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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Citlalli Batres, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DANIEL UTUONE, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

STAFFING SOLUTIONS SOUTHWEST, INC.,
a corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2603877

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
511, 558, 1194, 1198, 1815);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- (7) PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Daniel Utuone (“Plaintiff”), on behalf of himself and all others similarly situated,
2 and as a private attorney general on behalf of the State of California and other Aggrieved
3 Employees, brings this Class and Representative Action Complaint against Staffing Solutions
4 Southwest Inc., and Does 1 through 100, inclusive (collectively, “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other Aggrieved Employees, hereby
9 brings this class and representative action for recovery of unpaid wages and penalties under
10 California Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204,
11 226, 226.7, 510, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698, *et seq.*; and Industrial
12 Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory
13 relief and restitution. This class action is brought pursuant to California Code of Civil Procedure
14 section 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code
15 because the amount in controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

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

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by California Labor Code sections

201-204, 226, 226.7, 510, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698, *et seq.*; Cal. Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a staffing company providing staffing solutions for warehouses and other companies, and that they employed Plaintiff and other similarly situated non-exempt employees within San Bernardino County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 18).

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9. Plaintiff worked for Defendants as a non-exempt warehouse worker in November

10. During Plaintiff's employment with Defendants, Plaintiff and other non-exempt

11. Similarly, in the very next weekly pay period of November 30 to December 6,

12. The above practice by Defendants of paying overtime at 1.5 times the base rate of

13. In addition, Defendants have failed to pay Mr. Plaintiff and other non-exempt

1 need to wait in line and then undergo these security checks, all while off-the-clock. This has
2 resulted in unpaid wages, including unpaid minimum wages and unpaid overtime wages, for
3 Plaintiff and other non-exempt employees.

4 14. Defendants also require their employees to undergo unpaid training and
5 “orientation.” Specifically, before an employee is placed “on the app” to work a shift, they must
6 attend an approximately 1-hour long orientation session which includes training on topics like job
7 duties, dress code, company policies, and other work-related topics. This orientation was
8 mandatory in order to work for Defendants, yet Defendants refused to pay Plaintiff or other non-
9 exempt employees for this time.

10 15. In addition, Plaintiff and other non-exempt employees were not always authorized
11 and permitted all rest periods to which they were entitled. Although in theory, they were supposed
12 to receive a 10-minute rest period in the middle of each 4-hour shift, and two 10-minute rest
13 periods over the course of 8-hour shifts, the rest periods were not scheduled and Plaintiff and
14 other non-exempt employees were told to ask their supervisors when breaks would be on each
15 shift. Supervisors told them that they would send someone around to announce rest breaks, but
16 supervisors didn’t always do so, and therefore rest breaks were not provided. Plaintiff was also
17 told on multiple occasions when he tried to take a rest break, that he should continue working and
18 not take a rest break at that time. Defendants did not pay Plaintiff a rest period premium for those
19 shifts on which he was not authorized and permitted a rest period. On information and belief,
20 Defendants did not have a mechanism to pay rest period premiums during the putative class
21 period.

22 16. Defendants’ failure to pay all wages due and failure to pay all rest period premiums
23 due, has resulted in Defendants’ maintaining inaccurate payroll records and issuing inaccurate
24 wage statements to Plaintiff and other non-exempt employees.

25 17. As a further result of Defendants’ failure to pay all wages, including minimum
26 wages, overtime wages, and rest period premium wages, Defendants have failed to pay all wages
27 to Plaintiff and other formerly employed aggrieved employees at the separation of their
28 employment.

1 **CLASS ACTION ALLEGATIONS**

2 18. Plaintiff brings this action on behalf of himself and the following Classes pursuant
3 to Section 382 of the Code of Civil Procedure:

4 a. The Overtime Class consists of all of Defendants' current and former non-exempt
5 employees in California who (i) were paid Incentive Pay and worked more than 8.0 hours
6 in a workday and/or over 40.0 hours in a workweek in a corresponding time period, and/or
7 (ii) were subject to Defendants' bag check policy, at any time from four years immediately
8 preceding the filing of this action through the present.

9 b. The Minimum Wage Class consists of all of Defendants' current and former non-
10 exempt employees in California who (i) were subject to Defendants' bag check policy,
11 and/or (ii) attended an unpaid orientation session with Defendants, at any time from four
12 years prior to the filing of this action to the present.

13 c. The Rest Period Class consists of all of Defendants' current and former non-
14 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
15 time four years prior to the filing of this action to the present.

16 d. The Wage Statement Class consists of all members of the Overtime Class,
17 Minimum Wage Class, and/or Rest Period Class who received a wage statement, at any
18 time from one year immediately prior to the filing of this action through the present.

19 e. The Waiting Time Class consists of all members of the Overtime Class, Minimum
20 Wage Class, and/or Rest Period Class who are no longer employed by Defendants, and
21 whose employment with Defendants ended at any time from three years immediately
22 preceding the filing of this action through the present.

23 19. **Numerosity/Ascertainability:** The Classes are so numerous that joinder of all
24 members would be impracticable. The membership of the Classes is unknown to Plaintiff at this
25 time; however, it is estimated that the Classes number greater than fifty (50) individuals each.
26 The identity of such membership is readily ascertainable via Defendants' employment records.

27 20. **Common Questions of Law and Fact Predominate/Well Defined Community**
28 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly

1 situated employees, which predominate over questions affecting only individual members
2 including, without limitation:

- 3 i. Whether Defendants' payroll practices violate the applicable Labor Code
4 provisions including, but not limited to, Sections 510 and 1194 by
5 requiring overtime and/or double-time work and not paying the Overtime
6 Class for said work according to California's overtime laws;
- 7 ii. Whether Defendants paid at least the minimum wage to all members of the
8 Minimum Wage Class for all hours worked;
- 9 iii. Whether Defendants authorized and permitted rest periods to member of
10 the Rest Period Class;
- 11 iv. Whether Defendants furnished legally compliant wage statements to
12 members of the Wage Statement Class pursuant to Labor Code § 226; and
- 13 v. Whether Defendants paid all wages due to members of the Waiting Time
14 Class at the time of separation of employment.

15 21. **Predominance of Common Questions:** Common questions predominate over
16 questions that affect only individual Class members. The common questions of law set forth
17 above are numerous and substantial and stem from Defendants' policies and/or practices
18 applicable to each Class member, such as Defendants' overtime payment policies/practices,
19 Defendants' policies regarding bag checks and not paying for orientation, and Defendants' rest
20 period policies and practices. Thus, common questions predominate over individual questions
21 concerning each Class member.

22 22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
23 Plaintiff was employed by Defendants as a non-exempt employee in California during the
24 statute(s) of limitation applicable to each cause of action pled herein. As alleged herein, Plaintiff,
25 like the Class members, was deprived of all earned overtime wages, was not paid at least the
26 minimum wage for all hours worked, was not authorized and permitted all of the rest periods to
27 which he was entitled, was furnished with inaccurate wage statements, and was not timely paid
28 all wages owed at the separation of his employment.

1 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
2 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
3 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
4 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
5 actions in state and federal courts in the past and are committed to vigorously prosecuting this
6 action on behalf of the members of the Classes.

7 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
16 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
17 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
18 an individual remedy would discourage the assertion of lawful claims by employees who would
19 be disinclined to file an action against their former and/or current employer for real and justifiable
20 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
21 prosecution of separate actions by individual class members would create a substantial risk of
22 inconsistent or varying verdicts or adjudications with respect to the individual class members
23 against Defendants herein; and which would establish potentially incompatible standards of
24 conduct for Defendants. Further, the claims of individual Class members are not large enough to
25 warrant individual prosecution considering all of the concomitant costs and expenses attending
26 thereto. Thus, the Classes are maintainable under Section 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 25. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

5 26. This cause of action is brought pursuant to California Labor Code §§ 204, 510,
6 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages
7 for all overtime hours worked, and which provide a private right of action for the failure to pay
8 all overtime compensation for overtime work performed.

9 27. At all times relevant herein, Defendants were required to properly compensate
10 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
11 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an
12 employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess
13 of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours
14 on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer
15 to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a
16 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
17 As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime
18 and double-time hours but did not compensate them at one and one-half times (or two times) their
19 regular rate of pay for such hours.

20 28. The foregoing policies and practices are unlawful and create entitlement to
21 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
22 premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of
23 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, 1198, and Code of Civil
24 Procedure § 1021.5.

25 **SECOND CAUSE OF ACTION**

26 **MINIMUM WAGE VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

28 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 30. Wage Order 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to
2 be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a)
3 and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as
4 required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
5 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

6 31. At all relevant times, Defendants failed to conform their pay practices to the
7 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
8 actually worked including, but not limited to, all hours they were subject to Defendants' control
9 and/or suffered or permitted to work under the Labor Code and Wage Order 4.

10 32. California Labor Code § 1198 makes unlawful the employment of an employee
11 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
12 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
13 those employees the balance of the unpaid wages as well as liquidated damages in an amount
14 equal to the wages due and interest thereon.

15 33. As a direct and proximate result of Defendants' unlawful conduct as alleged
16 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
17 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
18 entitled to recover economic and statutory damages and penalties and other appropriate relief as
19 a result of Defendants' violations of the California Labor Code and applicable Wage Orders.

20 34. Defendants' practice and uniform administration of corporate policy regarding
21 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
22 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
23 damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§
24 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

25 **THIRD CAUSE OF ACTION**

26 **REST PERIOD VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

28 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Labor Code §§ 226.7 and 516, and Wage Order 4 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

37. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

38. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages earned and all applicable rates of pay, in violation of California Labor Code § 226.

41. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

42. Plaintiff and Wage Statement Class members are entitled to recover in a civil action all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorney fees and costs, pursuant to Labor Code §§ 226 and 226.3.

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 44. This cause of action is brought pursuant to California Labor Code §§ 201-203,
6 which require an employer to pay all wages immediately at the time of separation of employment
7 in the event the employer discharges the employee, or the employee provides at least 72 hours of
8 notice of their intent to quit. In the event the employee provides less than 72 hours of notice of
9 their intent to quit, said employee's wages become due and payable not later than 72 hours upon
10 said employee's last date of employment.

11 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and Waiting Time Class members all final wages due to them at their
13 termination, including (but not limited to) unpaid overtime and double-time wages.

14 46. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
15 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
16 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
17 to the requirements of Labor Code §§ 201-203.

18 47. Defendants' failure to pay all final wages was willful within the meaning of Labor
19 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
20 Time Class their earned wages upon separation from employment results in a continued payment
21 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
22 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
23 attorneys' fees and costs of suit.

24 **SIXTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(AGAINST ALL DEFENDANTS)**

27 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28 49. Defendants have engaged, and continue to engage, in unfair and/or unlawful

business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Overtime Class, Minimum Wage Class, Rest Period Class, Wage Statement Class, and Waiting Time Class all wages due, failing to furnish accurate itemized wage statements, and failing to pay all wages due at termination.

50. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

51. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

52. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees in California, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under California Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

55. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698, *et seq.* Plaintiff, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil

penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to pay Plaintiff and other aggrieved employees at least the applicable minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198; and
- e. Failing to timely pay all final wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-203.

56. On or about February 23, 2026, Plaintiff mailed a PAGA notice letter to Defendant Staffing Solutions Southwest, Inc. via certified mail, and to the California Labor and Workforce Development Agency (“LWDA”) via its website, which described Defendants’ violations of the California Labor Code and indicated Plaintiff’s intent to bring a claim under California Labor Code § 2698, et seq. with respect to the violations of the California Labor Code identified in paragraph 55(a)-(e) above. Now that sixty-five 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 Private Attorneys General Act with respect to these violations.

57. As noted in his PAGA notice letter, the “aggrieved employees” whom Plaintiff seeks to represent are all of Defendants’ current and former employees who have worked for

Defendants in California at any time from one year prior to the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA cause of action or any alternative date agreed upon by the parties and/or approved by the Court.

58. 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, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under 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, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 511, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages pursuant to Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
10. Upon the Seventh Cause of Action, for any and all civil penalties available to

1 Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys
2 General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting
3 Defendants from engaging in the unlawful conduct alleged herein;

4 11. Prejudgment interest on all due and unpaid wages and other damages pursuant to
5 Labor Code §§ 218.6, 1194(a), Civil Code § 3287, and Art. XV, § 1 of the California Constitution;

6 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
7 226(e), 1194 *et seq.*, Code of Civil Procedure § 1021.5, and all other relevant statutes; and

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

9
10 Date: May 1, 2026

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

11
12 By: Neil Larsen
13 Neil M. Larsen
14 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: May 1, 2026

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

By: Neil Larsen
Neil M. Larsen
Attorneys for Plaintiff