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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES

11 Antonio Ortega and Ken Hagans,  
12 individuals, appearing on behalf of  
13 themselves and all others similarly  
14 situated,

14 Plaintiffs,

15 v.

16 Global Tel\*Link Corporation, Cooper  
17 Communications Group, Inc. and DOES  
18 1-10, inclusive,

18 Defendants.

CASE NO. BC 636438

**SECOND AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. **Class and Representative Claim for Failure to Pay Overtime Wages in Violation of the Applicable Wage Order and California Labor Code §§510, 1194 and 1198;**
2. **Class and Representative Claim for Failure to Pay Wages per Labor Code §204;**
3. **Class and Representative Claim for Violation of Labor Code §§201 and 202;**
4. **Class and Representative Claim for Failure to Provide an Accurate Itemized Paystub in Violation of Labor Code §226;**
5. **Class and Representative Claim for Failure to Record Work Hours and Meal Break Periods in Violation of Labor Code §§1174, 1198 and the Applicable Wage Order;**
6. **Class and Representative Claim for Failure to Provide Timely Meal Breaks in Violation of Labor Code §§226.7, 512 and 1198;**
7. **Class and Representative Claim for Failure to Pay Wages in Violation of Labor Code §226.7;**
8. **Class Claim for Violation of Business and Professions Code §17200 *et seq.*; and**
9. **Class Claim for Conversion**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Antonio Ortega (“Ortega”) and Ken Hagans (“Hagans”) (collectively,  
2 “Plaintiffs”) allege as follows:

3 **INTRODUCTION**

4 1. Plaintiffs bring this Complaint to recover wages and civil penalties that  
5 are owed to them and other past and present employees of Defendants as a result of a  
6 series of Labor Code violations committed by Defendants Cooper Communication Group,  
7 Inc. (hereinafter “CCG”) and Global Tel\*Link Corporation (hereinafter “GTL”).

8 2. CCG and GTL are joint employers. GTL exercises day-to-day control  
9 over, and retains the right to hire and fire, CCG’s Field Technician employees.  
10 Specifically, GTL actively controls and directs the recruiting and hiring process. GTL  
11 creates and publishes the materials seeking employees during the recruiting process, and  
12 GTL managers select, interview, and ultimately hire any and all non-exempt employees  
13 seeking employment with CCG. GTL also maintains and exercises the right to require  
14 CCG management to discipline and/or fire CCG employees as directed by GTL.

15 3. Plaintiffs are informed and believe that GTL maintains business  
16 relationships with one or more other companies who perform subcontractor work for GTL  
17 on similar contracts and under similar terms as CCG. Plaintiffs are informed and believe  
18 that GTL exercises the same and/or greater amounts of control over the Field Technicians  
19 working for such contracting entities.

20 4. As used herein, “Field Technician” refers to employees whose duties  
21 include the provision of installation, repair and maintenance services to telephones and/or  
22 communications systems in facilities in California. “Field Technician” includes  
23 employees who perform installation, repair and maintenance services to telephones and/or  
24 communications systems but may have different job titles. “Field Technician” is not  
25 limited to employees who are jointly employed by both GTL and CCG. “Field  
26 Technician” includes all employees for whom either GTL or CCG is an employer in  
27 California and whose duties include the provision of installation, repair and maintenance  
28 services to telephones and/or communications systems in facilities in California.

1           5.           As used herein, “Liability Period” refers to the period of time beginning  
2 four years prior to the filing of the original complaint in this matter, and continuing until  
3 the final resolution of this Action and all appeals related thereto.

4           6.           Plaintiffs bring the First through Seventh causes of action as Private  
5 Attorneys General pursuant to California Labor Code §2699 *et seq.* Plaintiffs bring the  
6 First through Fourth, and Sixth through Seventh, causes of action as to all individuals who  
7 have worked for Defendants as a Field Technician in California at any time during which  
8 any wage or penalty can be recovered on the basis of the facts alleged in this Action.  
9 Plaintiffs bring their claim concerning Defendant GTL’s systemic untimely payroll  
10 structure, described in the Second Cause of Action, as to all individuals who were paid as  
11 hourly employees in California by the GTL payroll system at any time during which any  
12 wage or penalty can be recovered on the basis of the facts alleged in this Action.  
13 Plaintiffs bring the Fifth Cause of Action as to all individuals who have worked for  
14 Defendants in California as hourly employees at any time during which any wage or  
15 penalty can be recovered on the basis of the facts alleged in this Action.

16           7.           Plaintiffs bring all causes of action on behalf of themselves and a class  
17 that includes current and former Field Technician employees of Defendants pursuant to  
18 California Code of Civil Procedure §382. The class includes all individuals who have  
19 worked as a Field Technician in California at any time during the Liability Period. With  
20 respect to the systemic untimely payroll structure implemented in Defendant GTL’s  
21 payroll system that affected all California employees paid by the GTL payroll system as  
22 described in the Second Cause of Action, the class also includes all individuals who were  
23 paid as hourly employees in California by the GTL payroll system at any time during the  
24 liability period. With regard to the Fifth Cause of Action, the class includes all  
25 individuals who have worked for Defendants in California as hourly employees at any  
26 time during the liability period.

**THE PARTIES**

1  
2           8.           Ortega is a citizen of the United States and a resident of Los Angeles  
3 County, California. From August 2008 until August 2015, Defendants employed Ortega  
4 in Los Angeles County, California as a Field Technician.

5           9.           Hagans is a citizen of the United States and a resident of Los Angeles  
6 County, California. From about September 2008 until August or September 2015,  
7 Defendants employed Hagans in Los Angeles County, California as a Field Technician.

8           10.          CCG is a corporation organized under the laws of the State of New York  
9 that conducts business and employs individuals throughout California.

10          11.          GTL is a corporation organized under the laws of the State of Delaware  
11 that conducts business and employs individuals throughout California.

12          12.          Plaintiffs are currently unaware of the true names and capacities of the  
13 Defendants sued herein as Does 1 through 10 (the “Doe Defendants”) and therefore sue  
14 the Doe Defendants by such fictitious names. Plaintiffs will amend this Complaint to  
15 allege the true names and capacities of the Doe Defendants when they are ascertained.

16          13.          Plaintiffs are informed and believe, and thereon allege, that the Doe  
17 Defendants are the partners, agents, or principals and co-conspirators of the named  
18 Defendants, and of each other; that the named Defendants and the Doe Defendants  
19 performed the acts and conduct herein alleged directly, aided and abetted the performance  
20 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and  
21 conduct, and therefore each of the Doe Defendants is liable to Plaintiffs.

22          14.          Plaintiffs are informed and believe, and on that basis allege, that at all  
23 times herein mentioned, all of the Defendants are a single employer.

24          15.          Plaintiffs are informed and believe, and on that basis allege, that at all  
25 times herein mentioned, each of the Defendants was the agent, servant and/or employee of  
26 each of the other Defendants and in connection with the matters hereinafter alleged, was  
27 acting within the scope of such agency and employment, and each Defendant ratified each  
28 and every act, omission and thing done by each and every other Defendant herein.

1 **JURISDICTION AND VENUE**

2 16. This Court has jurisdiction in this action because: Defendants committed  
3 wrongful acts against the Plaintiffs in Los Angeles County; because Defendants reside in  
4 this jurisdiction; and because service was effected on Defendants while such Defendants  
5 were voluntarily present in California.

6 17. Venue is proper under California Code of Civil Procedure §395.5, as it is  
7 the county where liability against Defendants arises.

8  
9 **LABOR CODE §2699**

10 18. Plaintiffs reallege and incorporate herein by this reference the allegations  
11 of paragraphs 1 through 17 hereof, inclusive.

12 19. California Labor Code §2699 *et seq.* authorizes Plaintiffs to recover civil  
13 penalties on behalf of themselves, the State of California, and all other non-exempt  
14 employees of Defendants who have been employed in California for each Labor Code  
15 violation described herein.

16 20. Plaintiffs hereby seek to recover civil penalties for each Labor Code  
17 violation described herein on behalf of themselves, the State of California, and all other  
18 non-exempt employees of Defendants who have been employed in California pursuant to  
19 California Labor Code §2699 *et seq.*

20 21. Pursuant to California Labor Code §2699.3, on August 2, 2016, Plaintiff  
21 Ortega gave written notice by certified mail to the Labor and Workforce Development  
22 Agency, and the employer, of the specific provisions of the code alleged to be violated in  
23 this Complaint, including the facts and theories to support the alleged violation.

24 22. More than 65 days have passed since Plaintiff Ortega gave written notice  
25 by certified mail to the Labor and Workforce Development Agency and the employer.  
26 The Labor and Workforce Development Agency has not provided any notice of intent to  
27 investigate any of the alleged violations.

28

1 **COMMON ALLEGATIONS**

2 23. Plaintiffs reallege and incorporate herein by this reference the allegations  
3 of paragraphs 1 through 22 hereof, inclusive.

4 24. Defendant CCG is a telecommunications company that provides  
5 installation, maintenance and repair service to telephone and communications systems  
6 located in correctional facilities.

7 25. Defendant GTL is a telecommunications company that provides  
8 telephone, communication and payment systems used in connection with correctional  
9 facilities.

10 26. Plaintiffs are informed and believe that all, or nearly all, of CCG's  
11 business consists of subcontractor work performed for Defendant GTL, servicing  
12 contracts owned by GTL.

13 27. At all times relevant hereto, Plaintiffs were employed by Defendants as  
14 Field Technicians. All Field Technicians employed by Defendants are non-exempt,  
15 hourly employees.

16 28. At all times relevant hereto, Defendants have used a timekeeping system  
17 whereby Field Technicians are instructed that they may submit a timesheet if they work  
18 more than 40 hours in a week, but should not submit any time records if they work less  
19 than 40 hours in a week. Even when an employee worked more than 40 hours in a week,  
20 there was no requirement to submit a timesheet.

21 29. Time tracking was limited to the employee-drafted timesheets. If no  
22 timesheet was submitted by a Field Technician for a given time period, Defendant  
23 maintained no record of hours worked or meal breaks taken for that pay period.

24 30. At all times relevant hereto, Defendants required any Field Technician  
25 who did wish to submit a timesheet to complete a lengthy timesheet form. The timesheet  
26 could take as long as one to two hours to complete and time spent completing the form  
27 was generally uncompensated.  
28

1           31.       Defendants use a common system to track payroll for all of their Field  
2 Technician employees in California.

3           32.       At all times relevant hereto, Defendants have required their Field  
4 Technician employees to work more than eight hours in a day.

5           33.       All Field Technicians employed by Defendants are subject to a common  
6 policy regarding overtime pay.

7           34.       At all times relevant hereto, Defendants failed to relieve their Field  
8 Technicians of duty for timely meal breaks. Because of the nature of the Field  
9 Technicians' work in correctional facilities, Field Technicians were often prevented from  
10 leaving their post or their duties for a meal break prior to the fifth hour of the shift.

11          35.       At all times relevant here, Defendants failed and refused to provide Field  
12 Technicians with the extra hour of premium pay required by Labor Code section 226.7  
13 under any circumstance.

14  
15                                   **FIRST CAUSE OF ACTION**

16                   **(Failure to Pay Overtime Premium Wages in Violation of the Applicable Wage**  
17                   **Order and Labor Code §§510, 1194 and 1198, as Against All Defendants)**

18          36.       Plaintiffs reallege and incorporate herein by this reference the allegations  
19 of paragraphs 1 through 35 hereof, inclusive.

20          37.       At all times relevant hereto, California Labor Code §510 and the  
21 applicable Wage Order has required that Defendants pay each of their non-exempt  
22 employees one-and-one-half times his or her regular rate of pay for any work in excess of  
23 8 hours in one workday (daily overtime), in excess of 40 hours in one workweek (weekly  
24 overtime), and for the first 8 hours of work on the seventh day of a workweek (seventh-  
25 day overtime).

26          38.       At all times relevant hereto, California Labor Code §510 and the  
27 applicable Wage Order requires that Defendants pay each of their non-exempt employees  
28 two times his or her regular rate of pay for any work in excess of 12 hours in one workday

1 on the first six days of the workweek, and in excess of 8 hours on the seventh day of a  
2 workweek.

3 39. At all times relevant hereto, Defendants have regularly required their  
4 Field Technician employees in California to work in excess of eight hours in a day while  
5 refusing to pay the daily overtime premium due on such work. The refusal to pay  
6 overtime occurred even when a Field Technician provided time records specifically  
7 showing work over eight hours in a day.

8 40. At all times relevant hereto, Defendants have occasionally required their  
9 Field Technician employees in California to work on the seventh day of a workweek  
10 while refusing to pay the daily overtime premium due on such work. In other words,  
11 Defendants uniformly and consistently failed to pay seventh-day overtime.

12 41. At all times relevant hereto, Defendants have regularly required their  
13 Field Technician employees in California to work in excess of eight forty hours in a week  
14 while failing to pay the weekly overtime premium due on such work. The failure to pay  
15 overtime occurred each time a Field Technician worked more than 40 hours in a week but  
16 failed to submit one of the optional timesheets.

17 42. Because Defendants refused to pay the overtime premium, Defendants  
18 owe each Field Technician employee overtime premium wages for every minute of work  
19 performed in excess of 8 hours a day or 40 hours in a workweek.

20  
21 **SECOND CAUSE OF ACTION**

22 **(Failure to Pay Wages as Required by California Labor Code §204,**  
23 **as Against All Defendants)**

24 43. Plaintiffs reallege and incorporate herein by this reference the allegations  
25 of paragraphs 1 through 42 hereof, inclusive.

26 44. Labor Code §204 requires that all wages are due and payable twice in  
27 each calendar month.



1           45.       At all times relevant hereto, Defendants have used a two-week pay period  
2 for compensation of their Field Technician employees in California.

3           46.       At all times relevant hereto, Defendants' Field Technician employees in  
4 California have regularly worked more than 8 hours in a day at least one day in a week  
5 and thereby earned daily overtime. Defendants uniformly refused to pay any overtime  
6 premium for daily overtime hours and thus failed to promptly pay these premiums,  
7 resulting in violation of Labor Code §204.

8           47.       At all times relevant hereto, Defendants' Field Technician employees in  
9 California have regularly worked more than forty hours in a week in at least one week of a  
10 pay period and thereby were entitled to receive weekly overtime premium wages.  
11 Defendants uniformly failed to pay any wages or overtime premium for weekly overtime  
12 hours unless the employee completed and submitted an optional timesheet and thus failed  
13 to promptly pay these wages premiums for purposes of Labor Code §204 whenever a  
14 Field Technician failed to submit an optional timesheet.

15           48.       At all times relevant hereto, Defendants' Field Technician employees in  
16 California have, on occasion, worked seven days in a pay period and thereby were entitled  
17 to receive seventh-day overtime premium wages. Defendants uniformly refused to pay  
18 any overtime premium for seventh-day overtime hours and thus failed to promptly pay  
19 these premiums for purposes of Labor Code §204.

20           49.       At all times relevant hereto, Defendants' Field Technician employees  
21 have spent time filling out optional timesheets. Defendants did not instruct its Field  
22 Technician employees to record this work time and as a result Defendants did not pay any  
23 wages or overtime premium for time spent completing the optional timesheets.

24           50.       Defendants owe wages, penalties and interest to their Field Technicians  
25 with respect to the untimely wage payments as described above.

26           51.       Labor Code §204 requires that wages earned for labor performed between  
27 the 1<sup>st</sup> and 15<sup>th</sup> days of any calendar month shall be paid for between the 16<sup>th</sup> and 26<sup>th</sup> day  
28 of the month during which the labor was performed; and labor performed between the

1 16<sup>th</sup> and last day of any calendar month shall be paid for between the 1<sup>st</sup> and 10<sup>th</sup> day of  
2 the following month.

3 52. GTL's pay period schedule violated the foregoing requirements of  
4 Section 204, in that employees were regularly paid *after* the 26<sup>th</sup> day of the month for  
5 work performed between the 1<sup>st</sup> and 15<sup>th</sup> days of that month; and employees were  
6 regularly paid *after* the 10<sup>th</sup> day of the month for labor performed between the 16<sup>th</sup> and  
7 last calendar day of the preceding month.

8 53. Defendants owe penalties and interest to all of its California employees  
9 who were paid out of GTL payroll with respect to the untimely wage payments as  
10 described above.

### 11 12 **THIRD CAUSE OF ACTION**

#### 13 **(Violation of Labor Code §§201 and 202, as Against All Defendants)**

14 54. Plaintiffs reallege and incorporate herein by this reference the allegations  
15 of paragraphs 1 through 53 hereof, inclusive.

16 55. Labor Code §§201 and 202 require that Defendants pay each employee  
17 all of the wages earned by that employee at the time of termination for an involuntary  
18 termination and within 72 hours of termination for a voluntary termination.

19 56. At all times relevant hereto, Defendants have willfully failed to pay  
20 wages and overtime premium wages due to each Field Technician employee who was  
21 terminated or quit his or her job.

### 22 23 **FOURTH CAUSE OF ACTION**

#### 24 **(Failure to Provide an Accurate Itemized Paystub in Violation of** 25 **California Labor Code §226, as Against All Defendants)**

26 57. Plaintiffs reallege and incorporate herein by this reference the allegations  
27 of paragraphs 1 through 56 hereof, inclusive.

1           58.         California Labor Code §226 requires that each pay period, Defendants  
2 must provide each employee with an itemized statement of wages that includes, among  
3 other things, the gross wages earned by the employee, the net wages earned by the  
4 employee, and all applicable hourly rates in effect during the pay period and the  
5 corresponding number of hours worked at each hourly rate.

6           59.         At all times relevant hereto, Defendants have failed to provide any of  
7 their Field Technician employees with an itemized statement that accurately states the  
8 gross wages earned by the employee in that each statement omitted overtime premiums  
9 earned and due for daily overtime, wages and overtime premiums earned and due for  
10 weekly overtime where no optional timesheet was submitted, and wages and overtime  
11 premiums earned and due for work performed completing optional timesheets.

12           60.         At all times relevant hereto, Defendants have failed to provide any of  
13 their Field Technician employees with an itemized statement that accurately states the net  
14 wages earned by the employee in that each statement omitted overtime premiums earned  
15 and due for daily overtime, wages and overtime premiums earned and due for weekly  
16 overtime where no optional timesheet was submitted, and wages and overtime premiums  
17 earned and due for work performed completing optional timesheets.

18           61.         At all times relevant hereto, Defendants have failed to provide Field  
19 Technician employees with an itemized statement stating hourly rates in effect and the  
20 corresponding number of hours worked at each hourly rate. Each statement completely  
21 omitted the hourly rates in effect, and failed to set forth the hours worked by the  
22 employee.

23  
24    **FIFTH CAUSE OF ACTION**

25           **(Failure to Record Work Hours and Meal Periods in Violation of Labor Code**  
26           **§§1174, 1198 and the Applicable Wage Order, as Against All Defendants)**

27           62.         Plaintiffs reallege and incorporate herein by this reference the allegations  
28 of paragraphs 1 through 61 hereof, inclusive.

1           63. Paragraph 7(A) of the operative Wage Order requires Defendants to  
2 record the beginning and ending time of each meal period.

3           64. Labor Code §1198 requires Defendants to comply with all of the terms  
4 and conditions of the operative Wage Order

5           65. Where no timesheet is submitted by the employee, Defendants maintain  
6 no record of hours worked, meal breaks or the time that a meal break begins or ends.  
7 Even where timesheets were submitted, Defendants did not uniformly instruct employees  
8 to record meal breaks and meal breaks are generally not recorded.

9           66. Because Defendants do not record when their Field Technician  
10 employees work or begin and end their meal breaks, Defendants violated the Wage Order  
11 and Labor Code §1198 for every pay period worked by non-exempt employees.  
12

13                                 **SIXTH CAUSE OF ACTION**

14 **(Failure to Provide Timely Meal Breaks in Violation of Labor Code §§226.7, 512 and**  
15 **1198, as Against All Defendants)**

16           67. Plaintiffs reallege and incorporate herein by this reference the allegations  
17 of paragraphs 1 through 66 hereof, inclusive.

18           68. Labor Code §512 and the Wage Order prohibit Defendants from  
19 employing Field Technicians for a period of more than five hours without providing an  
20 uninterrupted thirty-minute meal break. Defendants are required to provide a meal break  
21 for each period of five hours that a Field Technician works in a shift.

22           69. Labor Code §§226.7 and 1198 require that Defendants comply with the  
23 meal break requirements of the Wage Order.

24           70. At all times relevant hereto, the Field Technicians employed by  
25 Defendants were required to perform their job duties on the premises of correctional  
26 facilities.

27           71. Because of the nature of this work, and the security requirements inherent  
28 in the correctional facilities, Field Technicians could not control their own schedule while

1 in the facility, but rather were required to abide by the schedule of the management and/or  
2 law enforcement officers of the facility.

3 72. Due to the security constraints of the facilities, and directions of the  
4 facilities' management or law enforcement officers, Field Technicians were regularly  
5 prohibited from leaving their duties in time to take a timely meal break.

6 73. Due to the security constraints of the facilities, and directions of the  
7 facilities' management or law enforcement officers, Field Technicians were regularly  
8 prohibited from leaving the premises of the correction facility for a meal break.

9 74. Defendants violated Labor Code §§226.7, 512 and 1198 in failing to  
10 relieve their Field Technicians of duty for a meal break prior to the fifth hour of the shift.

11  
12 **SEVENTH CAUSE OF ACTION**

13 **(Failure to Pay Wages in Violation of Labor Code §§226.7,**  
14 **as Against All Defendants)**

15 75. Plaintiffs reallege and incorporate herein by this reference the allegations  
16 of paragraphs 1 through 74 hereof, inclusive.

17 76. Labor Code section 226.7 requires that Defendants pay each of their Field  
18 Technicians one additional hour of wages at the Field Technician's regular rate of  
19 compensation, for each workday that the required meal period is not provided to such  
20 Field Technician in accordance with the requirements of the Labor Code and Wage Order.

21 77. As described above, Defendants failed to provide their Field Technicians  
22 with compliant meal breaks.

23 78. Defendants maintained a uniform policy and practice of failing and  
24 refusing to made wage payments pursuant to Labor Code section 226.7 to its Field  
25 Technicians, regardless of the circumstances.

26 79. Defendants' Field Technicians are due and entitled to wage payments  
27 pursuant to Section 226.7.

28

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of Business and Professions Code §17200 *et seq.*, as Against**  
3 **All Defendants)**

4 80. Plaintiffs reallege and incorporate herein by this reference the allegations  
5 of paragraphs 1 through 79 hereof, inclusive.

6 81. The conduct described in the first through seventh causes of action  
7 constitutes an unfair business practice.

8 82. Plaintiffs and the other putative Class Members have suffered injury in  
9 fact and lost money and/or property as a result of such unfair competition, in the form of  
10 loss of overtime wages to which they were entitled.

11 83. By deliberately failing to pay overtime premiums and wages to their  
12 employees when owed, and by failing to keep appropriate records and provide accurate  
13 paystubs to its employees, Defendants avoided substantial expenses and thereby enriched  
14 themselves at the expense of their employees.

15 84. Plaintiffs seek full restitution from Defendants to restore any and all  
16 monies withheld, acquired and/or converted by Defendants by means of the unfair  
17 practices complained of herein.

18 85. Plaintiffs further seek the issuance of a preliminary and permanent  
19 injunction prohibiting Defendants from further engaging in the conduct described herein.

20  
21 **NINTH CAUSE OF ACTION**

22 **(Conversion Against All Defendants)**

23 86. Plaintiffs reallege and incorporate herein by this reference the allegations  
24 of paragraphs 1 through 85 hereof, inclusive.

25 87. Defendants are guilty of the tort of conversion with regard to all wages  
26 that the company has withheld from a Field Technician employee.

27 88. At all times relevant herein, Defendants' Field Technician employees had  
28 a vested property right to their wages earned.



1           97.       Plaintiffs are informed and believe, and thereon allege, that all  
2 Defendants' Field Technicians in California have been subject to Defendants' violations  
3 of the California Labor Code described herein.

4           98.       Plaintiffs are informed and believe, and thereon allege, that Plaintiffs  
5 have been subject to the exact same violations of the California Labor Code described  
6 herein as all other Field Technicians in California.

7           99.       Plaintiffs have agreed to fairly and adequately represent the rights of the  
8 class.

9           100.      Plaintiffs have the means to fairly and adequately represent the rights of  
10 the class.

11          101.      Plaintiffs are informed and believe, and thereon allege, that their claims  
12 are typical of the class.

13          102.      Plaintiffs are informed and believe, and thereon allege, that common  
14 questions of law and fact predominate with regard to all class claims.

15          103.      Plaintiffs are informed and believe, and thereon allege, that a class action  
16 is superior to all other available means of resolving the class members' claims.

17          104.      Plaintiffs are informed and believe, and thereon allege, that treatment of  
18 the instant claims as a class action will accrue substantial benefits to the litigants, the  
19 class, the public, and the courts.

20          105.      The total value of Plaintiffs' individual claims is less than \$75,000. The  
21 total amount in controversy in all of the claims exclusive of penalties that Plaintiffs seek  
22 to collect under the Private Attorney General Act is less than \$5,000,000.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants CCG and GTL and Does 1 through 10, inclusive, and each of them, as follows:

**ON THE FIRST CAUSE OF ACTION:**

1. For temporary, preliminary and permanent injunctive relief against Defendants’ ongoing violations of the Labor Code;
2. For damages according to proof;
3. For restitution of unpaid wages;
4. For disgorgement of Defendants’ ill-gotten gains;
5. For penalties pursuant to Labor Code §§558 and 2699;
6. For attorney fees and costs reasonably incurred, in accordance with California Labor Code §§218.5, 2802, and 1194, and California Code of Civil Procedure §1021.5; and
7. For interest pursuant to Labor Code §§218.6, 2699 and 1194, and Civil Code §3287.

**ON THE SECOND CAUSE OF ACTION:**

1. For temporary, preliminary and permanent injunctive relief against Defendants’ ongoing violations of the Labor Code;
2. For damages according to proof;
3. For restitution of unpaid wages;
4. For penalties pursuant to Labor Code §210;
5. For attorney fees and costs reasonably incurred, in accordance with California Labor Code §§218.5, 2699, and 1194, and California Code of Civil Procedure §1021.5; and
6. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287.

1 **ON THE THIRD CAUSE OF ACTION:**

- 2 1. For temporary, preliminary and permanent injunctive relief against Defendants’  
3 ongoing violations of the Labor Code;  
4 2. For penalties pursuant to Labor Code §203;  
5 3. For attorney fees and costs reasonably incurred, in accordance with California  
6 Labor Code §§218.5, 2699, and 1194, and California Code of Civil Procedure  
7 §1021.5; and  
8 4. For interest pursuant to Labor Code §218.6 and 1194, and Civil Code §3287.  
9

10 **ON THE FOURTH CAUSE OF ACTION:**

- 11 1. For temporary, preliminary and permanent injunctive relief against Defendants’  
12 ongoing violations of the Labor Code;  
13 2. For penalties pursuant to Labor Code §§226(e), 226.3 and 2699; and  
14 3. For attorney fees and costs reasonably incurred, in accordance with California  
15 Labor Code §§226 and 2699, and California Code of Civil Procedure §1021.5.  
16

17 **ON THE FIFTH CAUSE OF ACTION:**

- 18 1. For temporary, preliminary and permanent injunctive relief against Defendants’  
19 ongoing violations of the Labor Code;  
20 2. For penalties pursuant to Labor Code §2699; and  
21 3. For attorney fees and costs reasonably incurred pursuant to California Code of  
22 Civil Procedure §§2699 and 1021.5.  
23

24 **ON THE SIXTH CAUSE OF ACTION:**

- 25 1. For damages according to proof;  
26 2. For temporary, preliminary, and permanent injunctive relief against Defendants’  
27 ongoing violations of the Labor Code;  
28

- 1 3. For wages on behalf of current and former Field Technicians pursuant to Labor  
2 Code §226.7;
- 3 4. For penalties pursuant to Labor Code §558;
- 4 5. For attorney fees and costs reasonable incurred in accordance with California  
5 Labor Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5;  
6 and
- 7 6. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287.

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9 **ON THE SEVENTH CAUSE OF ACTION:**

- 10 1. For temporary, preliminary, and permanent injunctive relief against Defendants'  
11 ongoing violations of the Labor Code;
- 12 2. For wages on behalf of current and former Field Technicians pursuant to Labor  
13 Code §226.7;
- 14 3. For penalties pursuant to Labor Code §558;
- 15 4. For attorney fees and costs reasonable incurred in accordance with California  
16 Labor Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5;  
17 and
- 18 5. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287.

19  
20 **ON THE EIGHTH CAUSE OF ACTION:**

- 21 1. For temporary, preliminary and permanent injunctive relief against Defendants'  
22 ongoing violations of the Labor Code;
- 23 2. For disgorgement of Defendants' ill-gotten gains and other relief that may be  
24 necessary to remedy Defendants' misconduct;
- 25 3. For restitution of payments unlawfully withheld;
- 26 4. For attorney fees and costs reasonably incurred pursuant to California Code of  
27 Civil Procedure §1021.5; and
- 28 5. For interest pursuant to Civil Code §3287.

1 **ON THE NINTH CAUSE OF ACTION:**

- 2 1. For the value of the property converted;  
3 2. For damages;  
4 3. For interest pursuant to Civil Code §§3287 and 3336; and  
5 4. Punitive damages.

6  
7 **ON ALL CAUSES OF ACTION:**

- 8 1. For costs of suit, to the extent not otherwise prayed for above;  
9 2. For attorney fees to the extent not otherwise prayed for above;  
10 3. For interest on damages recoverable; and  
11 4. For such other and further relief as the Court deems just and proper.

12  
13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a jury trial.

15  
16 DATED: November 20, 2017 THE GRAVES FIRM

17  
18 By: 

19 ALLEN GRAVES  
20 Attorney for Plaintiffs  
21 Antonio Ortega and Ken Hagans

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**PROOF OF SERVICE**

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STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF LOS ANGELES )

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On November 20, 2017, I served the following document(s) described as:

▪ **SECOND AMENDED CLASS ACTION COMPLAINT**

on the interested parties by placing a true copy thereof in a sealed envelope(s) addressed as follows:

Robert J. Herrington	Diana M. Estrada
Adil M. Khan	Angela M. Duerden
Greenberg Traurig, LLP	Wilson Elser, LLP
1840 Century Park East, Suite 1900	555 S. Flower Street, Suite 2900
Los Angeles, CA 90067	Los Angeles, CA 90071

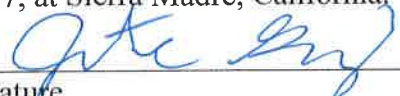
**Counsel for Defendant  
Global Tel\*Link**

**Counsel for Defendant  
Cooper Communications Group**

- VIA OVERNIGHT MAIL:**  
By delivering such document(s) to an overnight mail service or an authorized courier in a sealed envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.
- VIA U.S. MAIL:**  
I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on November 20, 2017 with postage thereon fully prepaid, at Sierra Madre, California.
- VIA COURT-ORDERED ELECTRONIC TRANSMISSION:**  
Pursuant to the Court's Order, I served said document(s) via court-appointed *File & ServeXpress* on all parties registered in this action.
- VIA EMAIL:**  
I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served before 5:00 p.m.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on November 20, 2017, at Sierra Madre, California.

Justine Gray  
\_\_\_\_\_  
Type or Print Name

  
\_\_\_\_\_  
Signature