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Attorneys for Plaintiff, REYNALDO CAMARENA,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REYNALDO CAMARENA, on behalf of
himself and other current and former
employees,

Plaintiff,

v.

DISNEY WORLDWIDE SERVICES, INC. a
Florida Corporation,
DISNEY VACATION CLUB SALES AND
SERVICES, INC. a Florida Corporation,
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]

**THIRD 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

1 Plaintiff Reynaldo Camarena (“Plaintiff”) hereby submits his Third Amended Class
2 Action and Representative Action Complaint for Damages and Penalties against Defendants
3 Disney Worldwide Services, Inc., Disney Vacation Club Sales And Services, Inc., Disney
4 Vacation Development, Inc., Walt Disney Parks and Resorts U.S., Inc., 1203 Disney Vacation
5 Development, Inc., Disney Human Resources Strategies and Services, LLC, and DOES 1
6 through 50, inclusive (collectively, “Defendants”), on behalf of himself and other current and
7 former employees of Defendants for meal period and rest break wages, minimum and overtime
8 wages, reimbursements, and penalties as follows:

9 **INTRODUCTION**

10 **1.** This class action and representative action is brought pursuant to Labor Code §§
11 201 to 204, 210, 216, 221, 223, 225.5, 226, 226(a), 226.3, 226.7, 233, 234, 226.7, 432, 510,
12 512, 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1 1198,
13 1198.5, 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)), 2699 *et seq.*,
14 2800, and 2802; Industrial Welfare Commission (“IWC”) Wage Order 10-2001 (codified as
15 California Code of Regulations Title 8 § 11100), and Business and Professions Code § 17200
16 *et seq.* (Unfair Competition Law (“UCL”)).

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

20 **3.** Plaintiff is informed and believes and thereon alleges Defendants jointly and
21 severally acted intentionally and with deliberate indifference and conscious disregard to the
22 rights of all employees in (1) failing to provide all meal periods and rest breaks, (2) failing to
23 pay all minimum and overtime wages, (3) failing to reimburse for all necessary business-
24 related costs and expenses, (4) failing to provide accurate wage statements, and (5) failing to
25 pay all wages due and owing upon termination of employment, among other alleged California
26 Labor Code Violations.

27 **4.** This Complaint is timely filed, in accordance with the applicable limitations
28 periods, including the representative portion of this action pursuant to Code of Civil Procedure

1 section 340(a). On February 28, 2025, Ghulam Ashiq provided written notice to the LWDA
2 and Defendants of the specific provisions of the Labor Code he contends were violated, and the
3 theories supporting the contentions. On October 31, 2025, Plaintiff provided written notice to
4 the LWDA and Defendants of the specific provisions of the Labor Code he contends were
5 violated, and the theories supporting the contentions. To date, neither has received a response.

6 **JURISDICTION AND VENUE**

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

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

15 **7.** This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201
16 to 204, 210, 216, 221, 223, 225.5, 226, 226(a), 226.3, 226.7, 233, 234, 226.7, 432, 510, 512,
17 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1 1198,
18 1198.5, 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)), 2699 *et seq.*,
19 2800, and 2802; Industrial Welfare Commission (“IWC”) Wage Order 10-2001 (codified as
20 California Code of Regulations Title 8 § 11100), and Business and Professions Code § 17200
21 *et seq.* (Unfair Competition Law (“UCL”)).

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

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

PARTIES

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

11. Disney Worldwide Services, Inc., is a corporation organized and existing under the laws of Florida, licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

12. Disney Vacation Club Sales And Services, Inc., is a corporation organized and existing under the laws of Florida, licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

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

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

15. Defendant 1203 Disney Vacation Development, Inc. is an unknown entity, doing business in the State of California.

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

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

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

8 **19.** As such, and based upon all the facts and circumstances incident to Defendants’
9 business in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 226.7, 510,
10 512, 558.1, 1194, 1194.2, 1197, 2802, PAGA, and the IWC Wage Order.

11 **CLASS ACTION ALLEGATIONS**

12 **20. Definition of Class:** Plaintiff seeks class certification pursuant to California
13 Code of Civil Procedure § 382 of a class of all non-exempt employees of Defendants who were
14 worked for Disney Vacation Club in California during the period from March 10, 2021 to the
15 present.

16 **21. Numerosity:** The members of the Class are so numerous that joinder of all
17 members would be impractical, if not impossible. The identities of the members of the Class
18 are readily ascertainable by objective, easily understood terms contained within the Class, and
19 by review of Defendants’ records, including payroll records.

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

25 **23.** Defendants administered a corporate policy, practice and/or procedure of (1)
26 failing to pay all minimum and overtime wages; (2) failing to provide meal periods and rest
27 breaks; (3) failing to provide accurate wage statements; (4) failing to timely pay all wages due
28 and owing upon termination of employment; (5) failing to reimburse all necessary work-related

1 expenses; and (6) engaging in unfair business practices. Plaintiff alleges this corporate conduct
2 is accomplished with the advance knowledge and designed intent to willfully withhold
3 appropriate wages for work performed members of the Class.

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

9 **25. Typicality:** The claims of Plaintiff are typical of the claims of all members of
10 the Class. Plaintiff is a member of the Class and has suffered the alleged violations of Labor
11 Code §§ 201 to 204, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, IWC Wage Order
12 10-2001, and the UCL. Plaintiff worked at least one shift in excess of six hours during which
13 he was not provided all duty-free, legally mandated meal periods. Plaintiff worked at least one
14 shift of 3.5 hours or greater during which he was not authorized and permitted all duty-free,
15 legally mandated rest breaks. Plaintiff worked at least one shift in excess of eight hours and
16 one workweek in excess of 40 hours during which he was not paid all minimum and overtime
17 wages, including time spent performing onboarding tasks, unpaid time communicating with
18 customers, and other off-the-clock working time. Plaintiff received wage statements during his
19 employment. Plaintiff's employment terminated during the statutory period and Plaintiff was
20 not timely paid all wages due and owing him upon termination. Plaintiff incurred work-related
21 business expenses, including for the use of a personal mobile device, for which he was not
22 reimbursed.

23 **26.** The Labor Code upon which Plaintiff bases his claims is broadly remedial in
24 nature. These laws and labor standards serve an important public interest in establishing
25 minimum working conditions and standards in California. These laws and labor standards
26 protect the average working employee from exploitation by employers who may seek to take
27 advantage of superior economic and bargaining power in setting onerous terms and conditions
28 of employment.

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

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

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

26 **30.** Proof of a common business practice or factual pattern, which Plaintiff
27 experienced and is representative of, will establish the right of each Class Member to recovery
28 on the causes of action alleged herein.

1 **31.** The Class is commonly entitled to a specific fund with respect to the
2 compensation illegally and unfairly retained by Defendants. This action is brought for the
3 benefit of the entirety of the Class and will result in the creation of a common fund.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTION 226.7**

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

7 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS)**

8 **32.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as
9 though fully set forth herein.

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

14 **34.** As a pattern and practice, Defendants regularly did not provide Plaintiff and the
15 Class with all required meal periods and rest breaks and did not provide proper compensation
16 for this failure. Defendants failed to actively relieve Plaintiff and the Class and of duty for meal
17 periods and rest breaks, and failed to pay meal period and rest break premium wages at the
18 correct regular rate of pay. Further, Defendants discouraged or impeded Plaintiff and the Class
19 from taking breaks by not protecting break time from the pressure and incentive to sell
20 potential customers. Plaintiff and the Class took late meal breaks in order to perform their work
21 duties selling to potential customers.

22 **35.** Defendants' policy of failing to provide Plaintiff and the Class and with all
23 legally-mandated meal periods and rest breaks is a violation of California law.

24 **36.** Defendants willfully failed to pay employees whom they did provide the
25 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
26 Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class are owed wages
27 for meal period and rest break premiums as set forth above.

28 **37.** Such a pattern, practice and administration of corporate policy as described

1 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified
2 herein, in a civil action, for the balance of the unpaid premium compensation pursuant to Labor
3 Code § 226.7 and the applicable IWC Wage Order, including interest, attorneys' fees, and
4 costs of suit.

5 **SECOND CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE SECTION 1194**

7 **REGARDING OVERTIME AND MINIMUM WAGES**

8 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS)**

9 **38.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 37 as
10 though fully set forth herein.

11 **39.** At all times relevant herein, Defendants were required to compensate their
12 non-exempt employees minimum wages for all hours worked and overtime wages for all hours
13 worked over eight (8) hours in a day or forty (40) hours in a workweek.

14 **40.** As a pattern and practice, Defendants regularly failed to compensate Plaintiff,
15 and the Class, for all hours worked, including unpaid onboarding time, unpaid time
16 communicating with customers, and other off-the-clock working time.

17 **41.** This resulted in Plaintiff and the Class receiving total wages in an amount less
18 than minimum wage and, when applicable, deprived Plaintiff and the Class of overtime and/or
19 double time wages.

20 **42.** Such a pattern, practice and administration of corporate policy regarding illegal
21 employee compensation as described herein is unlawful and creates an entitlement to recovery
22 by Plaintiff and the Class, in a civil action, for the unpaid balance of the full amount of
23 minimum and overtime wages owing, including liquidated damages, interest, attorneys' fees,
24 and costs of suit according to the mandate of California Labor Code § 1194.

1
2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTION 2802**

4 **REGARDING BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS)**

6 **43.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 42 as
7 though fully set for herein.

8 **44.** At all times relevant herein, Defendants were required to indemnify their
9 employees for all necessary expenditures or losses incurred in direct consequence of the
10 discharge of the employees' duties, or of the employees' obedience to the directions of the
11 employer pursuant to California Labor Code § 2802.

12 **45.** In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and
13 the Class, for all necessary work-related expenses, including, but not limited to, the use of
14 personal mobile devices required by Defendants to log into Defendants' systems.

15 **46.** Such a pattern, practice and administration of corporate policy as described
16 herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class in a civil
17 action, for all damages and/or penalties pursuant to Labor Code § 2802, including interest
18 thereon, penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
19 California Labor Code § 2802.

20 **47.** Defendants' willful failure to provide Plaintiff and the Class, the wages due and
21 owing them upon separation from employment results in continuation of wages up to thirty
22 (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who
23 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

24 **FOURTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE SECTION 226**

26 **REGARDING RECORD KEEPING**

27 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
28 **THE CLASS)**

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

3 **49.** At all times relevant herein, Defendants were required to maintain accurate
4 records pursuant to the mandate of Labor Code § 226.

5 **50.** In violation of Labor Code § 226, Defendants failed in their affirmative
6 obligation to keep *accurate* records for their California employees. For example, as a result of
7 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
8 Plaintiff and the Class's gross wages earned, total hours worked, net wages earned, and all
9 applicable hourly rates and the number of hours worked at each hourly rate. Plaintiff received
10 at least one such wage statement during his employment with Defendants. Further, Defendants
11 failed altogether to provide one or more wage statements to Plaintiff and members of the Class.
12 Defendants also did not maintain a system for Plaintiff and members of the Class to record
13 time contemporaneously, and Defendants permitted and encouraged recording time different
14 than actual time, despite having systems for other employees that contemporaneously recorded
15 the start and end times for all work segments (*i.e.*, standard time clock).

16 **51.** Such a pattern, practice and uniform administration of corporate policy as
17 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
18 Class identified herein, in a civil action, for all damages and/or penalties pursuant to Labor
19 Code § 226, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit.

20 **FIFTH CAUSE OF ACTION**

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

22 **REGARDING WAITING TIME PENALTIES**

23 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
24 **THE CLASS)**

25 **52.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 51 as
26 though fully set for herein.

27 **53.** At all times relevant herein, Defendants were required to pay their employees
28 all wages owed in a timely fashion at the end of employment pursuant to California Labor

Code §§ 201 to 204.

54. As a result of Defendants' alleged Labor Code violations alleged above, Defendants regularly failed to pay Plaintiff and the Class their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

55. The conduct of Defendants and their agents and employees as described herein was willfully done in violation of Plaintiff and the Class's rights, and done by managerial employees of Defendants.

56. Defendants' willful failure to provide Plaintiff and the the wages due and owing them upon separation from employment results in a continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203 and Labor Code § 210.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF PAGA

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

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

58. 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.

59. On February 28, 2025, Ghulam Ashiq 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. On October 31, 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, neither has received a

1 response.

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

5 **61.** All potential labor code violations alleged in Ghulam Ashiq and Plaintiff’s
6 LWDA Notices are hereby incorporated into Plaintiff’s claim for penalties under PAGA.

7 **Failure to Pay Minimum and Overtime Wages**

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

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

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

17 **64.** In accordance with the mandates of the California Labor Code and the
18 applicable IWC Wage Order, Plaintiff and other aggrieved employees had the right to take a
19 10-minute rest break for every four (4) hours worked or major fraction thereof, and a 30-
20 minute meal period for every five (5) hours worked.

21 **65.** As a pattern and practice, Defendants regularly did not provide Plaintiff and
22 aggrieved employees with all required meal periods and rest breaks and did not provide proper
23 compensation for this failure. Defendants failed to actively relieve Plaintiff and other aggrieved
24 employees of duty for meal periods and rest breaks, and failed to pay meal period and rest
25 break premium wages. Defendants discouraged or impeded Plaintiff and other aggrieved
26 employees from taking breaks by not protecting break time from the pressure and incentive to
27 sell potential customers. Plaintiff and other aggrieved employees took late meal breaks in order
28 to perform their work duties selling to potential customers.

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

2 **66.** Labor Code section 2802 requires employers to reimburse employees for
3 necessary work-related expenses.

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

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

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

12 **69.** Further, Defendants were required to pay their employees all wages owed in a
13 timely fashion during employment, pursuant to the mandate of California Labor Code section
14 204. Section 204 requires that all wages earned by any person in any employment between the
15 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon
16 termination of an employee, are due and payable between the 16th and the 26th day of the
17 month during which the labor was performed, and that all wages earned by any person in any
18 employment between the 16th and the last day, inclusive, of any calendar month, other than
19 those wages due upon termination of an employee, are due and payable between the 1st and the
20 10th day of the following month. California Labor Code section 204 also requires that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

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

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

1 Labor Code § 203.

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

3 **72.** At all times relevant herein, Defendants were required to keep *accurate* records
4 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
5 1174(d).

6 **73.** In violation of Labor Code § 226, Defendants failed in their affirmative
7 obligation to keep *accurate* records for their California employees. For example, as a result of
8 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
9 Plaintiff and other aggrieved employees' gross wages earned, total hours worked, net wages
10 earned, all applicable non-exempt rates and the number of hours worked at each non-exempt
11 rate. Further, Defendants failed altogether to provide one or more wage statements to Plaintiff
12 and other aggrieved employees. Defendants also did not maintain a system for Plaintiff and
13 other aggrieved employees to record time contemporaneously, and Defendants permitted and
14 encouraged recording time different than actual time, despite having systems for other
15 employees that contemporaneously recorded the start and end times for all work segments (*i.e.*,
16 standard time clock). Finally, Defendants failed to provide all records upon request pursuant to
17 Labor Code sections 226(b) and (c).

18 **Inadequate Seating**

19 **74.** Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 had and has a policy or practice of failing to provide all working employees, including without
21 limitation Plaintiff, with suitable seats when the nature of the work reasonably permits the use
22 of seats. Plaintiff is further informed and believes, and based thereon alleges that Defendants
23 failed to place an adequate number of seats in reasonable proximity to the work area and/or
24 permitted Plaintiff and other Aggrieved Employees to use such seats when it does not interfere
25 with the performance of their duties when employees are not engaged in the active duties of
26 their employment and the nature of their work requires standing. Plaintiff and other Aggrieved
27 Employees have personally suffered these violations. Plaintiff is informed and believes that
28 this has resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other

1 Aggrieved Employees have personally suffered violations thereto and Plaintiff would be liable
2 for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections
3 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges,
4 that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
5 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code
6 section 2699(f)(2)(B)(ii).

7 **Penalties**

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

13 **76.** Penalties under California Labor Code § 2699 in the amount of up to two
14 hundred dollars (\$200) for each aggrieved employee per pay period for each alleged violation
15 listed Ghulam Ashiq and Plaintiff's LWDA Notices.

16 **77.** Penalties under California Labor Code § 210 in the amount of a hundred dollars
17 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
18 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus
19 25% of the amount unlawfully withheld;

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

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

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

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

3 **82.** Any and all additional penalties and sums as provided by the Labor Code and/or
4 other statutes; and

5 **83.** Attorneys' fees and costs as permitted by law.

6 **SEVENTH CAUSE OF ACTION**

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

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

9 **THE CLASS)**

10 **84.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 83 as
11 though fully set for herein.

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

18 **86.** Defendants' utilization of such business practices constitutes unfair, unlawful
19 competition and provides an unfair advantage over Defendants' competitors.

20 **87.** The acts complained of herein occurred within the last four years preceding the
21 filing of the complaint in this action.

22 **88.** Defendants have engaged in unlawful, deceptive and unfair business practices,
23 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set
24 forth above, thereby depriving Plaintiff and the Class the minimum working condition
25 standards and conditions due to them under the California laws and IWC Wage Orders as
26 specifically described therein.

27 **89.** Plaintiff seeks, on his own behalf, and on behalf of other members of the Class
28 who are similarly situated, full restitution of monies, as necessary and according to proof, to

1 restore any and all monies withheld, acquired and/or converted by the Defendants by means of
2 the unfair practices complained of herein.

3 **PRAYER FOR RELIEF**

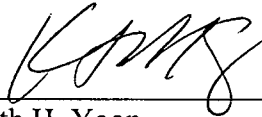
4 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
5 this suit is brought against Defendants, jointly and severally, as follows:

- 6 1. For an order certifying the proposed Class;
- 7 2. For an order appointing Plaintiff as the representative of the as described herein;
- 8 3. For an order appointing counsel for Plaintiff as counsel for the Class;
- 9 4. Upon the First Cause of Action, for all meal period and rest break wages owed,
10 and for costs and attorney's fees;
- 11 5. Upon the Second Cause of Action, for all minimum wages owed and overtime
12 wages owed, liquidated damages and for costs and attorney's fees;
- 13 6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as
14 set forth in California Labor Code § 2802, and for costs and attorneys' fees;
- 15 7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute
16 as set forth in California Labor Code § 226, and for costs and attorneys' fees;
- 17 8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time
18 wages according to proof pursuant to California Labor Code §203, and for costs
19 and attorney's fees;
- 20 9. Upon the Sixth Cause of Action, for civil penalties pursuant to statute as set
21 forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§
22 201, 202, 203, 204, 216, 225.5, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d),
23 1194, 1197, 1197.1, 1198, and 2802, and for costs and attorney's fees;
- 24 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly
25 affected members of the general public of all funds unlawfully acquired by
26 Defendants by means of any acts or practices declared by this Court to be in
27 violation of Business and Professions Code § 17200 *et seq.*; and
- 28 11. On all causes of action for attorneys' fees, interest, and costs as provided by

1 California Labor Code §§ 210, 218.5, 218.6, 226, 1194, 2699, and Code of Civil
2 Procedure § 1021.5, and for such other and further relief the Court may deem
3 just and proper.
4

5 DATED: September 24, 2026

YOON LAW, APC
BIBIYAN LAW GROUP, P.C.

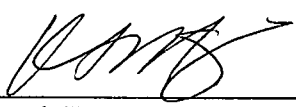
6
7 
8 _____
Kenneth H. Yoon
Molly A. DeSario
9 Attorneys for Plaintiff Reynaldo Camarena
10

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff, for himself and the Class and aggrieved employees, hereby demands a jury
13 trial as provided by California law.
14

15 DATED: September 24, 2026

YOON LAW, APC
BIBIYAN LAW GROUP, P.C.

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17 
18 _____
Kenneth H. Yoon
Molly A. DeSario
19 Attorneys for Plaintiff Reynaldo Camarena
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PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

)
)
)
ss.

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

On September 24, 2026, I served the following documents described as:

**THIRD AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES AND PENALTIES**

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

☐ (BY FACSIMILE)

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

☒ (BY CASE ANYWHERE)

Based on a court order to accept service by electronic means, I caused a true and correct copy of the document(s) to be served electronically on counsel of record by transmission to Case Anywhere.

☒ (BY E-MAIL)

The documents were sent to the email addresses listed in the Service List as an attachment, and were sent from the electronic service address referenced under the signature box below. Upon sending, no error or other indication that the electronic transmission was unsuccessful was reported.

☐ (BY MAIL)

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

☐ (BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)

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

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

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

Executed on September 24, 2026, at Pasadena, California.

Whitney Tsai

WHITNEY TSAI

<wtsai@yoonlaw.com>

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

3 **SERVICE LIST**

4 **VIA CASEANYWHERE**

5 **Attorneys for Defendant Disney**

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7 **Development, Inc., Disney Human Resources Strategies and Services, LLC**

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10 Emma Luevano

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12 Mitchell Silberberg & Knupp LLP

13 2049 Century Park East, 18th Floor,

14 Los Angeles, CA 90067-3120

15 Telephone: (310)312-2000

16 Facsimile: (310)312-3100

17 **VIA E-MAIL**

18 **Attorneys for Plaintiff Reynaldo Camarena**

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20 david@tomorrowlaw.com

21 Calyn V. Hadlock (SBN 352401)

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