

# **EXHIBIT “A”**

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

JAN 04 2018

Sherri R. Carter, Executive Officer/Clerk  
By: M. Soto, Deputy  
Moses Soto

**NOTICE TO DEFENDANT: WALT DISNEY PARKS AND RESORTS U.S. (AVISO AL DEMANDADO):** INC., a Florida Corporation; DISNEY ENTERTAINMENT PRODUCTIONS, a California Corporation; THE WALT DISNEY COMPANY, a Delaware Corporation;  
Additional Parties Attachment form is attached.  
**YOU ARE BEING SUED BY PLAINTIFF: DAVID ANTHONY PADILLA**, an (LO ESTÁ DEMANDANDO EL DEMANDANTE): individual, and on behalf of others similarly situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
Superior Court of California, County of Los Angeles  
111 North Hill Street  
Los Angeles, California 90012

CASE NUMBER:  
(Número del Caso): **BC 689172**

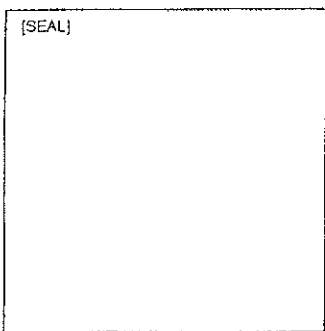
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Matthew J. Matern SBN: 159798  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Matern Law Group, PC  
1230 Rosecrans Avenue, Suite 200, Manhattan Beach, CA 90266

(310) 531-1900

DATE: **JAN 04 2018** **SHERRI R. CARTER** Clerk, by **M. Soto**, Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4.  by personal delivery on (date).

SUM-200(A)

SHORT TITLE: David Padilla v. The Walt Disney Company	CASE NUMBER:
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff   
 Defendant   
 Cross-Complainant   
 Cross-Defendant

DISNEY WORLDWIDE SERVICES, INC, a Florida Corporation; WALT DISNEY PARKS AND RESORTS WORLDWIDE, a California Corporation; and DOES 1 through 50, inclusive,

1 MATERN LAW GROUP, PC  
2 Matthew J. Matern (SBN 159798)  
3 Email: mmatern@maternlawgroup.com  
4 Tagore Subramaniam (SBN 280126)  
5 Email: tagore@maternlawgroup.com  
6 Daniel J. Bass (SBN 287466)  
7 Email: dbass@maternlawgroup.com  
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9 Manhattan Beach, CA 90266  
10 Tel: (310) 531-1900  
11 Facsimile: (310) 531-1901

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Superior Court of California  
County of Los Angeles

JAN 04 2018

Sherril R. Carter, Executive Officer/Clerk  
By: M. Soto, Deputy  
Moses Soto

8 Attorneys for Plaintiff DAVID ANTHONY  
9 PADILLA individually, and on behalf of  
10 others similarly situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES

BC 689172

13 DAVID ANTHONY PADILLA, an individual,  
14 and on behalf of others similarly situated

CASE NO.:

COMPLAINT

15 Plaintiff,

CLASS ACTION:

16 vs.

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

17 WALT DISNEY PARKS AND RESORTS U.S.  
18 INC., a Florida Corporation; DISNEY  
19 ENTERTAINMENT PRODUCTIONS, a  
20 California Corporation; THE WALT DISNEY  
21 COMPANY, a Delaware Corporation; DISNEY  
22 WORLDWIDE SERVICES, INC, a Florida  
23 Corporation; WALT DISNEY PARKS AND  
24 RESORTS WORLDWIDE, a California  
25 Corporation; and DOES 1 through 50,  
26 inclusive,

22 Defendants

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 PLAINTIFF DAVID ANTHONY PADILLA (“PLAINTIFF”) an individual, demanding a  
2 jury trial, on behalf of himself and other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because  
5 PLAINTIFF is a resident of the State of California, and Defendants WALT DISNEY PARKS  
6 AND RESORTS U.S. INC., a Florida Corporation; DISNEY ENTERTAINMENT  
7 PRODUCTIONS, a California Corporation; THE WALT DISNEY COMPANY, a Delaware  
8 Corporation; DISNEY WORLDWIDE SERVICES, INC, a Florida Corporation; WALT DISNEY  
9 PARKS AND RESORTS WORLDWIDE, a California Corporation; and DOES 1 through 50  
10 inclusive (collectively “DEFENDANTS”), are qualified to do business in California and regularly  
11 conduct business in California. Further, no federal question is at issue because the claims are based  
12 solely on California law.

13 2. Venue is proper in this judicial district and the County of Los Angeles, California  
14 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS  
15 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact  
16 business in the County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and  
17 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and  
18 other persons similarly situated, in the County of Los Angeles.

19 **PLAINTIFF**

20 3. PLAINTIFF is a male resident of the State of California and a former employee of  
21 DEFENDANTS.

22 4. PLAINTIFF, on behalf of himself and other similarly situated current and former  
23 non-exempt employees of DEFENDANTS in the State of California at any time during the four  
24 years preceding the filing of this action, and continuing while this action is pending, brings this  
25 class action to recover, among other things, wages and penalties from unpaid wages earned and  
26 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime  
27 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and  
28 quitting employees, failure to indemnify employees for necessary expenditures and/or losses

1 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure  
2 to maintain required records, and interest, attorneys' fees, costs, and expenses.

3 5. PLAINTIFF brings this action on behalf of himself and the following similarly  
4 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt  
5 employees of DEFENDANTS in the State of California at any time within the period  
6 beginning four (4) years prior to the filing of this action and ending at the time this action  
7 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right  
8 to name additional class representatives.

9 **DEFENDANTS**

10 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
11 WALT DISNEY PARKS AND RESORTS U.S. INC. is, and at all times relevant hereto was, a  
12 Florida corporation organized and existing under the laws of the State of California. PLAINTIFF  
13 is further informed and believes, and thereon alleges, that DEFENDANT WALT DISNEY  
14 PARKS AND RESORTS U.S. INC. is authorized to conduct business in the State of California,  
15 and does conduct business in the State of California. Specifically, DEFENDANT WALT  
16 DISNEY PARKS AND RESORTS U.S. INC. maintains offices and facilities and conducts  
17 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,  
18 State of California.

19 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
20 DISNEY ENTERTAINMENT PRODUCTIONS is, and at all times relevant hereto was, a  
21 California corporation organized and existing under the laws of the State of California.  
22 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT DISNEY  
23 ENTERTAINMENT PRODUCTIONS is authorized to conduct business in the State of  
24 California, and does conduct business in the State of California. Specifically, DEFENDANT  
25 DISNEY ENTERTAINMENT PRODUCTIONS maintains offices and facilities and conducts  
26 business in, and engages in illegal payroll practices or policies in, the County of Los Angeles,  
27 State of California.

28 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT

1 THE WALT DISNEY COMPANY is, and at all times relevant herein was, a Delaware  
2 corporation organized and existing under the laws of the State of California. PLAINTIFF is  
3 further informed and believes, and thereon alleges, that DEFENDANT THE WALT DISNEY  
4 COMPANY is authorized to conduct business in the State of California, and does conduct  
5 business in the State of California. Specifically, upon information and belief, Defendant THE  
6 WALT DISNEY COMPANY maintains offices and facilities and conducts business in, and  
7 engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

8 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
9 DISNEY WORLDWIDE SERVICES, INC. is, and at all times relevant hereto was, a Florida  
10 corporation organized and existing under the laws of the State of California. PLAINTIFF is  
11 further informed and believes, and thereon alleges, that DEFENDANT DISNEY WORLDWIDE  
12 SERVICES, INC. is authorized to conduct business in the State of California, and does conduct  
13 business in the State of California. Specifically, DEFENDANT DISNEY WORLDWIDE  
14 SERVICES, INC. maintains offices and facilities and conducts business in, and engages in illegal  
15 payroll practices or policies in, the County of Los Angeles, State of California.

16 10. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT  
17 WALT DISNEY PARKS AND RESORTS WORLDWIDE is, and at all times relevant hereto was,  
18 a California corporation organized and existing under the laws of the State of California.  
19 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT WALT  
20 DISNEY PARKS AND RESORTS WORLDWIDE is authorized to conduct business in the State  
21 of California, and does conduct business in the State of California. Specifically, DEFENDANT  
22 WALT DISNEY PARKS AND RESORTS WORLDWIDE maintains offices and facilities and  
23 conducts business in, and engages in illegal payroll practices or policies in, the County of Los  
24 Angeles, State of California.

25 11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to  
26 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious  
27 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant  
28 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and

1 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were  
2 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the  
3 court to amend this Complaint to allege their true names and capacities of such DOE Defendants  
4 when ascertained.

5 12. At all relevant times herein, DEFENDANTS were the joint employers of  
6 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,  
7 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,  
8 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,  
9 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or  
10 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-  
11 Defendant, and each was the alter ego of the other.

12 13. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed  
13 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly  
14 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,  
15 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF  
16 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,  
17 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;  
18 failing to properly maintain records; failing to provide accurate itemized statements for each pay  
19 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary  
20 expenditures; and requiring, permitting or suffering the employees to work off the clock, in  
21 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

22 14. PLAINTIFF is informed and believes, and thereon allege, that each and every one  
23 of the acts and omissions alleged herein were performed by, and/or attributable to, all  
24 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control  
25 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course  
26 and scope of said agency, employment and/or direction and control.

27 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,  
28 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings



1 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this  
2 Court.

3 **CLASS ACTION DESIGNATION**

4 16. This action is appropriately suited for a Class Action because:

5 a. The potential class is a significant number. Joinder of all current and  
6 former employees individually would be impractical.

7 b. This action involves common questions of law and fact to the potential  
8 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices  
9 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the  
10 applicable IWC wage order, and the Business and Professions Code which prohibits unfair  
11 business practices arising from such violations.

12 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS  
13 subjected all non-exempt employees to identical violations of the Labor Code, the applicable  
14 IWC wage order, and the Business and Professions Code.

15 d. PLAINTIFF is able to fairly and adequately protect the interests of all  
16 members of the class because it is in his best interests to prosecute the claims alleged herein to  
17 obtain full compensation due to them for all services rendered and hours worked.

18 **FIRST CAUSE OF ACTION**

19 **Failure to Provide Required Meal Periods**

20 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 10-2001, § 11]**

21 **(Against all DEFENDANTS)**

22 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
23 allegations in preceding paragraphs.

24 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
25 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
26 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than  
27 the 30-minute meal period, or to work through them, and have failed to otherwise provide the  
28 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code

1 § 226.7, 512 and IWC Order No. 10-2001, § 11.

2 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage  
3 Order No. 10-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who  
4 were not provided with a meal period, in accordance with the applicable wage order, one  
5 additional hour of compensation at each employee’s regular rate of pay for each workday that a  
6 meal period was not provided.

7 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,  
8 1197, and IWC Wage Order No. 10-2001 by failing to compensate PLAINTIFF and CLASS  
9 MEMBERS for all hours worked during their meal periods.

10 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS  
11 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
12 earned and due, interest, penalties, expenses, and costs of suit.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Required Rest Periods**

15 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 10-2001, § 12]**

16 **(Against all DEFENDANTS)**

17 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
18 allegations in preceding paragraphs.

19 21. At all times relevant herein, as part of DEFENDANTS’ illegal payroll policies and  
20 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS  
21 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under  
22 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 10-2001, § 12.

23 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage  
24 Order No. 10-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not  
25 provided with a rest period, in accordance with the applicable wage order, one additional hour of  
26 compensation at each employee’s regular rate of pay for each workday that a rest period was not  
27 provided.

28 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS

1 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages  
2 earned and due, interest, penalties, expenses, and costs of suit.

3 **THIRD CAUSE OF ACTION**

4 **Failure to Pay Overtime Wages**

5 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 10-2001, § 3]**

6 **(Against all DEFENDANTS)**

7 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
8 allegations in preceding paragraphs.

9 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 10-  
10 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for  
11 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all  
12 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the  
13 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
14 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
15 on the seventh consecutive day of work in any workweek.

16 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt  
17 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage  
18 Order No. 10-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate  
19 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the  
20 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:  
21 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
22 California Labor Code §§ 510, 1194, and IWC Wage Order No. 10-2001, § 3; requiring,  
23 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,  
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest  
25 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS  
26 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to  
27 provide accurate itemized wage statements to PLAINTIFF for each pay period; and other  
28 methods to be discovered.

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27. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys’ fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

28. DEFENDANTS’ conduct described herein violates California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 10-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys’ fees, expenses, and costs of suit.

**FOURTH CAUSE OF ACTION**  
**Failure to Pay Minimum Wages**  
**[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 10-2001, § 4]**  
**(Against all DEFENDANTS)**

29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in preceding paragraphs.

30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 10-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF’s and CLASS MEMBERS’ records; failing to

1 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay  
2 period; and other methods to be discovered.

3 32. DEFENDANTS' conduct described herein violates California Labor Code §§  
4 1194, 1197, and IWC Wage Order No. 10-2001, § 4. As a proximate result of the aforementioned  
5 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to  
6 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,  
7 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and  
8 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by  
9 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

12 **[Cal. Labor Code §§ 201, 202, 203]**

13 **(Against all DEFENDANTS)**

14 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
15 allegations in preceding paragraphs.

16 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are  
17 required to pay all earned and unpaid wages to an employee who is discharged. California Labor  
18 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued  
19 and unpaid at the time of discharge are due and payable immediately.

20 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are  
21 required to pay all accrued wages due to an employee no later than 72 hours after the employee  
22 quits his or her employment, unless the employee provided 72 hours previous notice of his or her  
23 intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

24 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
25 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is  
26 discharged or who quits, the employer is liable for waiting time penalties in the form of continued  
27 compensation to the employee at the same rate for up to 30 workdays.

28 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued

1 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with  
2 California Labor Code §§ 201 and 202.

3 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available  
4 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,  
5 together with interest thereon, as well as other available remedies.

6 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
7 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount  
8 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are  
9 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant  
10 to California Labor Code §§ 1194 and 2699.

11 **SIXTH CAUSE OF ACTION**

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226; IWC Wage Order No. 10-2001, § 7]**

14 **(Against all DEFENDANTS)**

15 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
16 allegations in preceding paragraphs.

17 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies  
18 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,  
19 DEFENDANTS knowingly and intentionally failed to maintain records as required under  
20 California Labor Code §§ 226, 1174, and IWC Wage Order No. 10-2001, § 7, including but not  
21 limited to the following records: total daily hours worked by each employee; applicable rates of  
22 pay; all deductions; meal periods; time records showing when each employee begins and ends  
23 each work period; and accurate itemized statements.

24 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
25 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
26 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,  
27 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including  
28 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,

1 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those  
2 provided in California Labor Code § 226(e), as well as other available remedies.

3 **SEVENTH CAUSE OF ACTION**

4 **Failure to Furnish Accurate Itemized Wage Statements**

5 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 10-2001, § 7]**

6 **(Against all DEFENDANTS)**

7 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the  
8 allegations in preceding paragraphs.

9 44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide  
10 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in  
11 writing showing each employee's gross wages earned, total hours worked, all deductions made,  
12 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and  
13 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the  
14 corresponding number of hours worked at each hourly rate, in violation of California Labor Code  
15 § 226 and IWC Wage Order No. 10-2001, § 7.

16 45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed  
17 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage  
18 statements in accordance with California Labor Code § 226(a).

19 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,  
20 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at  
21 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and  
22 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to  
23 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of  
24 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in  
25 California Labor Code § 226(e), as well as other available remedies.

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**EIGHTH CAUSE OF ACTION**

**Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of  
Duties**

**[Cal. Labor Code § 2802]**

**(Against all DEFENDANTS)**

47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in preceding paragraphs.

48. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer.

49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

50. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

**NINTH CAUSE OF ACTION**

**Unfair and Unlawful Business Practices**

**[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

**(Against all DEFENDANTS)**

51. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in preceding paragraphs.



1           52. Each and every one of DEFENDANTS' acts and omissions in violation of the  
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but  
3 not limited to DEFENDANTS' failure and refusal to provide required meal periods,  
4 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and  
5 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum  
6 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting  
7 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;  
8 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and  
9 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or  
10 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice  
11 under California Business and Professions Code § 17200 et seq.

12           53. DEFENDANTS' violations of California wage and hour laws constitute a business  
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over  
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and  
15 CLASS MEMBERS.

16           54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,  
17 rest periods, and other benefits as required by the California Labor Code, the California Code of  
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to  
19 record, report, and pay the correct sums of assessment to the state authorities under the California  
20 Labor Code and other applicable regulations.

21           55. As a result of DEFENDANTS' unfair and unlawful business practices,  
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense  
23 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be  
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS  
25 MEMBERS.

26           56. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and  
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not  
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.  
2 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged  
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the  
4 jurisdiction of this Court.

5 **TENTH CAUSE OF ACTION**

6 **Representative Action for Civil Penalties**

7 **[Cal. Labor Code §§ 2698–2699.5]**

8 **(Against All DEFENDANTS)**

9  
10 57. PLAINTIFF incorporates herein by specific reference as though fully set forth the  
11 allegations in all preceding paragraphs, with exception of the allegations in paragraph 16 and the  
12 subparagraphs thereto.

13 58. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor  
14 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other  
15 current and former employees of DEFENDANTS pursuant to the procedures specified in  
16 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed  
17 by DEFENDANTS and the alleged violations of the California Labor Code were committed  
18 against PLAINTIFF and CLASS MEMBERS.

19 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
20 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil  
21 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,  
22 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 1-2001, § 20, from DEFENDANTS in a  
23 representative action for the violations set forth above, including but not limited to violations of  
24 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and  
25 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’  
26 fees and costs pursuant to California Labor Code § 2699(g)(1).

27 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice by  
28 online filing on October 17, 2017 to the California Labor and Workforce Development Agency

1 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California  
2 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories  
3 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has  
4 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

5 61. Therefore, PLAINTIFF has complied with all of the requirements set forth in  
6 California Labor Code § 2699.3 to commence a representative action under PAGA.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly  
9 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,  
10 and each of them, as follows:

- 11 1. For compensatory damages in an amount to be ascertained at trial;
- 12 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well  
13 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 14 3. For meal and rest period compensation pursuant to California Labor Code § 226.7  
15 and IWC Wage Order No. 10-2001;
- 16 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 17 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from  
18 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and  
19 from engaging in the unlawful business practices complained of herein;
- 20 6. For waiting time penalties pursuant to California Labor Code § 203;
- 21 7. For statutory and civil penalties according to proof, including but not limited to all  
22 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 23 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor  
24 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable  
25 provision providing for pre-judgment interest;
- 26 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code  
27 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions  
28 providing for attorneys’ fees and costs;

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10. For declaratory relief;

11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;

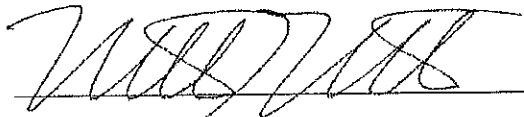
12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DATED: January 3, 2018

Respectfully submitted,

**MATERN LAW GROUP, PC**

By: 

Matthew J. Matern  
Tagore Subramaniam  
Daniel J. Bass  
Attorneys for Plaintiff  
DAVID ANTHONY PADILLA,  
individually, and on behalf of other persons  
similarly situated

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**DEMAND FOR JURY TRIAL**

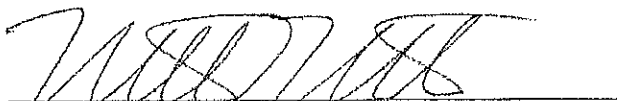
PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: January 3, 2018

Respectfully submitted,

**MATERN LAW GROUP, PC**

By:



Matthew J. Matern  
Tagore Subramaniam  
Daniel J. Bass  
Attorneys for Plaintiff  
DAVID ANTHONY PADILLA,  
individually, and on behalf of other persons  
similarly situated

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Five Walt Disney Companies Facing Wage and Hour Complaint in California](#)

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