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TORRES, and Other Aggrieved  
7 Employees and On Behalf of the  
General Public as Private Attorneys  
8 General

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF ORANGE**

11 CHARLIE TORRES, an individual, et al.,  
12 On Behalf of Themselves and All Others  
Similarly Situated and On Behalf of the  
13 General Public as Private Attorneys  
General;

14 Plaintiffs,

15  
16 v.

17 WALT DISNEY PARKS AND  
18 RESORTS US, INC., A Florida  
Corporation; DISNEY WORLDWIDE  
19 SERVICES INC., a Florida Corporation;  
20 and DOES 1 through 250,  
21

CASE NO.:

**CLASS ACTION COMPLAINT FOR**  
**DAMAGES, PENALTIES, ATTORNEYS**  
**FEES, AND INJUNCTIVE RELIEF FOR,**  
***INTER ALIA*, LABOR CODE WAGE AND**  
**HOUR VIOLATIONS**

**DEMAND FOR JURY TRIAL**

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Defendants.

1 Plaintiff CHARLIE TORRES and Other Aggrieved Employees, (hereinafter  
2 “Plaintiffs”) on behalf of themselves and acting for the interests of other current and former  
3 employees, allege as follows:

4 **NATURE OF THE ACTION**

5 1. This is an underpayment of wages class action pursuant to California Code of  
6 Civil Procedure § 382, on behalf of Plaintiffs and all individuals working or having worked as  
7 “Maintenance Engineers” (“Class Members”) for Defendants WALT DISNEY PARKS AND  
8 RESORTS US, INC. and DISNEY WORLDWIDE SERVICES INC, (hereinafter “DISNEY” or  
9 “DEFENDANT EMPLOYER”) within the State of California.

10 2. Plaintiff is informed and believe and, based thereon allege, that the Class  
11 Members consist of approximately 100 current and former Maintenance Engineer employees  
12 and 16 Assistant Maintenance Engineer employees (hereinafter “Maintenance Engineer(s)").  
13 This class of employees were required by DISNEY to supply their own hand tools.

14 3. DISNEY failed to pay Plaintiff and other Class Members/Aggrieved Employees  
15 the required double the minimum as prescribed by the Wage Orders for requiring they bring  
16 their own hand tools.

17 4. Because of the underpayment of wages (i.e., less than the required double the  
18 minimum wage) DISNEY failed to pay the correct regular rate, overtime rate or daily rate.  
19 DISNEY also failed to accurately itemize in wage statements for failure to set the correct rate as  
20 required by the Wage Orders.

21 5. Pursuant to company policy and/or practice and/or direction, for Plaintiff  
TORRES and the proposed Class in paying less than the required double minimum wage,  
DISNEY failed to: (1) provide final paychecks immediately upon involuntary termination or

1 within 72 hours of voluntary separation; (2) pay final wages at the location of employment;  
2 and/or (3) include all wages due in the final paychecks.

3 6. Plaintiff, on behalf of himself and all Class Members, bring this action pursuant  
4 to Labor Code §§ 201, 202, 203, 218.5, 218.6, 226, 226.7, 226.8, 510, 1194, 1197, 1198, 2082,  
5 2998 et seq. California Code of Regulations, Title 8, § 11050 and Industrial Welfare  
6 Commission Wage Order No. 4, for unpaid wages, penalties, injunctive and other equitable  
relief, and reasonable attorneys' fees and costs.

### 7 **JURISDICTION AND VENUE**

8 7. Pursuant to Article VI, § 10 of the California Constitution, subject matter  
9 jurisdiction is proper in the Superior Court of California, County of Los Angeles, State of  
10 California.

11 8. This Court has personal jurisdiction over the Defendants because Defendants  
12 conduct business in California and because the events or transactions giving rise to this action  
occurred within California.

13 9. Pursuant to § 395 of the California Code of Civil Procedure, venue as to each  
14 Defendant is proper in the Superior Court of California for Orange County, because this is  
15 where Plaintiff is employed as an Assistant Maintenance Engineer, and this is where the  
16 wrongful misconduct alleged herein occurred. Defendants operate a theme park and hotel,  
17 employ hourly employees, conduct business, and commit Labor Code violations in Orange  
18 County, and each Defendant is within the jurisdiction of this Court for serve of process  
19 purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly  
20 situated within the State of California and within Orange County. Defendants employ numerous  
21 Class Members in Orange County.

### **PARTIES**

1           10.     The named Plaintiff, CHARLIE TORRES, is a natural person and a citizen of  
2 the State of California.

3           11.     Defendant WALT DISNEY PARKS AND RESORTS US, INC, and DISNEY  
4 WORLDWIDE SERVICES, INC. (hereinafter collectively referred to as “DISNEY” or  
5 “DEFENDANT EMPLOYER”) is, and at all times herein mentioned, was a Florida corporation  
6 that is engaged in the ownership and operation of hotels in Orange County with the capacity to  
7 sue and to be sued, and doing business, with the same principal place of business located at  
8 1150 Magic Way, Anaheim, California 92802.

9           12.     Plaintiffs are informed and believe and thereon allege, that each of the  
10 Defendants herein were at all times the agent, employee, or representative of each remaining  
11 Defendant and were at all times herein acting within the scope and purpose of said agency and  
12 employment. Plaintiffs further allege that as to each Defendant, whether named or referred to as  
13 a fictitious name, supervised, ratified, controlled, acquiesced in, adopted, directed, substantially  
14 participated in, and/or approved the acts, errors, or omissions, of each remaining Defendant.

15           13.     On information and belief, Plaintiff and all other members of the proposed Class  
16 experienced Defendants’ common company policy of requiring Maintenance Engineers to  
17 provide their own hand tools and equipment. On information and belief, Defendants willfully  
18 failed to pay their employees and members of the Plaintiff Class required double-minimum  
19 wage for supplying their own tools for essential job performance as prescribed by the Wage  
20 Orders.

21           14.     On information and belief, Plaintiff and all other members of the proposed Class  
experienced Defendants’ common company policy of providing no rest periods and no meal  
periods to employees working at least five hour shifts or second meal periods for shifts of at  
least ten hours nor compensation in lieu thereof. On information and belief, Defendants willfully

1 failed to pay their employees and members of the Plaintiff Class in a timely manner rest and  
2 meal period compensation due and owing to them upon termination of their employment with  
3 Defendants.

4 15. On information and belief, Plaintiff and all other members of the proposed Class  
5 experienced Defendants' common company policy of failing to fully compensate Plaintiff Class  
6 for hours worked in excess of 8 hours in a day, nor paid the correct overtime rate for applicable  
overtime hours worked.

7 16. The true names and capacities of the Defendants named herein as DOES 1  
8 through 250, inclusive, whether individual, corporate, partnership, association, or otherwise, are  
9 unknown to Plaintiffs who therefore sue these Defendants by such fictitious names. Plaintiff  
10 will request leave of court to amend this Complaint to allege their true names and capacities at  
such time as they are ascertained.

11 **GENERAL ALLEGATIONS**

12 17. Defendant DISNEY owns and operates theme parks and hotels throughout  
13 California, including Disneyland Hotel, and, at all times during the liability period, has  
14 conducted business in Orange County and elsewhere within California. At this hotel, Defendant  
15 has, among other things, employed persons as Assistant Maintenance Engineer.

16 18. On or around February 14, 2022, Plaintiff TORRES started working for  
Defendant DISNEY as an Assistant Maintenance Engineer.

17 19. During the liability period, Plaintiff TORRES and the Proposed Class were  
18 employed by Defendants as Maintenance Engineers or Assistance Maintenance Engineer  
19 (hereinafter "Maintenance Engineer(s)") and were paid on an hourly basis. Plaintiff and the  
20 members of the Plaintiff Class were not provided rest or meal periods or compensation in lieu  
21

1 thereof as mandated at the correct hourly rate of double the minimum wage pursuant to the  
2 Wage Orders.

3 20. On information and belief, Defendants are and were well aware that Maintenance  
4 Engineers were not provided rest and meal periods. Defendants' denial of wages and other  
5 compensation due to Plaintiff and members of the Plaintiff Class in the position of Maintenance  
6 Engineer was willful and deliberate.

7 21. Under California Wage Orders, employees required to bring their own tools must  
8 be paid double the minimum wage.

9 22. DISNEY did not pay at least double the minimum wage to Plaintiff and the  
10 Proposed Class who were entitle to same under the Wage Orders for being required to bring  
11 their own hand tools.

12 23. Under California law, all employers must provide wage statement listing twelve  
13 specific items as set forth in Labor Code § 226, including the accurate accounting of hours  
14 worked.

15 24. Plaintiffs and Class Members were not paid the correct rate for all the overtime  
16 hours they worked on those periods as the regular rate was not the required double-minimum  
17 wage.

18 25. For those in the proposed class that were fired, DISNEY failed to provide unpaid  
19 wages in their last paycheck, as they were under not calculated correctly from the inception.

20 26. To date, DISNEY has not paid Plaintiffs and Class Members all their wages due  
21 and payable to them, in an amount to be proven at trial.

22 27. Plaintiff worked approximately 40 hours per week, sometimes more, sometimes  
23 less.

24 28. Plaintiff clocked in and out to report his time worked.

1           29.     Plaintiff reported to a supervisor.

2           30.     Plaintiff managed no people.

3           31.     Plaintiff is still employed by Defendants.

4                               **CLASS ACTION ALLEGATIONS**

5           32.     This Plaintiffs brings this action on behalf of himself, and all others similarly  
6 situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to  
7 represent a class composed of and defined as follows:

8                   All persons who are employed or have been employed by  
9 Defendants in the State of California who, within four (4) years of  
10 filing of this **Complaint**, have worked as Maintenance Engineers  
11 that were expressly required to provide their own hand tools and  
12 equipment necessary for the performance of their essential  
13 functions but have not been paid the required hourly rate of  
14 double minimum wage, have not been provided a rest period for  
15 every four hours or major fraction thereof worked per day nor  
16 were the Maintenance Engineers provided compensation of one  
17 hour's pay or other compensation for each day on which such rest  
18 periods were not provided.

19           33.     Plaintiffs reserve the right under Rule 1855, subdivision (b), of the California  
20 Rules of Court, to amend or modify the Class description with greater specificity or further  
21 division into subclasses or limitation to particular issues.

          34.     This action has been brought and may properly be maintained as a Class Action  
under Code of Civil Procedure § 382 because there is a well-defined community of interest in  
the litigation and the proposed Class is easily ascertainable.

**A.     Numerosity**

          35.     The potential members of the Class as defined are so numerous or many that  
joinder of all the members of the Class is impracticable. While the precise number of Class  
Members has not been determined at this time, Plaintiffs are informed and believe, and on that  
basis allege, that DISNEY currently employs, and during the relevant time periods employed,  
over 100 Maintenance Engineers and 16 Assistant Maintenance Engineers.



1     **B.     Commonality**

2             36.     There are questions of law and fact common to the Class that predominate over  
3 any questions affecting only individual Class Members. These common questions of law and  
4 fact include, without limitation and subject to possible further amendment:

5             (a) Whether Defendants' failure to double the minimum wage despite the  
6 requirement that Maintenance Engineer employees provide their own  
7 hand tools and equipment is illegal under Wage Order No. 4-2001 § 9(B);

8             (a) Whether Defendants' policy or practice of not paying the correct premium  
9 for meal premiums for on-duty breaks is illegal under Labor Code §§  
10 226.7 and Wage Orders No. 4-5;

11            (b) Whether Defendants' policy or practice of not paying Plaintiffs overtime  
12 compensation, at the correct overtime rate, for the hours they worked over  
13 40 in a workweek or eight hours in a day is illegal under Wage Order No.  
14 4-5, and Labor Code §§ 510, 1194, and 1198;

15            (c) Whether Defendants violated Labor Code §§ 226 by not providing accurate pay  
16 stubs for failure to state the correct hourly rate of double-minimum wage;

17            (d) Whether Defendants' policy or practice of not paying Maintenance  
18 Engineer at least double the minimum wage is a violation of Wage Order  
19 No. 4-5, and Labor Code §§ 1194 and 1197;

20            (e) Whether Defendants' policy or practice of not paying Maintenance  
21 Engineer all their wages due in their final paychecks immediately upon  
involuntary termination or when 72 hours notice was provided before  
voluntary resignation, is unlawful under Wage Order No. 4-5, and Labor  
Code §§ 201, 202 and/or 203;

1 (f) The nature and extent of class-wide injury and the measure of damages,  
2 restitution penalties, or other monetary relief owed.

3 **C. Typicality**

4 37. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs and all  
5 members of the Class sustained injuries and damages arising out of and caused by Defendants'  
6 common course of conduct and policies in violation of laws, regulations that have the force and  
7 effect of law and statutes as alleged herein. Plaintiffs' claims are thereby representative of and  
8 co-extensive with the claims of the class. Plaintiffs' claims are typical of the claims of the  
9 members of the Class because they were hourly-paid employees who, like the other members of  
10 the Class, sustained damages and losses arising out of the Defendants' unlawful conduct, which  
11 includes, but is not limited to, the following: requiring employees to purchase and bring  
12 essential tools and equipment necessary for performance without paying double the minimum  
13 wage pursuant to the Wage Orders, repeatedly failing to pay – or indeed ever pay –for all earned  
14 hours worked double the rate of the double-minimum wage requirement for requiring  
15 employees to bring own tools; failure to provide accurate wage statements; failure to pay meal  
16 break premiums, and failing to pay Plaintiffs and Class Members all wages due immediately  
17 upon termination, and include all wages in said final paychecks.

18 **D. Adequacy of Representation**

19 38. Plaintiffs are members of the Class, do not have any conflicts of interest with  
20 other Class Members, and will prosecute the case vigorously on behalf of the Class. Counsel  
21 representing Plaintiffs are competent and experienced in litigating large employment class  
actions, including wage and overtime class actions. Plaintiffs will fairly and adequately  
represent and protect the interests of the Class Members.

**E. Superiority of Class Action**

1           39. A class action is superior to other available means for the fair and efficient  
2 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and  
3 questions of law and fact common to the Class predominate over any questions affecting only  
4 individual members of the Class. Each Class Member has been damaged or suffered injury and  
5 is entitled to recovery by reason of Defendants' illegal policies and/or practices including but not  
6 limited to failing to pay – or indeed ever pay -- overtime compensation to its employees; failing  
7 to pay double the minimum wage; failing to provide accurate wage statements; and failing to  
8 pay Plaintiffs and Class Members all wages due immediately upon involuntary termination,  
9 within 72 hours of voluntary resignation, paying said final wages at the place of employment,  
10 and including all wages in said final paychecks. Class Action treatment will allow those  
11 similarly situated persons to litigate their claims in the manner that is most efficient and  
12 economical for the parties and the judicial system.

13           40. Class Action treatment will allow those similarly situated persons to litigate their  
14 claims in the manner that is most efficient and economical for the parties and the judicial  
15 system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the  
16 management of this action that would preclude maintenance as a Class Action.

17           41. Plaintiffs bring this action on behalf of himself and on behalf of others similarly  
18 situated current employees and former employees pursuant to Code of Civil Procedure § 382  
19 and as Class Claims. The Class of employees that Plaintiffs seek to represent includes all  
20 individuals employed as a “Maintenance Engineer”:

- 21           a. Who did not receive double-minimum wages; and/or
- b. Who did not receive the correctly calculated rest breaks and/or  
            meal premiums; and/or
- c. Who did not receive overtime compensation; and/or

- 1 d. Who did not get accurate wage statements; and/or
- 2 e. Who were not timely paid all wages owed upon involuntary
- 3 termination, or within 72 hours of voluntary resignation, at the
- 4 place of employment; and/or

5 For the reasons alleged in this Complaint, this action should be certified as a

6 Class Action.

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9 **FIRST CAUSE OF ACTION**

10 **(Individual and Representative Claim**

11 **Failure to Pay Required Double Minimum Wages in Violation of**

12 **California Labor Code §§ 1182.12, 1194,**

13 **1194.2, 1197, and Wage Order No. 4-2001 § 9(B))**

14 **(Against DISNEY and Does 1-250)**

15 42. Plaintiffs re-allege and incorporate by reference the foregoing allegations as

16 though set forth herein.

17 43. Pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197, it is unlawful for a

18 California employer to suffer or permit an employee to work without paying wages for all hours

19 worked, as required by the applicable Industrial Welfare Commission (“IWC”) Wage Order.

20 44. Wage Order No. 4-2001 § 9(B) requires that “when tools or equipment are

21 required by the employer or are necessary to the performance of a job, such tools and equipment

shall be provided and maintained by the employer, except that an employee whose wages are at

least two (2) times the minimum wage provided herein may be required to provide and maintain

hand tools and equipment customarily required by the trade or craft.”

1           45.     During all times relevant, Class Members including Plaintiffs, have not been paid  
2 double the minimum wages for all hours suffered or permitted to work in violation of the  
3 minimum wage provisions of California Labor Code §§ 1182.12, 1194, 1194.2, and 1197 and  
4 IWC Wage Order Nos. 4 (9B), 5-1998, 5-2000, and 5-2001.

5           46.     Defendants explicitly required Mechanical Engineers to personally pay for tools  
6 and equipment for job performance. Defendants have intentionally failed and refused, and  
7 continue to fail and refuse, to pay Class Members, including Plaintiff TORRES, double the  
8 minimum wages for all earned work.

9           47.     Therefore, at all times relevant, Defendants operated under and continue to  
10 operate under a common policy and plan of willfully, regularly, and repeatedly failing and  
11 refusing to pay double the minimum compensation at the rates required by the California Law.

12           48.     Labor Code § 1194.2, subdivision (a) provides that, in an action to recover wages  
13 because of the payment of a wage less than the double the minimum wage fixed by IWC Wage  
14 Orders, an employee is entitled to recover liquidated damages in an amount equal to the wages  
15 unlawfully unpaid and interest thereon.

16           49.     Class Members, including Plaintiffs, should have received double the minimum  
17 wages in a sum according to proof during all times relevant to this action.

18           50.     Defendant DISNEY has knowingly and intentionally failed to comply with these  
19 provisions on each and every wage statement that should have been provided to Plaintiff and  
20 members of the proposed Class.

21           51.     Plaintiff TORRES on behalf of himself and the Class request the recovery of the  
unpaid break premiums, waiting time penalties, liquidated damages. interest, attorneys' fees,  
and costs in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**

**(Individual and Representative Claim for  
Failure to Provide Rest Periods Or Compensation In-Lieu in Violation of California  
Labor Code §§ 226.7; IWC Wage Order No. 4 and 5; Cal. Code Regs., Title 8 § 11050)  
(Against DISNEY and Does 1-250)**

52. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

53. By their failure to provide rest periods for every four hours or major fraction thereof worked per day to non-exempt employees and failing to provide compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and IWC Wage Order Nos. 5-1998, 5-2000, and 5-2001. Plaintiff and the Class Members he seeks to represent did not willfully waive through mutual consent with Defendants rest or meal periods.

54. As a result of the unlawful acts of DISNEY, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226, 226.7, and IWC Wage Orders.

55. Sections 226 subdivision (a), and 1174 of the California Labor Code and IWC Wage Order No. 5 require Defendants to itemize in wage statements and to accurately report total hours worked by Plaintiff and the members of the proposed Class.

56. At all time relevant herein, IWC Wage Order No. 4 § 9 requires that "When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

1           57.     Class Members, including Plaintiff TORRES, should have received double the  
2 double the minimum wages in a sum according to proof during all times relevant to this action.

3           58.     DISNEY has knowingly and intentionally violated provisions by persistently  
4 paying Mechanical Engineers below double the minimum wage, and denying appropriate rates  
5 for on-duty break premiums on every wage statement owed to the Plaintiff and members of the  
6 proposed Class.

7           59.     Plaintiff TORRES on behalf of himself and the Class request the recovery of the  
8 unpaid break premiums, waiting time penalties, liquidated damages. interest, attorneys' fees,  
9 and costs in an amount to be determined at trial.

10                   **THIRD CAUSE OF ACTION**

11                   **(Individual and Representative Claim Failure to Pay Required Overtime**

12                   **Wages in Violation of California Labor Code § 510, 1194 & 1198)**

13                   **(Against DISNEY and Does 1-250)**

14           60.     Plaintiffs re-allege and incorporate by reference the foregoing allegations as  
15 though set forth herein.

16           61.     California Labor Code § 510 provides that employees in California shall not be  
17 employed more than eight hours in any workday or 40 hours in a workweek unless they receive  
18 additional compensation beyond their regular wages in amounts specified by law.

19           62.     California Labor Code §§ 1194 and 1198 provide that employees in California  
20 shall not be employed more than eight hours in any workday unless they receive additional  
21 compensation beyond their regular wages in amounts specified by law. Additionally, California  
Labor Code § 1198 states that the employment of an employee for longer hours than those fixed  
by the Industrial Welfare Commission is unlawful. The governing Wage Order of the Industrial

1 Welfare Commission requires, among other things, payment of a premium wage rate for all  
2 hours worked in excess of 8 hours per day or 40 hours per week.

3 63. Still, DISNEY fails to compensate Plaintiff for all overtime hours worked in  
4 excess of eight hours per day and/or 40 hours per week as required by the Labor Code §§ 510  
5 and 1194. Specifically, Plaintiffs were either not paid for hours worked in excess of 8 hours in a  
6 day, or Plaintiff and Class members were not paid the overtime rate for applicable overtime  
hours worked.

7 64. At all times relevant, DISNEY has also operated under and continues to operate  
8 under a common policy and plan of willfully, regularly, and repeatedly failing and refusing to  
9 pay overtime compensation at the rates required by Labor Code § 510.

10 65. Plaintiff and the Class Members are informed and believe and based thereon  
11 allege that during all times relevant to the Class Period, DISNEY failed to comply with Labor  
12 Code § 510 and 1198 by virtue of DISNEY's unlawful failure to pay additional, premium rate of  
13 compensation to Plaintiff for his overtime hours worked, Plaintiff and Class members suffered  
and will continue to suffer.

14 66. As a result of the unlawful acts of DISNEY, Plaintiff TORRES on behalf of  
15 himself and the Class request the recovery of the unpaid break premiums, waiting time  
16 penalties, liquidated damages, interest, attorneys' fees, and costs in an amount to be determined  
17 at trial.

18 **FOURTH CAUSE OF ACTION**

19 **(Individual and Representative Claim for**

20 **Penalties for Violations of California Labor Code § 226 for**

21 **Failure to Provide Accurate Wage Statements)**



**(Against DISNEY and Does 1-250)**

67. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

68. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of § 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. . .” (Labor Code § 226 subdivision (a).)

69. Upon information and belief, during all times relevant to this action, Maintenance Engineers, including Plaintiff, never received any wage statement with all required information set forth under Labor Code § 226 from Defendants, and Plaintiffs suffered damages from the lack of on-duty premiums and overtime compensation.

1           70.     Plaintiffs allege that, on numerous occasions, an exact amount by which will be  
2 proven at trial, Defendants violated various provisions of § 226, including but not limited to  
3 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(6), (a)(7), (a)(8), and (a)(9) by failing to provide  
4 Plaintiffs accurate itemized statement in writing showing (1) gross wages earned, (2) total hours  
5 worked by the employee, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the  
6 period for which the employee is paid, (7) the name of the employee, (8) the name and address  
7 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
8 period and the corresponding number of hours worked at each hourly rate by the employee.

9           71.     For DISNEY's misconduct as alleged in this Complaint, Plaintiffs seek damages,  
10 penalties, costs and attorneys' fees pursuant to Labor Code § 226 subdivision (e) in an amount  
11 to be proven at trial.

12           72.     As a result of the unlawful acts of DISNEY, Plaintiff TORRES on behalf of  
13 himself and the Class request Plaintiffs seek injunctive relief and attorneys' fees and costs  
14 pursuant to § 226 subdivision (g) in an amount to be proven at trial.

15                           **FIFTH CAUSE OF ACTION**

16                           **(Individual and Representative Claim for**

17                           **Failure to Pay Timely Earned Wages During Employment and**

18                           **Upon Separation of Employment in Violation of**

19                           **California Labor Code §§ 201, 202, 203, 204, 218.5, and 218.6)**

20                           **(Against DISNEY and Does 1-250)**

21           73.     Plaintiffs re-allege and incorporate by reference the foregoing allegations as  
though set forth herein.

          74.     Pursuant to Labor Code § 201, "If an employer discharges an employee, the  
wages earned and unpaid at the time of discharge are due and payable immediately."

1           **75.** Pursuant to Labor Code § 202, “If an employee not having a written contract for  
2 a definite period quits his or her employment, his or her wages shall become due and payable  
3 not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his  
4 or her intention to quit, in which case the employee is entitled to his or her wages at the time of  
quitting.”

5           **76.** Labor Code § 203 provides, in pertinent part: “If an employer willfully fails to  
6 pay, without abatement or reduction, ... any wages of an employee who is discharged or who  
7 quits, the wages of the employee shall continue as a penalty from the due date thereof at the  
8 same rate until paid or until an action therefore is commenced; but the wages shall not continue  
9 for more than 30 days. ...”

10           **77.** Pursuant to Labor Code § 204, “all wages ... earned by any person in any  
11 employment are due and payable twice during each calendar month, on days designated in  
advance by the employer as the regular paydays.”

12           **78.** Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought for the  
13 nonpayment of wages and fringe benefits.

14           **79.** Plaintiffs and Class Members were not properly paid pursuant to the  
15 requirements of Labor Code §§ 201, 202, and 204 and thereby seek the unpaid wages. To date,  
16 for example, DISNEY has not paid Plaintiffs all earned wages.

17           **80.** Plaintiffs and Class Members are informed and believe and based thereon allege  
18 that Defendants willfully failed to pay Plaintiffs’ wages pursuant to the requirements of Labor  
19 Code §§ 201, 202, and 204, after Plaintiffs’ demand, and therefore Plaintiffs are entitled the  
20 associated unpaid wages and waiting time penalties. Plaintiffs are informed and believe and  
21 based thereon allege that Defendants did this with the intent to secure for himself a discount on

1 their indebtedness and/or with intent to annoy harass, oppress, hinder, delay and/or defraud  
2 Plaintiffs.

3 **81.** Plaintiff and Class Members have been deprived of their rightfully earned wages  
4 as a direct and proximate result of DISNEY's failure and refusal to pay legally sufficient  
5 compensation and for the reasons alleged in this Complaint.

6 **82.** As a result of the unlawful acts of DISNEY, Plaintiff TORRES and the Class  
7 Members request the unpaid wages, waiting time penalties, interest, attorneys' fees, costs,  
8 damages, and other remedies in an amount to be proven at trial.

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15 **SIXTH CAUSE OF ACTION**

16 **(Individual and Representative Claim Under the California**

17 **Unfair Business Practices Act, California**

18 **Business and Professions Code §§ 17200, *et seq.*)**

19 **(Against DISNEY and Does 1-250)**

20 **83.** Plaintiffs re-allege and incorporate by reference the foregoing allegations as  
21 though set forth herein.

**84.** Defendants, and each of them, are "persons" as defined under Business and  
Professions Code § 17021.

1           **85.**     Plaintiffs are informed and believe and based thereon allege that Defendants  
2 committed the unfair business practices, as defined by Cal. Bus. & Prof. Code § 17200, *et seq.*,  
3 by violating the laws alleged to have been violated in this Complaint and which allegations are  
4 incorporated herein by reference and include, but are not limited to:

- 5           a. DISNEY's policy or practice of not paying Plaintiffs double the minimum  
6 wages and overtime compensation violated Labor Code §§ 2699 *et seq.*  
7 and Wage Order No. 4-2001 § 9(B);
- 8           b. DISNEY violated Labor Code §§226.7 and Wage Order No. 4-5 for not  
9 paying Plaintiffs meal premiums for on-duty breaks accurately;
- 10          c. DISNEY violated Labor Code §§ 510, 1194, and 1198 by not providing  
11 accurate wage statements reflecting all overtime earned and on-duty  
12 break premiums;
- 13          d. DISNEY violated Labor Code §§ 226 by not paying Plaintiffs overtime  
14 wages owed;
- 15          e. DISNEY violated Labor Code §§ Labor Code §§ 201, 202 and/or 203 by  
16 not timely paying hourly employees all of their wages due in their final  
17 paychecks immediately upon termination.

18           **86.**     The practices described above were unfair within the meaning of Cal. Bus. &  
19 Prof. Code § 17200, *et seq.*, because the acts were intentionally performed to harm Plaintiffs.

20           **87.**     Plaintiffs are informed and believe, and based thereon allege, that the unlawful,  
21 unfair and fraudulent business practices described above present a continuing threat to members  
of the public because it is believed that DISNEY continue to operate in the illegal manner as  
alleged above.

**88.**     Further, such skirting of the California labor laws presents a threat to the general  
public in that the enforcement of the labor laws is essential to ensure that all California  
employers compete equally, and that no California employer receives an unfair competitive  
advantage at the expense of its employees.

1           **89.**     As a result of the above-alleged misconduct, Plaintiffs, on behalf of himself and  
2 similarly aggrieved employees, have been deprived of lawful wages to which he/she or they  
3 were entitled and Plaintiffs and these similarly aggrieved employees have suffered damages, in  
4 an amount to be determined according to proof at trial.

5           **90.**     The unfair, fraudulent, and unlawful business practices of DISNEY are likely to  
6 continue because DISNEY appear to have a pattern and practice of committing the same type of  
7 misconduct as alleged herein; therefore, the imposition of a preliminary injunction is justified.

8           **91.**     As a direct and proximate result of the above-alleged misconduct, Plaintiffs are  
9 entitled to and hereby seeks injunctive relief and restitution for, among other things, back pay,  
10 and other lost benefits in an amount to be proven at trial for the last four years from the date this  
11 Complaint was filed.

12           **92.**     As a direct and proximate result of the aforesaid acts and conduct of DISNEY,  
13 Plaintiffs are entitled to and hereby seeks attorneys' fees as permitted by law and as provided for  
14 by §1021.5 of the California Code of Civil Procedure.

15                                   **SEVENTH CAUSE OF ACTION**

16                   **(Individual and Representative Claim Under the Private Attorney General Act,**

17                                   **California Labor Code §§ 2698, et seq.)**

18                                   **(Against DISNEY and Does 1-250)**

19           **93.**     Plaintiffs incorporate all paragraphs above as though fully set forth herein.

20           **94.**     California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiffs to recover  
21 civil penalties for the violation(s) of the Labor Code.

**95.**     At all times herein set forth, PAGA was applicable to Plaintiffs' employment by  
Defendants.

1           **96.**     At all times herein set forth, PAGA provides that any provision of law under the  
2 California Labor Code that provides for a civil penalty to be assessed and collected by the  
3 LWDA for violations of the California Labor Code may, as an alternative, be recovered through  
4 a civil action brought by an aggrieved employee on behalf of himself and other current or  
5 former employees pursuant to procedures in California Labor Code section 2699.3.

6           **97.**     Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved  
7 employee,” who is any person that was employed by the alleged violator and against whom one  
8 or more of the alleged violations was committed.

9           **98.**     Plaintiffs were jointly employed by Defendants and the alleged violations were  
10 committed against them during their time of employment and they are, therefore, an Aggrieved  
11 Employee. Plaintiffs and other employees are Aggrieved Employees as defined by California  
12 Labor Code section 2699(c) in that they are all current or former employees of Defendants who  
13 are or were employed as non-exempt employees, and one or more of the alleged violations were  
14 committed against them.

15           **99.**     Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
16 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following  
17 requirements have been met: The aggrieved employees shall give written notice by certified  
18 mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific  
19 provisions of the California Labor Code alleged to have been violated, including the facts and  
20 theories to support the alleged violations. The LWDA shall provide notice (hereinafter “LWDA  
21 Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to  
investigate the alleged violation within thirty (30) calendar days of the postmark date of the  
Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided  
within thirty-three (33) calendar days of the postmark date of the Employee’s Notice, the

1 aggrieved employee may commence a civil action pursuant to California Labor Code section  
2 2699 to recover civil penalties in addition to any other penalties to which the employee may be  
3 entitled.

4 **100.** On or about January 12, 2024, Plaintiff provided written notice to the LWDA via  
5 its online claim submission portal and notified Defendants of the specific provisions of the  
6 California Labor Code alleged to have been violated, including the facts and theories to support  
7 the alleged violations.

8 **101.** Plaintiffs will have satisfied the administrative prerequisites under California  
9 Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other  
10 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 510,  
11 1194, 1197, 1198 and 1770-1773 et seq.

12 **102.** Pursuant to California Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs and  
13 all other Aggrieved Employees are entitled to recover civil penalties against Defendants, in  
14 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,  
15 226(a), 510, 1194, 1197, 1198 and 1770-1773 et seq.

16 **103.** As a result of the unlawful acts of Defendants, Plaintiff TORRES and the Class  
17 Members are entitled to seek and recover reasonable attorneys' fees and costs pursuant to  
18 California Labor Code § 2699 and any other applicable statute.

#### 19 **PRAYER**

20 1. For damages according to proof, including loss of earnings, deferred  
21 compensation, and other employment benefits, and interest thereon;

2. For interest provided by law including, but not limited to, Civil Code § 3291;

3. For general unpaid wages at overtime wage rates and such general and special  
damages as may be appropriate;



- 1           4.     For statutory penalties pursuant to California Labor Code §226(e);
- 2           5.     For statutory wage penalties pursuant to California Labor Code §§ 1770-1773;
- 3           6.     For restitution of unpaid wages to Plaintiff and prejudgment interest from the day
- 4 such amounts were due and payable;
- 5           7.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to
- 6 California Code of Civil Procedure § 1021.5;
- 7           8.     For injunctive relief pursuant to California Business & Professions Code
- 8 § 17200, *et seq.*;
- 9           10.    For costs incurred by Plaintiff, including reasonable attorneys' fees and costs of
- 10 suit, in obtaining the benefits due to Plaintiffs and for violations of Plaintiffs' civil rights as set
- 11 forth above; and pursuant to the Labor Code §§ 218.5, 218.6, 226(e), 1194(a), 2699; and
- 12 California Code of Civil Procedure section 1021.5; and
- 13           11.    For such other and further relief as the court deems just and proper.

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16 Dated: March 5, 2024

17 WEST COAST TRIAL LAWYERS, APLC

18 By: \_\_\_\_\_

19 Ronald L. Zambrano  
20 Ashley J. Garay  
21 Attorneys for Plaintiffs

**DEMAND FOR JURY TRIAL**

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Plaintiffs hereby respectfully demand a jury trial.

Dated: March 5, 2024

WEST COAST TRIAL LAWYERS, APLC

By: \_\_\_\_\_  
Ronald L. Zambrano  
Ashley J. Garay  
Attorneys for Plaintiffs