



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

July 22, 2025
Page 1 of 7

VIA ONLINE FILING

Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Raul Merino Quiroz A.K.A. Raul Santiago Perez v. Gourmet Sweet Bakeries, Inc., et al.*

Dear Representative:

This office represents Raul Merino Quiroz A.K.A. Raul Santiago Perez (“**Mr. Quiroz**”) with respect to his claims under the California Labor Code against Gourmet Sweet Bakeries, Inc., and Rite Staff, Inc. (“**Employers**”). This letter is being sent simultaneously to Employers by certified mail.

Employers jointly employed Mr. Quiroz from approximately June 2023 to January 2025, as a non-exempt, hourly paid employee. During his employment with Employers, Mr. Quiroz was employed as a Sanitation Representative at Employers’ location at 1151 Olympic Drive, Corona, CA 92881. Gourmet Sweet Bakeries, Inc. is a bakery. Rite Staff, Inc. is a labor contractor as defined by Labor Code section 2810.3(a)(3), which supplies temporary, part-time and full-time employees to businesses throughout California, including Gourmet Sweet Bakeries, Inc.

During Mr. Quiroz’ employment with Employers, Mr. Quiroz was paid approximately \$18 per hour. As a Sanitation Representative, Mr. Quiroz’s job duties included, but were not limited to, washing the dough making machines, washing the molds used to bake the bread, disassembling the bread making machines to disinfect every part prior to reassembling the machines with the sanitized parts.

Mr. Quiroz intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Mr. Quiroz is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employers (“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employers violated several of California’s wage and hour laws during Mr. Quiroz’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 6300, *et seq.*, and the Industrial Welfare Commission Wage Orders (“**IWC Wage Order**”) including *inter alia*, IWC Wage Order Nos. 1 and 7. These claims are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

July 22, 2025
Page 2 of 7

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Quiroz and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Mr. Quiroz and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Mr. Quiroz and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Mr. Quiroz and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Quiroz and Aggrieved Employees to respond to Employer and work-related requests and perform work while clocked out for purported meal breaks. Mr. Quiroz and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Quiroz and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation. Mr. Quiroz was frequently interrupted during his meal break periods to perform work-related tasks due to short staffing.

In addition to requiring Mr. Quiroz and Aggrieved Employees to perform work off-the-clock without compensation, Employers engaged in a systematic underpayment of wages to Mr. Quiroz and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Mr. Quiroz and Aggrieved Employees, which resulted in a failure to pay Mr. Quiroz and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Quiroz and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employers failed to pay Mr. Quiroz and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order Nos. 1 and 7 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Quiroz and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1 and 7; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employers failed to provide Mr. Quiroz and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Quiroz and Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with timely uninterrupted 30-minute meal periods. Further, Mr. Quiroz and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

July 22, 2025
Page 3 of 7

worked over ten (10) hours per day. Employers regularly required Mr. Quiroz and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. Quiroz and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Quiroz and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Mr. Quiroz and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Mr. Quiroz and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Quiroz and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Mr. Quiroz and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included in-person verbal interruptions; and (7) Employers' policy and culture prevented Mr. Quiroz and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Quiroz and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order Nos. 1 and 7 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1 and 7; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employers failed to authorize and permit Mr. Quiroz and Aggrieved Employees take legally-compliant 10-minute rest periods. Employers required Mr. Quiroz and Aggrieved Employees to work through rest periods. Mr. Quiroz and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Quiroz and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. Throughout the entirety of Mr. Quiroz employment with the Employers, he did not receive a third rest break



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

July 22, 2025
Page 4 of 7

period when working over 10 hours. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Quiroz and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Quiroz and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Mr. Quiroz and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Mr. Quiroz and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Mr. Quiroz and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Mr. Quiroz and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in-person verbal interruptions; and (7) Employers' policy and culture prevented Mr. Quiroz and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Quiroz and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order Nos. 1 and 7 and California Labor Code sections 226.7, and 1198.

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1 and 7; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employers failed to timely pay all wages earned because Mr. Quiroz and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Quiroz and Aggrieved



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

July 22, 2025
Page 5 of 7

Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employers failed to maintain accurate records relating to Mr. Quiroz and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order Nos. 1 and 7 and California Labor Code sections 1198.5 and 1174(d).

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1 and 7; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order Nos. 1 and 7 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Quiroz and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include, but are not limited to, gloves and boots. Mr. Quiroz was required to supply his own gloves and boots that met safety requirements for the job and was never reimbursed for it.

Accordingly, Employers violated IWC Order Nos. 1 and 7 and California Labor Code sections 2800 and 2802.

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1 and 7; and attorneys' fees and costs.

8. FAILURE TO PAY REPORTING TIME

Pursuant to California Labor Code section 1198, "the employment of any employee... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order No.1-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay.



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

July 22, 2025
Page 6 of 7

During the relevant time period, Employers failed to pay Mr. Quiroz and other Aggrieved Employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Quiroz and the other Aggrieved Employees reported to work and were furnished less than half the usual or scheduled day's work. Employers also failed to pay Mr. Quiroz and other Aggrieved Employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Quiroz and the other Aggrieved Employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1 and 7; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Quiroz and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Mr. Quiroz and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Mr. Quiroz and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Mr. Quiroz and Aggrieved Employees for meal period premiums, and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Mr. Quiroz and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of the State of California and all Aggrieved Employees, Mr. Quiroz may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

Jeffrey Jimenez

//
//
//



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

July 22, 2025
Page 7 of 7

Notice provided to Employer via Certified Mail (9414 7111 0549 5809 6051 59)

Gourmet Sweets Bakeries Inc.
Attn: Agent for Service of Process, Burhan Nasser
22720 Savi Ranch Parkway
Yorba Linda, CA 92887

Notice provided to Employer via Certified Mail (9414 7111 0549 5809 6050 98)

Rite Staff, Inc.
Attn: Peter Lugo, Agent for Service of Process
1307 W. 6th Ste 201
Corona, CA 92882