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Individually, on behalf of all others similarly situated,
and as a Private Attorney General on Behalf of the State of California,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA COUNTY**

Joshua Roberson, individually, on behalf of
all others similarly situated, and as a Private
Attorney General on Behalf of the State of
California,

Plaintiff,

vs.

California Physicians' Service,
d/b/a Blue Shield of California; and Does 1-
20, inclusive,

Defendants.

Case No. 26CV169340

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Pay All Wages;
4. Failure to Provide Meal Periods;
5. Failure to Permit Rest Breaks;
6. Failure to Reimburse All Business Expenses;
7. Failure to Provide Accurate and Itemized Wage Statements;
8. Failure to Pay All Wages Due Upon Separation of Employment;
9. Failure to Produce All Employment Records;
10. Violation of Bus. & Prof. Code §§ 17200 *et seq.*; and
11. Enforcement of Labor Code § 2698 *et. seq.* ("PAGA")

DEMAND FOR JURY TRIAL

**[Filed as a matter of right pursuant to Labor
Code § 2699.3(a)]**

1 Joshua Roberson (“Plaintiff”), individually and on behalf of all others similarly situated
2 and all aggrieved employees, hereby alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Joshua Roberson (“Plaintiff”) brings this putative class action against
5 Defendants California Physicians’ Service, d/b/a Blue Shield of California (“Defendant Blue
6 Shield”), and Does 1 through 20, inclusive (collectively, “Defendants”), on behalf of himself
7 individually and a putative class of non-exempt employees employed by Defendants throughout
8 California.

9 2. Defendant Blue Shield is a California corporation in the business of providing
10 health care services and insurance products to members throughout California. Blue Shield
11 maintains its principal place of business in Oakland, California.

12 3. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
13 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
14 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ unfair competition.

15 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) Failing to pay all wages for all hours worked, including minimum, regular, and
18 overtime wages;
 - 19 (b) Failing to provide legally compliant duty-free meal periods or provide
20 compensation in lieu thereof
 - 21 (c) Failing to provide legally compliant duty-free rest breaks or provide
22 compensation in lieu thereof;
 - 23 (d) Failing to reimburse all business expenses;
 - 24 (e) Failing to provide accurate, itemized wage statements;
 - 25 (f) Failing to pay all wages due upon termination or separation of employment;
26 and
 - 27 (g) Failing to produce all employment records.
- 28

5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on behalf of himself and all other similarly situated in California to recover, among other things, unpaid wages and benefits, interest, attorneys' fees, costs and expenses, and penalties pursuant to the Cal. Labor Code §§ 201-204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, 1198.5, 2800, and 2802.

JURISDICTION AND VENUE

6. This is a class and representative action, pursuant to California Code of Civil Procedure § 382 and the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.* The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a citizen of California and was employed by Defendants in California during the Class Period.

11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and

1 IWC Wage Orders, whose employees were and are engaged throughout this county and the State
2 of California.

3 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
4 under the fictitious names DOES 1 through 20 but will seek leave of this Court to amend this
5 Complaint and serve such fictitiously named Defendants once their names and capacities become
6 known.

7 13. Plaintiff is informed and believes, and thereon alleges, that each Defendants acted
8 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
9 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants
10 are legally attributable to the other Defendants. Furthermore, defendants in all respects acted as
11 the employer and/or joint employer of Plaintiff and the class members.

12 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
13 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
14 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's
15 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
16 policy of Defendants.

17 15. At all relevant times, Defendants, and each of them, acted within the scope of such
18 agency or employment, or ratified each and every act or omission complained of herein. At all
19 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
20 and all the other Defendants in proximately causing the damages herein alleged.

21 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants
22 are in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
23 occurrences and transactions alleged herein.

24 **CLASS ACTION ALLEGATIONS**

25 17. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of himself
26 and all others similarly situated who were affected by Defendants' Labor Code, Business and
27 Professions Code §§ 17200, and IWC Wage Order violations.

28 18. All claims alleged herein arise under California law for which Plaintiff seeks relief

1 authorized by California law.

2 19. Plaintiff's proposed class consists of and is defined as follows:

3 Class

4 All current or former non-exempt California employees of Defendants from four
5 years preceding the filing of the original Complaint to the date of trial.

6 Plaintiff also seeks to certify the following Subclass of employees:

7 Waiting Time Subclass

8 All members of the Class who separated their employment from Defendants from
9 three years before the filing of the original Complaint to the date of trial.

10 20. Members of the Class and Subclass described above will be collectively referred to
11 as "Class Members." Plaintiff reserves the right to establish other or additional subclasses, or
12 modify any Class or Subclass definition, as appropriate based on investigation, discovery, and
13 specific theories of liability.

14 21. This action has been brought and may properly be maintained as a class action
15 under the California Code of Civil Procedure § 382 because there are common questions of law
16 and fact as to the Class that predominate over questions affecting only individual members
17 including, but not limited to:

- 18 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages due for
19 work done off-the-clock, including all minimum and overtime wages;
- 20 (b) Whether Defendants failed to pay Plaintiff and Class Members overtime wages at
21 the proper regular rate;
- 22 (c) Whether Defendants failed to provide legally compliant off-duty meal periods or
23 pay compensation in lieu thereof;
- 24 (d) Whether Defendants failed to provide legally compliant, duty-free rest periods or
25 pay compensation in lieu thereof;
- 26 (e) Whether Defendants required Plaintiff and Class Members to use their personal cell
27 phones for work-related purposes without paying a reasonable percentage of their
28 cell phone bills;
- (f) Whether Defendants failed to provide Plaintiff and Class Members with accurate
and itemized wage statements;

- 1 (g) Whether Defendants failed to timely pay Plaintiff and former Class Members all
2 wages due upon termination or separation of employment;
- 3 (h) Whether Defendants failed to timely provide Plaintiff and Class Members with all
4 of their employment records upon request; and
- 5 (i) Whether Defendants engaged in unfair business practices in violation of Business
6 & Professions Code §§ 17200, *et seq.*

7 22. There is a well-defined community of interest in this litigation and the Class is
8 readily ascertainable:

- 9 (a) Numerosity: The members of the Class are so numerous that joinder of all
10 members is impractical. Although the members of the Class are unknown
11 to Plaintiff at this time, on information and belief, the total number of
12 individuals who make up the Class are estimated to be greater than 100
13 individuals. The identities of the Class are readily ascertainable by
14 inspection of Defendants' employment and payroll records.
- 15 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
16 claims (or defenses, if any) of the Class because Defendants' failure to
17 comply with the provisions of California wage and hour laws entitled each
18 class member to similar pay, benefits and other relief. The injuries sustained
19 by Plaintiff are also typical of the injuries sustained by the Class because
20 they arise out of and are caused by Defendants' common course of conduct
21 as alleged herein.
- 22 (c) Adequacy: Plaintiff is qualified to and will fairly and adequately represent
23 and protect the interests of all members of the Class because it is in his best
24 interest to prosecute the claims alleged herein to obtain full compensation
25 and penalties due to her and the Class. Plaintiff's attorneys, as proposed
26 class counsel, are competent and experienced in litigating large employment
27 class actions and are versed in the rules governing class action discovery,
28 certification and settlement. Plaintiff has incurred and, throughout the

1 duration of this action, will continue to incur attorneys' fees and costs that
2 have been and will be necessarily expended for the prosecution of this
3 action for the substantial benefit of each class member.

4 (d) Superiority: The nature of this action makes the use of class action
5 adjudication superior to other methods. A class action will achieve
6 economies of time, effort and expense as compared with separate lawsuits,
7 and will avoid inconsistent outcomes because the same issues can be
8 adjudicated in the same manner and at the same time for each Class. If
9 appropriate this Court can, and is empowered to, fashion methods to
10 efficiently manage this case as a class action.

11 (e) Public Policy Considerations: Employers in the State of California and other
12 states violate employment, labor, and consumer protection laws every day.
13 Current employees are often afraid to assert their rights out of fear of direct
14 or indirect retaliation. Former employees are fearful of bringing actions
15 because they believe their former employers might damage their future
16 endeavors through negative references and/or other means. Class actions
17 provide the class members who are not named in the complaint with a type
18 of anonymity that allows for the vindication of their rights at the same time
19 as affording them privacy protections.

20 GENERAL ALLEGATIONS

21 23. At all relevant times mentioned herein, Defendants employed Plaintiff and other
22 Class Members and Aggrieved Employees ("Employees") as non-exempt employees.

23 24. Plaintiff was employed in a non-exempt position by Defendants.

24 25. Defendants continue to employ non-exempt employees throughout California.

25 26. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
26 herein, Defendants were advised by skilled lawyers, employees, and other professionals who were
27 knowledgeable about California's wage and hour laws, employment and personnel practices, and
28 the requirements of California law.

1 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Employees were entitled to receive wages for all hours worked and that
3 they were not receiving all wages earned for work that was required to be performed. In violation
4 of the Labor Code and IWC Wage Orders, Employees were not paid wages when Defendants
5 required Employees to work off-the-clock. For example, Plaintiff regularly performed
6 uncompensated pre-shift work as a prerequisite to clocking in for his shift. Specifically, Employees
7 were required to log into multiple computer systems, complete multi-factor authentication
8 procedures, and troubleshoot system delays and technical issues before the timekeeping system
9 allowed them to begin recording their work time. These pre-shift activities were indispensable to
10 Employees' job duties and performed daily.

11 28. Moreover, Defendants failed to pay overtime correctly based on its failure to
12 include bonuses and other remuneration in the regular rate of pay and by failing to pay Plaintiff
13 Employees all bonuses earned. For example, Defendants provide bilingual employees who help
14 customers that speak Spanish or other languages with an additional nondiscretionary shift
15 differential. Plaintiff, who is bilingual and speaks Spanish, regularly performed additional duties
16 by translating or helping customers who speak Spanish. Despite Plaintiff performing this
17 additional work throughout his employment with Defendants, Defendants failed to provide
18 Plaintiff with this nondiscretionary shift differential for doing so. Only after months of directing
19 Plaintiff to respond to calls in Spanish, Defendants belatedly attempted to justify their failure to
20 pay Plaintiff this nondiscretionary shift differential by requiring Plaintiff to pass a "Spanish exam."
21 This exam included irrelevant and political questions, including regarding Claimant's views on
22 immigration and Donald Trump, that had no bearing on the duties of the job or the work Plaintiff
23 had already performed. Defendants nevertheless relied on this exam to deny Plaintiff the
24 nondiscretionary shift differential for work he already performed, even while he continued to assist
25 Spanish-speaking customers.

26 29. Plaintiff is informed and believes, and thereon alleges, Defendants failed to provide
27 Plaintiff and Employees timely, uninterrupted, off-duty meal periods of no less than thirty minutes
28 for each period of five hours worked. Plaintiff and Employees would often receive late or short

1 meal periods due to their heavy and demanding workloads. Additionally, Plaintiff and Employees
2 had to remain on-call during meal periods as they were required to remain logged onto Defendant's
3 system and required to remain signed into and monitor the call queue.

4 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and Employees were entitled to receive all required meal periods
6 or payment of one (1) additional hour of pay at Plaintiff and Employees' regular rate of pay when
7 they did not receive a timely meal period. In violation of the Labor Code and IWC Wage Orders,
8 Plaintiff and Employees did not receive all timely meal periods or payment of one (1) additional
9 hour of pay at Plaintiff and Employees' regular rate of pay when they did not receive a timely,
10 uninterrupted meal periods.

11 31. Upon information and belief, Defendants failed to provide Plaintiff and Employees
12 timely, uninterrupted, on-the-clock rest period of no less than ten minutes for every four hours
13 worked, or every major fraction thereof. Defendants also routinely failed to provide Plaintiff and
14 Employees with a second rest period for shifts lasting longer than six hours, or a third rest period
15 for shifts lasting longer than ten hours. Additionally, Defendants closely monitored employees'
16 restroom use and treated medically necessary restroom time as "additional breaks." Defendants
17 maintained a rigid point-based system for any disciplinary actions they would take, which would
18 lead to termination upon the cumulation of several points. Defendants' policies and practices
19 deterred and discouraged employees from taking compliant rest periods. These policies, among
20 others, have resulted in a denial of these employees' rights to a ten-minute rest period in violation
21 of California law. Further, Plaintiff and Employees had to remain on-call during rest breaks as they
22 were required to remain logged onto Defendant's system and required to remain signed into and
23 monitor the call queue.

24 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and Employees were entitled to receive all rest breaks or payment
26 of one (1) additional hour of pay at Plaintiff and Employees' regular rate of pay when a rest break
27 was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Employees did
28 not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff and Employees'

1 regular rate of pay when a rest break was missed.

2 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and Employees were entitled to receive accurate, itemized wage
4 statements that accurately showed their gross and net wages earned, inclusive dates of pay periods,
5 total hours worked, and all applicable hourly rates in effect and the number of hours worked at
6 each hourly rate in accordance with California law. In violation of the Labor Code, Defendants
7 failed to provide Plaintiff and Employees with accurate, itemized wage statements that accurately
8 state all hours worked and the gross and net wages earned by Plaintiff and Employees.

9 34. Plaintiff is informed and believes, and thereon alleges, that that Defendants knew
10 or should have known that they had a duty to indemnify Plaintiff and Employees for all necessary
11 expenditures or losses incurred in the discharge of their duties, including, for example, Plaintiff's
12 and Employees' cellular phone and home internet expenses as it related to their employment. In
13 violation of the Labor Code, Defendants did not indemnify Plaintiff and Employees for the
14 necessary expenses they incurred in the discharge of their duties.

15 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and Employees who separated from Defendants were entitled to
17 timely payment of wages upon separation of employment. In violation of the California Labor
18 Code, Plaintiff and the Waiting Time Subclass Members did not receive payment of all wages
19 including, but not limited to, unpaid minimum and overtime wages, meal periods premiums, and
20 rest break premiums within permissible time periods. Moreover, despite voluntarily separating
21 from his employment and providing Defendants with his two weeks' notice, Plaintiff did not
22 receive his final wages on his last day of work for Defendants.

23 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that they had a duty to timely produce and provide Plaintiff with his entire
25 personnel file, including his time records, upon request, but willfully, knowingly, and intentionally
26 failed to do so.

27 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known they had a duty to compensate Plaintiff and Employees, and Defendants had

1 the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to
2 do so all in order to increase Defendants' profits.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(Violation of Cal. Labor Code §§ 1194, 1194.2 and 1197; Violation of the IWC Wage**
6 **Order)**

7 38. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 39. Cal. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
10 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage
11 than the minimum so fixed is unlawful.

12 40. Under the "Minimum Wages" and "Hours & Days of Work" Sections of the
13 applicable Wage Order, an employer may not pay employees less than the applicable minimum
14 wage for all hours worked and provides that an employer may not pay non-exempt employees less
15 than the applicable overtime rate for all hours worked.

16 41. During the relevant time period, Defendants paid Plaintiff and Class Members less
17 than minimum wages when Defendants required Plaintiff and Class Members to work off-the-
18 clock. For example, Defendant required Plaintiff and Class Members to perform off-the-clock
19 work before and after their scheduled shifts. Specifically, Defendants required employees to
20 complete mandatory pre-shift tasks, including logging into required computer systems, completing
21 multi-factor authentication procedures, and addressing system delays, without recording or
22 compensating this time, resulting in unpaid minimum wages.

23 42. Defendants' failure to pay Plaintiff and Class Members the required minimum
24 wages violates California Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and
25 Class Members are entitled to recover the unpaid balance of their minimum wage compensation
26 as well as interest, costs, and attorneys' fees.

1 43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
2 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
3 thereon.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME WAGES**

6 **(Violation of Cal. Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order)**

7 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
10 to employ persons without compensating them at a rate of pay either one and one-half (1½) or two
11 (2) times the person's regular rate of pay, depending on the number of hours worked by the person
12 on a daily or weekly basis.

13 46. Pursuant to Cal. Labor Code §§ 510 and 1194, during the relevant time period,
14 Defendants were required to compensate Plaintiff and Class Members for all overtime hours
15 worked, calculated at one and one-half times the regular rate of pay for hours worked in excess of
16 eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours of the
17 seventh consecutive work day, with double time after eight (8) hours on the seventh day of any
18 work week, or after twelve (12) hours in any work day.

19 47. Plaintiff and Class Members were non-exempt employees entitled to the protections
20 of Cal. Labor Code §§ 510 and 1194.

21 48. During the relevant time period, Defendants failed to pay Plaintiff and Class
22 Members overtime and double-time wages when Defendants required Plaintiff and Class Members
23 to work off-the-clock. For example, Plaintiff and Class Members were required to log into the
24 Employers' systems, go through multi-factor authentication procedures, and resolve system delays
25 before they were able to clock in for their scheduled shifts, resulting in systemic unpaid time
26 worked. As Plaintiff and Class Members worked shifts of eight hours or more, this unpaid time
27 qualified for overtime premium payment.

28 49. Additionally, Defendants failed to pay Plaintiff and Class Members all overtime

1 and double-time wages due at the proper regular rate of pay by failing to include all compensation
2 into the regular rate of pay calculation. For example, Defendants failed to pay overtime correctly
3 based on their failure to include bonuses and other remuneration in the regular rate of pay and by
4 failing to pay Plaintiff and Class Members all bonuses earned. Specifically, Defendants provide
5 bilingual employees who help Spanish-speaking customers with an additional nondiscretionary
6 shift differential. Plaintiff, who is bilingual and speaks Spanish, regularly performed additional
7 duties by translating or helping customers who speak Spanish. Despite Plaintiff performing this
8 additional work throughout his employment with Defendants, Defendants failed to provide
9 Plaintiff with this nondiscretionary shift differential. Only after months of directing Plaintiff to
10 respond to calls in Spanish, Defendants belatedly attempted to justify their failure to pay Plaintiff
11 this nondiscretionary shift differential by requiring Plaintiff to pass a Spanish exam, which
12 included irrelevant and political questions, including regarding Plaintiff's views on immigration
13 and Donald Trump, that had no bearing on Plaintiff's job duties or the work Plaintiff had already
14 performed. Defendants nevertheless relied on this exam to deny Plaintiff the nondiscretionary shift
15 differential for work he already performed, even while he continued to assist Spanish-speaking
16 customers.

17 50. In violation of state law, Defendants have knowingly and willfully failed to perform
18 their obligations and compensate Plaintiff and Class Members for all wages as alleged above.

19 51. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
20 overtime compensation, as required by California law, violates the provisions of Cal. Labor Code
21 Sections 510 and 1198, and is therefore unlawful.

22 52. Pursuant to Labor Code Section 1194, Plaintiff and Class Members are entitled to
23 recover their unpaid overtime compensation as well as interest, costs and attorneys' fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY ALL WAGES**

3 **(Violation of Cal. Labor Code §§ 204 and 210; Violation of IWC Wage Order)**

4 53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 54. Cal. Labor Section 204 provides that all wages earned by an employee are due and
7 payable twice during each calendar month.

8 55. Defendants failed to timely pay Plaintiff and Class Members all of their earned
9 wages as required by Cal. Labor Code Section 204.

10 56. Plaintiff and Class Members have been deprived of their rightfully earned wages as
11 a direct and proximate result of Defendants' failure to pay said compensation. Plaintiff and Class
12 Members are entitled to recover such amounts, plus interest thereon, attorney's fees, and costs.

13 57. In addition, Plaintiff and Class Members are entitled to penalties pursuant to Labor
14 Code § 210 as follows: (1) for Defendant's initial violation, \$100 for each failure to pay each class
15 member; and (2) for each of Defendant's subsequent violations, or any willful or intentional
16 violation, \$200 for each failure to pay each class member, plus 25% of the amount unlawfully
17 held.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

20 **(Violation of Cal. Lab. Code §§ 226.7 and 512; Violation of IWC Wage Order)**

21 58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 59. Cal. Labor Code Section 226.7 provides that no employer shall require an employee
24 to work during any meal period mandated by the IWC Wage Orders.

25 60. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
26 any person for a work period of more than five (5) hours without a meal period of not less than 30
27 minutes, except that when a work period of not more than six (6) hours will complete the day's
28 work the meal period may be waived by mutual consent of the employer and the employee."

1 61. Cal. Labor Code Section 512(a) provides that an employer may not require, cause
2 or permit an employee to work for a period of more than five (5) hours per day without providing
3 the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
4 the total work period per day of the employee is not more than six (6) hours, the meal period may
5 be waived by mutual consent of both the employer and the employee.

6 62. Labor Code Section 512(a) also provides that an employer may not employ an
7 employee for a work period of more than ten (10) hours per day without providing the employee
8 with a second meal period of not less than thirty (30) minutes, except that if the total hours worked
9 is no more than twelve (12) hours, the second meal period may be waived by mutual consent of
10 the employer and the employee only if the first meal period was not waived.

11 63. During the relevant time period, Plaintiff and Class Members did not receive
12 compliant meal periods for each five hours worked per day. For example, due to their heavy and
13 demanding workloads and Defendants' expectations that employees completely resolve each
14 customer's issues, Claimant and Class Members often received late meal periods or meal periods
15 that were less than 30 minutes. Additionally, Plaintiff and Class Members had to remain on-call
16 during meal periods as they were required to remain logged onto Defendant's system and required
17 to remain signed into and monitor the call queue.

18 64. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require an
19 employer to pay an employee one additional hour of pay at the employee's regular rate of
20 compensation for each work day that a meal period is not provided.

21 65. At all relevant times, Defendants failed to pay Plaintiff and Class Members all meal
22 period premiums due for meal period violations, at the regular rate of pay including all non-
23 discretionary bonuses, pursuant to Labor Code Section 226.7(b) and section 11 of the applicable
24 IWC Wage Order.

25 66. As a result of Defendants' failure to pay Plaintiff and Class Members an additional
26 hour of pay for each day a meal period was not provided, Plaintiff and Class Members suffered
27 and continue to suffer a loss of wages and compensation.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PERMIT REST BREAKS**

3 **(Violation of Cal. Lab. Code § 226.7; Violation of IWC Wage Order)**

4 67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 68. Cal. Labor Code Section 226.7(a) provides that no employer shall require an
7 employee to work during any rest period mandated by the IWC Wage Orders.

8 69. Section 12 of the applicable IWC Wage Order states “every employer shall
9 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
10 middle of each work period” and the “authorized rest period time shall be based on the total hours
11 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
12 thereof” unless the total daily work time is less than three and one-half (3½) hours.

13 70. During the relevant time period, Plaintiff and Class Members did not receive a ten
14 (10) minute rest period for every four (4) hours or major fraction thereof worked. Defendants
15 routinely failed to provide Plaintiff and Class Members with a second rest period for shifts lasting
16 eight hours or longer, or a third rest period for shifts lasting twelve hours or longer. Additionally,
17 Defendants also monitored restroom use, treated medically necessary restroom time as additional
18 breaks, and enforced rigid, point-based disciplinary policies that deterred Plaintiff and Class
19 Members from attending to medical needs. Further, Plaintiff and Class Members had to remain
20 on-call during rest breaks as they were required to remain logged onto Defendant’s system and
21 required to remain signed into and monitor the call queue.

22 71. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order require an
23 employer to pay an employee one additional hour of pay at the employee’s regular rate of
24 compensation for each workday that the rest period is not provided.

25 72. At all relevant times, Defendants failed to pay Plaintiff and Class Members all rest
26 period premiums at their regular rate of compensation, including all non-discretionary bonuses or
27 differentials earned, due for rest period violations pursuant to Labor Code Section 226.7(b) and
28 section 12 of the applicable IWC Wage Order.

1 73. As a result of Defendants' failure to pay Plaintiff and Class Members an additional
2 hour of pay for each day a rest period was not provided, Plaintiff and Class Members suffered and
3 continue to suffer a loss of wages and compensation.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

6 **(Violation of Labor Code §§ 2800, 2802; the Applicable IWC Wage Order)**

7 74. Plaintiff re-alleges and incorporates by this reference all paragraphs above as
8 though fully set forth herein.

9 75. Cal. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases
10 indemnify his employee for losses caused by the employer's want of ordinary care."

11 76. Cal. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify
12 his or her employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties. . ."

14 77. Further, Cal. Labor Code § 2802 provides, in pertinent part: "(c)...the term
15 'necessary expenditures or losses' shall include all reasonable costs, including but not limited to,
16 attorney's fees incurred by the employee enforcing the rights granted by this section."

17 78. California Labor Code section 2804 mandates that this statutory right cannot be
18 waived.

19 79. During the relevant period, Defendants failed to reimburse Plaintiff and Class
20 Members for all business expenses incurred for Defendants' benefit, including for the required use
21 of their personal cell phones and home internet for business-related purposes. For example,
22 Plaintiff and Class Members were required to use the Microsoft Authenticator mobile application
23 on their personal cell phones in order to clock in and out of work and in order to access Defendants'
24 systems to perform their work. However, Plaintiff and Class Members were not reimbursed for
25 this required use. Additionally, Plaintiff and Class Members were required to work from home but
26 were not reimbursed for a reasonable percentage of their home internet expenses.

27 80. Defendants were required to indemnify and reimburse Plaintiff and Class Members
28 for all expenditures or losses caused by the employer's want of ordinary care or incurred in direct

1 consequent of the discharge of their duties, but failed to indemnify and reimburse Plaintiff and
2 Class Members in violation of Labor Codes Sections 2800 and 2802.

3 81. As a direct and proximate result, Plaintiff and Class Members have suffered, and
4 continue to suffer, substantial losses, related to the use and enjoyment of such monies to be
5 reimbursed, lost interest on such monies, and expenses and attorney's fees in seeking to compel
6 Defendants to fully perform their obligations under California law, all to their damage in amounts
7 according to proof at the time of trial.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS**

10 **(Violation of Cal. Labor Code § 226; Violation of IWC Wage Order)**

11 82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
12 though fully set forth herein.

13 83. Cal. Labor Code Section 226(a) requires Defendants to provide each employee with
14 an accurate wage statement in writing showing nine pieces of information, including: (1) gross
15 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
16 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
17 provided that all deductions made on written orders of the employee may be aggregated and shown
18 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
19 paid, (7) the name of the employee and the last four digits of his or her social security number or
20 an employee identification number other than a social security number, (8) the name and address
21 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee.

23 84. During the relevant time period, Defendants have knowingly and intentionally
24 failed to comply with Cal. Labor Code Section 226(a) on wage statements that were provided to
25 Plaintiff and Class Members. The deficiencies include, among other things, the failure to correctly
26 state the gross and net wages earned by Plaintiff and Class Members, and the total hours worked
27 by Plaintiff and Class Members.

28 85. As a result of Defendants' violation of Cal. Labor Code Section 226(a), Plaintiff

1 and Class Members have suffered injury and damage to their statutorily protected rights.
2 Specifically, Plaintiff and Class Members have been injured by Defendants' intentional violation
3 of California Labor Code Section 226(a) because they were denied both their legal right to receive,
4 and their protected interest in receiving, accurate itemized wage statements under California Labor
5 Code Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the
6 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would
7 not have had to engage in these efforts and incur these costs had Defendants provided the accurate
8 wages earned. This has also delayed Plaintiff's ability to demand and recover the underpayment
9 of wages from Defendants.

10 86. Cal. Labor Code Section 226(a) requires an employer to pay the greater of all actual
11 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one
12 hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
13 attorney's fees and costs, to each employee who was injured by the employer's failure to comply
14 with California Labor Code Section 226(a).

15 87. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff
16 and Class Members from knowing, understanding and disputing the wages paid to them, and
17 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing
18 and intentional failure to comply with California Labor Code Section 226(a), Plaintiff and Class
19 Members have suffered an injury, and the exact amount of damages and/or penalties is all in an
20 amount to be shown according to proof at trial.

21 88. Plaintiff and Class Members are also entitled to injunctive relief under California
22 Labor Code Section 226(h), compelling Defendants to comply with California Labor Code Section
23 226 and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY WAGES DUE UPON SEPARATION OF EMPLOYMENT**

3 **(Violation of Cal. Labor Code §§ 201, 202, 203, and 210; Violation of IWC Wage Order)**

4 89. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
5 though fully set forth herein.

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

12 91. During the relevant period, Defendants willfully failed to timely pay Plaintiff and
13 Waiting Time Subclass Members all of their earned wages upon termination including, but not
14 limited to, unpaid minimum and overtime wages, meal period premiums, and rest period
15 premiums, either at the time of discharge or within seventy-two (72) hours of their leaving
16 Defendants' employ, in violation of Cal. Labor Code §§ 201 and 202.

17 92. Cal. Labor Code § 203 provides that if an employer willfully fails to pay wages
18 owed promptly upon discharge or resignation as required under Cal. Labor Code §§ 201 and 202,
19 then the wages of the employee shall continue as a penalty from the due date, and at the same rate
20 until paid or until an action is commenced; but the wages shall not continue for more than thirty
21 (30) days.

22 93. Defendants willfully failed to pay Plaintiff and Waiting Time Subclass Members
23 all wages due in a timely manner and, as a result, owe Plaintiff and Waiting Time Subclass
24 Members regular daily wages for each day they were not paid, at their regular rates of pay, up to a
25 thirty (30) day maximum pursuant to Cal. Labor Code § 203. Moreover, despite voluntarily
26 separating from his employment and providing Defendants with his two weeks' notice, Plaintiff
27 did not receive his final wages on his last day of work for Defendants.

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PRODUCE ALL EMPLOYMENT RECORDS**

3 **(Violation of Cal. Labor Code §§ 226 and 1198.5; Violation of IWC Wage Order)**

4 94. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
5 though fully set forth herein.

6 95. Cal. Labor Code § 226(c) states in pertinent part that: “An employer who receives
7 a written or oral request to inspect or receive a copy of records pursuant to subdivision (b)
8 pertaining to a current or former employee shall comply with the request as soon as practicable,
9 but no later than 21 calendar days from the date of the request.”

10 96. Labor Code § 1198.5(b)(1) states in pertinent part that: “The employer shall make
11 the contents of those personnel records available for inspection to the current or former employee,
12 or his or her representative, at reasonable intervals and at reasonable times, but not later than 30
13 calendar days from the date the employer receives a written request, unless the current or former
14 employee, or his or her representative, and the employer agree in writing to a date beyond 30
15 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days
16 from the employer’s receipt of the written request.”

17 97. The “Records” Section of applicable IWC Wage Order states: “Every employer
18 shall keep accurate information with respect to each employee including the following: ... (3)
19 Time records showing when the employee begins and ends each work period. Meal periods, split
20 shift intervals and total daily hours worked shall also be recorded. Meal periods during which
21 operations cease and authorized rest periods need not be recorded.”

22 98. During the Relevant Time Period, Defendants were required to provide Plaintiff his
23 entire personnel file, including his time records, upon request. However, Defendants have failed
24 to do so entirely.

25 99. Defendants’ failure to produce Plaintiff’s entire personnel file violates Labor Code
26 226(c) and 1198.5. Pursuant to these sections, Plaintiff is entitled to recover penalties, as well as
27 costs and attorneys’ fees.

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1 **TENTH CAUSE OF ACTION**

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

3 100. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
4 though fully set forth herein.

5 101. Defendants' conduct, as alleged herein, has been and continues to be unfair,
6 unlawful and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights
7 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

8 102. Defendants' activities, as alleged herein, violates California law and constitutes
9 unlawful business acts or practices in violation of California Business and Professions Code
10 Sections 17200, *et seq.*

11 103. A violation of Cal. Business and Professions Code §§ 17200, *et seq.* may be
12 predicated on the violation of any state or federal law.

13 104. Defendants' policies and practices have violated state law in at least the following
14 respects:

15 (a) Failing to pay all minimum wages owed to Plaintiff and Class Members in violation
16 of Labor Code §§ 1194, 1194.2 and 1197;

17 (b) Failing to pay all overtime and double-time wages at the proper rate to Plaintiff and
18 Class Members in violation of Labor Code §§ 510, 1194, and 1198;

19 (c) Failing to timely pay all earned wages in violation of Labor Code §§ 204 and 210;

20 (d) Failing to provide timely meal periods without paying Plaintiff and Class Members
21 premium wages for every day said meal periods were not provided in violation of
22 Labor Code §§ 226.7 and 512;

23 (e) Failing to authorize or permit rest breaks without paying Plaintiff and Class
24 Members for every day said meal periods were not provided in violation of Labor
25 Code § 226.7;

26 (f) Failing to reimburse Plaintiff and Class Members for necessary business expenses
27 in violation of Labor Code §§ 2800 and 2802;

28 (g) Failing to provide Plaintiff and Class Members with accurate, itemized wage

1 statements in violation of Labor Code § 226;

2 (h) Failing to timely pay all wages due to Plaintiff and Waiting Time Subclass
3 Members upon termination or separation from employment in violation of Cal.
4 Labor Code §§ 201, 202, 203, and 210; and

5 (i) Failing to timely produce all employment records to Plaintiff and Class Members
6 upon request in violation of Cal. Labor Code §§ 226 and 1198.5.

7 105. Defendants intentionally avoided paying Plaintiff and Class Members' wages and
8 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
9 undercut their competitors and establish and gain a greater foothold in the marketplace.

10 106. Pursuant to Business and Professions Code §§ 17200, *et seq.*, Plaintiff and Class
11 Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants
12 during a period that commences four years prior to the filing of the Complaint; an award of
13 attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an
14 award of costs.

15 **ELEVENTH CAUSE OF ACTION**

16 **ENFORCEMENT OF LABOR CODE § 2698 ET. SEQ. ("PAGA")**

17 107. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
18 though fully set forth herein.

19 108. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
20 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
21 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
22 violation of the code may, as an alternative, be recovered through a civil action brought by an
23 aggrieved employee on behalf of himself and as a private attorney general on behalf of the State
24 of California, for both his own claims and the claims of other current or former employees pursuant
25 to the procedures specified in Labor Code § 2699.3.

26 105. For all provisions of the Labor Code except those for which a civil penalty is
27 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
28 dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two

1 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
2 period in which Defendants violated these provisions of the Labor Code.

3 109. Defendants' conduct violates numerous Labor Code sections including, but not
4 limited to, the following:

5 (a) Violation of Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197, and 1198 for failure
6 to pay all wages for all hours worked, including minimum, regular, and overtime
7 wages;

8 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods or
9 compensation in lieu thereof;

10 (c) Violation of Labor Code § 226.7 for failure to authorize or permit rest breaks or
11 provide compensation in lieu thereof;

12 (d) Violation of Labor Code §§ 2802 and 2804 for failure to reimburse reasonable and
13 necessary business expenses;

14 (e) Violation of Labor Code § 226 for failure to provide accurate itemized wage
15 statements;

16 (f) Violation of Labor Code §§ 201-203, and 210 for failure to timely pay all wages
17 due upon separation of employment; and

18 (g) Violation of Labor Code §§ 226 and 1198.5 for failure to produce all employment
19 records.

20 110. Plaintiff is an "aggrieved employee" because he was employed by the alleged
21 violator and had one or more of the alleged violations committed against him, and therefore is
22 properly suited to represent the interests of all other aggrieved employees.

23 111. On January 8, 2026, Plaintiff submitted notice of his claims to the Labor and
24 Workforce Development Agency ("LWDA"). As of the time of this filing, Plaintiff has not
25 received any notice that the LWDA seeks to investigate these claims. As such, Plaintiff has
26 exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is
27 therefore able to pursue a claim for penalties on behalf of himself and the State of California
28 regarding the claims of other aggrieved employees under the PAGA.

112. Pursuant to Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

113. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class alleged by Plaintiff;

2. For appointment of Joshua Roberson as the class representative;

3. For appointment of Lebe Law, APLC as class counsel for all purposes;

4. For compensatory damages in an amount according to proof with interest thereon;

5. For economic and/or special damages in an amount according to proof with interest thereon;

6. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to California Code of Civil Procedure § 1021.5 and Labor Code §§ 1194 and 2699(g);

7. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code, IWC Wage Orders, and federal law;

8. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

9. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

10. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;

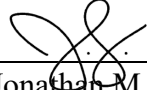
11. For civil penalties pursuant to the PAGA;

12. For injunctive relief;
13. For pre-judgment interest; and
14. For such other relief as the Court deems just and proper.

Dated: May 20, 2026

LEBE LAW, APLC

By: _____


Jonathan M. Lebe

Brielle D. Edborg

Nicole A. Bloomfield

Attorneys for Plaintiff Joshua Roberson,
individually, on behalf of all others similarly
situated, and as a Private Attorney General on Behalf
of the State of California

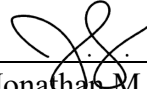
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: May 20, 2026

LEBE LAW, APLC

By: _____


Jonathan M. Lebe

Brielle D. Edborg

Nicole A. Bloomfield

Attorneys for Plaintiff Joshua Roberson,
individually, on behalf of all others similarly
situated, and as a Private Attorney General on Behalf
of the State of California