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Attorneys for Plaintiff REYNALDO CAMARENA,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX105

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

REYNALDO CAMARENA, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff

v.

DISNEY WORLDWIDE SERVICES, INC., a
Florida corporation; DISNEY VACATION
CLUB SALES AND SERVICES, INC., a
Florida corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 30-2026-01542767-CU-OE-CXC

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff REYNALDO CAMARENA (“Plaintiff”), as an Aggrieved Employee, and on
2 behalf of all other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of
3 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Disney Worldwide
7 Services, Inc. and any of its respective subsidiaries or affiliated companies within the State of
8 California (“Disney Worldwide”), Disney Vacation Club Sales and Services, Inc. and any of its
9 respective subsidiaries or affiliated companies within the State of California (“Disney Vacation”)
10 (“Disney Worldwide,” and “Disney Vacation,” hereinafter, collectively, with DOES 1 through 100,
11 as further defined below, “Defendants”) as a proxy of the Labor and Workforce Development
12 Agency of the State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees
13 that worked for Defendants during the PAGA Period. Specifically, in connection with any alleged
14 claims for failure to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3,
15 226.7, 233, 234, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1197, 1197.1,
16 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to represent all current and
17 former employees that worked for Defendants during the PAGA Period. On all other claims
18 mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that
19 worked for Defendants during the PAGA Period. Collectively, these employees are herein referred
20 to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date notice
21 was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

22 **PARTIES**

23 2. Plaintiff REYNALDO CAMARENA is a resident of the State of California. At all
24 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff as a non-exempt employee. Plaintiff worked as a sales counselor with duties that
26 included, but were not limited to, selling vacation club memberships, developing sales pipelines,
27 and engaging guests through various formats. Plaintiff is informed and believes, and based thereon
28 alleges, that Plaintiff REYNALDO CAMARENA worked for Defendants from approximately June

1 of 2023 through the present.

2 3. Plaintiff is informed and believes and based thereon alleges that defendant Disney
3 Worldwide is, and at all times relevant hereto was, a corporation organized and existing under and
4 by virtue of the laws of the State of Florida and doing business in the County of Orange, State of
5 California. At all relevant times herein, Disney Worldwide employed Plaintiff and Aggrieved
6 Employees within the State of California.

7 4. Plaintiff is informed and believes and based thereon alleges that defendant Disney
8 Vacation is, and at all times relevant hereto was, a corporation organized and existing under and by
9 virtue of the laws of the State of Florida and doing business in the County of Orange, State of
10 California. At all relevant times herein, Disney Vacation employed Plaintiff and similarly situated
11 employees within the State of California.

12 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
14 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
15 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
16 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
17 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
18 the defendants designated hereinafter as DOES when such identities become known.

19 **JOINT LIABILITY ALLEGATIONS**

20 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant
21 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
23 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
24 to "Defendants," it shall include Disney Worldwide, Disney Vacation, and any of their parent,
25 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
26 identified herein.

27 7. Plaintiff is informed and believes and based thereon alleges that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant
5 was duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
10 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate employees, agents and representatives.

13 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
14 thereon alleges that Defendants, and each of them, are joint employers.

15 **JURISDICTION**

16 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
17 of Civil Procedure section 410.10.

18 11. Venue is proper in Orange County, California pursuant to Code of Civil Procedure
19 sections 392, *et seq.* because, among other things, Orange County is where the causes of action
20 complained of herein arose; the county in which the employment relationship began; the county in
21 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
22 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
23 and Defendants was actually performed; and the county in which Defendants, or some of them,
24 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
25 Employees in Orange County, and Defendants employ Aggrieved Employees in Orange County.

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 12. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
28 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even

1 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
2 recover civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all
3 other Aggrieved Employees of Defendants during the PAGA Period.

4 13. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
5 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
6 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
7 PAGA allegations described herein is not required.

8 14. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
9 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
10 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
11 PAGA Period.

12 15. Pursuant to Labor Code section 2699.3, on or around October 31, 2025, Plaintiff
13 provided written notice of Defendants' violation of various provisions of the Labor Code to the
14 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

15 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
16 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
17 calendar days of the PAGA Notice.

18 17. To the extent Defendants, or either of them, previously used the notice and cure
19 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
20 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
21 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
22 conference process pursuant to section 2699.3(f).

23 18. In the event that Defendants, or either of them, is/are determined to have satisfied
24 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
25 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
26 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

27 19. In the event that Defendants, or either of them, is/are determined to have, prior to
28 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff

1 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
2 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
3 section 2699(g)(1)-(3).

4 20. In the event that Defendants, or either of them is/are deemed to have adequately taken
5 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
6 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
7 Code section 2699(h)(1)-(3).

8 21. In the event, the LWDA and/or a court issued a finding or determination to the
9 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
10 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
11 any of them, would be subject to heightened penalties pursuant to Labor Code sections
12 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
13 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
14 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
15 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
16 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
17 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
18 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

19 **FACTUAL ALLEGATIONS**

20 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
21 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
22 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
23 Employees were not receiving all wages owed for work that was required to be performed.

24 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
26 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
27 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
28 wages.

1 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
2 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
3 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
4 including, without limitation, by requiring Plaintiff and Aggrieved Employees work through rest
5 periods. By way of example, Employee and, upon information and belief, Aggrieved Employees
6 were required to complete sales calls with customers during their rest breaks.

7 25. In addition, Defendants failed to include all forms of remuneration, including non-
8 discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of pay
9 during pay periods where overtime was worked.

10 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
12 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
13 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
14 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
15 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
16 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
17 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
18 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
19 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
21 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
22 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
23 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
24 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
25 Aggrieved Employees lawful meal periods by, without limitation, failing to provide a suitable break
26 area and not providing timely meal periods. Plaintiff and other Aggrieved Employees personally
27 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
28 alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each Aggrieved

1 Employee during the PAGA Period, and thus each Aggrieved Employee was owed one hour of
2 premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor
3 Code section 226.7. However, Plaintiff is informed and believes that those premium payments under
4 Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at
5 the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor
6 Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to
7 authorize the taking of compliant meal periods and for failing to provide premium pay under Labor
8 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
9 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
10 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
11 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
14 including, without limitation, work over four-hour periods (or major fractions thereof) without
15 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
16 and complete ten-minute rest periods in which the employees are completely relieved of all of their
17 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
18 rest periods by, without limitation, failing to provide rest periods all together; failing to provide a
19 suitable break area; not providing rest periods in a timely fashion; and otherwise requiring on-
20 duty/on-call rest periods. Plaintiff and other Aggrieved Employees personally suffered these
21 violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
22 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
23 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
24 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
25 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
26 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
27 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
28 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),

1 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
2 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
3 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
5 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 29. As a result of, among other things, Defendants' herein-described policy or practice
8 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
9 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
10 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
11 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
12 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
13 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
14 inclusive dates of the period for which the employee is paid; the name of the employee and only the
15 last four digits of their social security number or an employee identification number other than a
16 social security number; all deductions; all applicable hourly rates in effect during the pay period and
17 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
18 address of the employer, and other such information as required by Labor Code section 226,
19 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
20 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
21 Employees and the rates of pay at which they were or should have been paid (including due to failure
22 to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and
23 paid at each rate, as well. Consequently, Plaintiff is informed and believes, and based thereon
24 alleges, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
25 Employee during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee
26 personally suffered these violations and was owed penalties under Labor Code section 226 for each
27 pay period worked during the PAGA Period. Plaintiff is informed and believes that those penalties
28 under Labor Code section 226 were not paid for these violations of Labor Code section 226.

1 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
2 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
3 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
4 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
5 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
7 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
8 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
9 all overtime wages owed, including for failure to pay overtime at the proper rate of pay; all minimum
10 wages owed; and all premium pay owed, as set forth above, among other things. Consequently,
11 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
12 sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA
13 Period, and thus Plaintiff and each Aggrieved Employee personally suffered these violations and
14 was owed penalties under Labor Code section 203 for each pay period worked during the PAGA
15 Period. However, Plaintiff is informed and believes that those penalties under Labor Code section
16 203 were not made for these violations of Labor Code sections 201, 202, and 203. Defendants would
17 thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive
18 relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and believes, and based
19 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
20 fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties pursuant
21 to Labor Code section 2699(f)(2)(B)(ii).

22 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
23 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
24 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for use of personal
25 cellular phone for work purposes and purchasing miscellaneous office supplies in direct
26 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
27 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
28 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these

1 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
2 costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
3 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
4 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
5 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
6 Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
9 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
10 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
11 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
12 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
13 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
14 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
15 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
16 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
17 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
18 have personally suffered these violations. As such, Defendants would be liable for civil penalties
19 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
20 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
21 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
22 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
23 section 2699(f)(2)(B)(ii).

24 33. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
25 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
26 statements and similar payroll documents under Labor Code section 226, documents signed to
27 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
28 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and

1 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and
2 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
3 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
4 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
5 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
6 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
7 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
9 and has a policy or practice of failing to provide all working employees, including without limitation
10 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
11 Plaintiff is further informed and believes, and based thereon alleges that
12 Defendants failed to place an adequate number of seats in reasonable proximity to the work area
13 and/or permitted Plaintiff and other Aggrieved Employees to use such seats when it does not
14 interfere with the performance of their duties when employees are not engaged in the active duties
15 of their employment and the nature of their work requires standing. Plaintiff and other Aggrieved
16 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
17 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
18 Employees have personally suffered violations thereto and Plaintiff would be liable for civil
19 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
20 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
21 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
22 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 35. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
24 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
25 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
26 Employees pursuant to PAGA.

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1 **FIRST AND ONLY CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

3 36. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth hereat.

5 **Civil Penalties Under Labor Code § 210**

6 37. At all relevant times herein, Labor Code section 204, requires and required that:
7 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
8 between the 16th and 26th day of the month during which the labor was performed, and labor
9 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
10 between the 1st and 10th day of the following month.”

11 38. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

18 39. At all relevant times herein, Defendants have had a consistent policy or practice of
19 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
20 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
21 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
22 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
23 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
24 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
25 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
26 violation in connection with each payment that was made in violation of Labor Code section 204.

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1 to recover underpaid wages;

2 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
3 employee for each pay period for which the employee was underpaid in addition to
4 an amount sufficient to recover underpaid wages;

5 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

6 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
7 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
8 regulating wages, hours and days of work described herein, including but not limited to Labor Code
9 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

10 46. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
12 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
13 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
14 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

15 Violation of Labor Code § 1174.5

16 47. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
17 every person employing labor in California to “[a]llow any member of the commission or the
18 employees of the Division of Labor Standards Enforcement free access to the place of business or
19 employment of the person to secure any information or make any investigation that they are
20 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
21 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
22 or papers of the person.”

23 48. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
24 every person employing labor in California to “[k]eep a record showing the names and addresses of
25 all employees employed and the ages of all minors.”

26 49. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
27 every person employing labor in California to “[k]eep, at a central location in the state or at the
28 plants or establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
2 piece rate paid to, employees employed at the respective plants or establishments. These records
3 shall be kept in accordance with rules established for this purpose by the commission, but in any
4 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
5 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
6 earned.”

7 50. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
8 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
9 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
10 member of the commission or employees of the division to inspect records pursuant to subdivision
11 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

12 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
13 willfully failed to keep adequate or accurate time records including wage statements and similar
14 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
15 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
16 under Labor Code section 1174.

17 52. As a direct and proximate result of the herein-described Labor Code violations,
18 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
19 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
20 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

21 Violation of Labor Code § 1197.1

22 53. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
23 person acting either individually or as an officer, agent, or employee of another person, who pays
24 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
25 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
26 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
27 Section 203 as follows:

28 (1) For any initial violation that is intentionally committed, one hundred dollars

1 (\$100) for each underpaid employee for each pay period for which the
2 employee is underpaid. This amount shall be in addition to an amount
3 sufficient to recover underpaid wages, liquidated damages pursuant to Section
4 1194.2, and any applicable penalties imposed pursuant to Section 203.

5 (2) For each subsequent violation for the same specific offense, two hundred fifty
6 dollars (\$250) for each underpaid employee for each pay period for which the
7 employee is underpaid regardless of whether the initial violation is
8 intentionally committed. This amount shall be in addition to an amount
9 sufficient to recover underpaid wages, liquidated damages pursuant to Section
10 1194.2, and any applicable penalties imposed pursuant to Section 203.

11 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
12 Section 203, recovered pursuant to this section shall be paid to the affected
13 employee.”

14 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
15 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
16 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
17 Aggrieved Employees at the proper rates of pay, as described above.

18 55. As a direct and proximate result of the herein-described Labor Code violations,
19 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
20 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
21 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
22 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
23 subsequent violation.

24 Civil Penalties Under Labor Code § 2699

25 56. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
26 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
27 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
28 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil

1 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Labor Code section 2699.3.

3 57. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
4 each of them, violated the Labor Code sections described in the preceding paragraphs.

5 58. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
6 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
7 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
8 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

9 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
10 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
11 connection with their herein-described claims for civil penalties.

12 **PRAYER**

13 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
14 judgment against Defendants as follows:

- 15 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
16 1197.1, and 2699;
- 17 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
18 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 19 C. For equitable, including, without limitation, injunctive relief;
- 20 C. Pre-judgment and post-judgment interest;
- 21 D. For costs of suit incurred herein; and
- 22 E. Such other and further relief as the Court deems just and proper.

23 Dated: January 21, 2026

BIBIYAN LAW GROUP, P.C.

24
25 BY: /s/ Calyn V. Hadlock

MOLLY DESARIO

CALYN V. HADLOCK

Attorneys for Plaintiff REYNALDO

CAMARENA and on behalf of all other

28 Aggrieved Employees