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September 4, 2025

VIA PAGA FILING PORTAL

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: Employer Response to PAGA Notice, Case Number LWDA-CM-1110914-25

To California Labor & Workforce Development Agency:

On behalf of former employer Regus Management, LLC (“Regus”), I write to respond to the PAGA Notice submitted by Jennifer Sanford (“Ms. Sanford”) on July 10, 2025 through her attorneys at Wilshire Law Firm (the “Notice”).

Wilshire Law Firm has submitted more than 300 PAGA Notices this year, leveraging fill-in-the-blank templates to favor blistering speed over the providing adequate notice of facts and theories. For example, Wilshire Law Firm submitted the Notice within days of its PAGA Notice to California Commerce Club, Inc., LWDA-CM-1112028-25 (the “Commerce Club Notice”). The two PAGA Notices are nearly identical in length and content, which is not surprising since they both appear derived from the same template. Indeed, the signatory of the PAGA Notice to California Commercial Club failed to fill in all of the blanks he was supposed to, revealing several portions of the template bracketed so that Wilshire Law Firm can churn out notices that claim the same code violations to company after company with essentially no effort.

In so doing here, Wilshire Law Firm has submitted a PAGA Notice so devoid of facts and theories that it fails to meet Ms. Sanford’s notice requirement pursuant to the PAGA statute. Additionally, and to the extent the Notice arguably provides the required amount of facts and theories for any of the claims identified therein, such facts and theories are without merit. Either of those failures is independently dispositive, and both are addressed below as applicable for each asserted claim identified in the Notice.

1. Claim re Labor Code §§ 204, 510, 1194, 1197, and 1198 re Minimum, Straight Time, and Overtime Wages

The Notice asserts violations of Labor Code §§ 204, 510, 1194, 1197, and 1198 regarding unpaid minimum, straight Time, and overtime wages. Notice at 2-3. However, rather than including facts and theories in support of that claim, the Notice is a series of legal conclusions where the “only facts or theories that could be read into [the Notice] are those implied by the claimed violations of specific sections of the California Labor Code.” *Alcantar v. Hobart Serv.*, 800 F.3d 1047, 1057 (9th Cir. 2015) (finding notice inadequate); *see also Brown v. Ralphs Grocery Co.*, 239 Cal. Rptr. 3d 519, 529 (Cal. Ct. App. 2018) (similar); *Mireles v. Paragon Sys., Inc.*, 2016 WL 7634439, at *5 (S.D. Cal. Feb. 9, 2016) (similar).

Ms. Sanford alleges that she and the Aggrieved Employees were not compensated for work they performed “off-the-clock.” Notice at 3. No fact or theory can be read from that allegation. Instead, such allegation parrots elements of the violation: that uncompensated work was performed. The only specific contention by Ms. Sanford is that she was required to provide a tour to a prospective client during one of her uncompensated meal breaks, but allegations about one event that occurred only to the putative representative is insufficient to provide notice for purposes of a PAGA representative claim. *Khan v. Dunn-Edwards Corp.*, 228 Cal. Rptr. 3d 90, 95 (Cal. Ct. App. 2018) (granting summary judgment due to lack of notice because claims related to plaintiff only).

Ms. Sanford also alleges that Regus failed to properly calculate her regular rate of pay when paying overtime and thereby failed to keep proper records. Again, such conclusory allegations merely parrot elements of the violations: that Regus allegedly did not pay overtime and therefore violated overtime laws, and that Regus allegedly did not create proper records and therefore failed to keep proper records. As Wilshire Law Group’s template requires, no supporting facts or theories are even contemplated for addition. Instead, the signing attorney is supposed to merely fill in, for example “[Defendant Short Name]” before submitting a generalized demand. *Compare* Notice at 3 *with* Commerce Club Notice at 3.

2. Claims re Labor Code § 226.7 re Meal Periods and Rest Periods

The Notice asserts violations of Labor Code § 226.7 regarding meal periods and rest periods. Notice at 3-5. As with the unpaid minimum, straight time, and overtime wages claim addressed in Section 1 above, the Notice again is a series of legal conclusions where the “only facts or theories that could be read into [the Notice] are those implied by the claimed violations of specific sections of the California Labor Code.” *Alcantar*, 800 F.3d at 1057 (finding notice inadequate); *see also Brown*, 239 Cal. Rptr. 3d at 529 (similar); *Mireles*, 2016 WL 7634439, at *5 (similar).

Ms. Sanford alleges that she and the Aggrieved Employees were at times not provided “with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods)” and that Regus “continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission

to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law.” Notice at 3. Similarly, Ms. Sanford alleges that, at times, Regus “continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period.” *Id.* at 4. No fact or theory can be read from those allegations. Instead, such allegations parrots elements of the violation: that meal and rest breaks were not provided. Indeed, such generalized parroting of the elements appears to be intentional, as Wilshire Law Group uses the same fill-in-the-blank template from notice to notice. *Compare* Notice at 3-5 *with* Commerce Club Notice at 3-5.

Similarly, Ms. Sanford describes employees “answering calls and questions from walk-ins, and providing tours” (Notice at 4), which are essentially a description of the employees’ job responsibilities. Accordingly, the only facts or theories to be read from the Notice is that the employees were allegedly not given rest breaks and instead continued to work. That provides nothing except what can be “implied by the claimed violations of specific sections of the California Labor Code.” *Alcantar v. Hobart Serv.*, 800 F.3d 1047, 1057 (9th Cir. 2015) (finding notice inadequate); *see also Brown v. Ralphs Grocery Co.*, 239 Cal. Rptr. 3d 519, 529 (Cal. Ct. App. 2018) (similar); *Mireles v. Paragon Sys., Inc.*, 2016 WL 7634439, at *5 (S.D. Cal. Feb. 9, 2016) (similar).

The only specific contention by Ms. Sanford is that she specifically was assured her time clock entries would be manually adjusted to compensate for meal breaks through which she worked, and that did not happen. Notice at 3. However, that provides no specificity as to what violation occurred and, regardless, allegations about events relating only to the putative representative are insufficient to provide notice for purposes of a PAGA *representative* claim. *Khan*, 228 Cal. Rptr. 3d at 95 (granting summary judgment due to lack of notice because claims related to plaintiff only).

3. Claim re Labor Code § 204 re Twice-Monthly Payments and Overtime Rate, Labor Code §§ 1174 and 1174.5 re Record Keeping, Labor Code § 226 re Wage Statements, and Labor Code §§ 201-03 re Pay at Termination

The Notice asserts violations of Labor Code § 204 regarding twice-monthly payment of earned wages and overtime rate, Labor Code §§ 1174 and 1174.5 regarding record keeping, Labor Code § 226 regarding accurate wage statements, and Labor Code §§ 201-03 regarding pay at termination. Notice at 5-9. However, those claimed violations are based only on the assumption that the unpaid wage claims have merit and thus the payments Ms. Sanford and Aggrieved Employees received were inadequate and incorrect.¹ *Id.* Because Ms. Sanford’s unpaid wages claims do not have merit for reasons described in Section 1 and 2 above, these claims have no merit as well.

¹ For Ms. Sanford’s Section 1174 claim, she also includes various additional general assertions based on information and belief about unstated “off-the-clock work policies and practices.” Notice at 8. She does the same for her Sections 201-203 claim. Those general assertions are inadequate because they provide no facts or theories in support showing anything about how violations are

The only specific contention by Ms. Sanford is that her commissions were not included in calculating her overtime rate. However, allegations about events relating only to the putative representative are insufficient to provide notice for purposes of a PAGA *representative* claim. *Khan*, 228 Cal. Rptr. 3d at 95 (granting summary judgment due to lack of notice because claims related to plaintiff only).

4. Claim re Labor Code § 2802 re Reimbursements

The Notice asserts violations of Labor Code § 2802 regarding reimbursements for necessary expenditures. Notice at 7. Wilshire Law Group’s template requires its signing attorneys to “list items employees were required to purchase for work” (Commerce Club Notice at 8) to provide notice of a purported violation, by the Notice fails to include even that. The only “item” listed is the purported employee use of “personal cell phones for work related calls.” Notice at 7. But the vague claim that someone might have used a personal cell phone for a work related call does not mean that there was any work-related expenditure. There is no allegation that there was a requirement to purchase a cell phone, to subscribe to a particular voice plan, or even that the alleged calls cost the employee any money whatsoever, such that there would even be something to reimburse.

* * *

For the foregoing reasons, Ms. Sanford has described no meritorious PAGA claim, let alone provided notice of one. If you have any questions, please do not hesitate to contact me.

Very truly yours,

QUINN EMANUEL URQUHART & SULLIVAN, LLP

/s/ Jack Baumann

Jack Baumann

cc: Ruby Carrera, Esq.
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alleged to have occurred. Indeed, Wilshire Law Group merely includes those general assertions in its template for wide-spread inclusion. *Compare* Notice at 8-9 *with* Commerce Club Notice at 7-8. Even the one statement that appears to be a specific fact referring to what Ms. Sanford “recalls” is actually a generalized assertion drawn from that same template. *Compare* Notice at 6 (Ms. Sanford “recalls” a violation) *with* Commerce Club Notice at 6 (Mr. Grijalva “recalls” the same violation).