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PAULINA LOPEZ on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PAULINA LOPEZ, individuals, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

JESSIE LORD BAKERY, LLC., a California
limited liability company; CORTECH
INTERNATIONAL, LLC., a Georgia limited
liability company; CORTECH WEST
STAFFING LLC, a California limited liability
company, and DOES 1-50, inclusive,

Defendant.

Case No.: **24STCV08694**

**REPRESENTATIVE ACTION
COMPLAINT**

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 et seq.**

1 Plaintiff PAULINA LOPEZ brings this PAGA representative action complaint on behalf
2 of herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff PAULINA LOPEZ worked as an employee for Defendants JESSIE LORD
6 BAKERY, LLC., CORTECH INTERNATIONAL, LLC., and CORTECH WEST STAFFING
7 LLC, and Does 1-50 (collectively “Defendant”). Defendant operates a bakery where Plaintiff
8 PAULINA LOPEZ worked in the packaging department from 2017 until September of 2023.
9 Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal.
10 Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt
11 employees of Defendant within one year of serving notice on the LWDA to the present are
12 aggrieved employees.

13 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
14 willful and intentional employment practices and policies. Plaintiff brings this representative
15 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
16 California, based upon the claims articulated below. Plaintiff provided notice of their claims
17 pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
18 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
19 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
20 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
21 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

22 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
23 worked, including overtime hours worked; (2) failing to pay minimum wage; (3) failing to pay all
24 wages owed twice per month; (4) failing to pay wages due upon termination; (5) failing to provide
25 timely meal breaks; (6) failing to provide rest breaks; (7) failing to provide potable drinking water;
26 (8) failing to provide safe working conditions; (9) failing to provide suitable seating; (10) failing
27 to provide accurate itemized wage statements and maintain accurate personnel records; and (11)
28 failing to produce personnel records. Defendant is therefore liable for civil penalties under the Cal.

1 Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as
2 described more fully herein.

3 **THE PARTIES**

4 4. Plaintiff PAULINA LOPEZ is a resident of the State of California and worked for
5 Defendant from 2017 until September of 2023 in the packaging department.

6 5. Defendant JESSIE LORD BAKERY, LLC, is a California limited liability company
7 authorized to do business and doing business in California with the capacity to sue and to be sued,
8 and doing business, in the county of Los Angeles, State of California.

9 6. Defendant CORTECH INTERNATIONAL, LLC, is a Georgia limited liability company
10 authorized to do business and doing business in California with the capacity to sue and to be sued,
11 and doing business, in the county of Los Angeles, State of California.

12 7. Defendant and CORTECH WEST STAFFING LLC, is a California limited liability
13 company authorized to do business and doing business in California with the capacity to sue and
14 to be sued, and doing business, in the county of Los Angeles, State of California.

15 8. Plaintiff is unaware of the true names, capacities, relationships, and extent of
16 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
17 informed and believes and thereon alleges that said Defendant is legally responsible for the
18 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
19 will amend this complaint when their true names and capabilities are ascertained.

20 9. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
21 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
22 of the representative class, and exercised control over their wages, hours, and working conditions.
23 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
24 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
25 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
26 to the other Defendants.
27
28

JURISDICTION AND VENUE

10. Venue is proper in this judicial district because Defendant conducts business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

11. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

12. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

13. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

14. This representative action represents over one hundred current and former hourly nonexempt aggrieved employees.

15. Plaintiff brings this action pursuant to Labor Code Section 2810.3, subdivision 6 (b-f) which provides:

(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

16. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendant engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

1 17. Plaintiff and all current and former hourly nonexempt employees within one year of
2 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
3 *et seq.* (See Labor code §2699(c).)

4 18. Defendant, and each of them, have committed the following violations of the California
5 Labor Code:

6 **Failure to Comply with California Law Concerning Payment of Lawful Wage For All**

7 **Hours Worked, Including Overtime Hours Worked**

8 (Cal. Labor Code §§2218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*)

9 19. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporate said paragraphs herein by reference.

11 20. Section 2(G) of the pertinent Wage Order defines “hours worked” as “the time during
12 which an employee is subject to the control of an employer, and includes all the time the employee
13 is suffered or permitted to work, whether or not required to do so.” When employees like Plaintiff
14 and her coworkers earning at or near minimum wage do not receive payment for all hours worked
15 as a result of unlawful employment practices, including waiting in line to clock in and out, and
16 required off the clock tasks, the result is that they are earning less than the statutory minimum
17 wages for all hours worked. Defendant has been engaged in many unlawful employment practices
18 which resulted in underpayment for hours worked each pay period, including overtime hours
19 worked, as more fully set forth below. Defendant has also failed to pay the required minimum
20 wage for all hours worked and has failed to pay all wages owed twice per month.

21 21. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
22 off the clock and were routinely subjected to periods wherein they were under the Defendant’s
23 control but not compensated for their time. Plaintiff and aggrieved employees were required to
24 perform several required duties off the clock. Plaintiff and aggrieved employees were required to
25 wait in line to clock in and out at time machines. There was only one time machine, and numerous
26 employees came on shift at the same time, requiring employees to join the line significantly before
27 their shift start times to ensure they clock in on time.

1 22. Defendant failed to pay all wages and overtime owed. When overtime was paid, it was
2 not paid at the employees correct regular rate of pay. Defendant has violated Labor Code §§510
3 1194, 1198, 1199 and the Wage Order. Defendant is liable for civil penalties pursuant to Labor
4 Code §§558 and 2698 *et seq.*

5 **Failure to Pay Minimum Wage**

6 (Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

7 23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
8 incorporate said paragraphs herein by reference.

9 24. Pursuant to Labor Code sections 1194, 1194.2, and 1197, it is unlawful for an employer
10 to suffer or permit a California employee to work without paying wages at the proper minimum
11 wage for all time worked as required by the applicable IWC Wage Order.

12 25. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
13 result of Defendant's practices described herein. Based on Defendant's unlawful conduct, and
14 because Plaintiff and the aggrieved employees were paid at or near minimum wage, employer's
15 failure to pay for all hours worked, including overtime, resulted in a payment of less than the
16 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the
17 Wage Order. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

18 **Failure to Pay All Wages Owed Twice Per Month**

19 (Cal. Lab. Code §§204, 210 and 2698 *et seq.*)

20 26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
21 incorporate said paragraphs herein by reference.

22 27. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
23 twice during each calendar month pursuant to Labor Code §204(a).

24 28. Defendant failed to pay all wages earned to employees as a result of the unlawful
25 employment policies and practices discussed herein. As a result of these practices, employees were
26 underpaid for hours worked, including overtime and penalty wages, and this underpayment
27 resulted in a failure to pay all wages owed twice per month.
28

1 29. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
2 for failure to pay wages as required by law.

3 **Failure to Pay Wages Due Upon Termination**

4 (Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*)

5 30. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporate said paragraphs herein by reference.

7 31. An employee who is discharged must be paid all of his or her wages, including accrued
8 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
9 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
10 Plaintiff at the time employment terminated.

11 32. Defendant willfully failed to pay employees who are no longer employed by it all
12 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
13 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
14 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
15 Cal. Lab. Code § 2698 *et. Seq.*

16 **Failure to Provide Timely Meal Breaks**

17 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

18 33. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporate said paragraphs herein by reference.

20 34. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
21 period of more than five hours per day without providing the employee with a meal period of not
22 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
23 to work during any meal... period mandated by an applicable order of the Industrial Welfare
24 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
25 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
26 duty’ meal period and counted as time worked.”

27 35. In this case, Plaintiff and her coworkers frequently took noncompliant meal periods.
28 For example, meal periods were often short because employees were required to clock in at the

30th minute. Given the long lines at the timeclock, employees were required to join the timeclock line 5 minutes early. This time waiting in line was required but unpaid.

36. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy.

37. The Wage Orders require employers to authorize and permit employees to take an uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited by the order is unlawful.” Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Defendant never paid penalty pay to Plaintiff or aggrieved employees for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. Seq.*

Failure to Provide Rest Breaks

(Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2350, 2441, 2698 et seq., 3457, 6712

38. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

39. Defendant has failed to maintain a policy and practice that provides or permits its employees to take off-duty rest periods as required by California law. Plaintiff and aggrieved employees are entitled to at least a ten-minute rest period in which they are relieved of all duties, as required by Cal. Lab. Code §226.7, §512 and the Wage Order.

1 40. Plaintiff explains that she and her coworkers frequently missed rest periods. On the rare
2 occasion a rest period was provided, it was noncompliant because employees had to walk
3 significant distances from their work station to and from the breakroom, all in under 10 minutes.

4 41. Rest periods were either less than ten minutes, not provided, interrupted or late, “on
5 duty,” or not scheduled before and after a meal period for shifts greater than six hours, as
6 prescribed by California law because Defendant: (1) did not account for all hours worked that were
7 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
8 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
9 inform and train employees about when, where and how to take timely and uninterrupted ten-
10 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
11 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
12 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
13 break policy.

14 42. Defendant failed to pay Plaintiff and similarly situated employees all premium
15 compensation (one hour of pay at the employee’s regular rate of pay for missed, untimely rest,
16 interrupted, or noncompliant rest periods) mandated by Labor Code §226.7 (b). As a derivative
17 claim, Plaintiff alleges that pay statements were inaccurate, failing to include required rest period
18 penalties, thus failing the requirements of Labor Code §226(a) and §1198. As a result of these
19 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et*.
20 *Seq.*

21 **Failure to Provide Potable Drinking Water**

22 (Cal. Labor Code §§226.7, 2441, 2698 *et seq.*)

23 43. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 44. California Labor Code §2441 requires employers to provide fresh, free, and pure
26 drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395
27 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and
28 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably

1 cool, and provided to employees free of charge.”⁸ CCR § 3457(c) further requires the provision
2 of potable drinking water and single-use cups. Plaintiff and aggrieved employees were not
3 provided with adequate potable drinking water, not nearly sufficient to meet the needs of the large
4 number of employees working throughout the duration of the shift. Often, no water was provided
5 to employees.

6 45. Pursuant to §2441, “Any violation of this section is punishable for each offense by a
7 fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by
8 imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal.
9 Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation
10 standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for
11 each violation.”

12 **Failure to Provide Safe Working Conditions**

13 (Cal. Labor Code §§198, 6400, 6401, 6402, 6403, 6404, 6407, 2698 et seq., Wage Orders)

14 46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 47. Defendant’s workplaces would get unsafely hot due to Defendant’s lack of adequate
17 climate control in the facilities.

18 48. The Wage Orders require:

19 A. The temperature maintained in each work area shall provide
20 reasonable comfort consistent with industry-wide standards for the nature of the
21 process and the work performed.

22 B. If excessive heat or humidity is created by the work process, the
23 employer shall take all feasible means to reduce such excessive heat or humidity
24 to a degree providing reasonable comfort.

25 49. By violating the wage order requirements concerning heat in the workplace, Defendant
26 is liable pursuant to LC §1198 and for civil penalties pursuant to §2698 *et. seq.* Moreover,
27 Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of
28 employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides

1 that “every employer shall furnish and use safety devices and safeguards, and shall adopt and use
2 practices, means, methods, operations, and processes which are reasonably adequate to render such
3 employment and place of employment safe and healthful. Pursuant to Cal. Labor Code §6402, no
4 employer shall require, or permit any employee to go or be in any employment or place of
5 employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall
6 fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the
7 employment and place of employment safe, or to adopt and use methods and processes reasonably
8 adequate to render the employment and place of employment safe, or to do every other thing
9 reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code §
10 6404 provides that no employer shall occupy or maintain any place of employment that is not safe
11 and healthful. Defendant created and maintained an unsafe work environment by requiring
12 employees to work in unbearable heat. Defendant is liable for civil penalties pursuant to Cal. Labor
13 Code §2699 *et seq*

14 **Failure to Provide Suitable Seating**

15 (Cal. Labor Code §§1198, 2698 *et seq.*, and Wage Orders)

16 50. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 51. Labor Code section 1198 states, in pertinent part, “The employment of any employee...
19 under conditions of labor prohibited by the [Wage Order] is unlawful.”

20 52. The pertinent Wage Order provides that:

21 A. All working employees shall be provided with suitable seats when
22 the nature of the work reasonably permits the use of seats.

23 B. When employees are not engaged in the active duties of their
24 employment and the nature of the work requires standing, an adequate number
25 of suitable seats shall be placed in reasonable proximity to the work area and
26 employees shall be permitted to use such seats when it does not interfere with
27 the performance of their duties.
28

1 53. At all relevant times, Defendant failed to provide Plaintiff and aggrieved employees
2 with suitable seating during their employment as required by the applicable Wage Order. There
3 were no seats in any reasonable proximity to Plaintiff and other aggrieved employees in violation
4 of the wage order. Accordingly, Plaintiff, on behalf of herself and aggrieved employees, will
5 pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent
6 allowed by law for the alleged violations.

7 **Failure to Provide Accurate Itemized Wage Statements**

8 (Cal. Labor Code §§ 226, 1174, 2802, 2699 *et seq.*)

9 54. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporate said paragraphs herein by reference.

11 55. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
12 wage statements to Plaintiff and the aggrieved employees, as well as maintain accurate records, in
13 accordance with Labor Code §§ 226 and 1174.

14 56. Plaintiff and aggrieved employees received wage statements listing “CorTech, LLC”
15 as the employer. However, there is no entity named “CorTech, LLC” registered with the California
16 Secretary of State. Defendant failed to list the true legal name of the employer as required by LC
17 §226(a)(8). Statements also fail to list the correct legal address, listing only “DLI-Gardena, CA
18 branch, 8795 Folsom Blvd, Suite 105.” This is an incorrect legal name and incomplete address.

19 57. The statements provided to Plaintiff and aggrieved employees also violated LC §226(a)
20 because they have not accurately reflected actual gross wages earned, the correct overtime hourly
21 rate, and total hours worked. They also failed to state meal and rest period penalty payments, and
22 reimbursements. Such failures caused injury to Plaintiff and others, by, among other things,
23 impeding them from knowing the total hours worked and the amount of wages to which they are
24 and were entitled. Defendant is liable for civil penalties pursuant to Labor Code § 2699 *et seq.*

25 **Failure to Produce Personnel Records**

26 (Cal. Labor Code §§226, 432, 1109.5, 2698 *et seq.*)

27 58. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

59. In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

60. Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days from the date the employer receives a written request.” An employer’s failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

61. Defendant failed to timely produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Moreover, Defendant continues to fail to produce Plaintiff's records, and the records of other aggrieved employees upon request, as required.

62. These violations subject Defendant to penalties under Labor Code sections 226, 1198.5, and 2699.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

63. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

64. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

1 65. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
3 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

4 66. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
5 Code provisions:

- 6 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
7 Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*);
- 8 b. Failure to Pay Minimum Wage (Cal. Lab. Code §§200, 218.5, 226, 558, 1194,
9 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)
- 10 c. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210 and
11 2698 *et seq.*)
- 12 d. Failure to Timely Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202,
13 203, 227.3, 256 and 2698 *et seq.*)
- 14 e. Failure to Provide Timely Meal Breaks (Cal. Labor Code §§226 (a), 226.7, 512,
15 558, 1198, 2698 *et seq.*)
- 16 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
17 2350, 2441, 2698 *et seq.*, 3457, 6712.)
- 18 g. Failure to Provide Potable Drinking Water (Cal. Labor Code §§ 226.7, 2441 and
19 2698 *et seq.*)
- 20 h. Failure to Provide Safe Working Conditions (Cal. Labor Code §§ 11198, 6400,
21 6401, 6402, 6403, 6404, 6407, 2698 *et seq.*)
- 22 i. Failure to Provide Suitable Seating (Cal. Labor Code §§ 1198 and 2698 *et seq.*)
- 23 j. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,
24 1174, 2802, 2698 *et seq.*)
- 25 k. Failure to Produce Personnel Records (Cal. Labor Code §§ 226, 432, 1109.5, 2698
26 *et seq.*).

27 67. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
28 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per

aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

68. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

69. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

70. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

71. At the time of each violation, Defendant employed one or more employees.

72. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

73. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
3 judgment against Defendant as follows:

- 4 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
5 determined at trial, but at least the jurisdictional amount of this Court;
- 6 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
7 and/or other applicable law;
- 8 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
9 law;
- 10 4. Pre-judgement and post-judgment interest as provided by law; and
- 11 5. Such other and further relief that the Court may deem just and proper.
- 12

13 DATED: April 5, 2024

KOUL LAW FIRM, APC

MAJARIAN LAW GROUP, APC

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18 BY: Nazo Koulloukian, Esq.
19 Attorneys for Plaintiff PAULINA LOPEZ, and all
20 aggrieved employees
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EXHIBIT 1



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January 23, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Jessie Lord Bakery, LLC
21100 S. Western Avenue
Torrance, CA 90501

Cortech International, LLC
710 Morgan Falls Road
Atlanta, GA 30350

Cortech West Staffing LLC
710 Morgan Falls Road
Atlanta, GA 30350

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Paulina Lopez
Employer: Jessie Lord Bakery, LLC
Cortech International, LLC
Cortech West Staffing LLC

Dear Sir or Madam:

Paulina Lopez (“Claimant”) has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM and Sahag Majarian, II, and Garen Majarian of MAJARIAN LAW GROUP, APC, to represent her, and all other aggrieved employees, for conditions of employment and wage and hour claims against her former employers, Jessie Lord Bakery, LLC, Cortech International, LLC, and Cortech West Staffing LLC (collectively hereafter, “Employer”). Claimant worked for Employer from 2017 until September of 2023 in the packaging department.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 210, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510,

512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Claimant brings this action against the above employers, including the staffing agency and its client employer, pursuant to Labor Code Section 2810.3. This PAGA Notice letter shall also serve as notice, pursuant to subdivision 6 (d) of Section 2810.3, that Claimant, on behalf of herself and similarly situated employees, will file a civil action against all employers named above in accordance with Labor Code Section 2810.3, subdivision 6 (b-f), which provide:

(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

(2) Failure to secure valid workers' compensation coverage as required by Section 3700.

Due to unlawful conditions of employment, Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency ("LWDA") and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Comply with California Law Concerning Payment of Lawful Wage For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*)

Section 2(G) of the pertinent Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." When employees like Claimant and her coworkers earning at or near minimum wage do not receive payment for all hours worked as a result of unlawful employment practices, including waiting in line to clock in and out, and required off the clock tasks, the result is that they are earning less than the statutory minimum wages for all hours worked. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked and has failed to pay all wages owed twice per month.

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time. Claimant and aggrieved employees were required to perform several required duties off the clock. Employees were required to wait in line to clock in and out at time machines. There was

only one time machine, and numerous employees came on shift at the same time, requiring employees to join the line significantly before their shift start times to ensure they clock in on time.

Employer failed to pay all wages and overtime owed. When overtime was paid, it was not paid at the employees correct regular rate of pay. Employer has violated Labor Code §§510 1194, 1198, 1199 and the Wage Order. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2, and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described herein. Based on Employer's unlawful conduct, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Order. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Timely Meal Breaks

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

In this case, Claimant and her coworkers frequently took noncompliant meal periods. For example, meal periods were often short because employees were required to clock in at the 30th minute. Given the long lines at the timeclock, employees were required to join the timeclock line 5 minutes early. This time waiting in line was required but unpaid.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy.

The Wage Orders require employers to authorize and permit employees to take an uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited by the order is unlawful.” Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer never paid penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2350, 2441, 2698 *et seq.*, 3457, 6712)

Employer has failed to maintain a policy and practice that provides or permits its employees to take off-duty rest periods as required by California law. Employees are entitled to at least a ten-minute rest period in which they are relieved of all duties, as required by Cal. Lab. Code §226.7, §512 and the Wage Order.

Claimant explains that she and her coworkers frequently missed rest periods. On the rare occasion a rest period was provided, it was noncompliant because employees had to walk significant distances from their work station to and from the breakroom, all in under 10 minutes.

Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty,” or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer failed to pay Claimant and similarly situated employees all premium compensation (one hour of pay at the employee’s regular rate of pay for missed, untimely rest, interrupted, or noncompliant rest periods) mandated by Labor Code §226.7 (b). As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a) and §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Failure to Provide Potable Drinking Water

(Cal. Labor Code §§ 226.7, 2441, 2698 *et seq.*)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.”⁸ CCR § 3457(c) further requires the provision of potable drinking water and single-use cups. Claimant and aggrieved employees were not provided with adequate potable drinking water, not nearly sufficient to meet the needs of the large number of employees working throughout the duration of the shift. Often, no water was provided to employees.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment

for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Failure to Provide Safe Working Conditions
(Cal. Labor Code §§1198, 6400, 6401, 6402, 6403, 6404, 6407, 2698 *et seq.*, Wage Orders)

Employer’s workplaces would get unsafely hot due to Employer’s lack of adequate climate control in the facilities.

The Wage Orders require:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

By violating the wage order requirements concerning heat in the workplace, Employer is liable pursuant to LC §1198 and for civil penalties pursuant to §2698 *et seq.* Moreover, Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides that “every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Pursuant to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Employer created and maintained an unsafe work environment by requiring employees to work in unbearable heat. Employer is liable for civil penalties pursuant to Cal. Labor Code §2699 *et seq.*

Failure To Provide Suitable Seating
(Lab. Code §§ 1198, 2698 *et seq.*, and Wage Orders)

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

The pertinent Wage Order provides that:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by the applicable Wage Order. There were no seats in any reasonable proximity to Claimant and other aggrieved employees in violation of the wage order. Accordingly, Claimant, on behalf of herself and aggrieved employees, will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2802, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

Claimant and aggrieved employees received wage statements listing “CorTech, LLC” as the employer. However, there is no entity named “CorTech, LLC” registered with the California Secretary of State. Employer failed to list the true legal name of the employer as required by LC §226(a)(8). Statements also fail to list the correct legal address, listing only “DLI-Gardena, CA branch, 8795 Folsom Blvd, Suite 105.” This is an incorrect legal name and incomplete address.

The statements provided to Claimant and aggrieved employees also violated LC §226(a) because they have not accurately reflected actual gross wages earned, the correct overtime hourly rate, and total hours worked. They also failed to state meal and rest period penalty payments, and reimbursements. Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer is liable for civil penalties pursuant to Labor Code § 2699 *et seq.*

Failure to Produce Personnel Records
(Cal. Labor Code §§ 226, 432, 1109.5, 2698 *et seq.*)

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee’s signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days from the date the employer receives a written request.” An employer’s failure to comply within this timeframe

likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Employer failed to timely produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. Moreover, Employer continues to fail to produce Claimant's records, and the records of other aggrieved employees upon request, as required.

These violations subject Employer to penalties under Labor Code sections 226, 1198.5, and 2699.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant