

COPY

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

SEP 02 2021

Sherri R. Carter, Executive Officer/Clerk of Court

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
KRISTY R. CONNOLLY, State Bar No. 328477
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: kconnolly@aegislawfirm.com

Attorneys for Plaintiffs Claudia Williams and Barton Lucero,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CLAUDIA WILLIAMS and BARTON
LUCERO, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

COMPEX LEGAL SERVICES, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 20STCV20454
*Assigned for all purposes to
Hon. Judge Ann I. Jones
Dept. 11*

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Provide Meal Periods;
2. Failure to Permit Rest Breaks;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Pay All Wages Due Upon Separation of Employment; and
5. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Claudia Williams and Barton Lucero, individually and on behalf of others
2 similarly situated, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Claudia Williams and Barton Lucero (“Plaintiffs”) bring this putative
5 class action against defendants Compex Legal Services, Inc. and DOES 1 through 20, inclusive
6 (collectively, “Defendants”), on behalf of themselves individually and a putative class of non-
7 exempt employees employed by Defendants throughout California.

8 2. Defendants are in the business of providing legal services.

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

13 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) Failing to provide meal periods or compensation in lieu thereof;
16 (b) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
17 (c) Failing to provide accurate itemized wage statements; and
18 (d) Failing to pay all wages due upon separation of employment.

19 5. Plaintiffs brings this lawsuit seeking monetary relief against Defendants on
20 behalf of themselves and all others similarly situated in California to recover, among other
21 things, unpaid wages and benefits, interest, attorneys’ fees, costs and expenses and penalties
22 pursuant to Labor Code §§ 201-203, 210, 226, 226.7, 512.

23 **JURISDICTION AND VENUE**

24 6. This is a class action, pursuant to California Code of Civil Procedure § 382. The
25 monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdictional limits
26 of the Superior Court and will be established according to proof at trial.

27 7. This Court has jurisdiction over this action pursuant to the California
28 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all

1 causes except those given by statutes to other courts. The statutes under which this action is
2 brought do not specify any other basis for jurisdiction.

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

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

11 **THE PARTIES**

12 10. Plaintiffs are citizens of California. Plaintiffs were employed by Defendants
13 during the Class Period in California.

14 11. Plaintiffs are informed and believe, and thereon allege, that Defendants at all
15 times hereinafter mentioned, were and are employers as defined in and subject to the Labor
16 Code and IWC Wage Orders, whose employees were and are engaged throughout this county
17 and the State of California.

18 12. Plaintiffs are unaware of the true names or capacities of the defendants sued
19 herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to
20 amend this Complaint and serve such fictitiously named defendants once their names and
21 capacities become known.

22 13. Plaintiffs are informed and believes, and thereon alleges, that each defendant
23 acted in all respects pertinent to this action as the agent of the other defendant, carried out a
24 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
25 defendant are legally attributable to the other defendant. Furthermore, defendants in all
26 respects acted as the employer and/or joint employer of Plaintiffs and the class members.

27 14. Plaintiffs are informed and believe, and thereon allege, that each and all of the
28 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or

DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

16. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

CLASS ACTION ALLEGATIONS

17. Plaintiffs bring this action under Code of Civil Procedure § 382 on behalf of themselves and all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order violations.

18. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

19. Plaintiffs' proposed Class consists of and is defined as follows:

Class

All California citizens currently or formerly employed as non-exempt employees by Defendants in the State of California at any time between April 6, 2016¹ and the date of class certification.

20. Plaintiffs also seek to certify the following Subclass of employees:

Waiting Time Subclass

All members of the Class who separated their employment from Defendants at any time between April 6, 2017 and the date of class certification.

21. Members of the Class and Subclass described above will be collectively referred to as "class members." Plaintiffs reserve the right to establish other or additional subclasses, or

¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
2 specific theories of liability.

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

- 7 (a) Whether Defendants deprived Plaintiffs and class members of timely meal periods;
- 8 (b) Whether Defendants deprived Plaintiffs and class members of rest breaks;
- 9 (c) Whether Defendants failed to timely pay Plaintiffs and former class members all
10 wages due upon termination or within 72 hours of resignation;
- 11 (d) Whether Defendants failed to furnish Plaintiffs and class members with accurate,
12 itemized wage statements; and
- 13 (e) Whether Defendants engaged in unfair business practices in violation of Business
14 & Professions Code §§ 17200, *et seq.*

15 23. There is a well-defined community of interest in this litigation and the Class is
16 readily ascertainable:

- 17 (a) Numerosity: The members of the Class are so numerous that joinder of all
18 members is impractical. Although the members of the Class are unknown
19 to Plaintiffs at this time, on information and belief, the Class is estimated to
20 be greater than 100 individuals. The identity of the class members are
21 readily ascertainable by inspection of Defendants' employment and payroll
22 records.
- 23 (b) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of the
24 claims (or defenses, if any) of the Class because Defendants' failure to
25 comply with the provisions of California wage and hour laws entitled each
26 class member to similar pay, benefits and other relief. The injuries
27 sustained by Plaintiffs are also typical of the injuries sustained by the Class
28

1 because they arise out of and are caused by Defendants' common course of
2 conduct as alleged herein.

3 (c) Adequacy: Plaintiffs are qualified to, and will fairly and adequately
4 represent and protect the interests of all members of the Class because it is
5 in her best interest to prosecute the claims alleged herein to obtain full
6 compensation and penalties due to her and the Class. Plaintiffs' attorneys,
7 as proposed class counsel, are competent and experienced in litigating large
8 employment class actions and are versed in the rules governing class action
9 discovery, certification and settlement. Plaintiffs have incurred and,
10 throughout the duration of this action, will continue to incur attorneys' fees
11 and costs that have been and will be necessarily expended for the
12 prosecution of this action for the substantial benefit of each class member.

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

20 (e) Public Policy Considerations: Employers in the State of California and
21 other states violate employment and labor laws every day. Current
22 employees are often afraid to assert their rights out of fear of direct or
23 indirect retaliation. Former employees are fearful of bringing actions
24 because they believe their former employers might damage their future
25 endeavors through negative references and/or other means. Class actions
26 provide the class members who are not named in the complaint with a
27 type of anonymity that allows for the vindication of their rights at the
28 same time as affording them privacy protections.

GENERAL ALLEGATIONS

24. At all relevant times mentioned herein, Defendants employed Plaintiffs and other persons as non-exempt employees.

25. Plaintiffs were employed in a non-exempt position at Defendants' California business location(s).

26. Defendants continue to employ non-exempt employees within California.

27. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices and the requirements of California law.

28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive all required meal periods or payment of one (1) additional hour of pay at Plaintiffs and class members' regular rate of pay when they did not receive a timely meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and class members did not receive all timely meal periods or payment of one (1) additional hour of pay at Plaintiffs and class members' regular rate of pay when they did not receive a timely meal period.

29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive all rest breaks or payment of one (1) additional hour of pay at Plaintiffs and class members' regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and class members did not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiffs and class members' regular rate of pay when a rest break was missed.

30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive itemized wage statements that accurately showed their gross and net wages earned, inclusive dates of pay periods, total hours worked and all applicable hourly rates in effect and the number of hours

1 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
2 Plaintiffs and class members were not provided with accurate itemized wage statements.

3 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and Waiting Time Subclass members were entitled to timely
5 payment of wages due upon separation of employment. In violation of the Labor Code,
6 Plaintiffs and Waiting Time Subclass members did not receive payment of all wages within
7 permissible time periods.

8 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known they had a duty to compensate Plaintiffs and class members, and
10 Defendants had the financial ability to pay such compensation but willfully, knowingly and
11 intentionally failed to do so all in order to increase Defendants' profits.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PROVIDE MEAL PERIODS**

14 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)**

15 33. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
16 though fully set forth herein.

17 34. Labor Code § 226.7 provides that no employer shall require an employee to work
18 during any meal period mandated by the IWC Wage Orders.

19 35. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
20 any person for a work period of more than five (5) hours without a meal period of not less than
21 30 minutes, except that when a work period of not more than six (6) hours will complete the
22 day's work the meal period may be waived by mutual consent of the employer and the
23 employee."

24 36. Labor Code § 512(a) provides that an employer may not require, cause or permit
25 an employee to work for a period of more than five (5) hours per day without providing the
26 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
27 the total work period per day of the employee is not more than six (6) hours, the meal period
28 may be waived by mutual consent of both the employer and the employee.

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

38. During the relevant time period, Plaintiffs and class members did not receive compliant meal periods for each five hours worked per day.

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

40. At all relevant times, Defendants failed to pay Plaintiffs and class members meal period premiums for meal period violations pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

41. As a result of Defendants' failure to pay Plaintiffs and class members an additional hour of pay for each day a meal period was not provided, Plaintiffs and class members suffered and continue to suffer a loss of wages and compensation.

SECOND CAUSE OF ACTION

FAILURE TO PERMIT REST BREAKS

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

42. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

43. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

44. Section 12 of the applicable IWC Wage Order states “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” and 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” unless the total daily work time is less than three and one-half (3½) hours.

1 45. During the relevant time period, Plaintiffs and class members did not receive a
2 ten (10) minute rest period for every four (4) hours or major fraction thereof worked.

3 46. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
4 requires an employer to pay an employee one additional hour of pay at the employee's regular
5 rate of compensation for each work day that the rest period is not provided.

6 47. At all relevant times, Defendants failed to pay Plaintiffs and class members rest
7 period premiums for rest period violations pursuant to Labor Code § 226.7(b) and section 12 of
8 the applicable IWC Wage Order.

9 48. As a result of Defendants' failure to pay Plaintiffs and class members an
10 additional hour of pay for each day a rest period was not provided, Plaintiffs and class members
11 suffered and continue to suffer a loss of wages and compensation.

12 **THIRD CAUSE OF ACTION**

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

14 **(Violation of Labor Code § 226)**

15 49. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
16 though fully set forth herein.

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

1 51. During the relevant time period, Defendants have knowingly and intentionally
2 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs
3 and class members. The deficiencies include, among other things, the failure to correctly state
4 accurate inclusive dates of the pay period for Plaintiffs and class members.

5 52. As a result of Defendants' violation of California Labor Code § 226(a),
6 Plaintiffs and class members have suffered injury and damage to their statutorily protected
7 rights. Specifically, Plaintiffs and class members have been injured by Defendants' intentional
8 violation of California Labor Code § 226(a) because they were denied both their legal right to
9 receive, and their protected interest in receiving, accurate itemized wage statements under
10 California Labor Code § 226(a). Plaintiffs have had to file this lawsuit in order to determine
11 the extent of the underpayment of wages, thereby causing Plaintiffs to incur expenses and lost
12 time. Plaintiffs would not have had to engage in these efforts and incur these costs had
13 Defendants provided the accurate wages earned. This has also delayed Plaintiffs' ability to
14 demand and recover the underpayment of wages from Defendants.

15 53. California Labor Code § 226(a) requires an employer to pay the greater of all
16 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,
17 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods,
18 plus attorney's fees and costs, to each employee who was injured by the employer's failure to
19 comply with California Labor Code § 226(a).

20 54. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs
21 and class members from knowing, understanding and disputing the wages paid to them, and
22 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
23 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiffs and
24 class members have suffered an injury, and the exact amount of damages and/or penalties is all
25 in an amount to be shown according to proof at trial.

26 55. Plaintiffs and class members are also entitled to injunctive relief under
27 California Labor Code § 226(h), compelling Defendants to comply with California Labor Code
28

§ 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND WITHIN THE REQUIRED TIME

(Violation of Labor Code §§ 201, 202 and 203)

56. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

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

58. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Waiting Time Subclass members all their earned wages upon termination including, but not limited to, proper minimum wages and overtime compensation, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

59. Defendants' failure to pay Plaintiffs and Waiting Time Subclass members all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

60. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

61. Plaintiffs and Waiting Time Subclass members are entitled to recover from Defendants the statutory penalty which is defined as Plaintiffs' and Waiting Time Subclass

1 members' regular daily wages for each day they were not paid, at their regular hourly rate of
2 pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

3 **FIFTH CAUSE OF ACTION**

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

5 62. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
6 though fully set forth herein.

7 63. Defendants' conduct, as alleged herein, has been and continues to be unfair,
8 unlawful and harmful to Plaintiffs and class members. Plaintiffs seek to enforce important
9 rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

10 64. Defendants' activities, as alleged herein, violate California law and constitute
11 unlawful business acts or practices in violation of California Business and Professions Code
12 §§ 17200, *et seq.*

13 65. A violation of Business and Professions Code §§ 17200, *et seq.* may be
14 predicated on the violation of any state or federal law.

15 66. Defendants' policies and practices have violated state law in at least the
16 following respects:

- 17 (a) Failing to provide timely meal periods without paying Plaintiffs and
18 class members premium wages for every day said meal periods were not
19 provided in violation of Labor Code §§ 226.7 and 512;
- 20 (b) Failing to authorize or permit rest breaks without paying Plaintiffs and
21 class members premium wages for every day said rest breaks were not
22 authorized or permitted in violation of Labor Code § 226.7;
- 23 (c) Failing to provide Plaintiffs and class members with accurate itemized
24 wage statements in violation of Labor Code § 226; and
- 25 (e) Failing to timely pay all earned wages to Plaintiffs and Waiting Time
26 Subclass members upon separation of employment in violation of Labor
27 Code §§ 201, 202 and 203.
- 28

67. Defendants intentionally avoided paying Plaintiffs and class members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

68. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiffs and class members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiffs, on their own behalf and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

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

2. For appointment of Claudia Williams and Barton Lucero as the class representatives;

3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;

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

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

6. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code § 226(e);

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

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

9. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair

1 or fraudulent and, therefore, constituting unfair competition under Business and Professions
2 Code §§ 17200, *et seq.*;

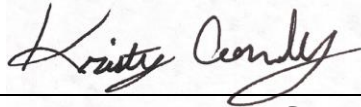
3 10. For an award of damages in the amount of unpaid compensation including, but
4 not limited to, unpaid wages, benefits and penalties, including interest thereon;

5 11. For pre-judgment interest; and

6 12. For such other relief as the Court deems just and proper.
7

8 Dated: September 1, 2021

AEGIS LAW FIRM, PC

9
10 By:  _____

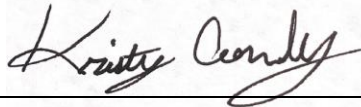
Kristy R. Connolly
Attorneys for Plaintiffs
11
12

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.
15

16 Dated: September 1, 2021

AEGIS LAW FIRM, PC

17
18 By:  _____

Kristy R. Connolly
Attorneys for Plaintiffs
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On September 2, 2021, I served the foregoing document entitled:

6 • **FIRST AMENDED CLASS ACTION COMPLAINT**

7 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
8 copy thereof on the party(ies) addressed below as follows:

9 Ray E. Gallo (SBN 158903)

10 **GALLO LLP**

11 100 Pine St., Suite 1250

12 San Francisco, CA 94111

13 Phone: 415.257.8800

14 rgallo@gallo.law

15 *Attorneys for Defendant:*

16 COMPEX LEGAL SERVICES, INC.

17 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
18 correspondence for mailing. Under that practice it would be deposited with the U.S.
19 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
20 in the ordinary course of business. I am aware that on motion of the party served, service
21 is presumed invalid if postage cancellation date or postage meter date is more than one
22 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed.*
23 *R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

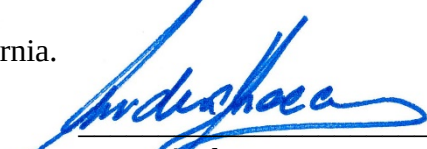
24 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
25 practice of Aegis Law Firm PC for collection and processing correspondence for
26 overnight delivery, and I caused such document(s) described herein to be deposited for
27 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
28 *Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).*)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc. §*
1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.*
5(b)(2)(A).)

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

Executed on September 2, 2021, at Irvine, California.


Andrea Drocco