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May 13, 2025

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

**RE: MARIA D DIEGO GUERRERO V. S.P.I. 61, SELECTIVE PERSONNEL, INC.,
CONSOLIDATED STAFFING SOLUTIONS, INC.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 24184)**

To Whom It May Concern:

Please be informed that S.P.I. 61 AKA S.P.I. STAFFING AKA SPI STAFFING AGENCY, SELECTIVE PERSONNEL, INC., CONSOLIDATED STAFFING SOLUTIONS, INC. located at 9251 Alondra Blvd, Bellflower, CA 90706, 855 West Victoria St., Suite E, Compton, CA 90220, 7808 Orangethorpe Ave, Suite 102, Buena Park, CA 90621, as well as other locations in California, (referred to as “Respondents”), and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client MARIA D DIEGO GUERRERO, as well as other employees working for Respondents within the past four years, including all of Respondents’ other locations within California.

Respondents are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”). Our client worked for Respondents as laborer from on or about February 1, 2024 to on or about March 14, 2025. Respondents failed to pay our client wages when due, failed to provide paid sick time, failed to compensate our client for sick time taken, and failed to provide our client with written notice of the amount of paid sick time they have available on either their wage statement or a separate writing provided on the designated pay date.

Our client may represent all other potentially aggrieved employees who were subjected to the same labor code violations as follows:

Respondents violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondents also did not provide the amount of sick leave available on the wage statements. Respondents further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondents violated Labor Code §246 because it failed to provide to our client and/or other aggrieved employees with paid sick leave. Our client worked for Respondents for more than 30 days and was entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our client and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for the sick time taken.

Respondents violated Labor Code § 246, because it failed to provide our client and/or other aggrieved employees with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Labor Code Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Respondents may have the right to cure certain violations and/or reduce certain civil penalties pursuant to Labor Code § 2699.5 et seq. and 2699.3 et seq.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 558, 226.3.

Respondents' violations of the Labor Code and the Applicable Wage Order, including Labor Sections 203, 558, 226, 226.3, 246, and other applicable provisions, as alleged herein (i.e. Respondents failed to pay wages when due, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR had failed to pay sick leave AND/OR has failed to provide written notice of the amount of sick leave available) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that she and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondents, on behalf of herself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Respectfully,

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

Andreea Bickford

Andreea Bickford
Attorney at Law