

July 1, 2025

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Core Resource Services LLC
11762 De Palma Rd, Suite 1C
Corona, CA 92883

Defendant mailed certified # 9589 0710 5270 2440 3887 45

Agent for Service of Process for Core Resource Services LLC
John Hernandez
11762 De Palma Rd, Suite 1C
Corona, CA 92883

Agent mailed certified # 9589 0710 5270 2440 3887 52

Re: ***Labor Code Violations of Core Resource Services LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Elder Hernandez, a former non-exempt California employee of Core Resource Services LLC (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations that we allege Defendant engaged in with respect to our client and its other non-exempt California employees (“Aggrieved Employees”).

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 14-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour’s pay at the proper rate of pay for each missed first or second meal period. Our client and Aggrieved Employees would also frequently work during their off-the-clock meal periods, resulting in uncompensated time and significant unpaid wages. Defendant also failed to maintain accurate records showing the start and stop time of meal periods since Defendant did not require our client and Aggrieved Employee to record their meal periods—instead, Defendant maintained a pattern and practice to automatically deduct 30-minute meal periods. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, and 1194.2 and IWC Wage Order 14-2001.

Defendant failed to pay correct premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 14-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every

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four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. They were simply denied and not authorized to take their legally entitled rest periods and were never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 14-2001.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201-203. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES