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Attorneys for Plaintiff Blanca Montano,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

BLANCA MONTANO, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

ALG VACATIONS CORP.; and DOES 1
through 50, inclusive,

Defendant(s).

CASE NO.: CVRI2301362

Assigned for All Purposes to:
Harold W. Hopp, Dept. 10

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violations of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004.

JURY TRIAL DEMANDED

1 Plaintiff BLANCA MONTANO (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants ALG VACATIONS CORP. (“ALG”) and DOES 1 through 50,
4 inclusive (collectively “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. This proposed class action, pursuant to California Code of Civil Procedure section
7 382, is brought by Plaintiff on behalf of all current and former non-exempt employees of
8 Defendants in California during the Class Period (collectively the “Class” or “Class Members”).
9 The term Class Period is defined as four (4) years prior to the filing of this action to the date of
10 class certification.

11 2. Plaintiff also brings this representative action pursuant to the Private Attorneys
12 General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf
13 of herself individually, the State of California, and other aggrieved employees who are and/or were
14 employed by Defendants as non-exempt employees throughout California during the PAGA
15 Period. The term PAGA Period is defined as one (1) year prior to Plaintiff’s notice of Labor Code
16 violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants until
17 judgment.

18 3. This proposed class and PAGA action seeks, *inter alia*, unpaid wages (including
19 minimum, regular, and overtime wages); compensation for non-compliant meal periods and rest
20 breaks; waiting time penalties; itemized wage statement penalties; business expense
21 reimbursements; interest; statutory and civil penalties; and reasonable attorneys’ fees and costs.
22 Plaintiff’s class action is brought under, *inter alia*, the California Industrial Welfare Commission
23 (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, California
24 Business & Professions Code sections 17200 *et seq.*, California Civil Code section 3289, California
25 Code of Civil Procedure section 1021.5, and California Labor Code sections 201-204, 206, 210,
26 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
27 2800, and 2802.

28 4. Under the California Unfair Competition Law, Business and Professions Code

1 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this
2 statute, Plaintiff, on behalf of herself and the proposed Class, seeks declaratory relief, injunctive
3 relief, and restitution of all benefits Defendants have received from their employees due to their
4 unlawful business practices, including but not limited to, their failure to timely provide minimum
5 wage, straight time, and overtime compensation due for all hours worked, failure to reimburse
6 business expenses, failure to maintain proper records of hours worked, failure to provide compliant
7 meal periods and rest breaks to their employees or compensation in lieu thereof, and failure to
8 provide accurate itemized wage statements.

9 **JURISDICTION AND VENUE**

10 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
11 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
12 in all cases except those given to other trial courts. All claims alleged herein arise under California
13 law for which Plaintiff seeks relief authorized by California law. Further, this is a class action
14 pursuant to California Code of Civil Procedure section 382 and representative action under PAGA.
15 As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
16 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
17 proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California
18 Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction
19 for enforcement of this statute in any court of competent jurisdiction.

20 6. This Court has jurisdiction over all Defendants because each Defendant is a citizen
21 of California, a corporation or association organized under the laws of the State of California, an
22 association authorized to do business in California and registered with the California Secretary of
23 State, does sufficient business in California, has sufficient minimum contacts with California,
24 and/or intentionally avails itself of the laws and markets of California through the promotion, sale,
25 marketing and distribution of its products and/or services in California to render the exercise of
26 jurisdiction by the California courts permissible.

27 7. Venue in Riverside County is proper under California Business & Professions Code
28 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of

1 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,
2 Defendants had and have ongoing projects in this County, Defendants conduct substantial business
3 in this County, Defendants' liability arose in this County, and/or Defendants reside, transact
4 business, maintain offices, and/or have an agent or agents in this county. The relief requested is
5 within the jurisdiction of this Court.

6 **PARTIES**

7 8. Plaintiff is an individual and a California citizen that resides in Riverside County,
8 California. Plaintiff was employed and continues to be employed by Defendants in California as a
9 non-exempt employee during the Class Period. Plaintiff performed work for Defendants in
10 Riverside County during the Class Period and her job duties, included but were not limited to,
11 assisting with making changes to vacation reservations or resolving issues with ALG's system that
12 was used to complete job duties.

13 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times, ALG
14 VACATIONS CORP. ("ALG") was and is a Delaware corporation and is part of the Apple Leisure
15 Group, which provides resort brand management, charter flights and vacation packages,
16 membership programs, destination management services, and travel technology to businesses and
17 consumers. ALG regularly conducts business within the State of California and derives substantial
18 revenues from services performed in California. ALG is, and at all relevant times was, an employer
19 subject to California state wage and hour laws. Plaintiff is informed, believes, and thereon alleges
20 that the practices and policies of ALG that are complained of by way of this Complaint were
21 implemented during the relevant time period. At all relevant times, ALG employed Class Members
22 throughout the State of California, including Riverside County.

23 10. Defendants continue to employ non-exempt employees within California.

24 11. Plaintiff is unaware of the true names and capacities of those Defendants identified
25 as DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Plaintiff is
26 informed, believes and thereon alleges that at all relevant times each DOE Defendant was a parent,
27 sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and
28 each related entity, and was acting with the knowledge and authorization of each of the other

1 Defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of
2 each DOE Defendant when their names have been ascertained and identified. Plaintiff is informed,
3 believes and thereon alleges that each of the Defendants sued as DOES 1 through 50 participated
4 in, received the benefit of, or was in some way responsible for one or more of the wrongful acts
5 and omissions and some portion of the damages alleged herein.

6 12. Plaintiff is informed, believes and thereon alleges that at all times material hereto,
7 each Defendant acted in all respects pertinent to this action as the agent of the other Defendant,
8 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
9 each Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all
10 respects acted as the employer and/or joint employer of Plaintiff and the class members.

11 13. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of
12 them, at all times material hereto, were the joint employers, parent companies, successor
13 companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers,
14 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants.
15 Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions
16 alleged herein within the course and scope of said relationship(s), and are a proximate cause of
17 Plaintiff's damages as herein alleged.

18 14. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
19 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality
20 and separateness between the individual and the corporation does not exist, as Defendants, and
21 DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned
22 herein were mere shells, instrumentalities and conduits through which DOES 1 through 50,
23 inclusive, carried out their business in the business name, exercising complete control and
24 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
25 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES
26 1 through 50, inclusive, and were without the financial solvency and responsibility required by law;
27 and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
28 inclusive, or some other individual or entity which he or she owns or controls, with the intent to

1 hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,
2 Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship
3 between and among Defendants.

4 15. At all relevant times herein, Defendants were agents of each other and acting within
5 the course and scope of their agency.

6 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

7 16. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this
8 action individually and as a class action on behalf of a proposed Class defined as follows:

9 Class:

10 All current and former non-exempt employees employed by Defendants in the State
11 of California within four (4) years prior to the commencement of this action to the
12 date of class certification.

13 17. The Class is also comprised of the following Subclass:

14 Waiting Time Sub-Class:

15 Those members of the Class who separated from their employment with Defendants
16 within three (3) years prior to the commencement of this action to the date of class
17 certification.

18 18. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and
19 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide
20 greater specificity and/or further division into subclasses or limitation to particular issues based on
21 further investigation and discovery.

22 19. This action is brought, and may properly be maintained, as a class action pursuant
23 to California Code of Civil Procedure section 382 because there is a well-defined community of
24 interest in the litigation, and the proposed class is easily ascertainable. This action presents
25 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
26 predominance, and superiority requirements of this provision.

27 20. Through this action, Plaintiff alleges Defendants have consistently maintained and
28 enforced against Plaintiff and Class Members unlawful employment practices and policies which

1 violate the California Labor Code and IWC Wage Orders.

2 21. Plaintiff is informed, believes, and thereon alleges that during the relevant time
3 period, Defendants failed to pay Plaintiff and Class Members all minimum, regular, and overtime
4 wages for all hours worked in violation of the California Labor Code and IWC Wage Orders.
5 During the relevant time period, Plaintiff and Class Members regularly worked more than eight (8)
6 hours and/or 10 hours per workday and/or over forty (40) hours per workweek. Specifically, ALG
7 maintained a policy and practice which awarded and/or disciplined Plaintiff and Class Members
8 based on the average length of their phone calls (ALG expected an average of 15 minutes per call)
9 and “unavailable time” (e.g., off-the-clock time allocated for breaks, meetings, using the restroom,
10 and notations). Since calls regularly took longer than 15 minutes, Plaintiff and other Class Members
11 were forced to make additional shorter calls while clocked out for their shifts during their
12 unavailable time to lower the average length of calls to 15 minutes, without compensation. In
13 addition, Plaintiff and Class Members would receive phone calls, review e-mails and reservations,
14 add comments to reservations, and complete their notations while they were clocked out for their
15 shifts, without receiving sufficient compensation. Further, Plaintiff and Class Members were
16 required to clock in and out using two different systems for timekeeping and payroll purposes,
17 which took several minutes to load and complete. ALG also failed to compensate Plaintiff and
18 Class Members for the time spent clocking in and out for their shifts, meal periods, and rest periods.

19 22. Plaintiff is informed, believes, and thereon alleges that during the relevant time
20 period, Defendants deprived Plaintiff and Class Members of the opportunity to take all of their
21 statutorily entitled meal periods within the appropriate time intervals or provide compensation in
22 lieu thereof in violation of the California Labor Code and IWC Wage Orders. Specifically, Plaintiff
23 and Class Members had their meal periods regularly interrupted, short, late, restricted to the
24 worksite, on-duty, and/or missed altogether due to ALG’s work demands and failure to provide
25 sufficient coverage to allow employees to take compliant meal periods. Specifically, meal periods
26 were regularly taken late due to the large call volume and ALG’s practice of prioritizing work
27 demands over allowing employees to take compliant meal periods and rest breaks. In addition, meal
28 periods were regularly shortened to less than 30 minutes because Plaintiff and Class Members were

1 required to clock in using two (2) systems for timekeeping and payroll purposes (i.e., applications
2 such as Nice), which took several minutes to load and complete each time. Further, ALG failed to
3 provide second meal periods when Plaintiff and Class Members worked in excess of 10 hours.
4 Defendants also failed to compensate Plaintiff and Class Members with an additional hour of pay
5 at their regular rate for each day in which they were denied a compliant meal period.

6 23. Plaintiff is informed, believes, and thereon alleges that during the relevant time
7 period, Defendants failed to permit Plaintiff and Class Members to take all of their statutorily
8 entitled 10-minute rest periods for every four (4) hours worked or major fraction thereof or provide
9 compensation in lieu thereof in violation of the California Labor Code and IWC Wage Orders.
10 Specifically, Plaintiff and Class Members regularly missed their rest breaks or had them
11 interrupted, on-duty, restricted to the worksite, and/or shortened due to ALG's policy and practice
12 of disciplining employees that ALG determined had too much unavailable time. As such, Plaintiff
13 and Class Members were required to regularly miss their rest breaks to decrease their unavailable
14 time, and perform additional work to lower the average length of calls or perform other non-
15 productive work such as reviewing comments, adding notes, etc. In addition, rest periods were
16 regularly shortened to less than 10 minutes because Plaintiff and Class Members were required to
17 clock in using two (2) systems for timekeeping and payroll, which took several minutes to load and
18 complete each time. Defendants also failed to provide one additional hour of pay at the regular rate
19 of pay for each day that Plaintiff and Class Members missed a rest period, had them shortened,
20 interrupted, or restricted to the worksite.

21 24. Plaintiff is informed, believes, and thereon alleges that during the relevant time
22 period, Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time
23 Subclass upon separation of employment in violation of the California Labor Code and IWC Wage
24 Orders. Plaintiff and Waiting Time Subclass Members were not paid all meal period premiums,
25 rest period premiums, reimbursements, and/or wages (including minimum, regular, and overtime
26 wages) within the required time period.

27 25. Plaintiff is informed, believes, and thereon alleges that during the relevant time
28 period, Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage

1 statements in violation of the California Labor Code and IWC Wage Orders. Plaintiff and Class
2 Members received wage statements which did not accurately reflect the gross and net wages earned,
3 total hours worked, and all applicable rates of pay and the corresponding number of hours worked
4 at each pay rate.

5 26. Plaintiff is informed, believes, and thereon alleges that during the relevant time
6 period, Defendants failed to reimburse Plaintiff and Class Members for necessary business
7 expenses incurred in the performance of their duties in violation of the California Labor Code and
8 IWC Wage Orders. Specifically, Defendants required Plaintiff and Class Members to use their
9 personal cell phones (to log into ALG's system, receive notifications and codes, and communicate
10 with ALG and its management and employees), and purchase and maintain *high speed* internet.
11 Despite incurring these necessary business expenditures, ALG failed to reimburse Plaintiff and
12 Class Members for the costs of purchasing and maintaining high speed internet and a reasonable
13 portion of their cell phone bills, all of which was necessary to perform their job duties.

14 27. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
15 described throughout this Complaint were willful.

16 **NUMEROSITY**

17 28. The Class is so numerous that joinder of all of its members is impracticable. While
18 the exact number and identities of Class Members are unknown to Plaintiff at this time and can
19 only be ascertained through appropriate discovery, Plaintiff is informed, believes and thereon
20 alleges that the Class consists of more than 100 persons.

21 29. A class action is the only available method for the fair and efficient adjudication of
22 this controversy. The members of the Class are so numerous that joinder of all members is
23 impractical, if not impossible. The identity of Class Members can be ascertained by analysis of
24 Defendants' employee and payroll records.

25 **COMMONALITY**

26 30. Common questions of fact and law exist as to all members of the Class that
27 predominate over any questions affecting only individual Class Members. These common legal
28 and factual questions include, but are not limited to, the following:

1 (a) Whether Defendants failed to pay Plaintiff and Class Members all minimum,
2 regular, and overtime wages for all hours worked by Plaintiff and Class Members;

3 (b) Whether Defendants required Plaintiff and Class Members to perform work
4 off-the-clock without compensation;

5 (c) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-
6 minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

7 (d) Whether Defendants failed to permit timely, uninterrupted, off-duty 10-
8 minute rest breaks for every four hours or major fraction thereof worked by Plaintiff and Class
9 Members without compensation in lieu thereof;

10 (e) Whether Defendants failed to timely pay Plaintiff and Waiting Time
11 Subclass Members all wages due either immediately upon termination or within 72 hours after
12 resignation;

13 (f) Whether Defendants' conduct was willful;

14 (g) Whether Defendants failed to issue accurate itemized wage statements to
15 Plaintiff and Class Members;

16 (h) Whether Defendants failed to reimburse Plaintiff and Class Members for
17 necessary business expenditures;

18 (i) Whether Defendants engaged in unfair business practices in violation of
19 California Business & Professions Code sections 17200 *et seq.*; and

20 (j) Additional common questions of law and fact that may develop as the
21 litigation progresses.

22 **TYPICALITY**

23 31. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical
24 of the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising
25 out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same
26 course of conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the
27 claims of the Class; and the legal issues raised under California state law as a result of Defendants'
28 conduct apply equally to Plaintiff and the Class Members.

ADEQUACY OF REPRESENTATION

32. Plaintiff is an adequate representative of the Class, in that her claims (and defenses, if any) are typical of those of the Class. Plaintiff has no conflicts of interest with her fellow Class Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff has the same interests in the litigation of this case as the Class Members; and is committed to vigorous prosecution of this case and has retained competent counsel experienced in class action and wage and hour litigation of this nature.

PREDOMINANCE

33. Defendants have engaged in a common course of wage and hour abuse toward Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and Class Members predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

SUPERIORITY OF CLASS ACTION

34. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. Moreover, individual actions by Class Members may establish inconsistent standards of conduct for Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented herein, presents fewer management difficulties, conserves the resources of the parties and the court system, and protects the rights of each Class Member.

35. Defendants have acted or refused to act in respects generally applicable to the Class, thereby making appropriate relief with regard to the members of the Class as a whole, as requested herein.

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PUBLIC POLICY CONSIDERATIONS

36. Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the action with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

FIRST CAUSE OF ACTION

(FAILURE TO PAY ALL WAGES)

(Against All Defendants)

37. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

38. At all relevant times, Defendants had a duty to comply with California Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage Orders and California Code of Regulations.

39. California Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages in earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

40. Labor Code section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

41. At all times relevant, California Labor Code section 510, and applicable sections of the California Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants and continue to apply to Class Members' employment with Defendants. California Labor Code section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work performed in excess of eight hours in a workday and/or 40 hours

1 in a workweek must be paid at one and one-half times the employee's regular rate of pay. Any
2 work performed in excess of 12 hours in a workday must be compensated at the rate of no less than
3 twice the regular rate of pay for an employee.

4 42. California Labor Code section 1182.12 sets forth the minimum hourly wage that
5 must be paid to all employees in California for all hours worked. Local minimum wage ordinances
6 may provide for higher minimum wage rates that must be paid to employees for all hours worked
7 in those locales where each local ordinance is in effect.

8 43. California Labor Code section 1194 provides that any employee receiving less than
9 the legal minimum wage or the legal overtime compensation applicable to the employee is entitled
10 to recover in a civil action the unpaid balance of the full amount of the minimum wage or overtime
11 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

12 44. California Labor Code section 1194.2 authorizes the recovery of liquidated damages
13 in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

14 45. California Labor Code section 1197 provides that the payment of a lower wage than
15 the minimum wage fixed by the commission or by any applicable state or local law is unlawful.

16 46. California Labor Code section 1198 prohibits employers from employing for longer
17 hours or less favorable conditions than those set forth in the California Labor Code, IWC Wage
18 Orders, or as otherwise set by the Labor Commissioner.

19 47. Plaintiff is informed, believes, and thereon alleges that during the relevant time
20 period, Plaintiff and Class Members regularly worked over eight hours per workday and/or 40 hours
21 in a workweek.

22 48. Plaintiff is informed, believes, and thereon alleges that during the relevant time
23 period, Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including
24 minimum, regular, and overtime wages), due to Defendants' practices of requiring Plaintiff and
25 Class Members to work-off-the-clock without compensation, among other things.

26 49. As a direct and proximate result of Defendants' unlawful conduct, as set forth
27 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
28 of earnings from minimum, regular, and overtime compensation due, in an amount to be established

1 at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

2 50. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
3 as described herein and below.

4 **SECOND CAUSE OF ACTION**
5 **(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU**
6 **THEREOF)**
7 **(Against All Defendants)**

8 51. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
9 though fully set forth herein.

10 52. At all relevant times, Defendants had a duty to comply with California Labor Code
11 sections 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

12 53. California Labor Code section 512 and Section 11 of the IWC Wage Orders prohibit
13 an employer from employing any person for a work period of more than 5 hours per day without
14 providing the employee with a meal period of not less than 30 minutes (commencing before the
15 employee's fifth hour of work), except that if the total work period per day is no more than 6 hours,
16 the meal period may be waived by mutual consent of the employer and employee. A second meal
17 period of not less than 30 minutes is required if an employee works more than 10 hours per day and
18 must begin before the employee's tenth hour of work, except if the total hours worked is no more
19 than 12 hours, the second meal period may be waived by mutual consent of the employer and
20 employee, but only if the first meal period was not waived.

21 54. Section 11 of the applicable IWC Wage Orders state that "[u]nless the employee is
22 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
23 duty' meal period and counted as time worked."

24 55. California Labor Code section 226.7(b) and the IWC Wage Orders prohibit an
25 employer from requiring any employee to work during a meal period mandated by any California
26 statute, regulation, standard or order. If an employer fails to provide an employee with a meal
27 period in accordance with state law, California Labor Code section 226.7(c) and the IWC Wage
28 Orders require that the employer pay the employee one additional hour of pay at the employee's

1 regular rate of compensation for each workday that the meal period is noncompliant.

2 56. Throughout the relevant time period, Plaintiff and Class Members did not receive
3 compliant meal periods for working more than five (5) and/or 10 hours per day because their first
4 and/or second meal periods were short, late, missed, interrupted, not free of all duties, and/or
5 restricted to the worksite.

6 57. During the relevant time period, Defendants failed to pay Plaintiff and Class
7 Members meal period premiums for noncompliant meal periods pursuant to California Labor Code
8 section 226.7(b) and the applicable IWC Wage Order and California Code of Regulations.

9 58. Plaintiff is informed, believes, and thereon alleges that Class Members did not
10 voluntarily waive their meal periods.

11 59. As a direct and proximate result of Defendants' unlawful conduct, as set forth
12 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
13 of premium pay for meal period violations and earnings, in an amount to be established at trial, plus
14 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period
15 violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to
16 statute.

17 60. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
18 as described herein and below.

19 **THIRD CAUSE OF ACTION**

20 **(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**

21 **THEREOF)**

22 **(Against All Defendants)**

23 61. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
24 though fully set forth herein.

25 62. At all relevant times, Defendants had a duty to comply with California Labor Code
26 section 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

27 63. California Labor Code section 226.7(a) states "No employer shall require any
28 employee to work during any meal or rest period mandated by an applicable order of the Industrial

1 Welfare Commission.”

2 64. Section 12 of the applicable IWC Wage Order provides in relevant part that:

3 (A) Every employer shall authorize and permit all employees to take
4 rest periods, which insofar as practicable shall be in the middle of each
5 work period. The authorized rest period time shall be based on the total
6 hours worked daily at the rate of ten (10) minutes net rest time per four
7 (4) hours or major fraction thereof. However, a rest period need not be
8 authorized for employees whose total daily work time is less than three
9 and one-half (3 1/2) hours. Authorized rest period time shall be counted
10 as hours worked for which there shall be no deduction from wages.

11 (B) If an employer fails to provide an employee a rest period in
12 accordance with the applicable provisions of this order, the employer
13 shall pay the employee one (1) hour of pay at the employee’s regular
14 rate of compensation for each work day that the rest period is not
15 provided.

16 65. Plaintiff is informed, believes, and thereon alleges that during the relevant time
17 period, Plaintiff and Class Members worked in excess of 3.5 hours, six (6) hours, and/or 10 hours.

18 66. During the relevant time period, Plaintiff and Class Members did not receive
19 compliant 10 minute rest periods for every four (4) hours worked or major fraction thereof because
20 rest periods were interrupted, missed, short, restricted to the worksite, and/or on duty.

21 67. During the relevant time period, Defendants failed to pay Plaintiff and Class
22 Members rest period premiums for noncompliant rest periods pursuant to California Labor Code
23 section 226.7(b) and the applicable IWC Wage Order.

24 68. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
25 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
26 of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To
27 the extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will
28 also seek attorneys’ fees and costs pursuant to statute.

69. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
as described herein and below.

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FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

(Against All Defendants)

70. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

71. At all relevant times, Defendants had a duty to comply with California Labor Code section 226 and the applicable IWC Wage Orders and California Code of Regulations.

72. California Labor Code section 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment identification number of the employee, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate.

73. California Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a knowing and intentional failure by an employer to provide an accurate itemized wage statement to recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to an award of costs and attorneys' fees.

74. Section 7 of the IWC Wage Orders requires Defendants to maintain time records showing, among other things, when the employee begins and ends each work period, meal periods taken, and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have knowingly and intentionally failed to comply with the IWC Wage Orders.

75. Throughout the relevant time period, Defendants provided wage statements that did not accurately reflect the total number of hours worked by Plaintiff and Class Members at each

1 corresponding pay rate, and the gross and net wages earned, making it difficult for Plaintiff and
2 Class Members to determine whether they were paid correctly for all hours worked, which
3 deductions were made, and the extent of any underpayment. Plaintiff has had to file this lawsuit in
4 order to determine the extent of the underpayment of wages, thereby causing Plaintiff to incur
5 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
6 had Defendants provided the accurate wages earned. This has also delayed Plaintiff's ability to
7 demand and recover the underpayment of wages from Defendants. Defendants' violations of
8 California Labor Code section 226(a) prevented Plaintiff and Class Members from knowing,
9 understanding and disputing the wages paid to them, and resulted in an unjustified economic
10 enrichment to Defendants.

11 76. Defendants knowingly and intentionally failed to provide accurate, itemized wage
12 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
13 have suffered injury in accordance with California Labor Code section 226. Plaintiff and the Class
14 are therefore entitled to the damages and penalties provided for under California Labor Code
15 section 226(e).

16 77. Plaintiff and Class Members are also entitled to injunctive relief under California
17 Labor Code section 226(h), compelling Defendants to comply with California Labor Code section
18 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

19 78. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
20 as described herein and below.

21 **FIFTH CAUSE OF ACTION**
22 **(WAITING TIME PENALTIES)**
23 **(Against All Defendants)**

24 79. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
25 though fully set forth herein.

26 80. At all relevant times, Defendants had a duty to comply with California Labor Code
27 sections 201, 202, and 203, and the applicable IWC Wage Orders and California Code of
28 Regulations. Defendants failed to comply with these final paycheck requirements with respect to

1 Plaintiff and Waiting Time Subclass Members.

2 81. California Labor Code section 201 requires that if an employer discharges an
3 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

4 82. California Labor Code section 202 requires that if “an employee not having a written
5 contract for a definite period” quits, the employee’s wages shall become due and payable no later
6 than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her
7 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

8 83. California Labor Code section 203 provides that if an employer willfully fails to
9 pay, without abatement or reduction, any wages of an employee who is discharged or quits, the
10 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
11 paid or until an action therefor is commenced, but that the wages shall not continue for more than
12 30 days per employee.

13 84. Plaintiff and the Waiting Time Subclass are entitled to compensation for unpaid
14 wages earned, including, but not limited to, minimum, regular, and overtime wages, compensation
15 for non-compliant meal periods and rest periods, and unpaid reimbursements but to date have not
16 received such compensation, therefore entitling them to penalties pursuant to California Labor
17 Code section 203.

18 85. As a consequence of Defendants’ willful conduct in failing to pay all earned wages,
19 Waiting Time Subclass Members are entitled to up to 30 days’ wages as a penalty for Defendants’
20 failure to timely pay wages upon separation of employment, in addition to prejudgment interest,
21 attorneys’ fees, and costs in amounts that will be established at trial.

22 86. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
23 as described herein and below.

24 **SIXTH CAUSE OF ACTION**

25 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**

26 **(Against All Defendants)**

27 87. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
28 though fully set forth herein.

1 88. At all relevant times, Defendants had a duty to comply with California Labor Code
2 sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

3 89. California Labor Code section 2800 requires employers to indemnify employees for
4 losses caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff
5 and Class Members failed to request, demand, notify or otherwise seek reimbursement for their
6 expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class
7 Members due to their own negligence.

8 90. California Labor Code section 2802(a) requires that employers indemnify and
9 reimburse employees for all business expenses, which are defined as all necessary expenditures or
10 losses incurred by the employee in direct consequence of the discharge of the employee's duties or
11 otherwise incurred based on the employee's obedience to the employer's directions. California
12 Labor Code section 2802(b) authorizes employees to recover in a court action interest which shall
13 accrue from the date on which the employee incurred the necessary expenditure or loss. California
14 Labor Code section 2802(c) authorizes employees, who to enforce their right to reimbursements
15 under California Labor Code section 2802, to also recover attorneys' fees and costs.

16 91. During the relevant time period, Defendants required Plaintiff and Class Members
17 to use their personal cell phones and purchase high speed internet to perform their job duties without
18 reimbursement.

19 92. Defendants have unfairly and unlawfully violated California Labor Code sections
20 2800 and 2802, and the applicable IWC Wage Orders by failing to reimburse Plaintiff and Class
21 Members for all of their out-of-pocket business expenses incurred in the discharge of their job
22 duties.

23 93. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have
24 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
25 established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

26 94. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
27 as described herein and below.

28 ///

SEVENTH CAUSE OF ACTION
(UNFAIR BUSINESS PRACTICES)
(Against All Defendants)

95. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

96. California Business & Professions Code Section 17200, *et seq.* prohibits unfair competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

97. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff, Class Members, and Defendants' competitors. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

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

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

100. Plaintiff brings this action on behalf of herself and all members of the general public, including the Class Members, pursuant to the UCL. Defendants' conduct alleged below constitutes false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of the UCL. Defendants' policies and practices have violated state law in at least the following respects:

(a) Failing to pay all minimum, regular, and overtime wages due to Plaintiff and Class Members in violation of California Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197 and 1198;

(b) Failing to provide compliant meal periods or compensation in lieu thereof in violation of California Labor Code sections 226.7 and 512;

(c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof in violation of California Labor Code section 226.7;

(d) Intentionally failing to provide Plaintiff and Class Members with accurate

1 itemized wage statements in violation of California Labor Code section 226;

2 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
3 Subclass Members upon separation of employment in violation of California Labor Code sections
4 201, 202 and 203;

5 (f) Failing to reimburse Plaintiff and Class Members all necessary business
6 expenses in violation of California Labor Code sections 2800 and 2802; and

7 (g) Violations of the IWC Wage Orders for the same conduct above.

8 101. Defendants' course of conduct, acts, and practices in violation of California law
9 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
10 conduct described herein violates the policy or spirit of such laws or otherwise significantly
11 threatens or harms competition. The substantial harm to Plaintiff and Class Members in being
12 wrongfully denied earned wages, meal and rest periods, premium pay, and reimbursements
13 outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions
14 described herein constitute an unfair business practices or acts within the meaning of the UCL.

15 102. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking
16 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to
17 compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and
18 premiums, etc.) obtained by Defendants through the unfair and unlawful business practices
19 described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and
20 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of
21 justice for Defendants to continue to retain the property of Plaintiff and Class Members.

22 103. Defendants' failure to adopt and implement policies in accordance with and/or
23 adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors,
24 engenders an unfair competitive advantage for Defendants against its competitors, thereby
25 constituting an unfair business practice, as set forth in the UCL.

26 104. Pursuant to California Business and Professions Code section 17203, as a direct and
27 proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf
28 of all employees similarly situated, is entitled to equitable and injunctive relief, against such

1 unlawful practices in order to prevent future damage, for which there is no adequate remedy at law,
2 and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease
3 and desist from engaging in the practices described herein.

4 105. Plaintiff and Class Members also request any other such legal and equitable relief
5 from Defendants' unlawful and willful conduct as the Court deems just and proper, including an
6 injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent
7 practices alleged in this Complaint.

8 106. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class
9 Members are entitled to and seek other appropriate relief available under California Business &
10 Professions Code sections 17200 *et seq.* Plaintiff, on behalf of herself and the Class, also seeks
11 recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by
12 California Code of Civil Procedure section 1021.5.

13 107. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
14 as described herein and below.

15 **EIGHTH CAUSE OF ACTION**

16 **(VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

17 **(Against All Defendants)**

18 108. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
19 though fully set forth herein.

20 109. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
21 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged
22 to have been violated, and after receiving notice from the LWDA of its intention not to investigate
23 or after 65 days have passed without notice from the LWDA.

24 110. On March 14, 2023, Plaintiff gave written notice of the specific Labor Code
25 provisions alleged to have been violated, including the facts and theories to support the alleged
26 violations, as required by Labor Code section 2699.3. This written notice was provided via certified
27 mail to ALG and to the LWDA by electronically filing the notice via the Department of Industrial
28 Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to

1 the LWDA without notice from the LWDA. Accordingly, Plaintiff may amend her Complaint to
2 add a PAGA cause of action.

3 111. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
4 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
5 divisions, commissions, boards, agencies or employees for violation of the code may, as an
6 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
7 herself and other current or former employees pursuant to the procedures specified in Labor Code
8 section 2699.3.

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

14 113. Defendants' conduct violates numerous Labor Code sections, including, but not
15 limited to, the following:

16 (a) Violation of Labor Code sections 201-204, 206, 210, 510, 558, 1194, 1197,
17 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, and
18 overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon
19 separation of employment as herein alleged;

20 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal
21 periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed
22 meal periods as herein alleged;

23 (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to
24 Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods
25 as herein alleged;

26 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide
27 accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

28 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain

1 accurate records regarding the employment of Plaintiff and other aggrieved employees as herein
2 alleged; and

3 (f) Violation of Labor Code section 2800 and 2802 for failure to reimburse
4 Plaintiff and other aggrieved employees for business expenses.

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

11 115. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting
12 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provision regulating hours and days of work in any order of the Industrial Welfare Commission
14 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
15 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
16 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
17 for which the employee was underpaid.”

18 116. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
19 maintain accurate and complete payroll records showing the hours worked daily by and the wages
20 paid to employees.

21 117. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
22 either individually or as an officer, agent, or employee of another person, who pays or causes to be
23 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
24 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
25 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
26 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
27 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
28 pay period for which the employee is underpaid regardless of whether the initial violation is

1 intentionally committed.

2 118. As set forth above, Defendants have violated numerous provisions of the Labor
3 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
4 also seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for herself, the
5 underpaid employees, and the State of California.

6 119. Plaintiff is an “aggrieved employee” because she was employed by the alleged
7 violators and had one or more of the alleged violations committed against her, and therefore is
8 properly suited to represent the interests of all other aggrieved employees.

9 120. Plaintiff has exhausted the procedural requirements under Labor Code section
10 2699.3 as to ALG and is therefore able to pursue a claim for penalties on behalf of herself and all
11 other aggrieved employees under the PAGA.

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

15 122. For bringing this action, Plaintiff is entitled to attorney’s fees and costs pursuant to
16 statute.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff, on behalf of herself and the proposed Class, prays for judgment
19 and the following specific relief against Defendants, jointly and severally, as follows:

20 1. That the Court certify the proposed Class and Subclasses, and any other class or
21 subclasses as appropriate under California Code of Civil Procedure section 382;

22 2. That Plaintiff be appointed as the Class Representative;

23 3. That Daily Aljian LLP and the Law Office of Daniel J. Hyun be appointed as Class
24 Counsel for all purposes;

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

26 5. For such general, economic, and/or special damages in an amount according to proof
27 with interest thereon;

28 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and

1 penalties, including interest thereon;

2 7. For waiting time penalties pursuant to California Labor Code section 203;

3 8. For liquidated damages pursuant to California Labor Code section 1194.2;

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

6 10. For civil penalties pursuant to PAGA;

7 11. For the amounts provided for in California Labor Code section 226.7;

8 12. For attorney's fees, costs of suit, including expert fees, and interest pursuant to
9 California Labor Code sections 218.6, 226, 1194, 2698 *et seq.*, 2699(g), 2802 and California Code
10 of Civil Procedure section 1021.5;

11 13. For restitution to Plaintiff and Class Members of all money and property unlawfully
12 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
13 Professions Code sections 17200 *et seq.*;

14 14. For an order requiring Defendants to restore and disgorge all funds to each employee
15 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
16 and, therefore, constituting unfair competition under Business and Professions Code sections
17 17200, *et seq.*;

18 15. For permanent injunctive relief described in the UCL cause of action;

19 16. For prejudgment interest on all sums recovered pursuant to California Labor Code
20 section 218.6, California Civil Code sections 3287 and 3289, and applicable law;

21 17. For post judgment interest on all amounts awarded to Plaintiff and Class Members
22 as provided by law;

23 18. A declaratory judgment that the practices complained of herein are unlawful under
24 California law;

25 19. Such other equitable relief as the Court may deem proper;

26 20. For PAGA penalties; and

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28 ///

21. An award of such other and further relief as this Court may deem appropriate.

Dated: May 19, 2023

DAILY ALJIAN LLP
LAW OFFICE OF DANIEL J. HYUN

By: /s/ Shelly D. Song
Justin E. D. Daily
Shelly D. Song
Daniel J. Hyun
Attorneys for Plaintiff Blanca Montano,
individually and on behalf of all others
similarly situated

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby requests a jury trial
on all claims so triable.

Dated: May 19, 2023

DAILY ALJIAN LLP
LAW OFFICE OF DANIEL J. HYUN

By: /s/ Shelly D. Song
Justin E. D. Daily
Shelly D. Song
Daniel J. Hyun
Attorneys for Plaintiff Blanca Montano,
individually and on behalf of all others
similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

Case Name: *MONTANO v. ALG VACATIONS CORP.*

I am employed in the City of Newport Beach, County of Orange, State of California. I am over the age of 18 years and not a party to the above-titled action. My business address is 100 Bayview Circle, Suite 5500, Newport Beach, California 92660. On **May 19, 2023**, I caused the foregoing document(s) to be served:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the following parties:

Rebekah D'Angelo,
COGENCY GLOAB, INC.
1325 J St Suite 1550
Sacramento, CA 95814
Agent for Service of Process for
ALG VACATIONS CORP.

[X] (BY MAIL) I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Newport Beach, California. I am readily familiar with the practice of DAILY ALJIAN LLP for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **May 19, 2023**, at Newport Beach, California.

/s/ Daisy Lopez
Daisy Lopez