

JOSEPH TOJARIEH (SBN 265492)
jft@stonebrooklaw.com
STONEBROOK LAW
10250 Constellation Boulevard, Suite 2300
Los Angeles, California 90067
Tel: (310) 553-5533

Attorney for Plaintiffs
JOAQUINA WOOD, JONAH TOUBEAUX,
and SUKHCHAIN KUMAR, individually and
on behalf of all others similarly situated

FILED
Superior Court of California
County of Los Angeles

08/20/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Strano Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JOAQUINA WOOD, JONAH TOUBEAUX, and
SUKHCHAIN KUMAR, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

ASURION INSURANCE SERVICES, INC., a
Tennessee corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 26STCV18810

[Assigned for all purposes to the Honorable
Samantha Jessner, Dept. 7]

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**First Amended Class and Representative
Action Complaint for Damages and
Injunctive and Declaratory Relief Based On:**

1. **Failure to Pay State Minimum Wage**
(Cal. Lab. Code §§ 510, 1194, 1194.2,
1197, 1198; IWC Wage Order Nos. 7-
2001 and 4-2001; IWC Minimum
Wage Order Nos. MW-2025 and
MW-2026)
2. **Failure to Pay Overtime
Compensation** (Cal. Lab. Code §§
510, 1194, and 1198; IWC Wage
Order Nos. 7-2001 and 4-2001)
3. **Failure to Provide Meal Periods** (Cal.
Lab. Code §§ 226.7, 512, and 1198;
IWC Wage Order Nos. 7-2001 and 4-
2001)
4. **Failure to Provide Rest Periods** (Cal.
Lab. Code §§ 226.7 and 1198; IWC
Wage Order Nos. 7-2001 and 4-2001)
5. **Failure to Furnish Timely and
Accurate Wage Statements** (Cal. Lab.
Code §§ 226 and 1198; IWC Wage
Order Nos. 7-2001 and 4-2001)
6. **Waiting Time Penalties** (Cal. Lab.
Code §§ 201, 202, and 203)
7. **Failure to Indemnify for All
Necessary Expenditures and Losses**

(Cal. Lab. Code § 2802; IWC Wage Order Nos. 7-2001 and 4-2001)

8. **Unlawful Imposition of Forum-Selection Provisions (Cal. Lab. Code § 925)**

9. **Unfair Competition (Cal. Bus. & Prof. Code § 17200, et seq.)**

10. **Private Attorneys General Act (Cal. Lab. Code § 2698, et seq.)**

DEMAND FOR JURY TRIAL

Plaintiffs Joaquina Wood, Jonah Toubeaux, and Sukhchain Kumar complain and allege on behalf of themselves and all others similarly situated against Defendant Asurion Insurance Services, Inc. (“Asurion”) as follows:

THE PARTIES

Plaintiffs

1. Ms. Wood is, and at all relevant times was, an individual residing in Fresno County, California.

2. Mr. Toubeaux is, and at all relevant times was, an individual residing in Fresno County, California.

3. Mr. Kumar is, and at all relevant times was, an individual residing in Fresno County, California.

Defendant

4. Asurion Insurance Services, Inc. is, and at all relevant times was, a Tennessee corporation doing business throughout California, including in Los Angeles County, California.

Does

5. Plaintiffs are unaware of the true names and capacities of the defendants sued herein as Does 1 through 100, inclusive, and, therefore, sue these defendants by such fictitious names. Plaintiffs will amend this Complaint to allege the true names and capacities of such fictitiously named defendants when the same have been ascertained. Plaintiffs are informed and believe and, on that basis, allege that each fictitiously named defendant is responsible in some manner for the occurrences alleged herein and that Plaintiffs’ damages were proximately caused by their conduct.

Agency

6. Plaintiffs are informed and believe and, on that basis, allege that at all material times, each defendant was the agent, employee, partner, joint venturer, co-conspirator, owner, principal, and employer of the remaining defendants, and is, and at all times herein mentioned was, acting within the course and scope of that agency, employment, partnership, conspiracy, ownership or joint venture. Plaintiffs are further informed and believe and, on that basis, allege that the acts and conduct alleged herein were known to, and authorized, directed, and/or ratified by, the officers, directors, and managing agents of the business entity defendants, and each of them.

VENUE

7. Venue is proper in this Court pursuant to Code of Civil Procedure sections 395, subdivision (a), and 395.5. Defendant Asurion Insurance Services, Inc. is a Tennessee corporation that has not designated a principal office in California in its filings with the California Secretary of State, and it may therefore be sued in any county in this state. Venue is independently proper in Los Angeles County because Defendant transacts business in Los Angeles County; members of the putative class performed work for Defendant and suffered the Labor Code violations alleged herein in Los Angeles County; and the obligations and liabilities sued upon arose, in whole or in part, in Los Angeles County.

NATURE OF CLASS CLAIMS

Background on Defendant's Operations

8. Asurion is a Tennessee-headquartered company that provides phone-insurance, device-protection, and in-home technology services to consumers in California. Asurion contracts with major wireless carriers, including Verizon and AT&T, to deliver in-home device replacement and technical-support services to those carriers' customers. Asurion employs in-home experts in California who travel from a Field Service Location ("FSL") warehouse to customers' homes to perform device replacement, setup, and related services, and who concurrently sell additional Asurion-branded coverage and carrier services to those customers.

9. Asurion operates multiple FSL locations in California, including in Fresno, Los Angeles, and the San Francisco Bay Area.

Background on Plaintiffs' Employment

10. Ms. Wood, Mr. Toubeaux, and Mr. Kumar are current employees of Asurion. They are in-home experts assigned to the Fresno FSL, but assigned jobs in various counties. Ms. Wood started her employment in about June 2025. Mr. Toubeaux started on approximately February 6, 2023. Mr. Kumar started in about June 2025.

11. Plaintiffs' employment was governed by uniform company-wide policies and practices that resulted in unpaid work, improper reporting time pay, improper overtime calculations, missed meal and rest periods, inaccurate wage statements, and unreimbursed business expenses.

Background on Asurion's Employment Practices Affecting Plaintiffs and Class Members

12. Asurion maintained uniform employment practices that applied to Plaintiffs and all other Class Members. These practices systematically resulted in violations of the California Labor Code and applicable IWC Wage Orders.

13. Asurion required "[a]s a condition of [] employment" that Plaintiffs and Class Members who primarily reside and work in California sign a pre-printed Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, which requires them to "expressly consent to the personal jurisdiction of the state and federal courts located in Davidson County, Tennessee for any lawsuit filed there against me by the Company arising from or relating to this Agreement."

14. Asurion in-home experts' primary duties consist of (1) traveling from the FSL to assigned customers' homes; (2) replacing and setting up customer devices in the home; and (3) selling Asurion-branded device-protection coverage (marketed under carrier brand names such as Verizon Home Device Protect and AT&T Home Tech Protection) and additional carrier services. They are required to use their personal vehicles and personal cell phones to perform these duties.

15. Asurion requires its in-home experts to clock in at the FSL warehouse at 4:05 p.m. each scheduled workday for a daily team meeting led by Asurion management. The meeting concludes at approximately 4:20 p.m. The in-home experts are then required to remain at the warehouse until 4:30 p.m. while Asurion's automated dispatch system finalizes that day's job assignments. At 4:30 p.m., the in-home experts depart the warehouse in their personal vehicles and

drive to the first assigned customer's home.

16. Asurion routinely sends its in-home experts home at or shortly after 4:30 p.m. on workdays for which the dispatch system assigns no jobs or fewer than a full day's worth of jobs. On such days, Asurion pays its in-home experts a minimum of two hours of pay, with the difference between actual time clocked and two hours reflected on the wage statement as "Comp Time." Asurion pays Comp Time at the in-home expert's base hourly rate alone and does not include commissions or other non-discretionary compensation earned by the in-home expert in the workweek when calculating that rate. Asurion also uses Comp Time to mark entries in other contexts, including, but not limited to, coaching and 4-hour periods of "company time off" (CTO).

17. Asurion further requires its in-home experts to clock out upon completing their interaction at the last customer's home of the shift. After clocking out, in-home experts are required to drive their personal vehicles directly home in their assigned territory, often to a different city. Asurion does not pay any wages or mileage reimbursement for the drive home unless that drive exceeds both 45 minutes and 45 miles from the warehouse, in which case Asurion pays only the difference (the time and miles exceeding the 45-minute and 45-mile thresholds). The unpaid post-shift drive routinely lasts up to and beyond two hours. Moreover, Asurion's offer letter for the in-home expert position expressly requires them to "drive your own vehicle to and from the Forward Stocking Location and In-Home appointments up to 120 miles one way."

18. Asurion schedules customer visits back-to-back without scheduled breaks. Asurion treats time spent stopping while en route between assignments as a deviation from operational expectations and has communicated to its in-home experts that pulling over en route may be treated as time-clock fraud. In-home experts are pressured to forgo legally required rest periods to meet Asurion's production timelines.

19. Asurion's payroll and timekeeping records confirm both that compliant meal periods were not provided to in-home experts and that, when Asurion did pay meal period premiums, it calculated them at the wrong rate. Asurion's payment of these premiums reflects its own recognition that compliant meal periods were not provided.

///

20. Moreover, during pay periods when the in-home experts also earned nondiscretionary commission compensation, Asurion often calculated and paid the meal period premium at the base hourly rate, excluding commissions from the regular rate of compensation. On occasion, Asurion paid the premium at a commission-adjusted rate higher than the base hourly rate it applied in every other period. Asurion's payroll system was, therefore, capable of calculating a commission-inclusive regular rate of compensation, but Asurion did not apply that rate to each meal period premium it paid. Asurion often defaulted to the base hourly rate, despite the in-home expert earning commissions in the same pay period.

21. Asurion requires its in-home experts to install and use employer-designated mobile applications on their personal cell phones for clock-in and clock-out, GPS location tracking, dispatch communications, customer interaction, and sales transactions throughout each shift. Asurion compensates its in-home experts for cell-phone use through a fixed monthly stipend of approximately \$35 per month (paid biweekly as "Field Dev Allow"), regardless of the in-home expert's actual cell-phone costs.

22. Asurion's wage statements identify the total hours worked, the base hourly rate, the Comp Time hours and rate, and the gross commissions paid in the period. They do not reflect the post-shift drive time described above as hours worked. They use a single, undifferentiated "Comp Time" line item to record payments for multiple categorically distinct purposes, without identifying the basis of payment for each entry. Asurion also issues multiple wage statements covering the same pay period for the same in-home expert.

23. The foregoing practices are uniform, systemic, and arise from Asurion's centralized business model and operational decisions. These practices affected Plaintiffs and Class Members.

Failure to Pay Minimum and Straight Time Wages for All Hours Worked, Including Off-the-Clock and Unrecorded Time

24. California law requires employers to pay employees for all hours worked, defined 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, whether or not required to do so." (IWC Wage Order Nos. 7-2001, § 2(G) and 4-2001, § 2(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 578.)

All hours worked must be paid no less than the applicable minimum wage. (Lab. Code §§ 1194, 1197, 1198; IWC Wage Order Nos. 7-2001, § 4 and 4-2001, § 4.) An employer who fails to pay minimum wages is liable to the employee for the unpaid wages, liquidated damages in an equal amount, plus interest, attorney's fees, and costs. (Lab. Code §§ 1194(a), 1194.2.)

25. Asurion violated Labor Code sections 1194, 1194.2, 1197, and 1198, as well as the minimum wage provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to compensate Plaintiffs and Class Members for all hours worked.

26. For example, Asurion requires its in-home experts to undertake employer-directed drives of up to 120 miles in each direction, while paying for time and mileage only on the portion of the post-shift drive exceeding the 45-minute and 45-mile thresholds. The structure of Asurion's compensation policy thus systematically disclaims responsibility for compensable employer-controlled travel that Asurion itself requires as a condition of employment.

27. Asurion requires Plaintiffs and Class Members to clock out at the last customer's home of each shift and then drive their personal vehicles to a Company-imposed termination point. The drive from the last customer's home is dictated by Asurion's job-assignment decisions. Plaintiffs and Class Members have no control over which customer is assigned last, where that customer is located, or how far that location is from their home. The drive is therefore not an ordinary commute from a fixed worksite; it is employer-imposed travel undertaken at Asurion's direction and for Asurion's benefit. During this travel, Plaintiffs and Class Members remain subject to Asurion's control. They are required to operate Asurion's mobile applications on their personal phones, are restricted from making personal stops, and are subject to discipline if they pull over to attend to personal matters.

28. Moreover, Asurion's 45-minute and 45-mile deduction has no basis in California law. There is no statutory or regulatory authority that permits an employer to disregard the first 45 minutes and 45 miles of compensable employer-controlled travel each workday. Under California law, there is no de minimis threshold below which an employer may disregard compensable work time. (*Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 848.)

///

29. By failing to compensate Plaintiffs and Class Members for all hours worked, including time spent under Asurion's control as described above, Asurion violated Labor Code sections 1194, 1194.2, 1197, and 1198 and the minimum wage provisions of IWC Wage Order Nos. 7-2001 and 4-2001.

Failure to Pay Overtime Compensation

30. An employer is required to pay time-and-one-half the employee's regular rate of pay for all hours over 8 in a day, for the first 8 hours worked on the seventh consecutive day of a workweek, and for all hours over 40 in a workweek, and double the regular rate for all hours over 12 in a day and for all hours over 8 on the seventh consecutive day of a workweek. (Lab. Code §§ 510(a), 1194, 1198; IWC Wage Order Nos. 7-2001, § 3 and 4-2001, § 3.)

31. Asurion violated Labor Code sections 510, 1194, and 1198, as well as the overtime provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to pay Plaintiffs and Class Members the required overtime and double-time premiums for all hours triggering such compensation under the foregoing provisions.

32. For example, because Asurion fails to record and compensate post-shift drive time as described above, those additional compensable hours are excluded from Asurion's daily and weekly overtime threshold calculations. On any workday or workweek in which adding those uncompensated hours to the recorded hours pushes total time past the applicable overtime threshold, additional overtime and double time premiums are owed and not paid.

33. By engaging in the unlawful wage and hour practices above, including, but not limited to, failing to record and compensate all hours worked and failing to properly calculate overtime wages, Asurion violated Labor Code sections 510, 1194, and 1198 and the overtime provisions of IWC Wage Order Nos. 7-2001 and 4-2001.

Failure to Pay Reporting Time Pay

34. When a non-exempt employee reports for work as scheduled but is not put to work or is furnished less than half of the employee's usual or scheduled day's work, the employer must pay the employee for half the usual or scheduled day's work, but in no event less than two hours and not more than four hours, at the employee's regular rate of pay. (IWC Wage Order Nos. 7-2001 and 4-

2001, § 5(A); Lab. Code § 1198.) The “regular rate of pay” is not limited to the employee’s base hourly rate; it includes all non-discretionary compensation earned by the employee in the relevant pay period, including non-discretionary commissions and bonuses. (See *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542.)

35. Moreover, the reporting time pay required by Wage Order Nos. 7-2001 and 4-2001, section 5 is owed in addition to compensation for any hours the employee actually worked on the same day. The two-hour reporting time pay minimum operates as a separate, guaranteed entitlement triggered by the employee’s reporting for work; it is not a top-up that an employer may satisfy by aggregating the employee’s actual hours worked into the two-hour total. An employer that pays the employee a single combined two-hour total made up of actual hours worked plus a “fill-in” equal to the difference between hours worked and two hours has not paid the reporting time pay required by section 5 of the Wage Orders.

36. Asurion violated Labor Code sections 558 and 1198, as well as the reporting time pay provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to pay Plaintiffs and Class Members the required reporting time pay rate of at least two hours of work at the regular rate of pay.

37. For example, on workdays when Asurion sends Plaintiffs and Class Members home at or shortly after 4:30 p.m. due to insufficient job assignments, Asurion pays the difference between actual time clocked and the two-hour minimum as “Comp Time” at the flat base hourly rate.

38. Asurion’s combined two-hour total impermissibly treats Plaintiffs and Class Members’ actual hours worked as offsetting the two-hour reporting time pay floor. As explained above, reporting time pay is owed in addition to compensation for hours actually worked. By absorbing hours worked into the two-hour minimum, Asurion pays Plaintiffs and Class Members only for the hours actually worked plus a partial fill-in; it does not pay the full reporting time penalty pay.

39. Asurion calculates and pays the “Comp Time” portion at Plaintiffs’ or Class Members’ base hourly rate alone, regardless of whether they earned non-discretionary commissions or other non-discretionary remuneration in the workweek in which the reporting time pay is owed. By disregarding both commissions and non-discretionary bonuses earned in the workweek, Asurion pays

its fill-in reporting time pay at a rate below the regular rate of pay.

40. Asurion's payroll records confirm that its system is capable of incorporating nondiscretionary commissions into the regular rate when it elects to do so. On at least one occasion it calculated a premium at a commission-adjusted rate above the base hourly rate. Asurion nonetheless paid reporting time pay at the flat base hourly rate in pay periods in which Plaintiffs and Class Members earned nondiscretionary commissions.

41. By failing to pay the required number of hours at the required rate of pay for reporting time pay, Asurion violated Labor Code sections 558 and 1198 and the reporting time pay provisions of IWC Wage Order Nos. 7-2001 and 4-2001.

Failure to Provide Legally Required Meal Periods

42. Employees who work more than five hours in a workday must be provided a timely, duty-free meal period of at least 30 uninterrupted minutes before the fifth hour, and employees who work more than ten hours must be provided a second duty-free meal period of at least 30 uninterrupted minutes before the end of the tenth hour of work. (Lab. Code §§ 226.7, 512, 1198; IWC Wage Order Nos. 7-2001, § 11 and 4-2001, § 11.) Where a meal period is not provided, the employer must pay one additional hour of premium pay at the employee's regular rate of compensation. (Lab. Code § 226.7(c).)

43. Asurion violated Labor Code sections 226.7, 512, 1198, as well as the meal break provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to provide Plaintiffs and Class Members with timely, duty-free, uninterrupted meal periods as required, and by failing to pay the required premium compensation for each meal period that was not provided.

44. To the extent the total compensable time on any shift exceeds five hours (e.g., when the unrecorded drive time described above is included), Asurion was required to provide a timely, duty-free meal period before the end of the fifth hour. Asurion's time records do not reflect that any such meal period was scheduled, authorized, or taken on those shifts.

45. Where an employer's records show no meal period for a shift exceeding five hours, a rebuttable presumption arises that the employee was not relieved of duty and no compliant meal period was provided. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 74-76, adopting *Brinker*

Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1052-1053 (conc. opn. of Werdegar, J.).) The burden falls on Asurion to rebut that presumption.

46. Independently, Asurion impeded and discouraged Plaintiffs and Class Members from taking compliant meal periods on shifts that crossed the five-hour threshold. An employer satisfies its meal period obligations only when it “relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.) Asurion’s dispatch and routing practices place in-home experts on back-to-back customer assignments with no defined meal period window built into the workday. Asurion has communicated to in-home experts that pulling over en route between customer assignments may be treated as time clock fraud. The combined effect of these practices is that Plaintiffs and Class Members are not afforded a reasonable opportunity to take an uninterrupted meal period during their working hours, and are affirmatively pressured by Asurion’s operational structure to forgo any such break.

47. Asurion did not pay meal period premium wages of one additional hour at the regular rate of compensation for each missed or non-compliant meal period, as required by Labor Code section 226.7(c). On occasions when Asurion did pay meal period premium wages at Plaintiffs and Class Members’ base hourly rate, even when they earned non-discretionary commissions or other non-discretionary remuneration in the workweek in which the premium was owed, Asurion failed to pay meal period premium wages at the regular rate of pay.

48. Asurion’s failure to provide compliant meal periods and its failure to pay one additional hour of premium pay for each missed or non-compliant meal period violates Labor Code sections 226.7, 512, and 1198 and the meal period provisions of IWC Wage Order Nos. 7-2001 and 4-2001.

Failure to Authorize and Permit Rest Periods

49. Employees must be authorized and permitted to take a paid, duty-free rest period of at least ten net minutes for every four hours worked, or major fraction thereof, as near the middle of each work period as practicable. Employees working shifts of more than ten hours are entitled to a

third rest period. (Lab. Code § 226.7; IWC Wage Order Nos. 7-2001 § 12 and 4-2001 § 12.) Unlike meal periods, there is no rest period waiver under California law.

50. Asurion violated Labor Code sections 226.7 and 1198, as well as the rest break provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to authorize and permit Plaintiffs and Class Members to take timely, duty-free rest periods as required, and by failing to pay the required premium compensation for each rest period that was not provided.

51. The same structural conditions that prevent compliant meal periods (back-to-back scheduling, pulling over regarded as time clock fraud, no mechanism for authorizing duty-free breaks, etc.) equally prevent employees from taking compliant rest periods.

52. Asurion did not pay rest period premium wages of one additional hour at the regular rate of compensation for each missed rest period, as required by Labor Code section 226.7(c).

53. By failing to authorize and permit legally compliant rest periods and by failing to pay the applicable premium wages, Asurion violated Labor Code sections 226.7 and 1198 and the rest period provisions of IWC Wage Order Nos. 7-2001 and 4-2001.

Failure to Maintain Required Payroll Records

54. Employers are required to maintain accurate records of the names and addresses of all employees, the hours worked daily by each employee and the wages paid to each employee, and to preserve such records for a period of not less than three years. (Lab. Code § 1174(d); IWC Wage Order Nos. 7-2001, § 7(A) and 4-2001, § 7(A).)

55. Asurion violated Labor Code section 1174(d), as well as the employment records provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to maintain accurate and complete records of the hours worked and wages paid to Plaintiffs and Class Members.

56. For example, Asurion does not record or compensate post-shift drive time within the 45-minute and 45-mile deduction window, despite the fact that this drive is employer-imposed travel under Asurion's control. Asurion's payroll records consequently understate the total hours worked each pay period.

57. Asurion's time records contain no meal period clock-outs or clock-ins for shifts exceeding five hours of total compensable time. The absence of meal period entries is a per se

violation of section 1174(d) and IWC Wage Order Nos. 7-2001, section 7, and 4-2001, section 7, independent of whether compliant meal periods were in fact provided. This recordkeeping failure also prevents any after-the-fact verification of meal period compliance and, as *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 74-76 makes clear, precludes Asurion from relying on its own time records to establish that compliant meal periods were provided.

58. In addition, Asurion's automated mileage deduction logic, which deducts 45 minutes and 45 miles from each post-shift drive without any input from Plaintiffs or Class Members, generates time and mileage records that systematically understate actual time and miles driven under Asurion's control. Where the underlying timekeeping system is automated, the resulting records are not accurate within the meaning of section 1174(d) and Wage Order Nos. 7-2001, section 7, and 4-2001, section 7.

59. By failing to maintain accurate and complete employment records, Asurion violated Labor Code section 1174(d) and IWC Wage Order Nos. 7-2001 and 4-2001. These recordkeeping failures facilitated and concealed the wage payment and wage statement violations described herein. Accordingly, these recordkeeping failures constitute a violation of section 1198 (for failing to comply with the Labor Code and wage order provisions).

Failure to Furnish Timely and Accurate Itemized Wage Statements

60. Employers are required to provide employees with timely and accurate itemized wage statements for each pay period containing, among other items, gross wages earned, total hours worked, all applicable hourly rates and the hours worked at each rate, and net wages earned. (Lab. Code § 226(a); IWC Wage Order Nos. 7-2001, § 7 and 4-2001, § 7.)

61. Asurion violated Labor Code sections 226 and 226.3, as well as the wage statement provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to provide Plaintiffs and Class Members with timely and accurate itemized wage statements containing all required information.

62. Asurion's wage statements are inaccurate and incomplete in multiple independent respects, including, but not limited to, the following: they exclude post-shift drive time within the 45-minute and 45-mile deduction window from total hours worked; they reflect "Comp Time" paid at the in-home expert's base hourly rate rather than the regular rate of pay required by Wage Order No.

7-2001, section 5, and 4-2001, section 5; they do not reflect any separate or correctly calculated regular rate of pay for workweeks in which non-discretionary commissions or non-discretionary bonuses were earned; they use the “Comp Time” line item as a single, undifferentiated bucket to record payments for multiple categorically distinct purposes (including reporting time pay, coaching, CTO, and other categories), without identifying the basis of payment for each entry; and they omit meal and rest period premium wages owed for each missed or non-compliant break.

63. In addition, Asurion has on multiple occasions issued multiple wage statements covering the same pay period. For example, on occasion, Plaintiffs received one wage statement reflecting hours worked and base pay for the pay period and a separate wage statement reflecting only a supplemental non-discretionary bonus payment for the same pay period, with the latter statement reflecting zero hours worked. Splitting a single pay period across two wage statements in this manner deprives the employee of the consolidated information required by Labor Code section 226(a) and frustrates the employee’s ability to determine, from the face of either wage statement alone, whether total hours, gross wages, and net wages for the pay period have been accurately reported.

64. As a result, Plaintiffs and Class Members cannot determine from their wage statements whether they have been fully and correctly compensated, frustrating the transparency purposes of Labor Code section 226. Each pay period in which Asurion issued a non-compliant wage statement constitutes a separate violation.

Failure to Reimburse Business Expenses

65. Employers must indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of their duties, and to provide or reimburse the cost of all tools and equipment required for work. (Lab. Code § 2802; IWC Wage Order Nos. 7-2001, § 9(B) and 4-2001, § 9(B).)

66. Asurion violated Labor Code section 2802, as well as the indemnification and reimbursement provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to indemnify Plaintiffs and Class Members for all necessary expenditures incurred in direct consequence of the discharge of their duties and by failing to provide or reimburse the cost of all tools and equipment

required for work.

67. For example, Asurion requires Plaintiffs and Class Members to use their personal vehicles to travel from the FSL warehouse to assigned customers' homes and from the last customer's home of the shift to a Company-imposed termination point. Asurion does not pay any mileage reimbursement for the post-shift drive within the 45-minute and 45-mile deduction window, even though that drive is employer-imposed travel undertaken at Asurion's direction. The unreimbursed mileage represents a necessary business expenditure that Asurion unlawfully transfers to Plaintiffs and Class Members.

68. Moreover, Asurion requires Plaintiffs and Class Members to install and operate employer-designated mobile applications on their personal cell phones for clock-in and clock-out, GPS location tracking, dispatch communications, customer interaction, and sales transactions throughout each shift. Under *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1140, an employer must reimburse a reasonable percentage of an employee's actual monthly cell phone bill whenever the employee is required to use a personal device for work, regardless of the type of plan the employee carries. Asurion's flat cell phone reimbursement of approximately \$35 per month does not satisfy *Cochran's* reasonable percentage standard.

69. By excluding post-shift drives from a Company-imposed termination point that are within the 45-minutes and 45-mile deduction window and by failing to reimburse a reasonable percentage of Plaintiffs and Class Members' cell phone bill for the required use of personal cell phones for work purposes, Asurion violated Labor Code section 2802 and IWC Wage Order Nos. 7-2001 section 9(B) and 4-2001 section 9(B).

Failure to Pay All Wages Due Upon Separation

70. Employers must timely pay all wages earned at the time of separation. An involuntarily terminated employee must be paid all final wages immediately upon termination, and an employee who resigns without notice must be paid within 72 hours of separation. (Lab. Code §§ 201, 202.) An employer who willfully fails to timely pay final wages is liable for waiting time penalties equal to the employee's daily rate of pay for each day the wages remain unpaid, up to a maximum of 30 days. (Lab. Code § 203.)

71. Asurion violated Labor Code sections 201, 202, and 203, by failing to pay separated Class Members all wages earned at the time of separation and by failing to pay waiting time penalties for the full 30-day statutory period.

72. Because Asurion failed to pay all wages owed as described above, including unpaid compensable hours, overtime premiums, proper reporting time pay rates, and meal and rest period premium wages, Class Members who separated from Asurion's employment did not receive all wages due at the time of their separation, and Asurion failed to pay waiting time penalties for the full 30-day statutory period. Asurion's practices violate Labor Code sections 201, 202, and 203.

Unlawful Imposition of Forum-Selection Provisions on California Employees

73. Labor Code section 925 prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would either (1) require the employee to adjudicate outside California a claim arising in California, or (2) deprive the employee of the substantive protection of California law with respect to a controversy arising in California. (Lab. Code § 925(a).) The statute applies to any contract entered into, modified, or extended on or after January 1, 2017. (Lab. Code § 925(f).) The only exception is for employees individually represented by legal counsel in negotiating the provision at issue. (Lab. Code § 925(e).) A provision that violates section 925 is voidable by the employee, and any dispute arising thereunder shall be adjudicated in California under California law. (Lab. Code § 925(b).) Moreover, in addition to injunctive relief and any other remedies available, a court may award an employee who is enforcing his or her rights under section 925 reasonable attorney's fees. (Lab. Code § 925(c).)

74. Asurion violated Labor Code section 925 by requiring Plaintiffs and Class Members, "[a]s a condition of [] employment," to submit to the personal jurisdiction of the state and federal courts in Davidson County, Tennessee for any lawsuit Asurion files there "arising from or relating to" its Employment, Confidential Information, Invention Assignment, and Arbitration Agreement. That "arising from or relating to" language is not limited to employment claims; it sweeps in any controversy Asurion characterizes as related to the Agreement, which, by its own terms, governs the entire employment relationship.

///

75. Plaintiffs and Class Members primarily resided and worked in California; the controversies described herein arose in California; the agreements at issue were entered into, modified, or extended after January 1, 2017; and Plaintiffs and Class Members were not individually represented by legal counsel in negotiating those agreements.

76. By requiring Plaintiffs and Class Members to agree to the foregoing unlawful provisions as a condition of employment, Asurion violated Labor Code section 925.

CLASS ACTION ALLEGATIONS

The Class

77. Plaintiffs bring this action individually and on behalf of all other similarly situated individuals (“Class Members”) belonging to one or more of the following subclasses:

- **Unpaid Wages Subclass:** Asurion’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, performed work for which they were not paid all compensation owed, including minimum wage, straight time, and overtime.
- **Minimum Wage Subclass:** Asurion’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, were not paid the applicable state or local minimum wage for all hours worked.
- **Overtime and Double Time Subclass:** Asurion’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked in excess of 8 hours in a workday, 40 hours in a workweek, or on the seventh consecutive day of a workweek without receiving all legally required overtime compensation at 1.5 times their regular rate of pay, or double their regular rate of pay for all hours worked in excess of 12 hours in a workday or in excess of 8 hours on the seventh consecutive day of a workweek.
- **Reporting Time Pay Subclass:** Asurion’s current and former California employees who, at any time from four years preceding the filing of the initial complaint in this

action to the date of judgment, worked less than half of the employee's usual or scheduled day's work without receiving two hours of reporting time pay at the regular rate of pay.

- **Meal Period Subclass:** Asurion's current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked a shift in excess of 5 hours without receiving one legally compliant meal period of at least 30 minutes for every 5 hours worked, with each such meal period commencing no later than the end of the employee's fifth consecutive hour of work for that meal period interval.
- **Rest Period Subclass:** Asurion's current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, worked a shift of 3.5 hours or more without receiving one legally compliant, duty-free rest period of at least 10 minutes for every 4 hours worked, or major fraction thereof.
- **Wage Statement Subclass:** Asurion's current and former California employees who, at any time from one year preceding the filing of the initial complaint in this action to the date of judgment, did not receive timely and accurate itemized wage statements in accordance with California Labor Code section 226.
- **Business Expense Reimbursement and Indemnification Subclass:** Asurion's current and former California employees who, at any time from four years preceding the filing of the initial complaint in this action to the date of judgment, incurred necessary expenditures or losses, or were exposed to claims, demands, or liabilities, in direct consequence of the discharge of their job duties or in obedience to the directions of Defendants, and were not fully reimbursed or indemnified therefor.
- **Waiting Time Penalties Subclass:** Asurion's current and former California employees who, at any time from three years preceding the filing of the initial complaint in this action to the date of judgment, were not paid all wages owed immediately upon discharge or within 72 hours of resignation.

- **Unlawful Forum Selection Subclass:** Asurion’s current and former California employees who, at any time on or after January 1, 2017 to the date of judgment, were required, as a condition of employment and without being individually represented by legal counsel in negotiating the provision, to agree to a provision requiring them to adjudicate outside California a claim arising in California, or depriving them of the substantive protection of California law with respect to a controversy arising in California.

78. Plaintiffs reserve the right to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

Numerosity

79. The Class Members are sufficiently numerous that joinder of each Class Member would be impracticable, and the disposition of their claims in a class action, rather than in numerous individual actions, will benefit the parties, the Court, and the interests of justice.

80. Accounting for employee turnover during the relevant time period necessarily increases this number. Asurion’s employment records will provide information as to the number and location of all Class Members.

Typicality

81. Plaintiffs’ claims are typical of the claims of other Class Members. Plaintiffs and other Class Members sustained injuries and damages arising out of and caused by Asurion’s common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

Commonality

82. There is a well-defined community of interest in the questions of law and fact involving all Class Members in that Asurion treated Class Members uniformly. Common questions of law and fact predominate over questions that affect only individual Class Members.

Superiority

83. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all Class Members is impractical, class

action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual Class Members to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action.

Individualized litigation would also present the potential for inconsistent or contradictory judgments.

Adequacy

84. Plaintiffs and their counsel will fairly and adequately protect the interests of other Class Members. Plaintiffs have no interests that are adverse to the interests of other Class Members.

FIRST CAUSE OF ACTION

Failure to Pay State Minimum Wage

(Cal. Labor Code Sections 510, 1194, 1194.2, 1197, 1198; IWC Wage Order Nos. 7-2001 and 4-2001; IWC Minimum Wage Order Nos. MW-2025 and MW-2026)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

85. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

86. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

87. Section 4 of Industrial Welfare Commission Wage Order Nos. 7-2001 and 4-2001 provides in pertinent part the following:

4. MINIMUM WAGES

(A) Every employer shall pay to each employee wages not less than the following:

(1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following:

(a) Ten dollars and fifty cents (\$10.50) per hour for all hours worked, effective January 1, 2017;

(b) Eleven dollars (\$11.00) per hour for all hours worked, effective January 1, 2018....

88. California Labor Code section 1194 provides in pertinent part the following:

1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

89. California Labor Code section 1194.2 provides in pertinent part the following:

1194.2. (a) In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

90. California Labor Code section 1197 provides in pertinent part the following:

1197. The minimum wage for employees fixed by the commission or any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

91. California Minimum Wage Order MW-2025 states that, for labor performed from January 1, 2022 to December 31, 2022, for employers with 26 or more employees, the minimum wage is \$15.00 per hour; and, for employers with 25 or fewer employees, the minimum wage is \$14.00 per hour. For labor performed from January 1, 2023 to December 31, 2023, the minimum wage is \$15.50 per hour. For labor performed from January 1, 2024 to December 31, 2024, the minimum wage is \$16.00 per hour. For labor performed from January 1, 2025 to December 31, 2025, the minimum wage is \$16.50 per hour.

92. California Minimum Wage Order MW-2026 states that for labor performed from January 1, 2026 to December 31, 2026, the minimum wage is \$16.90 per hour.

93. In addition to the California minimum wage set forth in the Industrial Welfare Commission Wage Orders and Minimum Wage Orders, numerous cities and counties within California have enacted local minimum wage ordinances that establish minimum wage rates higher

than the state minimum wage, including but not limited to, Los Angeles. Where an employee performs work within a jurisdiction that has adopted a local minimum wage ordinance, the employer is required to pay the employee the applicable local minimum wage rate if it exceeds the state minimum wage. An employer's failure to pay the highest applicable minimum wage for all hours worked violates California Labor Code sections 1194, 1197, and 1198, applicable Industrial Welfare Commission Wage Orders, and the relevant local minimum wage ordinances.

94. At relevant times herein, Asurion intentionally failed to pay Plaintiffs and Class Members minimum wages required by law, including overtime compensation at the minimum wage rate.

95. Plaintiffs and Class Members are entitled to recover their earned wages at the minimum wage rate, interest thereon, and reasonable attorney's fees and costs. Pursuant to Labor Code section 1194.2, Plaintiffs and Class Members are also entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

96. As a direct and proximate result of the aforementioned acts and omissions, Plaintiffs and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Compensation

(California Labor Code Sections 510, 1194, and 1198; IWC Wage Order Nos. 7-2001 and 4-2001)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

97. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

98. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

///

99. Section 3 of Industrial Welfare Commission Wage Order Nos. 7-2001 and 4-2001 provides in pertinent part the following:

3. HOURS AND DAYS OF WORK

(A) Daily Overtime - General Provisions

(1) ... employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

100. California Labor Code section 510 provides in pertinent part the following:

510. (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee....

101. California Labor Code section 1194 provides in pertinent part the following:

1194. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

102. At relevant times herein, Asurion failed to pay Plaintiffs and Class Members overtime compensation.

103. As a direct and proximate result of the aforementioned acts and omissions, Plaintiffs and Class Members have sustained damages in excess of the jurisdictional minimum of this Court,

plus interest thereon at the maximum legal rate.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(California Labor Code Sections 226.7, 512, and 1198; IWC Wage Order Nos. 7-2001 and 4-2001)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

104. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

105. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

106. Section 11 of Industrial Welfare Commission Wage Order Nos. 7-2001 and 4-2001 provides in pertinent part the following:

11. MEAL PERIODS

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes....

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

107. California Labor Code section 512 provides in pertinent part the following:

512. (a) An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

108. California Labor Code section 226.7 provides in pertinent part the following:

226.7....(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

109. At relevant times herein, Asurion caused Plaintiffs and Class Members to work for periods of more than five hours without a meal period of at least 30 minutes.

110. Plaintiffs and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required by the Labor Code.

111. As a direct and proximate result of the aforementioned acts and omissions, Plaintiffs and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Periods

(California Labor Code Sections 226.7 and 1198; IWC Wage Order Nos. 7-2001 and 4-2001)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

112. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

113. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

114. California Labor Code section 226.7 provides in pertinent part the following:

226.7....(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

///

115. Section 12 of Industrial Welfare Commission Wage Order Nos. 7-2001 and 4-2001 provides in pertinent part the following:

12. REST PERIODS

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

116. At relevant times herein, Asurion caused Plaintiffs and Class Members to work for periods of more than four hours or major fraction thereof without rest periods of at least 10 minutes.

117. Plaintiffs and Class Members were not paid an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required by the Labor Code.

118. As a direct and proximate result of the aforementioned acts and omissions, Plaintiffs and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

FIFTH CAUSE OF ACTION

Failure to Furnish Timely and Accurate Wage Statements

(California Labor Code Sections 226 and 1198; IWC Wage Order Nos. 7-2001 and 4-2001)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

119. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

120. Labor Code section 1198 makes it unlawful for an employer to employ an employee for longer hours than those fixed by the Industrial Welfare Commission Wage Orders or under conditions of labor prohibited by Industrial Welfare Commission Wage Orders.

121. California Labor Code section 226 provides in pertinent part the following:

226. (a) Every employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

122. Section 7 of Industrial Welfare Commission Wage Order Nos. 7-2001 and 4-2001 provides in pertinent part the following:

7. RECORDS

...
(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item....

123. At relevant times herein, Asurion knowingly and intentionally failed to furnish Plaintiffs and Class Members with timely and compliant wage statements.

124. Pursuant to Labor Code section 226(e), Plaintiffs and Class Members are entitled to recover the greater of all actual damages or a statutory penalty equal to \$50 for the initial pay period in which the wage statement violation occurred and \$100 for each violation in a subsequent pay period, up to a total of \$4,000.

125. Asurion's conduct also entitles Plaintiffs and Class Members to seek preliminary and permanent injunctive relief, including, but not limited to, an order that Asurion issue wage and hour

statements to their workers that comply with Labor Code section 226.

126. As a direct and proximate result of the aforementioned acts and omissions, Plaintiffs and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SIXTH CAUSE OF ACTION

Waiting Time Penalties

(California Labor Code Sections 201, 202, and 203)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

127. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

128. California Labor Code sections 201 through 203 provide in pertinent part the following:

201. (a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately....

202. (a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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...

203. (a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....

129. At relevant times herein, Asurion willfully failed to pay Class Members who have separated from Defendant earned wages immediately upon discharge or within 72 hours of resignation.

130. Pursuant to Labor Code section 203(a), separated Class Members are entitled to a statutory penalty based on separated Class Members' daily wage rate starting from separated Class Members' employment end date until 30 days from separated Class Members' employment end date.

131. As a direct and proximate result of the aforementioned acts and omissions, separated Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

SEVENTH CAUSE OF ACTION

Failure to Indemnify for All Necessary Expenditures and Losses

(California Labor Code Section 2802; IWC Wage Order Nos. 7-2001 and 4-2001)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

132. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

133. California Labor Code section 2802 provides in pertinent part the following:

2802. (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.
...

134. Section 9(B) of Industrial Welfare Commission Wage Order Nos. 7-2001 and 4-2001 provides in pertinent part the following:

(B) When 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. ...

135. At relevant times herein, Asurion failed to indemnify Plaintiffs and Class Members for all necessary expenditures and losses incurred in direct consequence of the discharge of Plaintiffs and Class Members' duties or of Plaintiffs and Class Members' obedience to Asurion's directions.

136. As a direct and proximate result of the aforementioned acts and omissions, Plaintiffs and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

EIGHTH CAUSE OF ACTION

Unlawful Imposition of Forum-Selection Provisions

(California Labor Code Section 925)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1
Through 100)

137. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

138. California Labor Code section 925 provides in pertinent part the following:

(a) An employer shall not require an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would do either of the following:

(1) Require the employee to adjudicate outside of California a claim arising in California.

(2) Deprive the employee of the substantive protection of California law with respect to a controversy arising in California.

(b) Any provision of a contract that violates subdivision (a) is voidable by the employee, and if a provision is rendered void at the request of the employee, the matter shall be adjudicated in California and California law shall govern the dispute.

(c) In addition to injunctive relief and any other remedies available, a court may award an employee who is enforcing his or her rights under this section reasonable attorney's fees.

...

(e) This section shall not apply to a contract with an employee who is in fact individually represented by legal counsel in negotiating the terms of an agreement to designate either the venue or forum in which a controversy arising from the employment contract may be adjudicated or the choice of law to be applied.

139. At relevant times herein, Asurion required Plaintiffs and Class Members, as a condition of employment, to adjudicate their claims outside of California.

140. Asurion deprived Plaintiffs and Class Members of the substantive protection of California law with respect to a controversy arising in California.

141. Plaintiffs and Class Members were not individually represented by legal counsel in negotiating the terms of the agreement.

142. As a direct and proximate result of the aforementioned acts and omissions, Plaintiffs and Class Members have sustained damages in excess of the jurisdictional minimum of this Court, plus interest thereon at the maximum legal rate.

143. Additionally, the unlawful provisions entitle Plaintiffs and Class Members to seek preliminary and permanent injunctive relief.

NINTH CAUSE OF ACTION

Unfair Competition

(California Business & Professions Code Section 17200, et seq.)

(By Plaintiffs, Individually and on Behalf of All Class Members, Against Defendant and Does 1 Through 100)

144. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

145. Defendant's above violations constitute unfair business practices in violation of the UCL.

146. Plaintiffs and Class Members have suffered injury in fact and have lost money or property as a result of Defendant's unfair business practices, and Defendant has reaped unfair benefits and illegal profits at the expense of Plaintiffs and Class Members.

147. Plaintiffs and Class Members are thus entitled to declaratory and equitable relief, including, but not limited to, restitution of all amounts owing to Plaintiffs and Class Members.

148. Additionally, Defendant's unfair business practices entitle Plaintiffs and Class Members to seek preliminary and permanent injunctive relief.

TENTH CAUSE OF ACTION

Private Attorneys General Act

(California Labor Code Section 2698, et seq.)

(By Plaintiffs, Individually and on Behalf of all Aggrieved Employees and the State of California, Against Defendant and Does 1 Through 100)

149. Plaintiffs re-allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

150. This cause of action is brought by Ms. Wood, Mr. Toubeaux, and Mr. Kumar, as aggrieved employees and proxy of the State of California, pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"), on behalf of themselves and all other

current and former California non-exempt employees of Defendant who suffered one or more of the Labor Code violations described herein (“Aggrieved Employees”).

151. On or about June 11, 2026, Plaintiffs provided an amended written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendant of the specific provisions of the California Labor Code and applicable Wage Orders that Plaintiffs allege Defendant violated, as required by Labor Code section 2699.3. Plaintiffs submitted notice electronically to the LWDA and served Defendant by certified mail, return receipt requested. More than sixty-five (65) calendar days have elapsed since the LWDA was provided notice, the LWDA has not notified the parties that it intends to investigate the alleged violations, and Plaintiffs have therefore satisfied the exhaustion requirements of Labor Code section 2699.3. Therefore, Plaintiffs are authorized to, and hereby do, commence a civil action to recover civil penalties under PAGA against Defendant.

152. Defendant engaged in uniform, companywide employment practices that violated the California Labor Code and applicable Wage Orders with respect to Plaintiffs and all other Aggrieved Employees. These practices were systemic, standardized, and applied throughout Defendant's California operations. The factual bases for each violation are set forth in the preceding allegations incorporated herein by reference, and are further described in the PAGA notice attached hereto as **Exhibit 1**, all of which are incorporated herein as if fully set forth.

153. Through the uniform policies and practices described herein, Defendant violated, and continues to violate, one or more provisions of the California Labor Code and applicable IWC Wage Orders with respect to Plaintiffs and the Aggrieved Employees, including those violations alleged in the preceding causes of action, those identified in the PAGA notice attached hereto as **Exhibit 1**, and those set forth below:

- **Labor Code sections 201, 202, and 203** for Asurion’s failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code section 204** for Asurion’s failure to pay all earned wages within the time prescribed in subsections 204(a) and 204(b).
- **Labor Code section 206** for Asurion’s failure to pay all undisputed wages.

///

- **Labor Code section 210** for Asurion’s failure to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- **Labor Code section 221** for Asurion collecting and receiving owed wages.
- **Labor Code section 226** for Asurion’s failure to provide timely and accurate itemized wage statements.
- **Labor Code section 226.3** for Asurion’s violation of Labor Code section 226(a).
- **Labor Code section 226.7** for Asurion’s failure to provide proper rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required under the Labor Code.
- **Labor Code sections 226.7 and 512** for Asurion’s failure to provide proper meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required under the Labor Code.
- **Labor Code sections 510 and 1194** for Asurion’s failure to pay overtime and double time compensation.
- **Labor Code sections 510, 1182.12, 1194, 1194.2, 1197, and 1197.1** for Asurion’s failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Labor Code section 558** for Asurion violating, or causing to be violated, a section of the chapter of the Labor Code starting with Labor Code section 500, et seq. or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.
- **Labor Code section 558.1** for Asurion violating, or causing to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating, or causing to be violated, Sections 226, 226.7, 1193.6, 1194, and/or 2802.
- **Labor Code section 925** for Asurion’s requiring California employees, as a condition of employment, to agree to provisions that would require them to adjudicate outside California claims arising in California and/or deprive them of the substantive protection of California law.

- 1 • **Labor Code section 1174** for Asurion’s failure to maintain compliant employee and payroll
2 records.
- 3 • **Labor Code section 1174.5** for Asurion’s failure to maintain required payroll records as
4 described herein.
- 5 • **Labor Code section 1197.1** for Asurion paying, or causing to be paid, a wage less than the
6 minimum wage.
- 7 • **Labor Code section 1198** for Asurion employing employees for longer hours than those
8 fixed by the Industrial Welfare Commission or under conditions of labor prohibited by the
9 Industrial Welfare Commission, including, but not limited to:
 - 10 ○ Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section
11 3, requiring Asurion to pay overtime and double time compensation.
 - 12 ○ Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section
13 4, requiring Asurion to pay minimum wages, including overtime and double time
14 compensation at the minimum wage rate.
 - 15 ○ Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section
16 5, requiring Asurion to pay reporting time pay for scheduled shifts when the employee
17 is not put to work or is furnished less than half the usual or scheduled day’s work.
 - 18 ○ Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section
19 7, requiring Asurion to maintain accurate information with respect to each employee,
20 provide employees with thorough and accurate itemized wage statements, and provide
21 clocks within a reasonable distance from employees’ work areas.
 - 22 ○ Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section
23 9, requiring Asurion to provide and maintain the uniforms, tools, and equipment it
24 requires its employees to wear or use.
 - 25 ○ Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section
26 11, requiring Asurion to provide its employees with adequate meal periods and an
27 additional hour of pay at the regular rate of compensation in lieu of the mandated meal
28 periods.

○ Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 12, requiring Asurion to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.

- **Labor Code section 1199** for Asurion violating, or causing to be violated, the provisions of the order of the Industrial Welfare Commission.
- **Labor Code section 2802** for Asurion's failure to indemnify for all necessary business expenditures or losses.

154. Additional investigation and formal discovery may uncover additional violations of the California Labor Code and applicable Wage Orders, additional categories of harm suffered by Plaintiffs and the Aggrieved Employees, and other individuals who were harmed by Asurion's conduct. Plaintiffs will amend this Complaint and the PAGA notice with additional information and theories as they become known.

155. Plaintiffs are informed and believe, and thereon allege, that Asurion's violations were knowing, intentional, and willful, or in the alternative, were the result of Asurion's failure to implement lawful policies and practices despite being on notice of their obligations under California law. Asurion's violations were not the result of a good-faith dispute regarding the application of any law.

156. As a direct and proximate result of Asurion's violations, Plaintiffs, the Aggrieved Employees, and the State of California have been damaged in an amount to be proven at trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For compensatory damages, in an amount according to proof.
2. For all statutory and civil penalties authorized by law.
3. For restitution of all wrongfully withheld amounts and disgorgement of all ill-gotten profits, in an amount according to proof.
4. For preliminary and permanent injunctive relief requiring Defendants to cease and desist from further unfair competition and to bring Defendants in compliance with the

aforementioned laws.

5. For a declaratory judgment that practices complained of in this complaint are unlawful and violate California law.

6. For attorney's fees and costs pursuant to all applicable provisions of law.

7. For costs of suit incurred herein.

8. For prejudgment interest.

9. For such other relief as the court may deem proper.

Dated: August 20, 2026

STONEBROOK LAW

By: _____

JOSEPH TOJARIEH
Attorney for Plaintiffs
JOAQUINA WOOD, JONAH TOUBEAUX,
and SUKHCHAIN KUMAR, individually and
on behalf of all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury.

Dated: August 20, 2026

STONEBROOK LAW

By: _____

JOSEPH TOJARIEH
Attorney for Plaintiffs
JOAQUINA WOOD, JONAH TOUBEAUX,
and SUKHCHAIN KUMAR, individually and
on behalf of all others similarly situated

EXHIBIT 1



10250 Constellation Boulevard, Suite 2300
Los Angeles, California 90067
Telephone: (310) 553-5533
Facsimile: (310) 553-5536
www.stonebrooklaw.com

Writer's Email Address:
jft@stonebrooklaw.com

Writer's Extension:
1001

June 11, 2026

Via electronic submission to

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via certified mail (return receipt requested) to

Asurion Insurance Services, Inc.
140 11th Avenue North
Nashville, TN 37203

Article number: 9589 0710 5270 4056 9249 66

Via certified mail (return receipt requested) to

National Registered Agents, Inc.
California Registered Corporate Agent (1505)
for Asurion Insurance Services, Inc.
330 N Brand Blvd
Glendale, CA 91203

Article number: 9589 0710 5270 4056 9249 59

Re: Violations of Labor Code Section 2699, *et seq.* – Amended PAGA Claim Notice

To Whom It May Concern:

This office represents Joaquina Wood, Jonah Toubeaux, and Sukhchain Kumar ("Plaintiffs"). This letter serves as Plaintiffs' Amended PAGA Claim Notice. Plaintiffs initially submitted a PAGA Claim Notice to the LWDA on or about June 9, 2026 (LWDA Case No. LWDA-CM-1183190-26). Plaintiffs, on behalf of themselves and all other aggrieved employees, intend to seek civil penalties under the Private Attorneys General Act of 2004 ("PAGA") (Lab. Code §§ 2699, *et seq.*), against Asurion Insurance Services, Inc. ("Asurion"), for violations of the California Labor Code and applicable Wage Orders, as set forth below.

Asurion's violations harmed Plaintiffs, as well as Asurion's other current and former California non-exempt employees (the "Aggrieved Employees").

Additional investigation and formal discovery may uncover additional ways Plaintiffs and Aggrieved Employees were harmed, additional damages they sustained, and other individuals who were harmed by Asurion's violations. Plaintiffs, therefore, reserve the right to supplement this letter with additional information as it becomes known.

I. Factual Background and Overview of Asurion's Practices

The facts underlying Plaintiffs' pursuit of civil penalties under PAGA are explained below.

a. Background on Asurion

Asurion is a Tennessee-headquartered company that provides phone-insurance, device-protection, and in-home technology services to consumers in California. Asurion contracts with major wireless carriers, including Verizon and AT&T, to deliver in-home device replacement and technical-support services to those carriers' customers. Asurion employs in-home experts in California who travel from a Field Service Location ("FSL") warehouse to customers' homes to perform device replacement, setup, and related services, and who concurrently sell additional Asurion-branded coverage and carrier services to those customers.

Asurion operates multiple FSL locations in California, including in Fresno, Los Angeles, and the San Francisco Bay Area. Asurion employs approximately 60 to 100 in-home experts in California at any given time, and approximately 1,000 in-home experts nationwide.

b. Background on Plaintiffs' Employment

Ms. Wood, Mr. Toubeaux, and Mr. Kumar are current employees of Asurion. They are in-home experts assigned to the Fresno FSL. Ms. Wood started her employment in about June 2025. Mr. Toubeaux started on approximately February 6, 2023. Mr. Kumar started in about June 2025.

Plaintiffs' employment was governed by uniform company-wide policies and practices that resulted in unpaid work, improper reporting time pay, improper overtime calculations, missed meal and rest periods, inaccurate wage statements, and unreimbursed business expenses.

c. Background on Asurion's Employment Practices Affecting Plaintiffs and Aggrieved Employees

Asurion maintained uniform employment practices that applied to Plaintiffs and all other Aggrieved Employees. These practices systematically resulted in violations of the California Labor Code and applicable IWC Wage Orders.

Asurion required "[a]s a condition of [] employment" that Plaintiffs and Aggrieved Employees who primarily reside and work in California to sign a pre-printed Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, which requires them to "expressly consent to the personal jurisdiction of the state and federal courts located in Davidson County, Tennessee for any lawsuit filed there against me by the Company arising from or relating to this Agreement."

Asurion in-home experts' primary duties consist of (1) traveling from the FSL to assigned customers' homes; (2) replacing and setting up customer devices in the home; and (3) selling Asurion-branded device-protection coverage (marketed under carrier brand names such as Verizon Home Device Protect and AT&T Home Tech Protection) and additional carrier services. They are required to use their personal vehicles and personal cell phones to perform these duties.

Asurion requires its in-home experts to clock in at the FSL warehouse at 4:05 p.m. each scheduled workday for a daily team meeting led by Asurion management. The meeting concludes at approximately 4:20 p.m. The in-home experts are then required to remain at the warehouse until 4:30 p.m. while Asurion's automated dispatch system finalizes that day's job assignments. At 4:30 p.m., the in-home experts depart the warehouse in their personal vehicles and drive to the first assigned customer's home.

Asurion routinely sends its in-home experts home at or shortly after 4:30 p.m. on workdays for which the dispatch system assigns no jobs or fewer than a full day's worth of jobs. On such days, Asurion pays its in-home experts a minimum of two hours of pay, with the difference between actual time clocked and two hours reflected on the wage statement as "Comp Time." Asurion pays Comp Time at the in-home expert's base hourly rate alone and does not include commissions or other non-discretionary compensation earned by the in-home expert in the workweek when calculating that rate. Asurion also uses Comp Time to mark entries in other contexts, including, but not limited to, coaching and 4-hour periods of "company time off" (CTO).

Asurion further requires its in-home experts to clock out upon completing their interaction at the last customer's home of the shift. After clocking out, in-home experts are required to drive their personal vehicles directly home in their assigned territory, often to a different city. Asurion does not pay any wages or mileage reimbursement for the drive home unless that drive exceeds both 45 minutes and 45 miles from the warehouse, in which case Asurion pays only the difference (the time and miles exceeding the 45-minute and 45-mile thresholds). The unpaid post-shift drive routinely lasts up to and beyond two hours. Moreover, Asurion's offer letter for the in-home expert position expressly requires them to "drive your own vehicle to and from the Forward Stocking Location and In-Home appointments up to 120 miles one way."

Asurion schedules customer visits back-to-back without scheduled breaks. Asurion treats time spent stopping while en route between assignments as a deviation from operational expectations and has communicated to its in-home experts that pulling over en route may be treated as time-clock fraud. In-home experts are pressured to forgo legally required rest periods to meet Asurion's production timelines.

Asurion's payroll and timekeeping records confirm both that compliant meal periods were not provided to in-home experts and that, when Asurion did pay meal period premiums, it calculated them at the wrong rate. Asurion's payment of these premiums reflects its own recognition that compliant meal periods were not provided.

Moreover, during pay periods when the in-home experts also earned nondiscretionary commission compensation, Asurion often calculated and paid the meal period premium at the base hourly rate, excluding commissions from the regular rate of compensation. On occasion, Asurion paid the

premium at a commission-adjusted rate higher than the base hourly rate it applied in every other period. Asurion's payroll system was, therefore, capable of calculating a commission-inclusive regular rate of compensation, but Asurion did not apply that rate to each meal period premium it paid. Asurion often defaulted to the base hourly rate, despite the in-home expert earning commissions in the same pay period.

Asurion requires its in-home experts to install and use employer-designated mobile applications on their personal cell phones for clock-in and clock-out, GPS location tracking, dispatch communications, customer interaction, and sales transactions throughout each shift. Asurion compensates its in-home experts for cell-phone use through a fixed monthly stipend of approximately \$35 per month (paid biweekly as "Field Dev Allow"), regardless of the in-home expert's actual cell-phone costs.

Asurion's wage statements identify the total hours worked, the base hourly rate, the Comp Time hours and rate, and the gross commissions paid in the period. They do not reflect the post-shift drive time described above as hours worked. They use a single, undifferentiated "Comp Time" line item to record payments for multiple categorically distinct purposes, without identifying the basis of payment for each entry. Asurion also issues multiple wage statements covering the same pay period for the same in-home expert.

The foregoing practices are uniform, systemic, and arise from Asurion's centralized business model and operational decisions. These practices affected Plaintiffs and Aggrieved Employees.

d. Failure to Pay Minimum and Straight Time Wages for All Hours Worked, Including Off-the-Clock and Unrecorded Time (Lab. Code §§ 1194, 1194.2, 1197, 1198; IWC Wage Order Nos. 7-2001 §§ 3, 4 and 4-2001 §§ 3, 4)

California law requires employers to pay employees for all hours worked, defined 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, whether or not required to do so." (IWC Wage Order Nos. 7-2001, § 2(G) and 4-2001, § 2(K); *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 578.) All hours worked must be paid no less than the applicable minimum wage. (Lab. Code §§ 1194, 1197, 1198; IWC Wage Order Nos. 7-2001, § 4 and 4-2001, § 4.) An employer who fails to pay minimum wages is liable to the employee for the unpaid wages, liquidated damages in an equal amount, plus interest, attorney's fees, and costs. (Lab. Code §§ 1194(a), 1194.2.)

Asurion violated Labor Code sections 1194, 1194.2, 1197, and 1198, as well as the minimum wage provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to compensate Plaintiffs and Aggrieved Employees for all hours worked.

For example, Asurion requires its in-home experts to undertake employer-directed drives of up to 120 miles in each direction, while paying for time and mileage only on the portion of the post-shift drive exceeding the 45-minute and 45-mile thresholds. The structure of Asurion's compensation policy thus systematically disclaims responsibility for compensable employer-controlled travel that Asurion itself requires as a condition of employment.

Asurion requires Plaintiffs and Aggrieved Employees to clock out at the last customer's home of each shift and then drive their personal vehicles to a Company-imposed termination point. The drive from the last customer's home is dictated by Asurion's job-assignment decisions. Plaintiffs and Aggrieved Employees have no control over which customer is assigned last, where that customer is located, or how far that location is from their home. The drive is therefore not an ordinary commute from a fixed worksite; it is employer-imposed travel undertaken at Asurion's direction and for Asurion's benefit. During this travel, Plaintiffs and Aggrieved Employees remain subject to Asurion's control. They are required to operate Asurion's mobile applications on their personal phones, are restricted from making personal stops, and are subject to discipline if they pull over to attend to personal matters.

Moreover, Asurion's 45-minute and 45-mile deduction has no basis in California law. There is no statutory or regulatory authority that permits an employer to disregard the first 45 minutes and 45 miles of compensable employer-controlled travel each workday. Under California law, there is no de minimis threshold below which an employer may disregard compensable work time. (*Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 848.)

The foregoing is not an exhaustive account of Asurion's minimum wage violations, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

By failing to compensate Plaintiffs and Aggrieved Employees for all hours worked, including time spent under Asurion's control as described above, Asurion violated Labor Code sections 1194, 1194.2, 1197, and 1198 and the minimum wage provisions of IWC Wage Order Nos. 7-2001 and 4-2001. These violations give rise to civil penalties under PAGA for Plaintiffs and Aggrieved Employees and for each workday and pay period in which they earned below minimum wage.

e. Failure to Pay Overtime Compensation (Lab. Code §§ 510, 1194, 1198; IWC Wage Order Nos. 7-2001 § 3 and 4-2001 § 3)

An employer is required to pay time-and-one-half the employee's regular rate of pay for all hours over 8 in a day, for the first 8 hours worked on the seventh consecutive day of a workweek, and for all hours over 40 in a workweek, and double the regular rate for all hours over 12 in a day and for all hours over 8 on the seventh consecutive day of a workweek. (Lab. Code §§ 510(a), 1194, 1198; IWC Wage Order Nos. 7-2001, § 3 and 4-2001, § 3.)

Asurion violated Labor Code sections 510, 1194, and 1198, as well as the overtime provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to pay Plaintiffs and Aggrieved Employees the required overtime and double-time premiums for all hours triggering such compensation under the foregoing provisions.

For example, because Asurion fails to record and compensate post-shift drive time as described above, those additional compensable hours are excluded from Asurion's daily and weekly overtime threshold calculations. On any workday or workweek in which adding those uncompensated hours to the recorded hours pushes total time past the applicable overtime threshold, additional overtime and double time premiums are owed and not paid.

The foregoing is not an exhaustive account of Asurion's overtime violations, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

By engaging in the unlawful wage and hour practices above, including, but not limited to, failing to record and compensate all hours worked and failing to properly calculate overtime wages, Asurion violated Labor Code sections 510, 1194, and 1198 and the overtime provisions of IWC Wage Order Nos. 7-2001 and 4-2001. These violations entitle Plaintiffs and Aggrieved Employees to recover PAGA penalties.

f. Failure to Pay Reporting Time Pay (Lab. Code §§ 558, 1198; IWC Wage Order Nos. 7-2001 § 5 and 4-2001 § 5)

When a non-exempt employee reports for work as scheduled but is not put to work or is furnished less than half of the employee's usual or scheduled day's work, the employer must pay the employee for half the usual or scheduled day's work, but in no event less than two hours and not more than four hours, at the employee's regular rate of pay. (IWC Wage Order Nos. 7-2001 and 4-2001, § 5(A); Lab. Code § 1198.) The "regular rate of pay" is not limited to the employee's base hourly rate; it includes all non-discretionary compensation earned by the employee in the relevant pay period, including non-discretionary commissions and bonuses. (See *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542.)

Moreover, the reporting time pay required by Wage Order Nos. 7-2001 and 4-2001, section 5 is owed in addition to compensation for any hours the employee actually worked on the same day. The two-hour reporting time pay minimum operates as a separate, guaranteed entitlement triggered by the employee's reporting for work; it is not a top-up that an employer may satisfy by aggregating the employee's actual hours worked into the two-hour total. An employer that pays the employee a single combined two-hour total made up of actual hours worked plus a "fill-in" equal to the difference between hours worked and two hours has not paid the reporting time pay required by section 5 of the Wage Orders.

Asurion violated Labor Code sections 558 and 1198, as well as the reporting time pay provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to pay Plaintiffs and Aggrieved Employees the required reporting time pay rate of at least two hours of work at the regular rate of pay.

For example, on workdays when Asurion sends Plaintiffs and Aggrieved Employees home at or shortly after 4:30 p.m. due to insufficient job assignments, Asurion pays the difference between actual time clocked and the two-hour minimum as "Comp Time" at the flat base hourly rate.

Asurion's combined two-hour total impermissibly treats Plaintiffs and Aggrieved Employees' actual hours worked as offsetting the two-hour reporting time pay floor. As explained above, reporting time pay is owed in addition to compensation for hours actually worked. By absorbing hours worked into the two-hour minimum, Asurion pays Plaintiffs and Aggrieved Employees only for the hours actually worked plus a partial fill-in; it does not pay the full reporting time penalty pay.

Asurion calculates and pays the "Comp Time" portion at Plaintiffs or Aggrieved Employee's base hourly rate alone, regardless of whether they earned non-discretionary commissions or other non-

discretionary remuneration in the workweek in which the reporting time pay is owed. By disregarding both commissions and non-discretionary bonuses earned in the workweek, Asurion pays its fill-in reporting time pay at a rate below the regular rate of pay.

Asurion's payroll records confirm that its system is capable of incorporating nondiscretionary commissions into the regular rate when it elects to do so. On at least one occasion it calculated a premium at a commission-adjusted rate above the base hourly rate. Asurion nonetheless paid reporting time pay at the flat base hourly rate in pay periods in which Plaintiffs and Aggrieved Employees earned nondiscretionary commissions.

The foregoing is not an exhaustive account of Asurion's reporting time pay violations, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

By failing to pay the required number of hours at the required rate of pay for reporting time pay, Asurion violated Labor Code sections 558 and 1198 and the reporting time pay provisions of IWC Wage Order Nos. 7-2001 and 4-2001. These violations entitle Plaintiffs and Aggrieved Employees to recover PAGA penalties.

g. Failure to Provide Legally Required Meal Periods (Lab. Code §§ 226.7, 512, 1198; IWC Wage Order Nos. 7-2001 § 11 and 4-2001 § 11)

Employees who work more than five hours in a workday must be provided a timely, duty-free meal period of at least 30 uninterrupted minutes before the fifth hour, and employees who work more than ten hours be provided a second duty-free meal period of at least 30 uninterrupted minutes before the end of the tenth hour of work. (Lab. Code §§ 226.7, 512, 1198; IWC Wage Order Nos. 7-2001, § 11 and 4-2001, § 11.) Where a meal period is not provided, the employer must pay one additional hour of premium pay at the employee's regular rate of compensation. (Lab. Code § 226.7(c).)

Asurion violated Labor Code sections 226.7, 512, 1198, as well as the meal break provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to provide Plaintiffs and Aggrieved Employees with timely, duty-free, uninterrupted meal periods as required, and by failing to pay the required premium compensation for each meal period that was not provided.

To the extent the total compensable time on any shift exceeds five hours (e.g., when the unrecorded drive time described above is included), Asurion was required to provide a timely, duty-free meal period before the end of the fifth hour. Asurion's time records do not reflect that any such meal period was scheduled, authorized, or taken on those shifts.

Where an employer's records show no meal period for a shift exceeding five hours, a rebuttable presumption arises that the employee was not relieved of duty and no compliant meal period was provided. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 74-76, adopting *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1052-1053 (conc. opn. of Werdegarr, J.)) The burden falls on Asurion to rebut that presumption.

Independently, Asurion impeded and discouraged Plaintiffs and Aggrieved Employees from taking compliant meal periods on shifts that crossed the five-hour threshold. An employer satisfies its

meal period obligations only when it “relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.) Asurion’s dispatch and routing practices place in-home experts on back-to-back customer assignments with no defined meal period window built into the workday. Asurion has communicated to in-home experts that pulling over en route between customer assignments may be treated as time clock fraud. The combined effect of these practices is that Plaintiffs and Aggrieved Employees are not afforded a reasonable opportunity to take an uninterrupted meal period during their working hours, and are affirmatively pressured by Asurion’s operational structure to forgo any such break.

Asurion did not pay meal period premium wages of one additional hour at the regular rate of compensation for each missed or non-compliant meal period, as required by Labor Code section 226.7(c). On occasions when Asurion did pay meal period premium wages at Plaintiffs and Aggrieved Employees’ base hourly rate, even when they earned non-discretionary commissions or other non-discretionary remuneration in the workweek in which the premium was owed, Asurion failed to pay meal period premium wages at the regular rate of pay.

The foregoing is not an exhaustive account of Asurion’s meal period violations, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

Asurion’s failure to provide compliant meal periods and its failure to pay one additional hour of premium pay for each missed or non-compliant meal period violates Labor Code sections 226.7, 512, and 1198 and the meal period provisions of IWC Wage Order Nos. 7-2001 and 4-2001. These violations give rise to civil penalties under PAGA for Plaintiffs and Aggrieved Employees and for each pay period in which compliant meal periods were not provided and/or premium pay was not paid.

h. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7, 1198; IWC Wage Order Nos. 7-2001 § 12 and 4-2001 § 12)

Employees must be authorized and permitted to take a paid, duty-free rest period of at least ten net minutes for every four hours worked, or major fraction thereof, as near the middle of each work period as practicable. Employees working shifts of more than ten hours are entitled to a third rest period. (Lab. Code § 226.7; IWC Wage Order Nos. 7-2001 § 12 and 4-2001 § 12.) Unlike meal periods, there is no rest period waiver under California law.

Asurion violated Labor Code sections 226.7 and 1198, as well as the rest break provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to authorize and permit Plaintiffs and Aggrieved Employees to take timely, duty-free rest periods as required, and by failing to pay the required premium compensation for each rest period that was not provided.

The same structural conditions that prevent compliant meal periods (back-to-back scheduling, pulling over regarded as time clock fraud, no mechanism for authorizing duty-free breaks, etc.) equally prevent employees from taking compliant rest periods.

Asurion did not pay rest period premium wages of one additional hour at the regular rate of compensation for each missed rest period, as required by Labor Code section 226.7(c).

The foregoing is not an exhaustive account of Asurion's rest period violations, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

By failing to authorize and permit legally compliant rest periods and by failing to pay the applicable premium wages, Asurion violated Labor Code sections 226.7 and 1198 and the rest period provisions of IWC Wage Order Nos. 7-2001 and 4-2001. These violations give rise to civil penalties under PAGA for Plaintiffs and Aggrieved Employees and for each pay period in which compliant rest periods were not provided and/or premium pay was not paid.

i. Failure to Maintain Required Payroll Records (Lab. Code §§ 1174(d), 1198; IWC Wage Order Nos. 7-2001 § 7 and 4-2001 § 7)

Employers are required to maintain accurate records of the names and addresses of all employees, the hours worked daily by each employee and the wages paid to each employee, and to preserve such records for a period of not less than three years. (Lab. Code § 1174(d); IWC Wage Order Nos. 7-2001, § 7(A) and 4-2001, § 7(A).)

Asurion violated Labor Code section 1174(d), as well as the employment records provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to maintain accurate and complete records of the hours worked and wages paid to its Plaintiffs and Aggrieved Employees.

For example, Asurion does not record or compensate post-shift drive time within the 45-minute and 45-mile deduction window, despite the fact that this drive is employer-imposed travel under Asurion's control. Asurion's payroll records consequently understate the total hours worked each pay period.

Asurion's time records contain no meal period clock-outs or clock-ins for shifts exceeding five hours of total compensable time. The absence of meal period entries is a per se violation of section 1174(d) and IWC Wage Order Nos. 7-2001, section 7, and 4-2001, section 7, independent of whether compliant meal periods were in fact provided. This recordkeeping failure also prevents any after-the-fact verification of meal period compliance and, as *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 74-76 makes clear, precludes Asurion from relying on its own time records to establish that compliant meal periods were provided.

In addition, Asurion's automated mileage deduction logic, which deducts 45 minutes and 45 miles from each post-shift drive without any input from Plaintiffs or Aggrieved Employees, generates time and mileage records that systematically understate actual time and miles driven under Asurion's control. Where the underlying timekeeping system is automated, the resulting records are not accurate within the meaning of section 1174(d) and Wage Order Nos. 7-2001, section 7, and 4-2001, section 7.

The foregoing is not an exhaustive account of Asurion's failure to maintain accurate and complete employment records, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

By failing to maintain accurate and complete employment records, Asurion violated Labor Code section 1174(d) and IWC Wage Order Nos. 7-2001 and 4-2001. These recordkeeping failures facilitated and concealed the wage payment and wage statement violations described herein. Accordingly, these recordkeeping failures constitute a violation of section 1198 (for failing to comply with the Labor Code and wage order provisions), enforceable under PAGA.

j. Failure to Furnish Timely and Accurate Itemized Wage Statements (Lab. Code §§ 226, 226.3; IWC Wage Order Nos. 7-2001 § 7 and 4-2001 § 7)

Employers are required to provide employees with timely and accurate itemized wage statements for each pay period containing, among other items, gross wages earned, total hours worked, all applicable hourly rates and the hours worked at each rate, and net wages earned. (Lab. Code § 226(a); IWC Wage Order Nos. 7-2001, § 7 and 4-2001, § 7.)

Asurion violated Labor Code sections 226 and 226.3, as well as the wage statement provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to provide Plaintiffs and Aggrieved Employees with timely and accurate itemized wage statements containing all required information.

Asurion's wage statements are inaccurate and incomplete in multiple independent respects, including, but not limited to, the following: they exclude post-shift drive time within the 45-minute and 45-mile deduction window from total hours worked; they reflect "Comp Time" paid at the in-home expert's base hourly rate rather than the regular rate of pay required by Wage Order No. 7-2001, section 5, and 4-2001, section 5; they do not reflect any separate or correctly calculated regular rate of pay for workweeks in which non-discretionary commissions or non-discretionary bonuses were earned; they use the "Comp Time" line item as a single, undifferentiated bucket to record payments for multiple categorically distinct purposes (including reporting time pay, coaching, CTO, and other categories), without identifying the basis of payment for each entry; and they omit meal and rest period premium wages owed for each missed or non-compliant break.

In addition, Asurion has on multiple occasions issued multiple wage statements covering the same pay period. For example, on occasion, Plaintiffs received one wage statement reflecting hours worked and base pay for the pay period and a separate wage statement reflecting only a supplemental non-discretionary bonus payment for the same pay period, with the latter statement reflecting zero hours worked. Splitting a single pay period across two wage statements in this manner deprives the employee of the consolidated information required by Labor Code section 226(a) and frustrates the employee's ability to determine, from the face of either wage statement alone, whether total hours, gross wages, and net wages for the pay period have been accurately reported.

As a result, Plaintiffs and Aggrieved Employees cannot determine from their wage statements whether they have been fully and correctly compensated, frustrating the transparency purposes of Labor Code section 226.

The foregoing is not an exhaustive account of Asurion's failure to provide timely and accurate itemized wage statements, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

Each pay period in which Asurion issued a non-compliant wage statement constitutes a separate violation, giving rise to civil penalties under section 226.3, recoverable through PAGA.

k. Failure to Reimburse Business Expenses (Lab. Code § 2802; IWC Wage Order Nos. 7-2001 § 9 and 4-2001 § 9)

Employers must indemnify employees for all necessary expenditures incurred in direct consequence of the discharge of their duties, and to provide or reimburse the cost of all tools and equipment required for work. (Lab. Code § 2802; IWC Wage Order Nos. 7-2001, § 9(B) and 4-2001, § 9(B).)

Asurion violated Labor Code section 2802, as well as the indemnification and reimbursement provisions of IWC Wage Order Nos. 7-2001 and 4-2001, by failing to indemnify Plaintiffs and Aggrieved Employees for all necessary expenditures incurred in direct consequence of the discharge of their duties and by failing to provide or reimburse the cost of all tools and equipment required for work.

For example, Asurion requires Plaintiffs and Aggrieved Employees to use their personal vehicles to travel from the FSL warehouse to assigned customers' homes and from the last customer's home of the shift to a Company-imposed termination point. Asurion does not pay any mileage reimbursement for the post-shift drive within the 45-minute and 45-mile deduction window, even though that drive is employer-imposed travel undertaken at Asurion's direction. The unreimbursed mileage represents a necessary business expenditure that Asurion unlawfully transfers to Plaintiffs and Aggrieved Employees.

Moreover, Asurion requires Plaintiffs and Aggrieved Employees to install and operate employer-designated mobile applications on their personal cell phones for clock-in and clock-out, GPS location tracking, dispatch communications, customer interaction, and sales transactions throughout each shift. Under *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1140, an employer must reimburse a reasonable percentage of an employee's actual monthly cell phone bill whenever the employee is required to use a personal device for work, regardless of the type of plan the employee carries. Asurion's flat cell phone reimbursement of approximately \$35 per month does not satisfy *Cochran's* reasonable percentage standard.

The foregoing is not an exhaustive account of Asurion's failure to adequately indemnify and reimburse Plaintiffs and Aggrieved Employees, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

The violations of Labor Code section 2802 and IWC Wage Order Nos. 7-2001, section 9, and 4-2001, section 9, give rise to PAGA civil penalties for each pay period in which required business expenses were not fully reimbursed.

l. Failure to Pay All Wages Due Upon Separation (Lab. Code §§ 201, 202, 203)

Employers must timely pay all wages earned at the time of separation. An involuntarily terminated employee must be paid all final wages immediately upon termination, and an employee who resigns without notice must be paid within 72 hours of separation. (Lab. Code §§ 201, 202.) An employer

who willfully fails to timely pay final wages is liable for waiting time penalties equal to the employee's daily rate of pay for each day the wages remain unpaid, up to a maximum of 30 days. (Lab. Code § 203.)

Asurion violated Labor Code sections 201, 202, and 203, by failing to pay separated Aggrieved Employees all wages earned at the time of separation and by failing to pay waiting time penalties for the full 30-day statutory period.

Because Asurion failed to pay all wages owed as described above, including unpaid compensable hours, overtime premiums, proper reporting time pay rates, and meal and rest period premium wages, Aggrieved Employees who separated from Asurion's employment did not receive all wages due at the time of their separation, and Asurion failed to pay waiting time penalties for the full 30-day statutory period.

Asurion's practices violate Labor Code sections 201, 202, and 203, and give rise to civil penalties recoverable through PAGA for Aggrieved Employees who separated from Asurion.

m. Unlawful Imposition of Forum-Selection and Choice-of-Law Provisions on California Employees (Lab. Code § 925)

Labor Code section 925 prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would either (1) require the employee to adjudicate outside California a claim arising in California, or (2) deprive the employee of the substantive protection of California law with respect to a controversy arising in California. (Lab. Code § 925(a).) The statute applies to any contract entered into, modified, or extended on or after January 1, 2017. (Lab. Code § 925(f).) The only exception is for employees individually represented by legal counsel in negotiating the provision at issue. (Lab. Code § 925(e).) A provision that violates section 925 is voidable by the employee, and any dispute arising thereunder shall be adjudicated in California under California law. (Lab. Code § 925(b).) Moreover, in addition to injunctive relief and any other remedies available, a court may award an employee who is enforcing his or her rights under section 925 reasonable attorney's fees. (Lab. Code § 925(c).)

Asurion violated Labor Code section 925 by requiring Plaintiffs and Aggrieved Employees, "[a]s a condition of [] employment," to submit to the personal jurisdiction of the state and federal courts in Davidson County, Tennessee for any lawsuit Asurion files there "arising from or relating to" its Employment, Confidential Information, Invention Assignment, and Arbitration Agreement. That "arising from or relating to" language is not limited to employment claims; it sweeps in any controversy Asurion characterizes as related to the Agreement, which, by its own terms, governs the entire employment relationship.

Plaintiffs and Aggrieved Employees primarily resided and worked in California; the controversies described herein arose in California; the agreements at issue were entered into, modified, or extended after January 1, 2017; and Plaintiffs and Aggrieved Employees were not individually represented by legal counsel in negotiating those agreements.

The foregoing is not an exhaustive account of Asurion's section 925 violations, and Plaintiffs anticipate that additional violations will be revealed through further investigation and discovery.

By requiring Plaintiffs and Aggrieved Employees to agree to the foregoing unlawful provisions as a condition of employment, Asurion violated Labor Code section 925. These violations give rise to civil penalties under PAGA for each pay period in which Asurion maintained or enforced the unlawful provisions against Plaintiffs and Aggrieved Employees.

n. Violations of Applicable Wage Order Nos. 7-2001 and 4-2001 Provisions

The Industrial Welfare Commission's Wage Order Nos. 7-2001 (Mercantile Industry) and/or 4-2001 (Professional, Technical, Clerical, Mechanical and Similar Occupations) apply to Plaintiffs and Aggrieved Employees. Asurion's conduct described above violated multiple provisions of Wage Order Nos. 7-2001 and 4-2001, each of which independently creates obligations on the employer. These Wage Order provisions have the force of law, and a violation of the Wage Order is actionable via Labor Code sections 1198 and 1199, and/or via PAGA directly. The applicable provisions of Wage Order Nos. 7-2001 and 4-2001 that Asurion violated include, but are not limited to, the following:

- Section 3 (Hours and Days of Work: Overtime) – Wage Order Nos. 7-2001 section 3 and 4-2001 section 3 require that employees be paid overtime (at 1.5x or 2x) for hours over the daily and weekly limits. As described above, Asurion failed to properly pay Plaintiffs and Aggrieved Employees overtime compensation, in violation of Section 3.
- Section 4 (Minimum Wages) – Wage Order Nos. 7-2001 section 4 and 4-2001 section 4 require payment of at least the minimum wage for all hours worked. As described above, Asurion failed to pay Plaintiffs and Aggrieved Employees for all hours worked and failed to ensure that all hours were compensated at no less than the minimum wage, thereby violating Section 4.
- Section 5 (Reporting Time Pay) – Wage Order Nos. 7-2001 section 5 and 4-2001 section 5 require that employees required to report for work and who do report but are not put to work or are furnished less than half the usual or scheduled day's work be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the regular rate of pay. As described above, Asurion failed to pay Plaintiffs and Aggrieved Employees at least two hours of reporting time pay at the regular rate of pay (including non-discretionary commissions earned in the workweek), in violation of Section 5.
- Section 7 (Records / Timekeeping / Wage Statements) – Wage Order Nos. 7-2001 section 7 and 4-2001 section 7 require employers to keep accurate time records, including when employees begin and end each work period, meal period, and similar required records, and also to provide itemized wage statements and to keep payroll records. As described above, Asurion failed to maintain accurate timekeeping and payroll records and failed to provide compliant wage statements to Plaintiffs and Aggrieved Employees, in violation of Section 7.
- Section 9 (Uniforms and Equipment) – Wage Order Nos. 7-2001 section 9 and 4-2001 section 9 require employers to provide and maintain the uniforms, tools, and equipment they require their employees to wear or use. As described above, Asurion failed to provide and maintain uniforms, tools, and equipment for Plaintiffs and Aggrieved Employees, in violation of Section 9.

- Section 11 (Meal Periods) – Wage Order Nos. 7-2001 section 11 and 4-2001 section 11 reiterate the requirement for meal periods (mirroring Labor Code 512) and specifies the conditions for a first and second meal period. As described above, Asurion failed to provide Plaintiffs and Aggrieved Employees with timely and duty-free meal periods and failed to pay meal period premium wages when meal periods were missed or non-compliant, in violation of Section 11.
- Section 12 (Rest Periods) – Wage Order Nos. 7-2001 section 12 and 4-2001 section 12 require a paid 10-minute rest period per 4 hours or major fraction, and a third rest period on shifts exceeding ten hours. As described above, Asurion failed to authorize and permit required rest periods for Plaintiffs and Aggrieved Employees and failed to pay rest period premium wages when rest periods were not provided, in violation of Section 12.

In summary, Asurion's practices violated Wage Order Nos. 7-2001 and 4-2001 in all the above respects. Labor Code section 1198 declares it unlawful to employ employees under conditions that violate the Wage Order, and section 1199 provides for penalties for any such violations. The same facts that establish Labor Code violations, including minimum wage, reporting time pay, and break violations, also establish the Wage Order violations, and vice versa. Plaintiffs and each Aggrieved Employee are entitled to recover civil penalties for each pay period in which Asurion violated a Wage Order provision affecting them.

II. Labor Code and Wage Order Violations Giving Rise to PAGA Penalties

Plaintiffs, on behalf of themselves and Aggrieved Employees, intend to pursue civil penalties under PAGA against Asurion for violations of the following California laws, including those previously described above:

- **Labor Code sections 201, 202, and 203** for Asurion's failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code section 204** for Asurion's failure to pay all earned wages within the time prescribed in subsections 204(a) and 204(b).
- **Labor Code section 206** for Asurion's failure to pay all undisputed wages.
- **Labor Code section 210** for Asurion's failure to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and/or 1197.5.
- **Labor Code section 221** for Asurion collecting and receiving owed wages.
- **Labor Code section 226** for Asurion's failure to provide timely and accurate itemized wage statements.
- **Labor Code section 226.3** for Asurion's violation of Labor Code section 226(a).

- **Labor Code section 226.7** for Asurion's failure to provide proper rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated rest period required under the Labor Code.
- **Labor Code sections 226.7 and 512** for Asurion's failure to provide proper meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the mandated meal period required under the Labor Code.
- **Labor Code sections 510 and 1194** for Asurion's failure to pay overtime and double time compensation.
- **Labor Code sections 510, 1182.12, 1194, 1194.2, 1197, and 1197.1** for Asurion's failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Labor Code section 558** for Asurion violating, or causing to be violated, a section of the chapter of the Labor Code starting with Labor Code section 500, et seq. or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.
- **Labor Code section 558.1** for Asurion violating, or causing to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating, or causing to be violated, Sections 226, 226.7, 1193.6, 1194, and/or 2802.
- **Labor Code section 925** for Asurion's requiring California employees, as a condition of employment, to agree to provisions that would require them to adjudicate outside California claims arising in California and/or deprive them of the substantive protection of California law.
- **Labor Code section 1174** for Asurion's failure to maintain compliant employee and payroll records.
- **Labor Code section 1174.5** for Asurion's failure to maintain required payroll records as described herein.
- **Labor Code section 1197.1** for Asurion paying, or causing to be paid, a wage less than the minimum wage.
- **Labor Code section 1198** for Asurion employing employees for longer hours than those fixed by the Industrial Welfare Commission or under conditions of labor prohibited by the Industrial Welfare Commission, including, but not limited to:
 - **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 3**, requiring Asurion to pay overtime and double time compensation.

- **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 4**, requiring Asurion to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 5**, requiring Asurion to pay reporting time pay for scheduled shifts when the employee is not put to work or is furnished less than half the usual or scheduled day's work.
- **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 7**, requiring Asurion to maintain accurate information with respect to each employee, provide employees with thorough and accurate itemized wage statements, and provide clocks within a reasonable distance from employees' work areas.
- **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 9**, requiring Asurion to provide and maintain the uniforms, tools, and equipment it requires its employees to wear or use.
- **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 11**, requiring Asurion to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated meal periods.
- **Wage Order Nos. 7-2001 and 4-2001 (and/or other applicable Wage Orders), Section 12**, requiring Asurion to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the mandated rest periods.
- **Labor Code section 1199** for Asurion violating, or causing to be violated, the provisions of the order of the Industrial Welfare Commission.
- **Labor Code section 2802** for Asurion's failure to indemnify for all necessary business expenditures or losses.

III. Conclusion and Intent to Pursue PAGA Remedies

Please be advised that this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code sections 2699, et seq. It is the intention of this office to bring the appropriate claims under Labor Code section 2699, et seq., should your office not address these matters within the prescribed time.

If you require any additional facts or theories to support Plaintiffs' allegations, please do not hesitate to contact our office. We believe, however, that this letter provides sufficient basis for the alleged violations. Further, Plaintiffs are willing to engage in reasonable settlement discussions before

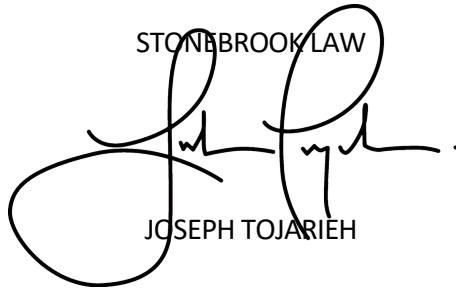
filing a civil action. By way of this letter, Plaintiffs are providing Asurion an opportunity to settle this dispute.

This notice is written without prejudice to any of Plaintiffs or the Aggrieved Employees' rights or remedies, all of which are expressly reserved. Nothing in this letter should be construed as a waiver or limitation of any kind on their entitlement to full relief under the law.

Further, the facts and circumstances described above are not an exhaustive recitation; additional supporting evidence and legal contentions may be presented as appropriate in the course of litigation.

Very truly yours,

STONEBROOK LAW

A handwritten signature in black ink, appearing to read 'J. Tojarieh', is written over the printed name 'JOSEPH TOJARIEH'. The signature is fluid and cursive, with a large loop at the end.

JOSEPH TOJARIEH

cc: Simrun Gialleonardo

PROOF OF SERVICE

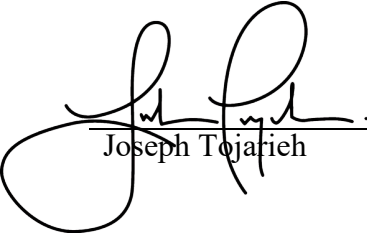
I am a resident of, or employed in, the County of Los Angeles. I am over the age of 18 and not a party to this action. My business name and address are Stonebrook Law, 10250 Constellation Boulevard, Suite 2300, Los Angeles, California 90067. My electronic service address is jft@stonebrooklaw.com.

On August 20, 2026, I served the document(s) entitled **FIRST AMENDED COMPLAINT** by the following method(s):

- ☐ **U.S. MAIL.** By enclosing the above document(s) in a sealed envelope, with postage fully prepaid, addressed as per the attached Service List, for collection and mailing from my above business address. I am readily familiar with my firm's practice of collection and processing correspondence for mailing. Under that practice, the document is deposited with the U.S. Postal Service on the same day it is collected and processed for mailing in the ordinary course of business. (Code Civ. Proc., § 1013, subd. (a); § 1013a, subd. (3).)
- ☐ **OVERNIGHT DELIVERY.** By enclosing the above document(s) in a sealed envelope or package designated by the express service carrier, with delivery fees paid or provided for, addressed as per the attached Service List, and depositing the envelope or package in a facility regularly maintained by the express service carrier or delivering it to a courier or driver authorized by the express service carrier to receive documents. (Code Civ. Proc., § 1013, subd. (c).)
- ☐ **PERSONAL SERVICE.** By personally delivering the above document(s) to the:
 - ☐ person(s) identified on the attached Service List.
 - ☐ person(s) in charge at the office address(es) listed on the attached Service List or, if no one is in charge, leaving the document(s) in a conspicuous place in the office(s).
 - ☐ person(s) of suitable age and discretion who reside(s) at the address(es) listed on the attached Service List.
 (Code Civ. Proc., § 1011.)
- ☒ **ELECTRONIC SERVICE.** By electronically transmitting the above document(s) via:
 - ☒ electronic mail from my electronic service address listed above to the electronic service address(es) on the attached Service List.
 - ☐ an electronic filing service provider to the person(s) at the electronic service address(es) listed on the attached Service List. To my knowledge, the transmission was completed without error.
 (Code Civ. Proc., § 1010.6; Cal. Rules of Court, rules 2.251, 2.253, 2.255, 2.260.)

Executed on August 20, 2026 at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.


Joseph Tojarieh

SERVICE LIST

NAME/CONTACT INFORMATION

METHOD(S) OF SERVICE

John H. Haney
john.haney@hklaw.com
Tamar Tellado
tamar.tellado@hklaw.com
Holland & Knight LLP
400 S. Hope Street, 8th Floor
Los Angeles, CA 90071
Tel: (213) 896-2400
Fax: (213) 896-2450

Electronic Service

*Attorneys for Defendant Asurion Insurance
Services, Inc*