separate actions by the individual class members, even if
23 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
24 to individual Class Members against the Defendants and which would establish potentially
25 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
26 individual Class Members which would, as a practical matter, be dispositive of the interest of the
27 other Class Members not parties to the adjudications or which would substantially impair or
28 impede the ability of the Class Members to protect their interests. Further, the claims of the

individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

27. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 218.5, 226, and 1194, the applicable IWC Wage Orders, and Code of Civil Procedure section 1021.5.

28. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Plaintiff Class to recovery on the causes of action alleged herein.

29. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 510, 558 AND 1194

(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

31. This cause of action is brought pursuant to Labor Code sections 510, 558 and 1194, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

32. Plaintiff and Overtime Class Members worked shifts that lasted at least ten (10) hours per workday, four (4) days per workweek. As a pattern and practice, Defendant failed to pay Plaintiff and Overtime Class Members overtime wages when they worked more than eight (8) hours per workday. As a result of such policy and practice, Defendant failed to pay and/or

1 underpaid overtime wages to Plaintiff and the Overtime Class.

2 33. Plaintiff is informed and believes and based thereon alleges that Defendant
3 willfully failed to pay Plaintiff and the Overtime Class wages due and owing to them.
4 Defendant's willful and intentional failure to provide wages due and owing to separated
5 Overtime Class Members resulted in continued payment of wages up to thirty (30) days from the
6 time the wages are due. Therefore, all members of the Overtime Class who have separated from
7 employment are entitled to compensation as per Labor Code section 203.

8 34. Such a pattern, practice, and uniform administration of corporate policy regarding
9 illegal employee compensation as described herein is unlawful and creates an entitlement to
10 recovery by Plaintiff and the Overtime Class in a civil action, for the unpaid balance of the full
11 amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit
12 according to the mandate of California Labor Code sections 201, 202, 203, 510, 558, 1194, 1197,
13 and 1197.1.

14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE § 226**

16 **(BY PLAINTIFF, OVERTIME CLASS MEMBERS, AND WAGE STATEMENT CLASS**
17 **MEMBERS AGAINST ALL DEFENDANTS)**

18 35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
19 though fully set forth herein.

20 36. Defendant failed in its affirmative obligation to provide accurate itemized wage
21 statements, in violation of Labor Code section 226.

22 37. Plaintiff and the Class were paid hourly. As such, the wage statements should
23 have reflected the applicable hourly rates of pay, total hours worked, and gross and net wages
24 earned, pursuant to Labor Code section 226. However, the wage statements issued by Defendant
25 to Plaintiff, Overtime Class Members and Wage Statement Class Members failed to identify such
26 information accurately.

27 38. As a result of the underpayment and/or nonpayment of overtime wages,
28 Defendant issued inaccurate wage statements to Plaintiff and Overtime Class Members. In this

1 regard, the wage statements failed to accurately identify the hours worked, gross wages earned,
2 and net wages earned.

3 39. Separately, Plaintiff and Wage Statement Class Members earned various forms of
4 shift differential wages. When shift differential wages were paid, the corresponding wage
5 statement failed to accurately display the total hours worked. In particular, when the hours shown
6 on the wage statements are added up, they do not appear to reflect the actual total hours worked.

7 40. Such a pattern, practice, and uniform administration of corporate policy as
8 described herein is unlawful and creates an entitlement to recovery by Plaintiff, Overtime Class
9 Members and Wage Statement Class Members in a civil action, for all damages or penalties
10 pursuant to Labor Code section 226, including interest thereon, attorneys' fees, and costs of suit
11 according to the mandate of California Labor Code section 226.

12 **THIRD CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

14 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

15 41. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
16 though fully set forth herein.

17 42. Defendant has engaged and continues to engage in unfair and unlawful business
18 practices in California by practicing, employing, and utilizing the employment practices outlined
19 above, including by failing to pay overtime wages to Overtime Class Members who work in
20 excess of eight hours in a workday, in violation of Labor Code sections 510, 558, 1194, 1197,
21 and 1197.1

22 43. Defendant's utilization of such unfair and unlawful business practices constitutes
23 unfair and unlawful competition and provides an unfair advantage over Defendant's competitors.

24 44. Plaintiff seeks, individually and on behalf of other members of the Class similarly
25 situated, full restitution of monies, as necessary and according to proof, to restore any and all
26 monies withheld, acquired and/or converted by the Defendant by means of the unfair practices
27 complained of herein.

28 45. Plaintiff is informed and believes, and based thereon alleges, that at all times

herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code section 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, ET. SEQ.

**(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,
AGAINST ALL DEFENDANTS)**

46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

47. Plaintiff brings this cause of action, on behalf of and as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from April 28, 2024, through the present, for Defendant's policy and practice of: (a) failing to pay overtime wages to non-exempt employees who work in excess of eight hours in a workday, in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (b) failing to pay all earned wages upon separation of employment, in violation of Labor Code sections 201, 202 and 203; and (c) failing to provide accurate itemized wage statements, in violation of Labor Code section 226.

48. Plaintiff and Aggrieved Employees worked shifts that lasted at least ten (10) hours per workday, four (4) days per workweek. As a pattern and practice, Defendant failed to pay Plaintiff and Aggrieved Employees overtime wages when they worked more than eight (8) hours per workday. As a result of such policy and practice, Defendant failed to pay and/or underpaid overtime wages to Plaintiff and Aggrieved Employees. Plaintiff is informed and believes and based thereon alleges that Defendant willfully failed to pay Plaintiff and Aggrieved Employees wages due and owing to them.

49. Plaintiff and Aggrieved Employees were paid hourly. As such, the wage statements should have reflected the applicable hourly rates of pay, total hours worked, and gross and net wages earned, pursuant to Labor Code section 226. However, the wage statements issued

1 by Defendant to Plaintiff and Aggrieved Employees failed to identify such information
2 accurately.

3 50. As a result of the underpayment and/or nonpayment of overtime wages,
4 Defendant issued inaccurate wage statements to Plaintiff and Aggrieved Employees. In this
5 regard, the wage statements failed to accurately identify the hours worked, gross wages earned,
6 and net wages earned. Without identifying the correct total hours worked and wages earned,
7 Plaintiff and Aggrieved Employees will have no way of verifying the amount of hours they
8 worked each particular pay period or whether they were correctly paid wages for each particular
9 pay period.

10 51. Separately, Plaintiff and Aggrieved Employees earned various forms of shift
11 differential wages. When shift differential wages were paid, the corresponding wage statement
12 failed to accurately display the total hours worked. In particular, when the hours shown on the
13 wage statements are added up, they do not appear to reflect the actual total hours worked.

14 52. On or about April 28, 2025, Plaintiff sent written notice to the California Labor &
15 Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code sections
16 201, 202, 203, 204, 226(a), 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code section
17 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). To date, the LWDA has not
18 responded to Plaintiff’s written notice.

19 53. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
20 and all applicable civil penalties for Defendant’s violations of Labor Code sections 201, 202,
21 203, 204, 226(a), 510, 558, 1194, 1197, and 1197.1 for the time period described above, on
22 behalf of himself and other Aggrieved Employees.

23 54. d

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf
26 this suit is brought against Defendants, jointly and severally, as follows:

- 27 1. For an order certifying the proposed classes;
28 2. For an order appointing Plaintiff as the representative of the classes as described

herein;

3. For an order appointing counsel for Plaintiff as class counsel;

4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 201, 202, 203, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;

5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code section 226, and for costs and attorneys' fees;

6. Upon the Third Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendant by means of any acts or practices declared by this Court to be in violation of Business & Professions Code section 17200, *et seq.*, and for costs and attorneys' fees;

7. Upon the Fourth Cause of Action, for civil penalties pursuant to statute as set forth in California Labor Code sections 226.3 and 2699, and for costs and attorney's fees;

8. On all causes of action for attorneys' fees and costs as provided by California Labor Code sections 218.5, 226, and 1194, and Code of Civil Procedure section 1021.5; and

9. For such other and further relief the Court may deem just and proper.

DATED: June 27, 2025

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiff and the Class

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On June 27, 2025, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

CenturyLink Management Company
c/o CT Corporation System
330 North Brand Boulevard, Suite 700
Glendale, CA 91203
Agent for Service of Process

 X BY MAIL: by placing _____ the original or X a true and correct copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the attached mailing list. I am readily familiar with the firm's practice for collection and processing of correspondence and other materials for mailing with the United States Postal Service. On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for collection and mailing on this date at the address above following our office's ordinary business practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 27, 2025, at Los Angeles, California.


Erika Mejia