

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq., CA Bar No. 285256

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, CA Bar No. 295045

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

MARIANNA TENDICK, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PRINCIPAL LIFE INSURANCE COMPANY,
an Iowa Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: C21-01868

**SECOND AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL OVERTIME WAGES;
- (2) MEAL PERIOD VIOLATIONS;
- (3) REST PERIOD VIOLATIONS;
- (4) WAGE STATEMENT VIOLATIONS;
- (5) WAITING TIME PENALTIES;
- (6) FAILURE TO REIMBURSE BUSINESS EXPENSES;
- (7) FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS;
- (8) UNLAWFUL DEDUCTIONS;
- (9) UNFAIR COMPETITION; and
- (10) PAGA PEANTLIES

DEMAND FOR JURY TRIAL

1 Plaintiff Marianna Tendick (“Plaintiff”) on behalf of herself, the State of California, and all
2 other similarly situated employees, alleges, and complains of defendants Principal Life Insurance
3 Company and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendants are a global financial investment management and insurance company
6 selling life insurance and other investments throughout California and across the United States.
7 Defendants operate an office in Walnut Creek, California. Plaintiff brings this class and PAGA
8 representative action against Defendants for alleged violations of the California Labor Code and
9 Business and Professions Code.

10 2. As set forth below, Plaintiff alleges that Defendants failed to pay all overtime
11 compensation, to herself and all others similarly situated, at the legal rate by failing to include all
12 compensation in calculating the regular rate used to calculate overtime compensation. Plaintiff further
13 alleges that Defendants’ meal and rest period policies and practices failed to provide her and all other
14 similarly situated employees with compliant/timely meal and rest periods, or premium wages at the
15 appropriate legal rate in lieu thereof. As a result of the foregoing Labor Code violations, Plaintiff
16 alleges that Defendant failed to pay all wages due upon separation from employment. Furthermore,
17 Plaintiff alleges that Defendants failed to provide accurate written itemized wage statements, failed
18 to maintain accurate payroll records, failed to reimburse business expenses, and engaged in improper
19 payroll records.

20 3. Based on these alleged Labor Code violations, Plaintiff now brings this class and
21 PAGA action to recover unpaid wages, restitution, penalties, and other related relief on behalf of
22 herself and all others similarly situated.

23 **JURISDICTION AND VENUE**

24 4. Plaintiff, on behalf of herself and all others similarly situated employees hereby brings
25 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 200,
26 201-203, 204, 210, 226(a), 226(e), 226.3, 510, 512, 1194, 1194.2, 1197.1, 1199, 2802, and applicable
27 Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory
28 relief and restitution pursuant to California Business and Professions Code § 17200, *et. seq.* This class

1 action is brought pursuant to California Code of Civil Procedure § 382.

2 5. This Court has jurisdiction over Defendants' violations of the California Labor Code
3 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
4 minimum.

5 6. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
6 §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the City of
7 Walnut Creek, County of Contra Costa. Defendants own, maintain offices, transact business, have an
8 agent or agents within the County of Contra Costa, and/or otherwise are found within the County of
9 Contra Costa, and Defendants are within the jurisdiction of this Court for purposes of service of
10 process.

11 **PARTIES**

12 7. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a
13 California resident residing in the State of California. Defendants employed Plaintiff as a non-exempt
14 employee in Walnut Creek, California in the County of Contra Costa.

15 8. Plaintiff is informed and believes and thereon alleges that defendant Principal Life
16 Insurance Company is an Iowa corporation authorized to and doing business in Contra Costa County,
17 California, and is and/or was the legal employer of Plaintiff and the Class Members during the
18 applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices
19 complained of herein and has been deprived of the rights guaranteed to her by California Labor Code
20 §§ 204, 201-203, 210, 226, 226a, 226(e), 226.3, 226.7, 510, 512, 1194, 1197.1, 1199, and California
21 Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

22 9. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
24 do) business in the State of California, County of Contra Costa. Defendants operate an office at 1646
25 N California Blvd, #340, Walnut Creek, California.

26 10. Plaintiff does not know the true names or capacities, whether individual, partner, or
27 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
28 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
2 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
3 corporate, were responsible in some manner for the acts and omissions alleged herein, and
4 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
5 alleged herein.

6 11. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
7 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
8 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
9 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
10 them, were the agents, servants, and employees of each and every one of the other Defendants, as
11 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
12 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
13 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

14 12. At all times mentioned herein, Defendants, and each of them, were members of and
15 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
16 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
17 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
18 Classes.

19 **COMMON FACTUAL ALLEGATIONS**

20 13. Defendants are a global financial investment management and insurance company
21 selling life insurance and other investments from their offices throughout California. Defendants
22 employed Plaintiff as a non-exempt Account Coordinator employee out of their Walnut Creek office,
23 from her hire date on or about November 12, 2018, until on or about October 21, 2021. Plaintiff and
24 other non-exempt employees were responsible for all aspects of Defendants' insurance sales,
25 administrative support, benefit administration, and other services provided by Defendants throughout
26 California.

27 14. At all relevant times, Defendants failed and continue to fail to provide Plaintiff and
28 other non-exempt employees with accurate itemized wage statements in accordance with Labor Code

1 § 226(a). Labor Code § 226(a) obligates employers, semi-monthly or at the time of each payment to
2 furnish an itemized wage statement in writing showing the following:

- 3 (1) gross wages earned;
- 4 (2) total hours worked by the employee;
- 5 (3) the number of piece-rate units earned and any applicable piece rate if the
employee is paid on a piece rate;
- 6 (4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item;
- 7 (5) net wages earned;
- 8 (6) the inclusive dates of the period for which the employee is paid;
- 9 (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;
- 10 (8) the name and address of the legal entity that is the employer;
- 11 (9) all applicable hourly rates in effect during the pay period and the corresponding
12 number of hours worked at each hourly rate by the employee.”

13 15. At all relevant times, the wage statements provided to Plaintiff and other non-exempt
14 employees failed to include “the name of the employee and only the last four digits of his or her social
15 security number or an employee identification number other than a social security number” in
16 violation of Labor Code § 226(a)(7).

17 16. As such, the wage statements Defendants issued to Plaintiff and other non-exempt
18 employees are in violation of Labor Code § 226(a)(7).

19 17. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
20 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
21 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
22 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

24 18. As explained above, Defendants failed to provide Plaintiff and other non-exempt
25 employees with accurate itemized wage statements. Accordingly, these aggrieved employees may
26 also recover Labor Code § 226.3 penalties from Principal for violations of Labor Code § 226(a).

27 19. Moreover, at all relevant times, Plaintiff and other non-exempt employees were not
28 properly paid at the correct overtime rate for all hours worked in excess of eight hours per workday

1 or 40 hours per workweek. When Plaintiff and the other non-exempt employees worked overtime
2 hours, Defendants failed to include all forms of compensation, including but not limited to non-
3 discretionary bonus payments and other pay when calculating the regular rate of pay used in overtime
4 calculations.

5 20. For instance, although Defendants consistently and regularly paid non-exempt
6 employees non-discretionary incentive bonuses for their sales performance, Defendants omitted the
7 bonus payments when calculating the regular rate of pay used in overtime calculations and when
8 paying overtime to Plaintiff and the other non-exempt employees.

9 21. Labor Code § 510 requires an employer to compensate an employee who works more
10 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
11 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
12 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
13 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
14 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
15 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
16 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
17 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

18 22. Under the California Labor Code (as well as the FLSA), courts have held that regularly
19 paid non-discretionary incentive pay/bonuses must be included in determining an employee's
20 "regular rate of pay" for purposes of calculating overtime. *See Haber v. The Americana Corp.* 378 F.
21 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in
22 calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042, 1055-1057
23 (C.D. Cal. 2006) [granting summary judgement to Plaintiffs under California and federal law on the
24 grounds, that defendant improperly calculated overtime by excluding annual bonuses paid to
25 employees from the "regular rate of compensation"].

26 23. At all relevant times, Defendants consistently paid non-exempt employees' non-
27 discretionary compensation and overtime pay but failed to include these forms of compensation when
28 calculating non-exempt employees' regular rate of pay for overtime purposes.

1 24. By their policy of requiring Plaintiff and the other non-exempt employees to work in
2 excess of eight (8) hours in a workday or forty (40) hours in a workweek without compensating them
3 at the rate of one-half (11/2) their regular rate of pay, Defendants willfully violated the provisions of
4 Labor Code § 510 and the applicable Wage Orders.

5 25. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
6 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
7 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
8 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
9 is underpaid. . . [and] (2) [f]or each subsequent violation for the same specific offense, two hundred
10 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
11 underpaid regardless of whether the initial violation is intentionally committed.

12 26. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
13 are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these
14 same factual allegations, Plaintiff and the other non-exempt employees are entitled to penalties under
15 Labor Code § 1199.

16 27. Furthermore, at all relevant times, Plaintiff and other non-exempt employees regularly
17 worked shifts in excess of 6.0 hours, and often shifts in excess of 10.0 hours, but were not provided
18 with legally compliant off-duty meal periods of at least thirty (30) minutes before the end of the fifth
19 and tenth hour of work due to Defendants' uniform meal period policy and practices.

20 28. Defendants' policy is not compliant with the California Labor Code because it does not
21 articulate by when the first meal break is to be taken and fails to provide a second meal period for
22 shifts lasting 10.0 hours or longer. Finally, the policy fails to include a mechanism by which non-
23 exempt employees are paid meal period premiums at the regular rate of pay for non-compliant meal
24 periods.

25 29. In practice, Plaintiff alleges that she and other non-exempt employees were not
26 provided legally complaint off-duty meal periods of at least thirty (30) minutes before the end of the
27 fifth and tenth hour of work when working in excess of 10.0 hours in a day. The above policy, and
28 Defendants' practices, were unlawful as Defendants did not and does not ensure that non-exempt

1 employees are provided with compliant first and second meal periods before the ends of the fifth and
2 tenth hours of work respectively.

3 30. Additionally, Plaintiff and other non-exempt employees were not provided bona fide
4 meal periods because their meal periods would be interrupted, or otherwise cut short, due to the
5 demands of the job.

6 31. Labor Code § 226.7 provides “an employer shall not require an employee to work
7 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
8 regulation, standard, or order of the Industrial Welfare Commission (“IWC”) See *Brinker Restaurant*
9 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1016-1017 (“[T]he wage order’s meal period
10 requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave
11 the premises, and (3) is relieved of all duty for the entire period. . .The employer satisfies the [meal
12 period] obligation if it relieves its employees of all duty, relinquishes control over their activities and
13 permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede
14 or discourage them from doing so”)(emphasis added). Pursuant to Labor Code section 226.7 and the
15 applicable Wage Order, each failure to provide a complaint off-duty meal period entitles Plaintiff and
16 other non-exempt employees to receive an additional compensation premium equal to the regular
17 rate, including all forms of compensation, for one hour of pay.

18 32. As such, the applicable Wage Order obligates Defendants to provide Plaintiff and other
19 non-exempt employees “one (1) hour of pay at the employee’s regular rate of compensation for each
20 workday that the meal period is not provided.” Accordingly, for each day that Plaintiff and other non-
21 exempt employees did not receive compliant meal periods, they are entitled to receive meal period
22 premiums pursuant to Labor Code § 226.7 and the applicable Wage Order.

23 33. As a result of Defendants’ unlawful meal period policy/practices, Plaintiff seeks to
24 recover on behalf of herself and all non-exempt employees’ meal period premiums and penalties
25 under Labor Code § 226.7 and § 512.

26 34. Next, at all relevant times, Defendants failed and continue to fail to authorize and
27 permit Plaintiff and other non-exempt employees from taking all rest periods in compliance with the
28 California Labor Code.

1 35. At all relevant times, Plaintiff and other non-exempt employees were often unable to
2 take legally complaint rest periods, or have their rest periods cut short, due to the demands of the job,
3 interruption by supervisors, staffing shortages and job responsibilities. Defendants, in practice and as
4 outlined in the policy quoted above, did not have set times for rest breaks and failed to ensure that
5 Plaintiff and other non-exempt employees took code compliant breaks. As a result, Plaintiff and other
6 non-exempt employees were and are routinely unable to take (10) minute duty free rest periods for
7 every major fraction of four hours worked. This includes a second rest period for shifts in excess of
8 six hours, and a third rest period for shifts in excess of 10 hours in a workday.

9 36. By not relieving all non-exempt employees of all duties during rest periods, Defendants
10 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
11 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
12 duties and relinquish control over how employees spend their time.”]. In *Augustus*, the California
13 Supreme Court expressly rejected the employers’ assertion that it could provide an on-duty rest period
14 to employees who worked as security guards and further explained “that employers [must] relinquish
15 any control over how employees spend their break time and relieve their employees of all duties.” *Id.*

16 37. Each time Plaintiff and other non-exempt employees were unable to take a complaint
17 rest periods, Defendants failed and continues to fail to adequately pay rest period premium payments
18 at the regular rate of pay as required by Labor Code § 226.7.

19 38. As a result of Defendants’ unlawful rest period policy/practices, Plaintiff seeks to
20 recover on behalf of herself and all non-exempt employees’ rest period premiums and penalties under
21 Labor Code § 226.7 and § 512.

22 39. Labor Code § 201(a) provides in pertinent part: “If an employer discharges an
23 employee, the wages earned and unpaid at the time of discharge are due and payable
24 immediately.” Labor Code § 202(a) states in pertinent part: “If an employee not having a written
25 contract for a definite period quits his or her employment, his or her wages shall become due and
26 payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice
27 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
28 of quitting.” Labor Code § 203(a) states, “If an employer willfully fails to pay, without abatement or

1 reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an
2 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from
3 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages
4 shall not continue for more than 30 days.”

5 40. Here, Defendants failed to pay Plaintiff and the Class Members all wages that were due
6 and owing (including all overtime wages owed and premium wages for meal and rest periods) within
7 the required time following the end of their employment in accordance with Labor Code §§ 201-
8 202. As a result, Plaintiff and all such Class Members are entitled to 30 days of wages as a “waiting
9 time penalty.”

10 41. Moreover, at all relevant times, Plaintiff and other non-exempt employees, at the
11 direction of Defendants and/or with Defendants’ knowledge and acquiescence, have used their
12 personal cell phones to communicate with their supervisors, managers, and co-workers in the
13 discharge of their duties, and for work-related purposes. Defendants requires Plaintiff and other non-
14 exempt employees respond to phone calls and text messages and expect these employees to initiate
15 calls and texts to meet Defendants’ business needs and customer demands. However, Defendants
16 required Plaintiff and other non-exempt employees to incur the costs associated with business use of
17 their personal cell phones and did not provide any reimbursement of these costs.

18 42. At all relevant times, Defendants did not and does not maintain an expense
19 reimbursement policy and/or practice stating that Defendants will affirmatively reimburse Plaintiff
20 and the other non-exempt employees for a reasonable portion of their monthly personal cell phone
21 bills and expenses necessarily incurred in their discharge of their duties, as required by *Cochran v.*
22 *Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use
23 their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to
24 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited
25 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”) (reversing
26 denial of class certification in cell phone reimbursement class action and setting forth the applicable
27 law for these claims); See also *Aguilar v. Zep, Inc.*, 2014 WL 4245988 *17 (N.D. Cal. 2014) (granting
28 Plaintiff’s motion for partial summary judgment on the Mr. Toys’ cell phone reimbursement claim);

1 *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of
2 cell phone reimbursement claim and adopting the logic of *Cochran*).

3 43. Although Plaintiff and other non-exempt employees used their personal cell phones in
4 the discharge of their job duties with the knowledge and/or acquiescence of Defendants, they were
5 not reimbursed in any amount for expenses incurred throughout the relevant liability period.
6 Defendants' failure to reimburse Plaintiff and other non-exempt employees for their on-going cell
7 phone business expenses incurred in their discharge of their duties continues through the present day.
8 Indeed, any reimbursement is absent from Plaintiff's wage statements during her employment.

9 44. As a result of Defendants' failure to reimburse for necessary business expenses,
10 Plaintiff seeks to recover on behalf of herself and all non-exempt employees' penalties under Labor
11 Code § 2802.

12 45. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for
13 all hours they were subject to the control of Defendants, and failure to pay for meal period premiums
14 for missed/non-compliant meal periods, Defendants issued wage statements which failed to
15 accurately identify the gross wages earned, the total hours worked, the net wages earned, and the
16 correct corresponding number of hours worked at each hourly rate, in violation of Labor Code §226(a)
17 (1, 2, 5, and 9).

18 46. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
19 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
20 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
21 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the required in subdivision (a) of Section 226."

23 47. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
24 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants' violations of
25 Labor Code § 226(a). As such, the wage statements Defendants issued to Plaintiff and other non-
26 exempt employees are in violation of Labor Code §§ 226 (a)(1, 2, 5, and 9). Defendants have violated
27 Labor Code §§ 226(a)(1, 2, 5, and 9) with respect to Plaintiff and other non-exempt employees.
28 Consequently, because Defendants failed to comply with Labor Code § 226(a) and applicable Wage

1 Orders, Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor
2 Code §§ 226(e).

3 48. Labor Code section 226, subdivision (a), requires employers to keep an accurate
4 record of, among other things, all hours worked by employees. Labor Code section 226.3 provides,
5 in pertinent part, as follows:

6 “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
7 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
8 in an initial citation and one thousand dollars (\$1,000) per employee for each
9 violation in a subsequent citation, for which the employer fails to provide the
10 employee a wage deduction statement or fails to keep the records required in
11 subdivision (a) of Section 226. The civil penalties provided for in this section are in
12 addition to any other penalty provided by law.” (Lab. Code, § 226.3, emphasis
13 added.)

14 49. Likewise, Labor Code section 1174, subdivision (d), requires every employer,
15 including Defendants, to:

16 “Keep, at a central location in the state or at the plants or establishments at which
17 employees are employed, payroll records showing the hours worked daily by and the
18 wages paid to, and the number of piece-rate units earned by and any applicable piece
19 rate paid to, employees employed at the respective plants or establishments. These
20 records shall be kept in accordance with rules established for this purpose by the
21 commission, but in any case shall be kept on file for not less than three years. An
22 employer shall not prohibit an employee from maintaining a personal record of hours
23 worked, or, if paid on a piece-rate basis, piece-rate units earned.” (Lab. Code, §
24 1174, subd. (d), emphasis added.)

25 50. As explained in detail above, Defendants failed to provide the Class Members and
26 the Aggrieved Employees with accurate itemized wage statements. Defendants did so, in part,
27 because they failed to accurately track hours worked by the Class Members and the Aggrieved
28 Employees. Defendants have thus failed to keep accurate records of the “total hours worked by the
employee[s]” in violation of Labor Code section 226, subdivision (a), and are therefore subject to
the penalties provided by Labor Code section 226.3. These penalties are “in addition to any other
penalty provided by law.” (Lab. Code, § 226.3.)

51. The failure to accurately track hours worked also resulted in a failure of Defendants to
keep a record of all “payroll records showing the hours worked daily by” Defendants’ employees,
including Plaintiff and the other Class Members, in violation of Labor Code section 1174(d).

52. Finally, at all relevant times, Defendants unlawfully deducted amounts from Plaintiff and other non-exempt employees' wages in violation of Labor Code §§ 221 and 224 and applicable Wage Orders. As a result of these unlawful deductions, Defendants also failed in their obligations to timely pay Plaintiff and other non-exempt employees in a timely manner in violation of Labor Code § 204.

CLASS ACTION ALLEGATIONS

53. Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- (1) All non-exempt employees who work or worked for Defendants in California, during the four years immediately preceding the filing of the Complaint through the date of trial. (“Class”)
 - (2) All non-exempt employees who work or worked for Defendants in California, and received at least one non-complaint wage statement, during one year immediately preceding the filing of the Complaint through the date of trial. (“Wage Statement Penalty Subclass”)
 - (3) All non-exempt employees who worked for Defendants in California and who worked overtime hours during at least one shift and earned a non-discretionary bonus payment and/or other non-hourly pay, during the four years immediately preceding the filing of the Complaint through the date of trial. (“Overtime Regular Rate Subclass”)
 - (4) All non-exempt employees who were employed by Defendants in California whose employment with Defendants ended from three years prior to the filing of this complaint through the date of trial. (The Waiting Time Penalty Subclass)
- (collectively “the Classes”)

54. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment and payroll records.

1 **55. Common Questions of Law and Fact Predominate/Well Defined Community of**

2 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
3 employees, which predominate over questions affecting only individual members including, without
4 limitation to:

5 1. Whether Defendants' payroll policies/practices resulted in a failure to pay overtime at
6 the appropriate premium rate resulted to members of the Overtime Regular Rate Subclass;

7 2. Whether Defendants provided legally compliant meal and rest periods or proper
8 compensation in lieu thereof to members of the Classes; and

9 3. Whether Defendants furnished legally compliant wage statements to members of the
10 Wage Statement Penalty Class pursuant to Labor Code § 226(a)(7); and

11 4. Whether Defendants violated the California Labor Code by failing to pay all wages
12 due upon separation of employment between Defendants and Plaintiff and the Waiting Time
13 Penalties Subclass Members, whether such separation was voluntary or involuntary.

14 **56. Predominance of Common Questions:** Common questions of law and fact
15 predominate over questions that affect only individual members of the Classes. The common
16 questions of law set forth above are numerous and substantial and stem from Defendants' policies
17 and/or practices applicable to each individual class member, such as Defendants' policy/practice of
18 failing to account for non-discretionary bonus and/or other payments in calculating employees'
19 regular rate for overtime purposes, Defendants' uniform policy of failing to provide complaint meal
20 and rest periods or adequate compensation in lieu thereof, and Defendants' resulting failure to provide
21 accurate itemized wage statements and timely pay final wages. As such, the common questions
22 predominate over individual questions concerning each individual class member's showing as to his
23 or her eligibility for recovery or as to the amount of his or her damages.

24 **57. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
25 Plaintiff is employed by Defendants as a non-exempt employee in California during the statute(s) of
26 limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
27 Plaintiff, like the members of the Classes was deprived of minimum and overtime wages, was
28 deprived of meal and rest period premium wages, was subject to Defendants' uniform meal and rest

1 period policies/practices, was not reimbursed for required work expenses, was not provided accurate
2 itemized wage statements and was not timely paid final wages.

3 58. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
4 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
5 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
6 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
7 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
8 members of the Classes.

9 59. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
10 important public interest in establishing minimum working conditions and standards in California.
11 These laws and labor standards protect the average working employee from exploitation by
12 employers who have the responsibility to follow the laws and who may seek to take advantage of
13 superior economic and bargaining power in setting onerous terms and conditions of employment. The
14 nature of this action and the format of laws available to Plaintiff and members of the Classes make
15 the class action format a particularly efficient and appropriate procedure to redress the violations
16 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
17 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
18 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

19 60. Moreover, requiring each member of the Classes to pursue an individual remedy would
20 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
21 against their former and/or current employer for real and justifiable fear of retaliation and permanent
22 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
23 the individual class members, even if possible, would create a substantial risk of inconsistent or
24 varying verdicts or adjudications with respect to the individual class members against Defendants
25 herein; and which would establish potentially incompatible standards of conduct for Defendants;
26 and/or legal determinations with respect to individual class members which would, as a practical
27 matter, be dispositive of the interest of the other class members not parties to adjudications or which
28 would substantially impair or impede the ability of the class members to protect their interests.

1 Further, the claims of the individual members of the class are not sufficiently large to warrant
2 vigorous individual prosecution considering all of the concomitant costs and expenses attending
3 thereto. As such, the Classes identified in Paragraph 46 are maintainable as Classes under § 382 of
4 the Code of Civil Procedure.

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6
7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY ALL OVERTIME WAGES**

9 **(AGAINST ALL DEFENDANTS)**

10 61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 62. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
12 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
13 hours worked and provide a private right of action for the failure to pay all overtime compensation
14 for overtime work performed.

15 63. At all times relevant herein, Defendants were required to properly pay Plaintiff and
16 members of the Classes and Overtime Subclass for all overtime hours worked pursuant to California
17 Labor Code § 1194 and the applicable Wage Orders.

18 64. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
19 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
20 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
21 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
22 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
23 the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate
24 Plaintiff or members of the Classes at one and one-half times their regular rate of pay for such hours.

25 65. Defendants failed to conform their pay practices to the requirements of the law. This
26 unlawful conduct includes but is not limited to Defendants’ uniform and unlawful policy/practice of
27 failing to account for non-discretionary bonuses and other pay in calculating the regular rate for
28

1 calculating members of the Classes and Overtime Regular Rate Subclass overtime rate which resulted
2 in these individuals not being paid all overtime wages owed.

3 66. The foregoing policies and practices are unlawful and create entitlement to recovery by
4 Plaintiff and the members of the Classes and Overtime Regular Rate Subclass in a civil action for the
5 unpaid amount of overtime wages, including interest thereon, statutory penalties, attorney's fees, and
6 costs of suit according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders,
7 and Code of Civil Procedure § 1021.5.

8 **SECOND CAUSE OF ACTION**

9 **MEAL PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

11 67. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 68. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
13 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
14 and members of the Class, with all required meal periods in accordance with the mandates of the
15 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
16 Allegations section of this Complaint.

17 69. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
19 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

20 **THIRD CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 70. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 71. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
25 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
26 each four (4) hour period worked, or major fraction thereof.

27 72. Due to their unlawful rest period policy and practices, Defendants did not authorize
28 and permit Plaintiff and members of the Class to take any rest periods to which they were legally

1 entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the
2 "regular rate of pay" to Plaintiff and members of the Classes at their respective regular rates of pay
3 for each violation, in accordance with California Labor Code § 226.7.

4 73. The foregoing violations create an entitlement to recovery by Plaintiff and members of
5 the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
6 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
7 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

8 **FOURTH CAUSE OF ACTION**

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

10 **(AGAINST ALL DEFENDANTS)**

11 74. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 75. Labor Code 226(a) states in pertinent part the following:

13 "(a) An employer, semimonthly or at the time of each payment of wages, shall
14 furnish to his or her employee, either as a detachable part of the check, draft, or
15 voucher paying the employee's wages, or separately if wages are paid by personal
16 check or cash, an accurate itemized statement in writing showing (1) gross wages
17 earned, (2) total hours worked by the employee, except as provided in subdivision
18 (j), (3) the number of piece-rate units earned and any applicable piece rate if the
19 employee is paid on a piece-rate basis, (4) all deductions, provided that all
20 deductions made on written orders of the employee may be aggregated and shown
21 as one item, (5) net wages earned, (6) the inclusive dates of the period for which
22 the employee is paid, (7) the name of the employee and only the last four digits of
23 his or her social security number or an employee identification number other than
24 a social security number, (8) the name and address of the legal entity that is the
25 employer and, if the employer is a farm labor contractor, as defined in subdivision
26 (b) of Section 1682, the name and address of the legal entity that secured the
27 services of the employer, and (9) all applicable hourly rates in effect during the pay
28 period and the corresponding number of hours worked at each hourly rate by the
employee."

25 76. As set forth above, during the Class Period, Defendants issued and continues to issue
26 wage statements to its employees including Plaintiff and members of the Wage Statement Penalty
27 Subclass, which are inadequate under Labor Code Section 226(a).

28 77. As a result of Defendants failure to pay Plaintiff and the Classes for all overtime wages

1 at the appropriate legal rate, and missed meal and rest period premiums, Defendants' failure to include
2 required information on Plaintiff and the Classes' wage statements in violation of Labor Code section
3 226a.

4 78. Defendants' failure to comply with section 226(a) of the Labor Code was knowing and
5 intentional.

6 79. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff
7 and members of the Classes in violation of section 226(a) of the California Labor Code, Plaintiff and
8 members of the Classes are each entitled to recover an initial penalty of \$50, and subsequent penalties
9 of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per every
10 member of the Classes from Defendants pursuant to section 226(e) of the Labor Code, costs and
11 reasonable attorneys' fees.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY PAY FINAL WAGES**

14 **(AGAINST ALL DEFENDANTS)**

15 80. Plaintiff re-allege and incorporate by reference each and every allegation set forth in the
16 preceding paragraphs.

17 81. The actionable period for this cause of action is three (3) years prior to the filing of this
18 complaint through the present, and on-going until the violations are corrected, or the class is certified.

19 82. Sections 201 and 202 of the California Labor Code requires Defendants to pay all
20 compensation due and owing to Plaintiff and the Waiting Time Penalty Subclass Members during the
21 actionable period for this cause of action at or around the time that their employment is or was
22 terminated or ended.

23 83. Section 203 of the California Labor Code provides that if an employer willfully fails to
24 pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then
25 the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

26 84. Defendants willfully failed to pay Plaintiff and the Waiting Timeline Penalty Subclass
27 Members for all minimum and overtime wages owed, as well as meal period premiums and rest period
28 premiums prior to or upon termination or separation from employment with Defendants as required

1 by California Labor Code §§ 201 and 202.

2 85. As a result, Defendants are liable to Plaintiff and the Waiting Timeline Penalty Subclass
3 Members for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Waiting
4 Timeline Penalty Subclass pursuant to California Labor Code § 203. See, e.g., DLSE Manual, 4.3.4
5 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time
6 penalties.)

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**

9 **(AGAINST ALL DEFENDANTS)**

10 86. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 87. California Labor Code Section 2802 states that employers must “indemnify” an
12 employee for “all necessary expenditures or losses incurred by the employee in direct consequence
13 of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”
14 Likewise, Labor Code section 2804 states that “any contract or agreement, express or implied, made
15 by any employee to waive the benefits of this article or any part thereof, is null and void, and this
16 article shall not deprive any employee or his personal representative of any right or remedy to which
17 he is entitled under the laws of this State.”

18 88. Here, Plaintiffs and the other Class Members paid out of pocket for necessary business
19 expenditures incurred as a direct consequence and requirement of performing their job duties,
20 including the costs associated with their personal cell phone they required to perform their work.
21 Despite knowing that Plaintiffs and the other Class Members incurred these necessary business
22 expenses and requiring Plaintiffs and the other Class Members to use such items, Defendants did not
23 reimburse them.

24 89. Thus, Plaintiffs and the other Class Members are entitled to recover the cost of such
25 necessary business expenses, plus interest from the date each incurred such business expenses, plus
26 fees and costs. (Lab. Code, § 2802, subds. (b), (c).)

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

3 **(AGAINST ALL DEFENDANTS)**

4 90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 91. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep
6 at a central location in the state or at the plants or establishments at which employees are employed,
7 payroll records showing the hours worked daily by and wages paid to employees employed at the
8 respective plants or establishments. These records must be kept in accordance with rules established
9 for this purpose by the commission, but in any case shall be kept on file for not less than two years.

10 92. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to
11 maintain accurate and complete records.

12 93. Defendant has intentionally and willfully failed to keep accurate and complete records
13 showing the hours worked daily and wages paid to Plaintiff and the other Class Members. Thus,
14 Plaintiff and the other Class Members have been denied their legal right and protected interest in
15 having available at a central location at the plant or establishment where they are employed, accurate
16 and complete payroll records showing the hours worked daily by, and the wages paid to, employees
17 at those respective locations pursuant to Labor Code 1174.

18 **EIGHT CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

20 **(AGAINST ALL DEFENDANTS)**

21 94. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 95. Defendants have engaged and continue to engage in unfair and/or unlawful business
23 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
24 failing to pay for all overtime wages at the legal rate, by failing to provide all legally required meal
25 and rest periods or pay premium payments at the regular rate of pay in lieu thereof, and by failing to
26 provide accurate wage statements.

27 96. Defendants' utilization of these unfair and/or unlawful business practices deprived
28 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally

1 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
2 Defendants' competitors who have been and/or are currently employing workers and attempting to
3 do so in honest compliance with applicable wage and hour laws.

4 97. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
5 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
6 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
7 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

8 98. The acts complained of herein occurred within the last four years immediately
9 preceding the filing of the Complaint in this action.

10 99. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
12 Defendants' current hourly non-exempt employees and to enforce important rights affecting the
13 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
14 she is entitled to recover under Code of Civil Procedure § 1021.5.

15 **NINTH CAUSE OF ACTION**

16 **UNLAWFUL DEDUCTIONS FROM WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 100. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 101. During the entire relevant statutory time period, Defendants systematically made
20 unlawful deductions when Defendant was not authorized by to do so.

21 102. In committing the foregoing acts, Defendants acted oppressively, maliciously,
22 fraudulently, and/or outrageously toward Plaintiff and members of the Class, with conscious
23 disregard for their known rights and with the intention of causing, and/or willfully disregarding the
24 probability of causing, unjust and cruel hardship to Plaintiffs and members of the Class. In so acting,
25 Defendants intended to and did vex, injure and annoy Plaintiff and members of the Class.

26 103. Because of Defendants' unlawful deductions from their wages, Plaintiffs and members
27 of the Class have also been paid wages in an untimely manner in violation of Labor Code Section
28 204.

1 104. Plaintiff and the Class are entitled to all appropriate remedies provided by the
2 California Labor Code and applicable IWC Wage Orders, including unpaid wages, liquidated
3 damages, civil penalties, attorney fees and costs of suit. In addition, Plaintiff is entitled to injunctive
4 relief to prevent future violations of their rights under the California Labor Code and applicable IWC
5 Wage Orders.

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9 **TENTH CAUSE OF ACTION**
10 **PRIVATE ATTORNEYS GENERAL ACT**
11 **(AGAINST ALL DEFENDANTS)**

12 1. Plaintiff re-alleges and incorporates by reference all previous paragraphs.
13 2. Defendants have committed several Labor Code violations against Plaintiff and other
14 similarly non-exempt employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
15 Code § 2698 *et seq.*, acting on behalf of himself and other non-exempt employees, brings this
16 representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly
17 non-exempt employees, and the State of California according to proof pursuant to Labor Code § 2699
18 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
19 subsequent violation per employee per pay period for those violations of the Labor Code for which
20 no civil penalty is specifically provided based on the following Labor Code violations:

21 a. Failing to pay Plaintiff and other non-exempt employees overtime wages at the “regular
22 rate of pay”, including all forms of non-hourly compensation, in violation of Labor Code §§ 204,
23 510, 558, 1194, and 1198;

24 c. Failing to provide Plaintiff and other non-exempt employees with all of their statutorily
25 mandated meal periods or compensation at the “regular rate of pay” in lieu thereof in violation of
26 Labor Code §§ 204, 510, 558, 1194 and 1198;

27 d. Failing to authorize and permit Plaintiff and other non-exempt employees with all of
28 their statutorily mandated rest periods or compensation at the “regular rate of pay” in lieu thereof in

1 violation of Labor Code §§ 226.7, and 516;

2 e. Failing to furnish Plaintiff and other similarly situated employees with complete,
3 accurate, itemized wage statements in violations of Labor Code § 226(a); and

4 f. Failing to timely compensate Plaintiff and similarly non-exempt employees with all
5 earnings at their separation of employment in violation of Labor Code §§ 201-203.

6 3. On or about August 30, 2021, Plaintiff notified Defendant Principal Life Insurance
7 Company via certified U.S. Mail, and the California Labor and Workforce Development Agency
8 (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 *et seq.*,
9 with respect to violations of the California Labor Code identified in Paragraph 81 (a)-(f). Now that
10 sixty-five days have passed from Plaintiff notifying Defendant of these violations, Plaintiff will have
11 exhausted his administrative requirements for bringing a claim under the Private Attorneys General
12 Act with respect to these violations.

13 4. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect his interests and the interests of similarly non-exempt employees, and to assess and collect
15 the civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which
16 he is entitled to receive under California Labor Code § 2699.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
19 this suit is brought against Defendants, as follows:

- 20 1. For an order certifying the proposed Classes;
- 21 2. For an order appointing Plaintiff as representative of the Classes;
- 22 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 23 4. Upon the First Cause of Action, for compensatory, consequential, general and special
24 damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198;
- 25 5. Upon the Second Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 27 6. Upon the Third Cause of Action, for compensatory, consequential, general and special
28 damages according to proof pursuant to Labor Code §§ 226.7 and 516;

1 7. Upon the Fourth Cause of Action, penalties pursuant to Labor Code § 226(a), and
2 reasonable costs and attorneys' fees;

3 8. Upon the Fifth Cause of Action, penalties pursuant to Cal. Labor Code §§ 201 through
4 203.

5 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes
6 of all money and/or property unlawfully acquired by Defendants by means of any acts or practices
7 declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

8 10. Upon the Seventh Cause of Action, all unreimbursed business expenses, and interest
9 thereon, that are owed, pursuant to Labor Code section 2802, and attorney fees, pursuant to Labor
10 Code section 2802, subdivision (c);

11 11. Upon the Eight Cause of Action, For the failure to maintain accurate employment
12 records, penalties pursuant to Labor Code sections 226.3, 1174.5, and others that may be applicable;

13 12. Upon the Ninth Cause of Action, all unlawfully deducted wages, interest thereon, all
14 associated penalties, reasonable attorneys' fees/costs, and all associated penalties for late payment
15 wages in violation of Labor Code § 204;

16 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other non-exempt
17 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699,
18 including, but not limited to (1) \$100.00 for each initial violation and (2) \$200 for each subsequent
19 violation per employee per pay period for those violations of the Labor Code for which no civil
20 penalty is specifically provided;

21 14. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
22 § 218.6 and Civil Code §§ 3287 and 3289;

23 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
24 218.5, 226, and Code of Civil Procedure § 1021.5; and

25 16. For such other relief that the Court may deem just and proper.
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Dated: March 7, 2023

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: _____

Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Classes

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On March 13, 2023, I served the following document(s) described as **SECOND**
6 **AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this
action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

7
8 Samantha M. Rollins, Esq.
9 Samantha.rollins@faegredrinker.com
10 FAEGRE DRINKER BIDDLE & REATH, LLP
300 N. Meridian Street, Suite 2500
Indianapolis, Indiana 46204

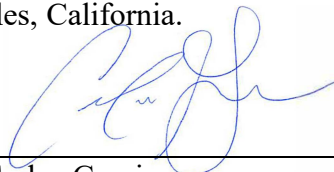
11 Caroline L. Guensberg, Esq.
12 Caroline.guensberg@faegredrinker.com
13 FAEGRE DRINKER BIDDLE & REATH, LLP
Four Embarcadero Center, 27th Floor
San Francisco, California 94111

14 **Counsel for defendant Principal Life Insurance**
15 **Company**

16 **BY ELECTRONIC MAIL:** Based on a Court order or an agreement by the parties to
17 accept service by e-mail or electronic transmission, I caused such the document(s) described above
to be sent from my email address to the persons listed above. I did not receive, within a reasonable
time after the transmission, any electronic message or indication that the transmission was
unsuccessful.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct.

20 Executed on March 13, 2023, at Los Angeles, California.

21
22 
23 Carlos Garcia