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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

11 ERIC COOPER, as a private attorney general
12 on behalf of the State of California and all
13 Aggrieved Employees,

14 Plaintiff,

15 vs.
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17 THE BOYS AND GIRLS CLUBS OF
18 GREATER REDLANDS-RIVERSIDE, a
19 California corporation; and DOES 1 through
100, inclusive,

20 Defendants.
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Case No.: CIVSB2603719

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Eric Cooper ("Plaintiff"), on behalf of himself, all other Aggrieved Employees,
2 and the State of California, hereby brings this Representative Action Complaint ("Complaint")
3 against The Boys and Girls Clubs of Greater Redlands-Riverside and DOES 1 to 100, inclusive
4 (collectively, "Defendants"), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself, all other Aggrieved Employees, and the State of
7 California, hereby brings this Complaint for recovery of civil penalties under the Private
8 Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA"), and Industrial Welfare
9 Commission Wage Order 4 ("Wage Order 4"). The monetary damages that Plaintiff seeks exceed
10 this Court's jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to California Code of Civil
13 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
14 occurred in San Bernardino County. Defendants own, maintain offices, transact business, employ
15 employees, have an agent or agents within San Bernardino County, and/or otherwise are found
16 within San Bernardino County, and Defendants are within the jurisdiction of this Court for
17 purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was, and currently is, a California resident. Plaintiff was employed by Defendants within
21 the statute of limitations periods applicable to each cause of action pled herein.

22 4. Plaintiff is informed and believes, and based thereon alleges, that within the statute
23 of limitations period applicable to each cause of action pled herein and continuing to the present,
24 Defendants did (and continue to do) business providing after-school and summer programs to
25 children, and employed Plaintiff and other employees within San Bernardino County and the state
26 of California and, therefore, were (and are) doing business in San Bernardino County and the
27 State of California.

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1 5. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
3 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
4 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
5 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
6 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
7 and proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
8 employment practices, wrongs, injuries and damages complained of herein.

9 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
10 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

11 7. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants, and employees of each and every one of
14 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
15 were acting within the course and scope of said agency and employment. Defendants, and each
16 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
17 omissions complained of herein.

18 8. At all relevant times, Defendants, and each of them, were members of and engaged
19 in a joint venture, partnership, and common enterprise, and acted within the course and scope of
20 and in pursuance of said joint venture, partnership, and common enterprise. Further, all
21 Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

22 **REPRESENTATIVE ACTION ALLEGATIONS**

23 9. Defendants provide after-school and summer programs to children, and specifically
24 in the greater Redlands-Riverside area. Plaintiff was employed by Defendants from
25 approximately December 2024 until on or about December 18, 2025.

26 10. During Plaintiff's employment with Defendants, Plaintiff and other Aggrieved
27 Employees were not paid timely pursuant to Labor Code § 204. Specifically, Defendants
28 generally pay their employees 12 days after the end of each bi-weekly pay period. For example,

1 Plaintiff and other Aggrieved Employees were paid for wages earned between February 24, 2025
2 and March 9, 2025, on March 21, 2025. As another example, Plaintiff and other Aggrieved
3 Employees were paid for wages earned between November 3 and 16, 2025, on November 28,
4 2025.

5 11. On information and belief, Defendants utilize two different pay cycles for their
6 employees, but both pay cycles pay employees 12 days after the end of the pay period.

7 12. This practice violates Labor Code § 204, which requires that all wages earned
8 between the 1st and 15th of the month to be paid no later than the 26th day of the month, and
9 requires that all wages earned between the 16th of the month and the last day of the month be
10 paid no later than the 10th day of the following month. As described above, Defendants' pay
11 practices have failed to conform with this requirement of California law.

12 13. For example, for the pay period of February 24, 2025 to March 9, 2025 mentioned
13 above, Plaintiff and other Aggrieved Employees were not paid for wages earned in the latter half
14 of February 2025 until well after March 10, 2025. For the pay period of November 3-16, 2025
15 mentioned above, Plaintiff and other Aggrieved Employees were not paid for wages earned in the
16 first half of November 2025 until November 28, 2025, two days after the deadline required under
17 Labor Code § 204. On information and belief, Defendants continue to pay their employees late,
18 in violation of Labor Code § 204.

19 14. For purposes of this Complaint, "Aggrieved Employees" refers to all of Defendants'
20 current and former employees (exempt and non-exempt) who have worked for Defendants in
21 California at any time from December 2, 2024 through the date that judgment is entered in this
22 action or any alternative date agreed upon by the parties and/or approved by the Court.

23 **FIRST CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(AGAINST ALL DEFENDANTS)**

26 15. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
27 fully set forth herein.

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16. Defendants have committed Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff is an “aggrieved employee” within the meaning of the PAGA and, acting on behalf of himself, other Aggrieved Employees, and the State of California, brings this representative PAGA action against Defendants to recover the civil penalties due to Plaintiff, the State of California, and other Aggrieved Employees against whom one or more of the violations has been committed, as well as appropriate injunctive relief, based on the following Labor Code violations:

a. Failing to timely pay Plaintiff's and other Aggrieved Employees' wages during their employment, in violation of Labor Code § 204 *et seq.*

17. On or about December 4, 2025, Plaintiff notified The Boys & Girls Clubs of Greater Redlands-Riverside via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under PAGA with respect to violations of the California Labor Code identified in Paragraph 16(a) above. Now that sixty-five (65) days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations.

18. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other Aggrieved Employees, to assess and collect the civil penalties owed by Defendants, and to seek and obtain appropriate injunctive relief. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(k).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

19. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699 *et seq.*, as well as injunctive relief requiring Defendants to conform its practices to California law.

1 20. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
2 2699(k) and Code of Civil Procedure § 1021.5; and

3 21. For such other and further relief the Court may deem just and proper.

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5 Dated: February 9, 2026

Respectfully submitted,
MARQUEE LAW GROUP, APC

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7 By:


Tuvia Korobkin
Attorneys for Plaintiff