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Attorneys for Plaintiffs Mary Lorraine Buchanan and Luis Aguilar
Garcia, individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MARY LORRAINE BUCHANAN and
LUIS AGUILAR GARCIA, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

THE LAKES COUNTRY CLUB
ASSOCIATION, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. CVRI2302588

*Assigned for All Purposes to:
Judge Harold W. Hopp
Dept. 1*

SECOND AMENDED COMPLAINT

1 Plaintiffs Mary Lorraine Buchanan and Luis Aguilar Garcia, individually and on behalf
2 of all others similarly situated, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Mary Lorraine Buchanan and Luis Aguilar Garcia (“Plaintiffs”) bring
5 this representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code.
6 § 2698 *et seq.*, against defendants The Lakes Country Club Association, Inc., and DOES 1
7 through 20, inclusive (collectively, “Defendants”), on Plaintiffs’ own behalf and on behalf of
8 California citizens who are and were employed by Defendants as non-exempt employees
9 throughout California.

10 2. Defendants provide services or goods throughout California.

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

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

- 17 (a) failing to pay all wages (including minimum wages and overtime wages);
- 18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (d) failing to reimburse necessary business-related costs;
- 22 (e) failing to provide accurate itemized wage statements;
- 23 (f) failing to pay wages timely during employment; and
- 24 (g) failing to pay all wages due upon separation of employment.

25 5. Plaintiffs seek monetary relief against Defendants on behalf of Plaintiffs and all
26 others aggrieved employees in California to recover, among other things, civil penalties
27 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.
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1 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiffs and aggrieved employees.

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

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

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

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
23 California residents as non-exempt employees throughout California at Defendants' California
24 business location(s).

25 19. Defendants continue to employ non-exempt employees within California.

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

3 21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and aggrieved employees were entitled to receive wages for all
5 time worked (including minimum wages and overtime wages) and that they were not receiving
6 all wages earned for work that was required to be performed. In violation of the Labor Code and
7 IWC Wage Orders, Plaintiff and aggrieved employees were not paid all wages (including
8 minimum wages and overtime wages) for all hours worked at the correct rate and within the
9 correct time.

10 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
11 should have known that Plaintiff and Aggrieved employees were entitled to receive all required
12 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
13 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
14 violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees did not
15 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
16 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

17 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiff and Aggrieved employees were entitled to receive all rest
19 breaks or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees'
20 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
21 Code and IWC Wage Orders, Plaintiff and Aggrieved employees did not receive all rest breaks
22 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees' regular rate
23 of pay when a rest break was missed, late, or interrupted.

24 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiff and Aggrieved employees were entitled to reimbursement
26 and/or indemnification for all necessary business expenditures or losses as a direct consequence
27 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
28 of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees incurred necessary

1 business expenses or losses, but were not reimbursed nor indemnified of such expenses or losses
2 that were incurred as a direct consequence of the discharge of their duties, or of their obedience
3 to the directions of Defendants.

4 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
5 should have known that Plaintiff and Aggrieved employees were entitled to receive itemized
6 wage statements that accurately showed the following information pursuant to the Labor Code:
7 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
8 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
9 deductions, provided that all deductions made on written orders of the employee may be
10 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
11 which the employee is paid; (7) the name of the employee and only the last four digits of his or
12 her social security number or an employee identification number other than a social security
13 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at
15 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Aggrieved
16 employees were not provided with accurate itemized wage statements.

17 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that the they and aggrieved employees was entitled to timely payment of
19 wages due upon separation of employment. In violation of the Labor Code, Plaintiffs and
20 aggrieved employees did not receive payment of all wages within the permissible time periods.

21 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known they had a duty to compensate Plaintiffs and Aggrieved employees, and
23 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
24 intentionally failed to do so in order to increase Defendants' profits.

25 28. Therefore, Plaintiffs brings this lawsuit seeking monetary and injunctive relief
26 against Defendants on behalf of himself and all other aggrieved employees to recover, among
27 other things, unpaid wages, unpaid meal period premium payments, unpaid rest period premium
28 payments, interest, attorneys' fees, penalties, costs, and expenses.

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2 **FIRST CAUSE OF ACTION**

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

4 29. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs
5 as though fully set forth herein.

6 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
7 for a civil penalty to be assessed and collected by the Labor and Workforce Development
8 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
9 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
10 action brought by an aggrieved employee on behalf of himself or herself and other current or
11 former employees pursuant to the procedures specified in Labor Code § 2699.3.

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

17 32. Defendants' conduct violates numerous Wage Order and Labor Code sections,
18 including, but not limited to, the following:

- 19 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
20 1197, and 1198 for failure to timely pay all earned wages (including
21 minimum wage and overtime wages) owed to Plaintiffs and other
22 aggrieved employees during employment and upon separation of
23 employment as herein alleged;
- 24 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
25 periods to Plaintiffs and other aggrieved employees and failure to pay
26 premium wages for missed meal periods as herein alleged;
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- 1 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
2 Plaintiffs and other aggrieved employees and failure to pay premium
3 wages for missed rest periods as herein alleged;
- 4 d. violation of Labor Code § 226 for failure to provide accurate itemized
5 wage statements to Plaintiffs and other aggrieved employees as herein
6 alleged;
- 7 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
8 accurate and complete records showing, among other things, the hours
9 worked daily by Plaintiffs and the wages paid to aggrieved employees;
10 and
- 11 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
12 Plaintiffs and other aggrieved employees for necessary business expenses
13 as herein alleged.

14 33. Plaintiffs are “aggrieved employees” because they were employed by the alleged
15 violator and had one or more of the violations committed against them, and therefore are
16 properly suited to represent the interests of all other aggrieved employees.

17 34. Plaintiffs have exhausted the procedural requirements under Labor Code §
18 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself
19 and all other aggrieved employees under PAGA.

20 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
21 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
22 cited above.

23 36. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs
24 incurred herein.

25 **PRAYER FOR RELIEF**

26 Plaintiffs, on their own behalf and on behalf of all others similarly situated, pray for
27 relief and judgment against Defendants, jointly and severally, as follows:
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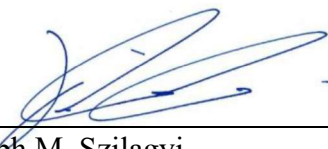
1 1. For civil penalties against Defendants on behalf of all aggrieved employees and
2 the LWDA pursuant to Labor Code § 2698, *et seq.*;

3 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
4 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698
5 *et seq.*; and;

6 3. For such other relief as the Court deems just and proper.
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9 Dated: June 5, 2024

AEGIS LAW FIRM, PC

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11 By: 
12 _____

13 Joseph M. Szilagyi
14 Attorneys for Plaintiffs
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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 June 5, 2024, I served the foregoing document(s) entitled:

5 **SECOND AMENDED COMPLAINT**

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

8 Jana Fitzgerald
9 David Mule
Gina Castello
10 **FitzGerald & Mulé LLP**
74770 Hwy. 111, Suite 205
11 Indian Wells, CA 92211
Phone 760-325-5055
12 jfitzgerald@fitzgeraldmulelaw.com
13 dmule@fitzgeraldmulelaw.com
gcastello@fitzgeraldmulelaw.com
14

15 *Attorneys for Defendants:*
THE LAKES COUNTY CLUB ASSOCIATION, INC.

16 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
17 correspondence for mailing. Under that practice it would be deposited with the U.S.
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
is presumed invalid if postage cancellation date or postage meter date is more than one
19 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).)

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

23 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
24 electronic transmission via the above listed email addresses 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).)

25 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
26 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)
27
28

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

3 Executed on June 5, 2024, at Irvine, California.

4 
5 _____
6 Jacquelyn Enciso
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