



March 10, 2026

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL:

Real Time Staffing Services, LLC
c/o Registered Agent: CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: Notice by Jesus Corona on behalf of himself and the State of California, and all other Aggrieved California Employees of Real Time Staffing Services, LLC, and Does 1-10, as an individual and a Representative of the State of California Private Attorneys General Act of 2004 (“PAGA”) Notice

Dear PAGA Administrator:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, Jesus Corona (“Corona” or “Claimant”) intends to bring a civil action against Real Time Staffing Services, LLC (“Real Time Staffing” or “Employer”) and Does 1-10, individually and on behalf of the State of California and all other Aggrieved Employees. This letter serves as Corona’s written notice pursuant to Labor Code § 2699.3(a)(1), providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by Real Time Staffing and the facts and theories in support of said allegations. The information contained herein is based on the currently available information and belief.

If the LWDA does not intend to investigate the alleged violations, Corona intends to file a representative civil action pursuant to PAGA to recover civil penalties on behalf of the State and all other Aggrieved Employees. A copy of this Notice is being sent to Real Time Staffing by certified mail at the address above.

Laurel Employment Law APC

Identity of “Aggrieved Employees”

Corona intends to pursue PAGA civil penalties on behalf of the State of California, and on behalf of other current and former employees of the entities/individuals referenced below who performed non-exempt work for said entities/individuals and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during the relevant limitations period. The employees referred to herein are collectively referred to as "Aggrieved Employees." Corona is one of the Aggrieved Employees. The names of Aggrieved Employees (other than Corona) are contained within the personnel, payroll, and other business records of Real Time Staffing.

Identity and Capacity of Employers/Joint Employers

Corona intends to pursue a PAGA action against Real Time Staffing and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as “Real Time Staffing” or “Employer” as well). Corona will seek to hold all owners, directors, officers, and managing agents of Real Time Staffing, personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Furthermore, each of the business entities was, and at all times mentioned herein, a mere shell, an instrumentality, and a conduit through which the other above-referenced entities/individuals carried out their business, exercising complete control and dominance over the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Corona will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that Real Time Staffing and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint Employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, Real Time Staffing operates a staffing agency that places workers with client companies. Real Time Staffing is based in Valencia, Los Angeles County, California.

Laurel Employment Law APC

Real Time Staffing provides temporary staffing and employment placement services, supplying workers to third-party client worksites. Real Time Staffing operates within the State of California. It has employed/jointly employed Employees (including Corona) to perform work and services in furtherance of its business and joint enterprise interests.

Corona has worked for Real Time Staffing from approximately October 2025 to December 2025 as a Material Handler. Throughout Corona's employment, Corona was subjected to Real Time Staffing's common policy, frequently preventing Corona from taking compliant rest periods, requiring Claimant to ask permission to take legally mandated breaks, and failing to pay all wages owed for missed rest periods and mandatory work time.

At all relevant times, at least one year prior to the date of this Notice, Real Time Staffing subjected Corona and other Aggrieved Employees to policies and practices that caused violations of the Labor Code as described herein. Corona now seeks civil penalties on behalf of all Aggrieved Employees and the State of California, based on alleged violations of the Labor Code and applicable IWC Wage Order(s), including civil penalties pursuant to Labor Code § 558(a). Corona's claims are set forth in further detail below.

For reasons set forth herein, Corona alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt Aggrieved Employees of Real Time Staffing:

1. Failure to Provide Meal Periods (Lab. Code § 512)
2. Failure to Provide Rest Periods (Lab. Code § 226.7)
3. Minimum Wage Violations (Lab. Code §§ 1194, 1197)
4. Failure to Timely Pay All Wages Owed (Lab. Code § 204)
5. Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201–204)
6. Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)
7. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))
8. Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))

Real Time Staffing's Labor Code violations, thus, include the following:

Failure to Provide Meal Periods (Lab. Code § 512)

Labor Code § 512 and the applicable IWC Wage Order impose a non-waivable duty on Real Time Staffing to provide timely, uninterrupted meal periods of at least thirty minutes for qualifying shifts and to ensure that employees are relieved of all duty during such periods. This obligation prohibits policies or practices that deny, delay, interrupt, or discourage meal breaks in violation of statutory or IWC requirements. Corona asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Laurel Employment Law APC

Corona and Aggrieved Employees regularly worked full shifts under conditions where Real Time Staffing structured work schedules and assignments in a manner that delayed or discouraged timely meal periods. Real Time Staffing knowingly prioritized operational demands over meal compliance and failed to ensure that employees were fully relieved of duty for compliant meal breaks. As a result, meal periods were taken late or under pressure to resume work rather than being timely and uninterrupted. These practices were applied consistently across the workforce and were not corrected.

This Cause of Action seeks civil penalties on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Rest Periods (Lab. Code § 226.7)

Labor Code § 226.7 and the applicable IWC Wage Order impose a non-waivable duty on Real Time Staffing to authorize and permit all employees to take compliant rest periods, free of work obligations, as required by law for every four hours or a significant fraction thereof worked. Real Time Staffing must not require, encourage, or allow employees to skip or shorten rest periods, and is prohibited from adopting or maintaining any policy, practice, or system that fails to ensure the provision of legally compliant rest breaks. Corona brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements outlined in Labor Code § 2699.3.

Corona and Aggrieved Employees routinely worked shifts during which Real Time Staffing failed to authorize and permit compliant rest periods. Real Time Staffing knowingly required employees to seek permission before taking rest breaks and fostered conditions in which employees felt unable to stop working to take rest breaks. Supervisors did not ensure that rest breaks were made available or free from work duties. This practice was common and remained unremedied.

This Cause of Action seeks civil penalties on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Minimum Wage Violations (Lab. Code §§ 1194, 1197)

Labor Code § 1197 and the applicable IWC Wage Order require Real Time Staffing to pay no less than the applicable minimum wage for every hour worked. Labor Code § 1194 authorizes recovery of unpaid minimum wages and reasonable attorneys' fees when this duty is breached. This Cause

Laurel Employment Law APC

of Action proceeds under PAGA for civil penalties only pursuant to Labor Code § 2699(a) and is subject to the prefiling steps set out in Labor Code § 2699.3.

Corona and Aggrieved Employees were required to perform work for which they were not fully compensated. Real Time Staffing knowingly failed to pay for all required work time, including mandatory attendance at work-related events. As a result, employees' total compensation for all hours worked fell below the lawful minimum requirements. These practices were systematic and ongoing.

This Cause of Action seeks civil penalties on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay All Wages Owed (Lab. Code § 204)

Labor Code § 204 imposes a non-waivable duty on Real Time Staffing to pay all earned wages, including commissions and incentive compensation, no less frequently than semimonthly or on other lawfully designated paydays, as established by the statute and any applicable IWC Wage Order. This requirement ensures employees receive timely payment for all hours worked in compliance with statutory deadlines and wage orders. Corona brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps outlined in Labor Code § 2699.3.

Corona and Aggrieved Employees earned wages that Real Time Staffing failed to pay on regular and lawful paydays. Real Time Staffing knowingly delayed payment by omitting earned compensation from scheduled payroll cycles. Employees were not paid in a timely manner for all work performed. This practice occurred repeatedly and was not corrected.

This Cause of Action seeks civil penalties on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201–204)

Labor Code §§ 201 through 204, along with the applicable IWC Wage Order, impose a non-waivable duty on Real Time Staffing to pay all earned final wages, including accrued but unpaid compensation, immediately upon discharge or within seventy-two hours after voluntary separation without notice. This requirement prohibits any policy or practice that causes delay, underpayment, or nonpayment of final wages at separation. Corona brings this Cause of Action solely for civil

Laurel Employment Law APC

penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Corona and Aggrieved Employees who were separated from employment did not receive all earned wages at the time of separation. Real Time Staffing knowingly delayed final pay and failed to include all compensation owed. Employees were required to wait after separation to receive final wages. These practices reflected a common policy or practice.

This Cause of Action seeks civil penalties on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)

Labor Code § 1174 and Labor Code § 1174.5, as well as the applicable IWC Wage Order, impose a non-waivable duty on Real Time Staffing to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation of this policy. Corona brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling steps outlined in Labor Code § 2699.3.

Corona and Aggrieved Employees were subject to payroll recordkeeping practices that failed to accurately capture all hours worked and wages owed. Real Time Staffing knowingly maintained incomplete or inaccurate payroll records. These deficiencies prevented employees from verifying the accuracy of their pay. The failures were widespread and ongoing.

This Cause of Action seeks civil penalties on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

Labor Code § 226(a) and the applicable IWC Wage Order impose a non-waivable duty on Real Time Staffing to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. Real Time Staffing must not adopt any policy or practice that

Laurel Employment Law APC

results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Corona asserts this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to all prefiling steps outlined in Labor Code § 2699.3.

Corona and Aggrieved Employees received wage statements that did not accurately reflect all hours worked and compensation earned. Real Time Staffing knowingly issued wage statements that omitted required information due to unpaid work time and missed break premiums. These inaccuracies hindered employees' ability to understand and verify their pay. The practice was consistent and uncorrected.

This Cause of Action seeks civil penalties on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))

Labor Code § 226(b) and Labor Code § 226(c), as well as the applicable IWC Wage Order, impose a non-waivable duty on Real Time Staffing to permit employees to inspect or copy their wage statements upon request within the statutory timeframes. This obligation requires Real Time Staffing to maintain a process for promptly responding to such requests. It prohibits any policy or practice that results in the delay or denial of access to these records, as regulated under Labor Code § 226(b) and 226(c). Corona brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code § 2699(a), on a representative basis and subject to the prefiling requirements outlined in Labor Code § 2699.3.

Corona and Aggrieved Employees made requests for access to wage statement records that Real Time Staffing failed to fulfill in a timely manner. Real Time Staffing did not promptly provide copies or permit inspection of payroll records after requests were made. Employees were left without timely access to the information needed to review their compensation. This failure stemmed from a common practice that persisted.

This Cause of Action seeks civil penalties only on a representative basis. Real Time Staffing and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices. This section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Corona now seeks civil penalties under PAGA on behalf of all Aggrieved Employees arising from the alleged violations of the Labor Code and applicable IWC Wage Orders.

Laurel Employment Law APC

Attorneys' Fees, Costs, Interest, and Penalties

Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code § 2699(m), Aggrieved Employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Real Time Staffing is liable for these items in addition to the unpaid wages. Corona has already incurred actual damages, costs, and attorney's fees and will continue to incur costs because of Real Time Staffing's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code §§ 2698, *et seq.* (PAGA), Corona reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Real Time Staffing, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

Laurel employment Law APC

Allen Ho

Allen Ho, Esq.

allen@lauremploymentlaw.com