

FILED
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County of Los Angeles
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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 David Cunningham
Dept. 11*

**SECOND 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.*;
6. Failure to Pay Minimum Wages;
7. Failure to Pay Overtime Wages; and
8. Enforcement of Labor Code § 2698 *et seq.* ("PAGA")

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Barton Lucero (“Plaintiffs”) bring this putative class and representative
5 action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*,
6 against defendants Compex Legal Services, Inc. and DOES 1 through 20, inclusive
7 (collectively, “Defendants”), on behalf of himself individually and on behalf of non-exempt
8 employees employed by Defendants throughout California.

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

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

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

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

22 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
23 behalf of himself and all others similarly situated in California to recover, among other things,
24 unpaid wages and benefits, interest, attorneys’ fees, costs and expenses and penalties pursuant
25 to Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12,
26 1194, 1194.2, 1197, 1197.1, 1198, and 2698, *et seq.*

27 **JURISDICTION AND VENUE**

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

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

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

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

THE PARTIES

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

11. Plaintiff is informed and believes, and thereon alleges, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

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

13. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint

1 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
2 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
3 the employer and/or joint employer of Plaintiff and the class members.

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

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

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

16 **CLASS ACTION ALLEGATIONS**

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

20 18. All claims alleged herein arise under California law for which Plaintiff seeks
21 relief authorized by California law.

22 19. Plaintiff's proposed Class consists of and is defined as follows:

23 Class

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

26 20. Plaintiff also seeks to certify the following Subclass of employees:

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

1 Waiting Time Subclass

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

4 21. Members of the Class and Subclass described above will be collectively referred
5 to as “class members.” Plaintiff reserves the right to establish other or additional subclasses, or
6 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
7 specific theories of liability.

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

- 12 (a) Whether Defendants deprived Plaintiff and class members of timely meal periods;
- 13 (b) Whether Defendants deprived Plaintiff and class members of rest breaks;
- 14 (c) Whether Defendants failed to timely pay Plaintiff and former class members all
15 wages due upon termination or within 72 hours of resignation;
- 16 (d) Whether Defendants failed to furnish Plaintiff and class members with accurate,
17 itemized wage statements;
- 18 (e) Whether Defendants engaged in unfair business practices in violation of Business
19 & Professions Code §§ 17200, *et seq.*;
- 20 (f) Whether Defendants failed to compensate Plaintiff and class members for working
21 off-the-clock, resulting in a failure to pay all minimum wages and overtime wages.

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

- 24 (a) Numerosity: The members of the Class are so numerous that joinder of all
25 members is impractical. Although the members of the Class are unknown
26 to Plaintiff at this time, on information and belief, the Class is estimated to
27 be greater than 100 individuals. The identity of the class members are
28 readily ascertainable by inspection of Defendants’ employment and payroll
 records.

1 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
2 claims (or defenses, if any) of the Class because Defendants' failure to
3 comply with the provisions of California wage and hour laws entitled each
4 class member to similar pay, benefits and other relief. The injuries
5 sustained by Plaintiff are also typical of the injuries sustained by the Class
6 because they arise out of and are caused by Defendants' common course of
7 conduct as alleged herein.

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

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

25 (e) Public Policy Considerations: Employers in the State of California and
26 other states violate employment and labor laws every day. Current
27 employees are often afraid to assert their rights out of fear of direct or
28 indirect retaliation. Former employees are fearful of bringing actions

1 because they believe their former employers might damage their future
2 endeavors through negative references and/or other means. Class actions
3 provide the class members who are not named in the complaint with a
4 type of anonymity that allows for the vindication of their rights at the
5 same time as affording them privacy protections.

6 **GENERAL ALLEGATIONS**

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

9 25. Plaintiff was employed in a non-exempt position at Defendants' California
10 business location(s).

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

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

16 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive wages for all hours
18 worked and that they were not receiving all wages earned for work that was required to be
19 performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class members
20 were not paid wages (including minimum wages and overtime wages) when Defendants
21 required Plaintiff and class members to work off-the-clock performing job duties before being
22 allowed to clock in to Defendants' benefit.

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

1 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
2 when they did not receive a timely meal period.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to receive all rest breaks or
5 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
6 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
7 and class members did not receive all rest breaks or payment of one (1) additional hour of pay
8 at Plaintiff and class members' regular rate of pay when a rest break was missed.

9 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiffs and class members were entitled to receive itemized wage
11 statements that accurately showed their gross and net wages earned, inclusive dates of pay
12 periods, total hours worked and all applicable hourly rates in effect and the number of hours
13 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
14 Plaintiffs and class members were not provided with accurate itemized wage statements.

15 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and Waiting Time Subclass members were entitled to timely
17 payment of wages due upon separation of employment. In violation of the Labor Code,
18 Plaintiff and Waiting Time Subclass members did not receive payment of all wages within
19 permissible time periods.

20 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known they had a duty to compensate Plaintiff and class members, and Defendants
22 had the financial ability to pay such compensation but willfully, knowingly and intentionally
23 failed to do so all in order to increase Defendants' profits.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL PERIODS**

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

27 34. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

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

3 36. Section 11 of the applicable IWC Wage Order states, “no employer shall employ
4 any person for a work period of more than five (5) hours without a meal period of not less than
5 30 minutes, except that when a work period of not more than six (6) hours will complete the
6 day’s work the meal period may be waived by mutual consent of the employer and the
7 employee.”

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

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

18 39. During the relevant time period, Plaintiff and class members did not receive
19 compliant meal periods for each five hours worked per day.

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

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

26 42. As a result of Defendants’ failure to pay Plaintiff and class members an
27 additional hour of pay for each day a meal period was not provided, Plaintiff and class members
28 suffered and continue to suffer a loss of wages and compensation.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PERMIT REST BREAKS**

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

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

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

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

13 46. During the relevant time period, Plaintiff and class members did not receive a ten
14 (10) minute rest period for every four (4) hours or major fraction thereof worked.

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

18 48. At all relevant times, Defendants failed to pay Plaintiff and class members rest
19 period premiums for rest period violations pursuant to Labor Code § 226.7(b) and section 12 of
20 the applicable IWC Wage Order.

21 49. As a result of Defendants’ failure to pay Plaintiff and class members an
22 additional hour of pay for each day a rest period was not provided, Plaintiff and class members
23 suffered and continue to suffer a loss of wages and compensation.

24 **THIRD CAUSE OF ACTION**

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

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

27 50. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

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

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

16 53. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
17 and class members have suffered injury and damage to their statutorily protected rights.
18 Specifically, Plaintiff and class members have been injured by Defendants' intentional
19 violation of California Labor Code § 226(a) because they were denied both their legal right to
20 receive, and their protected interest in receiving, accurate itemized wage statements under
21 California Labor Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
22 extent of the underpayment of wages, thereby causing Plaintiffs to incur expenses and lost time.
23 Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants
24 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
25 recover the underpayment of wages from Defendants.

26 54. California Labor Code § 226(a) requires an employer to pay the greater of all
27 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,
28 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods,

1 plus attorney's fees and costs, to each employee who was injured by the employer's failure to
2 comply with California Labor Code § 226(a).

3 55. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
4 and class members from knowing, understanding and disputing the wages paid to them, and
5 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
6 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
7 class members have suffered an injury, and the exact amount of damages and/or penalties is all
8 in an amount to be shown according to proof at trial.

9 56. Plaintiff and class members are also entitled to injunctive relief under California
10 Labor Code § 226(h), compelling Defendants to comply with California Labor Code § 226, and
11 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND**

14 **WITHIN THE REQUIRED TIME**

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

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

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

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

60. Defendants' failure to pay Plaintiff 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.

61. 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.

62. Plaintiff and Waiting Time Subclass members are entitled to recover from Defendants the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass members' regular daily wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

FIFTH CAUSE OF ACTION

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

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

64. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and class members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

- 1 (a) Failing to provide timely meal periods without paying Plaintiff and class
2 members premium wages for every day said meal periods were not
3 provided in violation of Labor Code §§ 226.7 and 512;
- 4 (b) Failing to authorize or permit rest breaks without paying Plaintiff and
5 class members premium wages for every day said rest breaks were not
6 authorized or permitted in violation of Labor Code § 226.7;
- 7 (c) Failing to provide Plaintiff and class members with accurate itemized
8 wage statements in violation of Labor Code § 226;
- 9 (d) Failing to timely pay all earned wages to Plaintiff and Waiting Time
10 Subclass members upon separation of employment in violation of Labor
11 Code §§ 201, 202 and 203;
- 12 (e) Failing to pay all minimum wages to Plaintiff and class members in
13 violation of Labor Code §§ 1194, 1194.2, and 1197; and
- 14 (f) Failing to pay all overtime wages to Plaintiff and class members in
15 violation of Labor Code §§ 510, 1194, and 1198.

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

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

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO PAY MINIMUM WAGES**

26 **(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order)**

27 70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
28 though fully set forth herein.

1 71. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
2 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
3 wage than the minimum so fixed is unlawful.

4 72. During the relevant time period, Defendants paid Plaintiff and class members
5 less than minimum wages when Defendants required Plaintiff and class members to work off-
6 the-clock performing job duties before being allowed to clock in.

7 73. During the relevant time period, Defendants regularly failed to pay at least
8 minimum wages to Plaintiff and class members for all hours worked pursuant to Labor Code
9 §§ 1194 and 1197.

10 74. Defendants' failure to pay Plaintiff and class members the required minimum
11 wages violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and class
12 members are entitled to recover the unpaid balance of their minimum wage compensation as
13 well as interest, costs and attorneys' fees.

14 75. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to
15 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
16 thereon.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME WAGES**

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

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

22 77. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
23 unlawful to employ persons without compensating them at a rate of pay either one and one-half
24 or two times the person's regular rate of pay, depending on the number of hours worked by the
25 person on a daily or weekly basis.

26 78. Pursuant to California Labor Code §§ 510 and 1194, during the relevant time
27 period, Defendants were required to compensate Plaintiff and class members for all overtime
28

1 hours worked, calculated at one and one-half (1½) times the regular rate of pay for hours
2 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first
3 eight (8) hours of the seventh consecutive work day, with double time after eight (8) hours on
4 the seventh day of any work week, or after twelve (12) hours in any work day.

5 79. Plaintiff and class members were non-exempt employees entitled to the
6 protections of California Labor Code §§ 510 and 1194.

7 80. During the relevant time period, Defendants failed to pay Plaintiff and class
8 members overtime and doubletime wages when Defendants required Plaintiff and class
9 members to work off-the-clock performing job duties before being allowed to clock in.
10 Because Plaintiff and class members worked shifts of eight hours or more, this unpaid time
11 qualified for overtime premium payment.

12 81. In violation of state law, Defendants have knowingly and willfully refused to
13 perform their obligations and compensate Plaintiff and class members for all wages earned as
14 alleged above.

15 82. Defendants' failure to pay Plaintiff and class members the unpaid balance of
16 overtime compensation, as required by California law, violates the provisions of Labor Code
17 §§ 510 and 1198, and is therefore unlawful.

18 83. Pursuant to Labor Code § 1194, Plaintiff and class members are entitled to
19 recover their unpaid overtime compensation as well as interest, costs and attorneys' fees.

20 **EIGHTH CAUSE OF ACTION**

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

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

24 85. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
25 for a civil penalty to be assessed and collected by the Labor and Workforce Development
26 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or
27 employees for violation of the code may, as an alternative, be recovered through a civil action
28

1 brought by an aggrieved employee on behalf of himself and other current or former employees
2 pursuant to the procedures specified in Labor Code § 2699.3.

3 86. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
5 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
6 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
7 period in which Defendants violated these provisions of the Labor Code.

8 87. Defendants' conduct violates numerous Labor Code sections including, but not
9 limited to, the following:

10 (a) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 558, 1194, 1194.2,
11 1197, 1197.1 and 1198 for failure to timely pay all earned wages (including minimum and
12 overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon
13 separation of employment as herein alleged;

14 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
15 Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal
16 periods as herein alleged;

17 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
18 other aggrieved employees and failure to pay premium wages for missed rest periods as herein
19 alleged;

20 (d) Violation of Labor Code § 226 for failure to provide accurate itemized wage
21 statements to Plaintiff and other aggrieved employees as herein alleged; and

22 (e) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
23 complete records showing, among other things, the hours worked daily by and the wages paid to
24 aggrieved employees.

25 88. Plaintiff is an "aggrieved employee" because he was employed by the alleged
26 violator and had one or more of the alleged violations committed against him, and therefore is
27 properly suited to represent the interests of all other aggrieved employees.
28

89. On July 28, 2021, Plaintiff gave notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) and to the agent for service of process for Defendant. Plaintiff has not received any response from the LWDA indicating that it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the PAGA.

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

91. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

Plaintiff, on his 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 Barton Lucero as the class representative;

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, Labor Code § 226(e), and 2698, *et seq.*;

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.*;

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

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

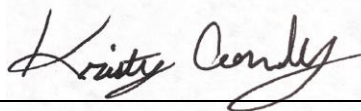
7 11. For pre-judgment interest;

8 12. For civil penalties; and

9 13. For such other relief as the Court deems just and proper.

10
11 Dated: December 15, 2021

AEGIS LAW FIRM, PC

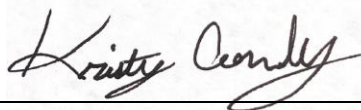
12
13 By: 
14 Kristy R. Connolly
15 Attorneys for Plaintiff

16 **DEMAND FOR JURY TRIAL**

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

18
19 Dated: December 15, 2021

AEGIS LAW FIRM, PC

20
21 By: 
22 Kristy R. Connolly
23 Attorneys for Plaintiff
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
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On December 15, 2021, I served the foregoing document entitled:

5 • **SECOND AMENDED COMPLAINT**

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

7 Ray E. Gallo (SBN 158903)

8 **GALLO LLP**

9 100 Pine St., Suite 1250

10 San Francisco, CA 94111

11 Phone: 415.257.8800

12 rgallo@gallo.law

13 *Attorneys for Defendant:*

14 COMPEX LEGAL SERVICES, INC.

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

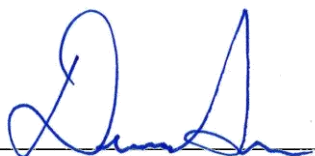
21 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
22 practice of Aegis Law Firm PC for collection and processing correspondence for
23 overnight delivery, and I caused such document(s) described herein to be deposited for
24 delivery to a facility regularly maintained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

25 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
26 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).)

27 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
28 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 December 15, 2021, at Irvine, California.



Delaney Graves