

October 31, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of REYNALDO CAMARENA and Aggrieved Employees Under California Labor section 2699.3

Employer:

DISNEY WORLDWIDE SERVICES, INC.;
DISNEY VACATION CLUB SALES AND SERVICES, INC.
500 SOUTH BUENA VISTA STREET
BURBANK, CA 91521
(Certified Mail #:9589-0710-5270-2510-2610-60)

CSC LAWYERS INCORPORATING SERVICE
Registered Agents for:
DISNEY WORLDWIDE SERVICES, INC.
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833
(Certified Mail #:9589-0710-5270-2510-2610-77)

CSC LAWYERS INCORPORATING SERVICE
Registered Agents for:
DISNEY VACATION CLUB SALES AND SERVICES, INC.
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833
(Certified Mail #:9589-0710-5270-2510-2610-84)

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns REYNALDO CAMARENA’S (“Employee”) employment with Employee’s former employers: Disney Worldwide Services, Inc and Disney Vacation Club Sales and Services, Inc. (“Employer”). Employee was employed as a non-exempt employee of Employer, at without limitation, 1313 Disneyland Drive, Anaheim, CA 92802, with duties that included, but were not limited to, selling vacation club memberships, developing sales pipelines, and engaging guests through various formats, from approximately January of 2023 through the present. Employee seeks to represent non-exempt employees of Employer, and each of them, as

further set forth below. All employees that Employee seeks to represent, as detailed in this paragraph, shall be referred to as “Aggrieved Employees.” Moreover, the allegations herein shall encompass the “PAGA Period,” which shall refer to three years preceding the date of this letter and continuing past the date of this letter into perpetuity.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum and overtime wages for all minutes worked, at the proper rates of pay. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552).

Employer failed to accurately track and/or pay for all minutes actually worked by Employee and Aggrieved Employees. Employer also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Employee and other Aggrieved Employees to work through rest periods. By way of example, Employee and, upon information and belief, Aggrieved Employees were required to complete sales calls with customers during their rest breaks.

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

Given Employee personally suffered these violations of the overtime laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the minimum wage and overtime laws, including potential violations for requiring Aggrieved Employees to complete pre-shift tasks prior to clocking in, complete post-shift tasks after clocking out, to clock out for meal periods and continue working, and to make phone calls off the clock. These practices were all to the detriment of Employee and other Aggrieved Employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked. Thus, Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for work each day for each Aggrieved Employee in the PAGA Period. Employee is further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Moreover, Employee is informed and believes, and based thereon alleges, that Employer further violated Labor Code sections 223, 551, 552, 1194, 1198, and applicable Wage Orders based

on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other Aggrieved Employees to damages, including, without limitation, unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling Employee and other Aggrieved Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof. By way of example, Employer regularly denied Employee and Aggrieved Employees lawful meal periods by failing to provide a suitable break area; not providing timely meal periods. Given Employee personally suffered these violations of the meal period laws, Employee also seeks to represent Aggrieved Employees in connection with other violations of the meal period laws, including potential violations for unprovided meals, late meals, short meals, interrupted meals, auto-deducted meals, meals for which Aggrieved Employees were not relieved of all duties, and meals for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at his or her regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the Aggrieved Employees are completely relieved of all of their duties, including, without limitation failing to provide rest periods all together; failing to provide a suitable break area; not providing rest periods in a timely fashion; and otherwise requiring on-duty/on-call rest periods. Given Employee personally suffered these violations of the rest period laws, Employee also seeks to represent Aggrieved Employees in

connection with other violations of the rest period laws, including potential violations for unprovided rest periods, short rest periods, interrupted rest periods, rest periods where Aggrieved Employees are required to clock-out, rest periods for which Aggrieved Employees were not relieved of all duties, and rest periods for which Aggrieved Employees were not permitted to leave the premises, if any of these should be found. Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continues to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employee and the Aggrieved Employees personally suffered these violations, which in turn entitles Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of

Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, both independently and for the reasons stated above, also willfully and/or intentionally failed and refused, and continues to fail and refuse, to timely pay compensation to Employee and other terminated or resigned Aggrieved Employees, including but not limited to, all overtime wages owed, all minimum wages owed; and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse Employee and other Aggrieved Employees, with their costs incurred for use of personal cellular phone for work purposes and purchasing miscellaneous office supplies in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer is liable to reimburse Employee and other Aggrieved Employees for the costs incurred in furtherance of work duties. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and

do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations and was malicious, fraudulent, and/or oppressive. Thus, Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If within five (5) years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, Employer would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, Employer would thus be subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Molly DeSario

Molly DeSario