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Superior Court of California

County of Sonoma

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By: Paulette Power, Deputy Clerk

Attorneys for Plaintiffs DIANA SCHEER, THELMA VALDEZ, TYLER TOLER, as
Aggrieved Employees, and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

DIANA SCHEER, THELMA VALDEZ,
TYLER TOLER, as Aggrieved Employees, and
on behalf of all other Aggrieved Employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiffs

v.

REGUS MANAGEMENT GROUP, LLC, a
Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 26CV04018

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiffs DIANA SCHEER, THELMA VALDEZ, and TYLER TOLER (“Plaintiffs”), as
2 Aggrieved Employees, and on behalf of all other Aggrieved Employees under the Labor Code
3 Private Attorneys’ General Act of 2004, alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against REGUS
7 MANAGEMENT GROUP, LLC, a Delaware limited liability company, and any of its respective
8 subsidiaries or affiliated companies within the State of California (“REGUS” hereinafter,
9 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
10 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
11 Plaintiffs and all Aggrieved Employees that worked for Defendants during the PAGA Period.
12 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
13 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.5, 1198, 1198.5,
14 and applicable Wage Orders. Plaintiffs seek to represent all current and former employees that
15 worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiffs
16 seek to represent only non-exempt current and former employees that worked for Defendants during
17 the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.”
18 The “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA,
19 continuing past the date of notice to the LWDA into perpetuity.

20 **PARTIES**

21 1. Plaintiff DIANA SCHEER (“SCHEER”) is a resident of the State of California. At
22 all relevant times herein, SCHEER is informed and believes, and based thereon, alleges, that
23 Defendants employed SCHEER as a non-exempt employee with duties that included, but were not
24 limited to, doing sales, administration work, mailing, and managing accounts. SCHEER is informed
25 and believes, and based thereon alleges, that SCHEER worked for Defendants from approximately
26 May of 2024 to present.

27 2. Plaintiff THELMA VALDEZ (“VALDEZ”) is a resident of the State of California.
28 At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that

1 Defendants employed VALDEZ as a non-exempt employee with duties that included, but were not
2 limited to, doing sales, administrative work, mailing, and managing accounts. VALDEZ is
3 informed and believes, and based thereon alleges, that VALDEZ worked for Defendants from
4 approximately May of 2022 through approximately May of 2025.

5 3. Plaintiff TYLER TOLER (“TOLER”) is a resident of the State of California. At all
6 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 employed TOLER as a non-exempt employee. with duties that included, but were not limited to,
8 sales, marketing, advertising and making sure upgrades were being completed in centers. TOLER
9 is informed and believes, and based thereon alleges, that TOLER worked for Defendants from
10 approximately June of 2024 through approximately March of 2025.

11 4. Plaintiffs are informed and believe and based thereon allege that defendant REGUS
12 is, and at all times relevant hereto was, a limited liability company organized and existing under and
13 by virtue of the laws of the State of Delaware and doing business in the County of Sonoma, State of
14 California. At all relevant times herein, REGUS employed Plaintiffs and Aggrieved Employees
15 within the State of California.

16 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
17 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
18 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
19 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
20 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
21 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
22 of the defendants designated hereinafter as DOES when such identities become known.

23 **JOINT LIABILITY ALLEGATIONS**

24 6. Plaintiffs are informed and believe, and based thereon allege, that each defendant
25 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
26 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
27 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
28 to “Defendants,” it shall include REGUS, and any of their parent, subsidiary, or affiliated companies

1 within the State of California, as well as DOES 1 through 100 identified herein.

2 7. Plaintiffs are informed and believe and based thereon allege that all the times
3 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
4 representative, joint venture, or co-conspirator of each of the other defendants, either actually or
5 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
6 employment, joint venture, and conspiracy.

7 8. All of the acts and conduct described herein of each and every corporate defendant
8 was duly authorized, ordered, and directed by the respective and collective defendant corporate
9 employers, and the officers and management-level employees of said corporate employers. In
10 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
11 their said employees, agents, and representatives, and each of them; and upon completion of the
12 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
13 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
14 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
15 aforementioned corporate employees, agents and representatives.

16 9. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
17 thereon allege that Defendants, and each of them, are joint employers.

18 **JURISDICTION**

19 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
20 of Civil Procedure section 410.10.

21 11. Venue is proper in Sonoma County, California pursuant to Code of Civil Procedure
22 sections 392, *et seq.* because, among other things, Sonoma County is where the causes of action
23 complained of herein arose; the county in which the employment relationship began; the county in
24 which performance of the employment contract, or part of it, between Plaintiffs and Defendants
25 were due to be performed; the county in which the employment contract, or part of it, between
26 Plaintiffs and Defendants were actually performed; and the county in which Defendants, or some of
27 them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and
28 Aggrieved Employees in Sonoma County, and Defendants employ Aggrieved Employees in

1 Sonoma County.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 12. Plaintiffs as “Aggrieved Employees” under PAGA, as Plaintiffs were employed by
4 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
5 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiffs seek to
6 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all
7 other Aggrieved Employees of Defendants during the PAGA Period.

8 13. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
9 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
10 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
11 PAGA allegations described herein is not required.

12 14. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
13 such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified
14 in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the
15 PAGA Period.

16 15. Pursuant to Labor Code section 2699.3, on or around March 10, 2026, Plaintiffs
17 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
18 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

19 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
20 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
21 calendar days of the PAGA Notice.

22 17. To the extent Defendants, or either of them, previously used the notice and cure
23 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
24 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
25 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
26 conference process pursuant to section 2699.3(f).

27 18. In the event that Defendants, or either of them, is/are determined to have satisfied
28 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have

1 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
2 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

3 19. In the event that Defendants, or either of them, is/are determined to have, prior to
4 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from
5 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
6 all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant
7 to section 2699(g)(1)-(3).

8 20. In the event that Defendants, or either of them is/are deemed to have adequately taken
9 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
10 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
11 Code section 2699(h)(1)-(3).

12 21. In the event, the LWDA and/or a court issued a finding or determination to the
13 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
14 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
15 any of them, would be subject to heightened penalties pursuant to Labor Code sections
16 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
17 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
18 of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations
19 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
20 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
21 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
22 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

23 **FACTUAL ALLEGATIONS**

24 22. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
25 or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all
26 time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved
27 Employees were not receiving all wages owed for work that was required to be performed.
28

1 23. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
2 and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more
3 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
4 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
5 wages.

6 24. Upon information and belief, Defendants failed to accurately track and/or pay for all
7 minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay.
8 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
9 including, without limitation, by requiring Plaintiffs and Aggrieved Employees to complete pre-
10 shift tasks before clocking in such as unlocking the building and offices, and preparing the offices
11 for the client's reservation specifications. Plaintiffs and other Aggrieved Employees were also
12 required to clock out for meal periods and continue working; make phone calls off the clock; and
13 drive to jobsites while off the clock. Additionally, Plaintiffs and other Aggrieved Employees were
14 required to complete post-shift tasks, such as locking up, attending to clients, answering work-
15 related phone calls, and completing package deliveries to shipping centers.

16 25. In addition, Defendants failed to include all forms of remuneration, including
17 commissions, quarterly bonuses and other forms of remuneration into the regular rate of pay during
18 pay periods where overtime was worked. Moreover, upon information and belief, Defendants
19 detrimentally edited and/or manipulated time entries so the hours recorded were less than the hours
20 actually worked, such as editing time records to show a timely meal period when one was not taken.

21 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
23 Wage Orders based on their continued failure to pay minimum and overtime wages for all hours
24 worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated
25 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are
26 further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to
27 such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for
28 civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,

1 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
4 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
5 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
6 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
7 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
8 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
9 always allowing employees to leave the premises for breaks; failing to provide meal periods all
10 together; not providing timely meal periods; providing short meal periods, including without
11 limitation, meal periods that may appear on the record to be 30 minutes or longer but in practice
12 were shorter than thirty minutes due interruptions from customers and work-related questions, or
13 work-related calls. For example, Plaintiffs took their lunch at their desk so they could monitor the
14 front desk and be available to clients who might have questions or concerns. Plaintiffs were expected
15 to clock out on time but also required to be available so customers would not be disappointed with
16 the Company's customer service.

17 28. Plaintiffs and other Aggrieved Employees personally suffered these violations.
18 Consequently, Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
20 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
21 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
22 However, Plaintiffs are informed and believe that those premium payments under Labor Code
23 section 226.7 were not made for these non-compliant meal periods, either at all or at the proper
24 regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code
25 sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize
26 the taking of compliant meal periods and for failing to provide premium pay under Labor Code
27 section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
28 informed and believe, and based thereon allege, that Defendants' conduct that gave rise to such

1 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
2 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
5 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
6 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
7 and complete ten-minute rest periods in which the employees are completely relieved of all of their
8 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
9 rest periods by, without limitation, interrupting rest periods; not always allowing employees to leave
10 the premises during breaks; by failing to provide rest periods all together; failing to provide rest
11 periods that were at least ten minutes in length, including rest periods that may have encompassed
12 a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without
13 limitation, requiring that rest periods be bundled and taken together and/or with meal periods;
14 requiring employee carry cellular telephones during rest periods; not providing rest periods in a
15 timely fashion; and otherwise requiring on-duty/on-call rest periods. Plaintiffs and other Aggrieved
16 Employees personally suffered these violations. Consequently, Plaintiffs are informed and believe,
17 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
18 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
19 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
20 under Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
21 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
22 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
23 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
24 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
25 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
26 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
27 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
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1 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
2 pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 30. As a result of, among other things, Defendants' herein-described policy or practice
4 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
5 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
6 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
7 are informed and believe, and based thereon allege, that Defendants also intentionally failed and
8 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
9 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
10 inclusive dates of the period for which the employee is paid; the name of the employee and only the
11 last four digits of their social security number or an employee identification number other than a
12 social security number; all deductions; all applicable hourly rates in effect during the pay period and
13 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
14 address of the employer, and other such information as required by Labor Code section 226,
15 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
16 wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved
17 Employees and the rates of pay at which they were or should have been paid including due to failure
18 to pay at the proper regular rate, thus resulting in a failure to reflect gross and net wages earned and
19 paid at each rate, as well. Consequently, Plaintiffs are informed and believe, and based thereon
20 allege, that Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved
21 Employee during the PAGA Period, and that, thus Plaintiffs and each Aggrieved Employee
22 personally suffered these violations and was owed penalties under Labor Code section 226 for each
23 pay period worked during the PAGA Period. Plaintiffs are informed and believe that those penalties
24 under Labor Code section 226 were not paid for these violations of Labor Code section 226.
25 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558,
26 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further
27 informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such
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1 violations and was malicious, fraudulent, or oppressive. Thus, Defendants would further be liable
2 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
4 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
5 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
6 failing to pay all overtime wages owed, all minimum wages owed, vacation pay and paid time off
7 in violation of Labor Code section 227.3 as set forth above, among other things. Consequently,
8 Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code
9 sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA
10 Period, and thus Plaintiffs and each Aggrieved Employee personally suffered these violations and
11 was owed penalties under Labor Code section 203 for each pay period worked during the PAGA
12 Period. However, Plaintiffs are informed and believe that those penalties under Labor Code section
13 203 were not made for these violations of Labor Code sections 201, 202, and 203. Defendants would
14 thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive
15 relief under sections 2699(e)(1) and 2699(j). Plaintiffs are further informed and believe, and based
16 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
17 fraudulent, or oppressive. As such, Defendants would further be liable for civil penalties pursuant
18 to Labor Code section 2699(f)(2)(B)(ii).

19 32. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
20 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
21 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
22 vehicles (*i.e.*, mileage and gas), use of personal cellular phone for work purposes, in direct
23 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
24 as required by Labor Code sections 1198, 2800, 2802, and other statutory and common law
25 offenses. As a result, Plaintiffs and other Aggrieved Employees have personally suffered these
26 violations and Defendants are liable to reimburse Plaintiffs and other Aggrieved Employees for
27 these costs incurred in furtherance of work duties. Defendants would thus be liable for civil penalties
28 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)

1 and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that Defendants'
2 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
3 Defendants would further be liable for civil penalties pursuant to Labor Code section
4 2699(f)(2)(B)(ii).

5 33. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
6 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
7 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
8 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
9 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
10 any calendar month, shall be paid for between the 1st and 10th day of the following month."
11 Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay
12 Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
13 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
14 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
15 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
16 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
17 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
18 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
19 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
20 to Labor Code section 2699(f)(2)(B)(ii).

21 34. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
22 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
23 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
24 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
25 to be provided pursuant to California and local laws. Plaintiffs are further informed and believe that
26 the sick pay was not provided at the proper regular of pay as required under California law due to
27 failure to properly calculate the regular rate. Plaintiffs are additionally informed and believe that
28 the notice requirement of Labor Code sections 221, 223, 233, 234, 245 and 246 involves a

1 mandatory payroll or workplace injury reporting. Plaintiffs are thus informed and believe that
2 Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such,
3 Plaintiffs and other Aggrieved Employees have personally suffered violations under these sections
4 and Defendants would be liable for civil penalties for violation of the paid sick leave regulations
5 under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,
6 and reasonable attorneys' fees and costs. Plaintiffs are further informed and believe, and based
7 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
8 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
9 Code section 2699(f)(2)(B)(ii).

10 35. In addition to the above, Plaintiffs are informed and believe, and based thereon allege
11 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
12 statements and similar payroll documents under Labor Code section 226, documents signed to
13 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
14 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs and
15 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
16 also failed to provide these documents to Plaintiffs and other Aggrieved Employees upon request
17 on May 19, 2025, in violation of these Labor Code sections. Plaintiffs and the Aggrieved
18 Employees personally suffered these violations, which in turn would entitle Plaintiffs and other
19 Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants
20 would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.
21 Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct
22 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
23 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 36. Because Defendants refused to provide Plaintiffs' personnel file on May 19, 2025,
25 Plaintiffs are unable to provide specifics regarding the exact documents, and language therein, that
26 Plaintiffs were required to sign. Nevertheless, Plaintiffs recall, and thus Plaintiffs are informed and
27 believe, and based thereon allege, that Defendants required or require the execution of a release of
28 claim or right on account of wages due, or to become due, or made as an advance on wages to be

1 earned, including, without limitation, as a condition of being paid, to execute a statement of the
2 hours worked during a pay period in which Defendants knew to be false. As such, Plaintiffs are
3 informed and believe, and based thereon alleges that Defendants violated Labor Code sections 206.5
4 and 1198, and that Plaintiffs and other Aggrieved Employees have personally suffered these
5 violations. Plaintiffs are further informed and believe, and based thereon alleges, that Defendants'
6 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
7 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
8 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
9 pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 37. Plaintiffs are further informed and believes, and based thereon alleges that
11 Defendants failed and refused, and continue to fail and refuse, to comply with the notice
12 requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among
13 other things, failing to provide Plaintiffs and other Aggrieved Employees with the rates of pay and
14 overtime rates of pay applicable to their employment; any allowances claimed as part of the
15 minimum wage; the regular payday designated by Defendants; the name of the employer, including
16 any "doing business as" names used by the employer; the physical address of the employer's main
17 office and the telephone number of the employer; the name, address and telephone number of the
18 workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent
19 information required to be disclosed by Defendants under Labor Code section 2810.5. Plaintiffs are
20 informed and believe that Defendants' failure to provide such information, including rates of pay
21 that are in effect, has permitted Defendants to pay employees at rates of pay that were not agreed
22 upon and violate minimum wage and overtime wage laws in California. Plaintiffs are informed and
23 believe that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiffs and other
24 Aggrieved Employees personally suffered these violations. Plaintiffs are further informed and
25 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
26 was malicious, fraudulent, or oppressive. Among other relief, employees may collect from
27 Defendants in connection with these violations' civil penalties pursuant to Labor Code sections 558,
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1 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
2 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 38. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
4 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
5 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
6 Employees pursuant to PAGA.

7 **FIRST AND ONLY CAUSE OF ACTION**

8 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

9 39. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
10 preceding paragraphs as though fully set forth herein.

11 **Civil Penalties Under Labor Code § 210**

12 40. At all relevant times herein, Labor Code section 204, requires and required that:
13 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
14 between the 16th and 26th day of the month during which the labor was performed, and labor
15 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
16 between the 1st and 10th day of the following month.”

17 41. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
18 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
19 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
20 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
21 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
22 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
23 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

24 42. At all relevant times herein, Defendants have had a consistent policy or practice of
25 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
26 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
27 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
28 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil

1 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
2 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
3 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
4 violation in connection with each payment that was made in violation of Labor Code section 204.

5 Civil Penalties Under Labor Code § 226.3

6 43. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
7 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
8 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
9 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
10 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

11 44. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
12 this section are in addition to any other penalty provided by law.”

13 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
14 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
15 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
16 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
17 address of each employer with whom they have been placed to work; all applicable hourly rates in
18 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
19 legal name of the employer and/or; and other such information as required by Labor Code section
20 226, subdivision (a).

21 46. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
22 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
23 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
24 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
25 period for each subsequent violation.

26 Violation of Labor Code § 558

27 47. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
28 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating

1 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
2 penalty as follows:

3 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
4 pay period for which the employee was underpaid in addition to an amount sufficient
5 to recover underpaid wages;

6 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
7 employee for each pay period for which the employee was underpaid in addition to
8 an amount sufficient to recover underpaid wages;

9 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

10 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
11 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
12 regulating wages, hours and days of work described herein, including but not limited to Labor Code
13 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

14 49. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
16 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
17 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
18 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

19 Violation of Labor Code § 1174.5

20 50. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
21 required every person employing labor in California to “[a]llow any member of the commission or
22 the employees of the Division of Labor Standards Enforcement free access to the place of business
23 or employment of the person to secure any information or make any investigation that they are
24 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
25 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
26 or papers of the person.”

27 51. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
28 every person employing labor in California to “[k]eep a record showing the names and addresses of

1 all employees employed and the ages of all minors.”

2 52. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
3 every person employing labor in California to “[k]eep, at a central location in the state or at the
4 plants or establishments at which employees are employed, payroll records showing the hours
5 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
6 piece rate paid to, employees employed at the respective plants or establishments. These records
7 shall be kept in accordance with rules established for this purpose by the commission, but in any
8 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
9 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
10 earned.”

11 53. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
12 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
13 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
14 member of the commission or employees of the division to inspect records pursuant to subdivision
15 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

16 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
17 willfully failed to keep adequate or accurate time records including wage statements and similar
18 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
19 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
20 under Labor Code section 1174.

21 55. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
23 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
24 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

25 Violation of Labor Code § 1197.1

26 56. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
27 person acting either individually or as an officer, agent, or employee of another person, who pays
28 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

1 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
2 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
3 Section 203 as follows:

4 (1) For any initial violation that is intentionally committed, one hundred dollars
5 (\$100) for each underpaid employee for each pay period for which the
6 employee is underpaid. This amount shall be in addition to an amount
7 sufficient to recover underpaid wages, liquidated damages pursuant to Section
8 1194.2, and any applicable penalties imposed pursuant to Section 203.

9 (2) For each subsequent violation for the same specific offense, two hundred fifty
10 dollars (\$250) for each underpaid employee for each pay period for which the
11 employee is underpaid regardless of whether the initial violation is
12 intentionally committed. This amount shall be in addition to an amount
13 sufficient to recover underpaid wages, liquidated damages pursuant to Section
14 1194.2, and any applicable penalties imposed pursuant to Section 203.

15 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
16 Section 203, recovered pursuant to this section shall be paid to the affected
17 employee.”

18 57. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
19 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
20 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and
21 Aggrieved Employees at the proper rates of pay, as described above.

22 58. As a direct and proximate result of the herein-described Labor Code violations,
23 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
24 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
25 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
26 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
27 subsequent violation.

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E. Such other and further relief as the Court deems just and proper.

Dated: June 2, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Sarah H. Cohen

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