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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GHULAM ASHIQ, on behalf of himself and
other current and former employees,

Plaintiff,

v.

DISNEY VACATION DEVELOPMENT,
INC., a corporation;
WALT DISNEY PARKS AND RESORTS
U.S., INC., a corporation;
1203 DISNEY VACATION
DEVELOPMENT, INC., an entity unknown;
DISNEY HUMAN RESOURCES
STRATEGIES AND SERVICES, LLC, a
limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 25STCV06857

[Assigned for all purposes to Hon. Elaine Lu,
Dept. 9]

**SECOND AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES FOR:**

**(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**

**(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;**

**(3) VIOLATION OF LABOR CODE
SECTION 2802;**

**(4) VIOLATION OF LABOR CODE
SECTION 226;**

**(5) VIOLATION OF LABOR CODE
SECTIONS 201-204;**

**(6) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;**

**(7) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***

DEMAND FOR JURY TRIAL

Plaintiff Ghulam Ashiq (“Plaintiff”) hereby submits his Second Amended Class Action and Representative Action Complaint for Damages and Penalties against Defendants Disney Vacation Development, Inc., Walt Disney Parks and Resorts U.S., Inc., 1203 Disney Vacation Development, Inc., Disney Human Resources Strategies and Services, LLC, and DOES 1 through 50, inclusive (collectively, “Defendants”), on behalf of himself and other current and former employees of Defendants for meal period and rest break wages, minimum and overtime wages, reimbursements, and penalties as follows:

INTRODUCTION

1. This class action and representative action is brought pursuant to Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)), and 2802; Industrial Welfare Commission (“IWC”) Wage Order 10-2001 (codified as California Code of Regulations Title 8 § 11100), and Business and Professions Code § 17200 *et seq.* (Unfair Competition Law (“UCL”)).

2. This Complaint challenges Defendants’ systemic illegal employment practices resulting in violations of the stated provisions of the Labor Code and corresponding IWC Wage Order against the identified class of employees and group of aggrieved employees.

3. Plaintiff is informed and believes and thereon alleges Defendants jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in (1) failing to provide all meal periods and rest breaks, (2) failing to pay all minimum and overtime wages, (3) failing to reimburse for all necessary business-related costs and expenses, (4) failing to provide accurate wage statements, and (5) failing to pay all wages due and owing upon termination of employment.

4. This Complaint is timely filed, in accordance with the applicable limitations periods, including the representative portion of this action pursuant to Code of Civil Procedure section 340(a). On February 28, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting the contentions. To date, he has not received a response.

1 **JURISDICTION AND VENUE**

2 5. This class action is brought pursuant to California Code of Civil Procedure §
3 382. This representative action is brought pursuant to PAGA. The monetary damages sought
4 by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be
5 established according to proof at trial.

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

10 7. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201
11 to 204, 226, 226.7, 510, 512, 1194, 2802, and the IWC Wage Order.

12 8. This Court has jurisdiction over all Defendants because, upon information and
13 belief, each party has sufficient minimum contacts in California, or otherwise intentionally
14 avails itself of California law so as to render the exercise of jurisdiction over it by the
15 California courts consistent with traditional notions of fair play and substantial justice.

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

19 **PARTIES**

20 10. Plaintiff is an individual residing in the State of California. Plaintiff was
21 formerly employed by Defendants in an hourly-paid position during the relevant time period.

22 11. Defendant Disney Vacation Development, Inc., is a corporation organized and
23 existing under the laws of Florida, licensed to do business and actually doing business in the
24 State of California, including the County of Los Angeles.

25 12. Defendant Walt Disney Parks and Resorts U.S., Inc., is a corporation organized
26 and existing under the laws of Florida, licensed to do business and actually doing business in
27 the State of California, including the County of Los Angeles.

28 13. Defendant 1203 Disney Vacation Development, Inc. is an unknown entity,

1 doing business in the State of California.

2 **14.** Defendant Disney Human Resources Strategies and Services, LLC is a limited
3 liability company organized and existing under the laws of California, licensed to do business
4 and actually doing business in the State of California, including the County of Los Angeles.

5 **15.** Plaintiff does not know the true names or capacities, whether individual, partner
6 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
7 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend
8 this complaint when the true names and capacities are known. Plaintiff is informed and
9 believes and thereon alleges that each of Defendants designated as a DOE was responsible in
10 some way for the matters alleged herein and proximately caused Plaintiff and members of the
11 general public and the group of aggrieved employees to be subject to the illegal employment
12 practices, wrongs and injuries complained of herein.

13 **16.** At all times herein mentioned, Defendants, and each of them, were agents,
14 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
15 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
16 the course and scope of their authority as such agents, partners, joint venturers, representatives,
17 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
18 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
19 authorization and consent of each Defendant designated herein.

20 **17.** As such, and based upon all the facts and circumstances incident to Defendants'
21 business in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 226.7, 510,
22 512, 1194, 2802, PAGA, and the IWC Wage Order.

23 **CLASS ACTION ALLEGATIONS**

24 **18. Definition of Onboarding Class:** Plaintiff seeks class certification pursuant to
25 California Code of Civil Procedure § 382 of a class of all employees of Defendants who were
26 onboarded by Disney Vacation Club in California during the period from March 10, 2021 to
27 the present, including the following Subclasses:

28 **a) Onboarding Overtime Subclass:** all employees of Defendants who

1 were onboarded by Disney Vacation Club and who worked one or more
2 shifts for Disney Vacation Club in excess of eight (8) hours in a day or
3 forty (40) hours in a workweek in California during the period from
4 March 10, 2021 to the present;

5 **As an alternative to Subclass (a):** all employees of Defendants who were
6 onboarded by Disney Vacation Club and who worked one or more shifts
7 for Disney Vacation Club in excess of eight (8) hours in a day or forty
8 (40) hours in a workweek in California and were not properly paid all
9 overtime wages during the period from March 10, 2021 to the present;

10 **b) Onboarding Minimum Wage Subclass:** all employees of Defendants
11 who were onboarded by Disney Vacation Club and who worked for
12 Disney Vacation Club in California and were not properly paid all
13 minimum wages during the period from March 10, 2021 to the present;

14 **c) Onboarding Reimbursement Subclass:** all employees of Defendants
15 who were onboarded by Disney Vacation Club and who worked for
16 Disney Vacation Club in California and incurred business expenses that
17 were not reimbursed during the period of March 10, 2021, to the present;

18 **d) Onboarding Wage Statement Subclass:** all employees of Defendants
19 who were onboarded by Disney Vacation Club and who worked for
20 Disney Vacation Club in California and received an itemized wage
21 statement during the period of March 10, 2022 to the present;

22 **e) Onboarding Terminated Employee Subclass:** all employees of
23 Defendants who were onboarded by Disney Vacation Club and who
24 worked for Disney Vacation Club in California and who were not
25 properly paid all wages on termination or within 72 hours thereof during
26 the period of March 10, 2022 to the present;

27 **19. Definition of Hourly Employee Class:** Plaintiff seeks class certification
28 pursuant to California Code of Civil Procedure § 382 of a class of all hourly paid employees of

Defendants who worked for Disney Vacation Club in California during the period from March 10, 2021 to the present, including the following Subclasses:

f) Meal Period Subclass: all hourly paid employees of Defendants who worked one or more shifts for Disney Vacation Club in excess of six (6) hours in California during the period from March 10, 2021 to the present;

As an alternative to Subclass (f): all hourly paid employees of Defendants who worked one or more shifts for Disney Vacation Club in excess of six (6) hours in California without receiving a 30-minute break during which they were relieved of all duties, during the period from March 10, 2021 to the present;

g) Rest Break Subclass: all hourly paid employees of Defendants who worked one or more shifts for Disney Vacation Club of three and one-half (3.5) hours or more in California during the period from March 10, 2021 to the present;

As an alternative to Subclass (g): all hourly paid employees of Defendants who worked one or more shifts for Disney Vacation Club of three and one-half (3.5) hours or more in California without receiving all required paid 10-minute breaks during which they were relieved of all duties, during the period March 10, 2021 to the present;

h) Overtime Subclass: all hourly paid employees of Defendants who worked one or more shifts for Disney Vacation Club in excess of eight (8) hours in a day or forty (40) hours in a workweek in California during the period from March 10, 2021 to the present;

As an alternative to Subclass (h): all hourly paid employees of Defendants who worked one or more shifts for Disney Vacation Club in excess of eight (8) hours in a day or forty (40) hours in a workweek in California and were not properly paid all overtime wages during the period from

March 10, 2021 to the present;

i) **Minimum Wage Subclass:** all hourly paid employees of Defendants who worked for Disney Vacation Club in California and were not properly paid all minimum wages during the period from March 10, 2021 to the present;

j) **Reimbursement Subclass:** all hourly paid employees of Defendants who worked for Disney Vacation Club in California and incurred business expenses that were not reimbursed during the period of March 10, 2021, to the present;

k) **Wage Statement Subclass:** all hourly paid employees of Defendants who worked for Disney Vacation Club in California and received an itemized wage statement during the period of March 10, 2022 to the present;

l) **Terminated Employee Subclass:** all hourly paid employees of Defendants who worked for Disney Vacation Club in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of March 10, 2022 to the present;

20. Numerosity: The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Classes are readily ascertainable by objective, easily understood terms contained within the Classes and Subclass definitions, and by review of Defendants' records, including payroll records.

21. Adequacy of Representation: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Classes defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

22. Defendants administered a corporate policy, practice and/or procedure of (1) failing to pay all minimum and overtime wages; (2) failing to provide meal periods and rest

breaks; (3) failing to provide accurate wage statements; (4) failing to timely pay all wages due and owing upon termination of employment; (5) failing to reimburse all necessary work-related expenses; and (6) engaging in unfair business practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge and designed intent to willfully withhold appropriate wages for work performed members of the Classes.

23. Common Question of Law and Fact: There are predominant common questions of law and fact and a community of interest amongst Plaintiff and the claims of the Classes concerning whether Defendants' policies and practices regularly denied Class Members minimum and overtime wages, meal periods and rest breaks, accurate wage statements, and wages upon termination of employment.

24. Typicality: The claims of Plaintiff are typical of the claims of all members of the Classes. Plaintiff is a member of the Classes and has suffered the alleged violations of Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, 2802, IWC Wage Order 10-2001, and the UCL. Plaintiff worked at least one shift in excess of six hours during which he was not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or greater during which he was not authorized and permitted all duty-free, legally mandated rest breaks. Plaintiff worked at least one shift in excess of eight hours and one workweek in excess of 40 hours during which he was not paid all minimum and overtime wages, including time spent performing onboarding tasks, unpaid time communicating with customers, and other off-the-clock working time. Plaintiff received wage statements during his employment. Plaintiff's employment terminated during the statutory period and Plaintiff was not timely paid all wages due and owing him upon termination. Plaintiff incurred work-related business expenses, including for the use of a personal mobile device, for which he was not reimbursed.

25. The Labor Code upon which Plaintiff bases his claims is broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take

1 advantage of superior economic and bargaining power in setting onerous terms and conditions
2 of employment.

3 **26.** The nature of this action and the format of laws available to Plaintiff and
4 members of the Classes identified herein make the class action format a particularly efficient
5 and appropriate procedure to redress the wrongs alleged herein. If each employee were
6 required to file an individual lawsuit, the corporate Defendants would necessarily gain an
7 unconscionable advantage since it would be able to exploit and overwhelm the limited
8 resources of each individual plaintiff with their vastly superior financial and legal resources.
9 Requiring each Class Member to pursue an individual remedy would also discourage the
10 assertion of lawful claims by employees who would be disinclined to file an action against
11 their former and/or current employer for real and justifiable fear of retaliation and permanent
12 damage to their careers at subsequent employment.

13 **27.** The prosecution of separate actions by the individual Class Members, even if
14 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
15 respect to individual Class Members against the Defendants and which would establish
16 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
17 respect to individual Class Members which would, as a practical matter, be dispositive of the
18 interest of the other Class Members not parties to the adjudications or which would
19 substantially impair or impede the ability of the Class Members to protect their interests.
20 Further, the claims of the individual members of the Classes are not sufficiently large to
21 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

22 **28.** Such a pattern, practice and administration of corporate policy regarding illegal
23 employee compensation described herein is unlawful and creates an entitlement to recovery by
24 Plaintiff and the Classes identified herein, in a civil action, for the unpaid balance of the full
25 amount of minimum and overtime wages, meal period and rest break premiums,
26 reimbursements, and penalties, including interest thereon, attorneys' fees and costs of suit, as
27 well as consequential damages.

28 **29.** Proof of a common business practice or factual pattern, which Plaintiff

1 experienced and is representative of, will establish the right of each Class Member to recovery
2 on the causes of action alleged herein.

3 **30.** The Classes are commonly entitled to a specific fund with respect to the
4 compensation illegally and unfairly retained by Defendants. This action is brought for the
5 benefit of the entirety of all Classes and will result in the creation of a common fund.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTION 226.7**

8 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

9 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE HOURLY**
10 **EMPLOYEE CLASS AND SUBCLASSES (f), (g), (k), and (l))**

11 **31.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 29 as
12 though fully set forth herein.

13 **32.** In accordance with the mandates of the California Labor Code and the
14 applicable IWC Wage Order, Plaintiff and the Hourly Employee Class and Subclasses (f), (g),
15 (k), and (l) had the right to take a 10-minute rest break for every four (4) hours worked or
16 major fraction thereof, and a 30-minute meal period for every five (5) hours worked.

17 **33.** As a pattern and practice, Defendants regularly did not provide Plaintiff and the
18 Hourly Employee Class and Subclasses (f), (g), (k), and (l) with all required meal periods and
19 rest breaks and did not provide proper compensation for this failure. Defendants failed to
20 actively relieve Plaintiff and the Hourly Employee Class and Subclasses (f), (g), (k), and (l) of
21 duty for meal periods and rest breaks, and failed to pay meal period and rest break premium
22 wages at the correct regular rate of pay. Further, Defendants discouraged or impeded Plaintiff
23 and the Hourly Employee Class and Subclasses (f), (g), (k), and (l) from taking breaks by not
24 protecting break time from the pressure and incentive to sell potential customers. Plaintiff and
25 the Hourly Employee Class and Subclasses (f), (g), (k), and (l) took late meal breaks in order to
26 perform their work duties selling to potential customers.

27 **34.** Defendants' policy of failing to provide Plaintiff and the Hourly Employee
28 Class and Subclasses (f), (g), (k), and (l) with all legally-mandated meal periods and rest

breaks is a violation of California law.

35. Defendants willfully failed to pay employees whom they did provide the opportunity to take meal periods and rest breaks the premium compensation set out in Labor Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Hourly Employee Class and Subclasses (f), (g), (k), and (l) are owed wages for meal period and rest break premiums as set forth above.

36. Such a pattern, practice and administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Hourly Employee Class and Subclasses (f), (g), (k), and (l) identified herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including interest, attorneys' fees, and costs of suit.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 1194

REGARDING OVERTIME AND MINIMUM WAGES

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE ONBOARDING CLASS, THE HOURLY EMPLOYEE CLASS, AND SUBCLASSES (a), (b), (d), (e), (h), (i), (k), and (l))

37. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as though fully set forth herein.

38. At all times relevant herein, Defendants were required to compensate their hourly employees minimum wages for all hours worked and overtime wages for all hours worked over eight (8) hours in a day or forty (40) hours in a workweek.

39. As a pattern and practice, Defendants regularly failed to compensate Plaintiff, the Onboarding Class, the Hourly Employee Class, and Subclasses (a), (b), (d), (e), (h), (i), (k), and (l) for all hours worked, including unpaid onboarding time, unpaid time communicating with customers, and other off-the-clock working time.

40. This resulted in Plaintiff and the Onboarding Class, the Hourly Employee Class, and Subclasses (a), (b), (d), (e), (h), (i), (k), and (l) receiving total wages in an amount

1 less than minimum wage and, when applicable, deprived Plaintiff and the Onboarding Class,
2 the Hourly Employee Class, and Subclasses (a), (b), (d), (e), (h), (i), (k), and (l) of overtime
3 and/or double time wages.

4 **41.** Such a pattern, practice and administration of corporate policy regarding illegal
5 employee compensation as described herein is unlawful and creates an entitlement to recovery
6 by Plaintiff and the Onboarding Class, the Hourly Employee Class, and Subclasses (a), (b), (d),
7 (e), (h), (i), (k), and (l) in a civil action, for the unpaid balance of the full amount of
8 minimum and overtime wages owing, including liquidated damages, interest, attorneys' fees,
9 and costs of suit according to the mandate of California Labor Code § 1194.

10 **THIRD CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE SECTION 2802**

12 **REGARDING BUSINESS EXPENSES**

13 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE ONBOARDING**
14 **CLASS, THE HOURLY EMPLOYEE CLASS, AND SUBCLASSES (c), (d), (e), (j), (k),**
15 **and (l))**

16 **42.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 41 as
17 though fully set forth herein.

18 **43.** At all times relevant herein, Defendants were required to indemnify their
19 employees for all necessary expenditures or losses incurred in direct consequence of the
20 discharge of the employees' duties, or of the employees' obedience to the directions of the
21 employer pursuant to California Labor Code § 2802.

22 **44.** In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and
23 the Onboarding Class, Hourly Employee Class, and Subclasses (c), (d), (e), (j), (k), and (l) for
24 all necessary work-related expenses, including, but not limited to, the use of personal mobile
25 devices required by Defendants to log into Defendants' systems.

26 **45.** Such a pattern, practice and administration of corporate policy as described
27 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Onboarding
28 Class, Hourly Employee Class, and Subclasses (c), (d), (e), (j), (k), and (l) in a civil action, for

1 all damages and/or penalties pursuant to Labor Code § 2802, including interest thereon,
2 penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California
3 Labor Code § 2802.

4 **46.** Defendants' willful failure to provide Plaintiff and the Onboarding Class,
5 Hourly Employee Class, and Subclasses (c), (d), (e), (j), (k), and (l) the wages due and owing
6 them upon separation from employment results in continuation of wages up to thirty (30) days
7 from the time the wages were due. Therefore, Plaintiff and Class Members who have
8 separated from employment are entitled to compensation pursuant to Labor Code § 203.

9 **FOURTH CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE SECTION 226**

11 **REGARDING RECORD KEEPING**

12 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

13 **ALL CLASSES AND ALL SUBCLASSES**

14 **47.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 46 as
15 though fully set forth herein.

16 **48.** At all times relevant herein, Defendants were required to maintain accurate
17 records pursuant to the mandate of Labor Code § 226.

18 **49.** In violation of Labor Code § 226, Defendants failed in their affirmative
19 obligation to keep *accurate* records for their California employees. For example, as a result of
20 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
21 Plaintiff and the Classes and Subclasses' gross wages earned, total hours worked, net wages
22 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
23 Plaintiff received at least one such wage statement during his employment with Defendants.
24 Further, Defendants failed altogether to provide one or more wage statements to Plaintiff and
25 members of the Classes and Subclasses. Defendants also did not maintain a system for Plaintiff
26 and members of the Classes and Subclasses to record time contemporaneously, and Defendants
27 permitted and encouraged recording time different than actual time, despite having systems for
28 other employees that contemporaneously recorded the start and end times for all work

1 segments (*i.e.*, standard time clock).

2 **50.** Such a pattern, practice and uniform administration of corporate policy as
3 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
4 Classes and Subclasses identified herein, in a civil action, for all damages and/or penalties
5 pursuant to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees,
6 and costs of suit.

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**

9 **REGARDING WAITING TIME PENALTIES**

10 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

11 **ALL CLASSES AND ALL SUBCLASSES)**

12 **51.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as
13 though fully set for herein.

14 **52.** At all times relevant herein, Defendants were required to pay their employees
15 all wages owed in a timely fashion at the end of employment pursuant to California Labor
16 Code §§ 201 to 204.

17 **53.** As a result of Defendants' alleged Labor Code violations alleged above,
18 Defendants regularly failed to pay Plaintiff and the Classes and all Subclasses their final wages
19 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
20 Labor Code § 203.

21 **54.** The conduct of Defendants and their agents and employees as described herein
22 was willfully done in violation of Plaintiff and the Classes and all Subclasses' rights, and done
23 by managerial employees of Defendants.

24 **55.** Defendants' willful failure to provide Plaintiff and the Classes and all
25 Subclasses the wages due and owing them upon separation from employment results in a
26 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
27 Plaintiff and Class Members who have separated from employment are entitled to
28 compensation pursuant to Labor Code § 203.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF PAGA

**(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED
EMPLOYEES)**

56. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 55 as though fully set forth herein.

57. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

58. On February 28, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the facts and theories supporting his contentions. To date, he has not received a response.

59. Plaintiff and the other non-exempt employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Minimum and Overtime Wages

60. At all times relevant herein, Defendants were required to compensate their employees minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek, as well as overtime wages for hours worked on the seventh consecutive day in a workweek, pursuant to the mandate of Labor Code §§ 510, 1194, 1197, 1197.1, and 1198.

61. During the relevant time period, Defendants failed to compensate Plaintiff and other aggrieved employees for all hours worked, including unpaid onboarding time, unpaid time communicating with customers, and other off-the-clock working time.

1 **Failure to Provide Meal Periods and Rest Breaks**

2 **62.** In accordance with the mandates of the California Labor Code and the
3 applicable IWC Wage Order, Plaintiff and other aggrieved employees had the right to take a
4 10-minute rest break for every four (4) hours worked or major fraction thereof, and a 30-
5 minute meal period for every five (5) hours worked.

6 **63.** As a pattern and practice, Defendants regularly did not provide Plaintiff and
7 aggrieved employees with all required meal periods and rest breaks and did not provide proper
8 compensation for this failure. Defendants failed to actively relieve Plaintiff and other aggrieved
9 employees of duty for meal periods and rest breaks, and failed to pay meal period and rest
10 break premium wages. Defendants discouraged or impeded Plaintiff and other aggrieved
11 employees from taking breaks by not protecting break time from the pressure and incentive to
12 sell potential customers. Plaintiff and other aggrieved employees took late meal breaks in order
13 to perform their work duties selling to potential customers.

14 **Failure to Reimburse Necessary Work-Related Expenses**

15 **64.** Labor Code section 2802 requires employers to reimburse employees for
16 necessary work-related expenses.

17 **65.** During the relevant time period, Defendants failed to reimburse Plaintiff and
18 other aggrieved employees for the full amount of business expenses, including expenses
19 incurred in the use of personal mobile phones. Defendants maintained a policy of requiring
20 employees to use cell phones for security purposes to log into Defendants' systems.

21 **Failure to Timely Pay Wages During Employment and Upon Termination**

22 **66.** At all times relevant herein, Defendants were required to pay their employees
23 all wages owed in a timely fashion at the end of employment pursuant to California Labor
24 Code §§ 201 to 203.

25 **67.** Further, Defendants were required to pay their employees all wages owed in a
26 timely fashion during employment, pursuant to the mandate of California Labor Code section
27 204. Section 204 requires that all wages earned by any person in any employment between the
28 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon

1 termination of an employee, are due and payable between the 16th and the 26th day of the
2 month during which the labor was performed, and that all wages earned by any person in any
3 employment between the 16th and the last day, inclusive, of any calendar month, other than
4 those wages due upon termination of an employee, are due and payable between the 1st and the
5 10th day of the following month. California Labor Code section 204 also requires that all
6 wages earned for labor in excess of the normal work period shall be paid no later than the
7 payday for the next regular payroll period.

8 **68.** As a result of Defendants' Labor Code violations alleged above, Defendants
9 failed to pay Plaintiff and the other aggrieved employees all wages due to them within any time
10 period specified by California Labor Code section 204.

11 **69.** As a result of Defendants' Labor Code violations alleged above, Defendants
12 further failed to pay Plaintiff and the other aggrieved former employees their final wages
13 pursuant to Labor Code §§ 201 to 203, and accordingly owe waiting time penalties pursuant to
14 Labor Code § 203.

15 **Failure to Provide Complete and Accurate Wage Statements**

16 **70.** At all times relevant herein, Defendants were required to keep *accurate* records
17 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
18 1174(d).

19 **71.** In violation of Labor Code § 226, Defendants failed in their affirmative
20 obligation to keep *accurate* records for their California employees. For example, as a result of
21 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
22 Plaintiff and other aggrieved employees' gross wages earned, total hours worked, net wages
23 earned, all applicable hourly rates and the number of hours worked at each hourly rate. Further,
24 Defendants failed altogether to provide one or more wage statements to Plaintiff and other
25 aggrieved employees. Defendants also did not maintain a system for Plaintiff and other
26 aggrieved employees to record time contemporaneously, and Defendants permitted and
27 encouraged recording time different than actual time, despite having systems for other
28 employees that contemporaneously recorded the start and end times for all work segments (*i.e.*,

standard time clock). Finally, Defendants failed to provide all records upon request pursuant to Labor Code sections 226(b) and (c).

Penalties

72. Pursuant to California Labor Code § 2699, Plaintiff, individually and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

73. Penalties under California Labor Code § 2699 in the amount of up to two hundred dollars (\$200) for each aggrieved employee per pay period.

74. Penalties under California Labor Code § 210 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus 25% of the amount unlawfully withheld;

75. Penalties in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for failure to produce records upon request;

76. Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

77. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

78. Penalties in an amount sufficient to recover unreimbursed business expenses pursuant to Labor Code section 2802(d);

79. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes; and

80. Attorneys' fees and costs as permitted by law.

1 **SEVENTH CAUSE OF ACTION**

2 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

4 **ALL CLASSES AND ALL SUBCLASSES)**

5 **81.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 80 as
6 though fully set for herein.

7 **82.** Defendants, and each of them, have engaged and continue to engage in unfair
8 and unlawful business practices in California by practicing, employing and utilizing the
9 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
10 all overtime and minimum wages, (2) all meal period and rest break wages, (3) wages for all
11 recorded hours worked, (4) reimbursements for all work-related expenses, (5) accurate wage
12 statements, and (6) all wages due and owing upon termination of employment.

13 **83.** Defendants' utilization of such business practices constitutes unfair, unlawful
14 competition and provides an unfair advantage over Defendants' competitors.

15 **84.** The acts complained of herein occurred within the last four years preceding the
16 filing of the complaint in this action.

17 **85.** Defendants have engaged in unlawful, deceptive and unfair business practices,
18 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set
19 forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working
20 condition standards and conditions due to them under the California laws and IWC Wage
21 Orders as specifically described therein.

22 **86.** Plaintiff seeks, on his own behalf, and on behalf of other members of the Class
23 and Subclasses who are similarly situated, full restitution of monies, as necessary and
24 according to proof, to restore any and all monies withheld, acquired and/or converted by the
25 Defendants by means of the unfair practices complained of herein.

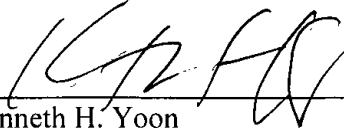
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
28 this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes and Subclasses as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs and attorney's fees;
5. Upon the Second Cause of Action, for all minimum wages owed and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 2802, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code §203, and for costs and attorney's fees;
9. Upon the Sixth Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 216, 225.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, and 2802, and for costs and attorney's fees;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and
11. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 210, 218.5, 218.6, 226, 1194, 2699, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

1 DATED: April 29, 2025

YOON LAW, APC

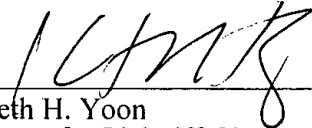
2
3 
4 Kenneth H. Yoon
Attorneys for Plaintiff Ghulam Ashiq

5
6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, for himself and the Classes, Subclasses, and aggrieved employees, hereby
8 demands a jury trial as provided by California law.
9

10 DATED: April 29, 2025

YOON LAW, APC

11
12 
13 Kenneth H. Yoon
Attorneys for Plaintiff Ghulam Ashiq

PROOF OF SERVICE

1 **STATE OF CALIFORNIA**

2 **COUNTY OF LOS ANGELES**

)
) **ss.**
)

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not
4 a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California 91103.

5 On May 5, 2025, I served the following documents described as:

6 **SECOND AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT FOR**
7 **DAMAGES AND PENALTIES**

8 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as
9 shown on the attached mailing list.

9 ☐ (BY FACSIMILE)

10 I am readily familiar with the business practices of this office. The telephone number of the facsimile
11 machine I used was (213) 489-9961. This facsimile machine complies with Rules 2003(3) of the California
12 Rules of Court. Upon transmission, no error was reported by the facsimile machine and a printed copy of the
13 machine's transmission record indicating that the transmission was successfully completed is attached to this
14 declaration.

12 ☐ (BY PERSONAL SERVICE)

13 By having copies personally delivered to the designated party(ies).

14 ☒ (BY E-MAIL)

15 The documents were sent as an attachment to an email, with two types of delivery confirmation: Delivery
16 Receipt and Read Receipt. Upon sending, no error was reported and I received a Delivery Receipt,
17 confirming that the message and documents reached the above email address.

16 ☐ (BY MAIL)

17 I am familiar with my employer's mail collection and processing practices; know that mail is collected
18 and deposited with the United States Postal Services on the same day it is deposited in the interoffice
19 mail; and know that postage thereon is fully prepaid.

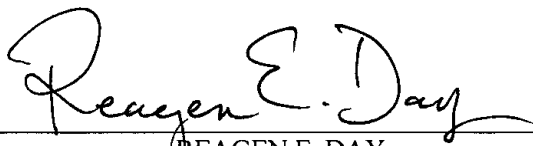
19 ☐ (BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)

20 I am "readily familiar" with the firm's practice of collection and processing correspondence for
21 Federal Express delivery. Under that practice it would be deposited with the Federal Express Courier
22 on that same day at Los Angeles, California in the ordinary course of business.

21 ☒ (State) I declare under penalty of perjury that the above is true and correct.

22 ☐ (Federal) I declare that I am employed in the office of a member the Bar of this Court at whose
23 direction the service was made.

24 Executed on May 5, 2025, at Pasadena, California.

25 
26 _____
27 REAGEN E. DAY
28

1 *Ghulam Ashiq V. Disney Vacation Development, Inc., et al.*
2 Superior Court of California, County of Los Angeles, Case No. 25STCV06857

3 **SERVICE LIST**

4 **Attorneys for Defendant Disney**

5 **Vacation Development, Inc., Walt Disney Parks and Resorts U.S., Inc., 1203 Disney Vacation**
6 **Development, Inc., Disney Human Resources Strategies and Services, LLC**

7 Kevin Gaut

8 <KEG@msk.com>

9 Mitchell Silberberg & Knupp LLP

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11 Los Angeles, CA 90067

12 Tel: (310)312-3179