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VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

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<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Jasmine Quinones v. AGI Business Group, Inc.; Adriana's Insurance Services, Inc.

Dear Representative:

This office represents Jasmine Quinones ("**Ms. Quinones**") with respect to her claims under the California Labor Code against AGI Business Group, Inc. and Adriana's Insurance Services, Inc. ("**Employers**"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Ms. Quinones since approximately May 7, 2023, as an hourly, non-exempt employee. During her employment with Employers, Ms. Quinones was employed as a Human Resources Generalist at Employers' location at 9455 Charles Smith Ave., Rancho Cucamonga, California 91730. Employers are an insurance company.

Ms. Quinones 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**"). Ms. Quinones is seeking penalties on behalf of himself and 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 Ms. Quinones'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, and 2802, *et seq.*, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 4. The claims made on behalf of Ms. Quinones and Aggrieved Employees 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

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

First, Employers regularly required Ms. Quinones 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



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such work. Employers also failed to provide Ms. Quinones 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, Employers regularly required Ms. Quinones 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 Ms. Quinones and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; and (2) perform work before clocking in at the beginning of their shift such as being required to log on to weekly zoom meetings 10 minutes early. Ms. Quinones 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 Ms. Quinones 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.

In addition to requiring Ms. Quinones and Aggrieved Employees to perform work off-the-clock without compensation, Employers also utilized time rounding practices that resulted in the systematic underpayment of wages to Ms. Quinones. Employers also failed to accurately record the actual time worked by Ms. Quinones and Aggrieved Employees, which resulted in a failure to pay Ms. Quinones 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, Employers failed to pay overtime to Ms. Quinones 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 has failed to pay Ms. Quinones and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Order No. 4 and California Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198.

Ms. Quinones and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20) of IWC Wage Order No. 4; 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 Ms. Quinones and Aggrieved Employees with legally compliant 30-minute meal periods. Ms. Quinones and Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Employers regularly required Ms. Quinones and Aggrieved Employees to work through their meal periods and to take their meal period after their fifth (5th) hour of work. On the occasions that Ms. Quinones and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.



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Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Quinones 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's 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 Ms. Quinones and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Ms. Quinones 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 Ms. Quinones and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Ms. Quinones and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to work telephone calls on their phone and in-person verbal interruptions; and (7) Employers' policy and culture prevented Ms. Quinones 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.

Ms. Quinones 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 No. 4 and California Labor Code sections 226.7, 512(a), and 1198.

Ms. Quinones and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20) of IWC Wage Order No. 4; 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 Ms. Quinones and Aggrieved Employees take legally compliant 10-minute rest periods. Employers required Ms. Quinones and Aggrieved Employees to work through rest periods. Ms. Quinones 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, Ms. Quinones 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. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Ms. Quinones 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



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prevented Ms. Quinones 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 Ms. Quinones and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Ms. Quinones 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 Ms. Quinones and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Ms. Quinones 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 work telephone calls on their work phone and in-person verbal interruptions; and (7) Employers' policy and culture prevented Ms. Quinones 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.

Ms. Quinones 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 No. 4 and California Labor Code sections 226.7 and 1198.

Ms. Quinones and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20) of IWC Wage Order No. 4; 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 has failed to timely pay all wages earned because Ms. Quinones 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).

Ms. Quinones 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.



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5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Ms. Quinones's and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, the name of the employee and her social security number, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Ms. Quinones 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 has failed to maintain accurate records relating to Ms. Quinones's and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 4 and California Labor Code sections 1198.5 and 1174(d).

Ms. Quinones and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20) of IWC Wage Order No. 4; 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 employers to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of her or her job duties or in direct consequence of her or her obedience to the directions of the employers. IWC Wage Order No. 4 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Ms. Quinones 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, personal cell phone use for daily work communications and gas and mileage for personal vehicle use for work related travel.

Accordingly, Employers violated IWC Order No. 4 and California Labor Code sections 2800 and 2802.

Ms. Quinones and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20) of IWC Wage Order No. 4; and attorneys' fees and costs.



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

Upon the termination of employment, Ms. Quinones 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 Ms. Quinones 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 Ms. Quinones 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 Ms. Quinones 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.

Ms. Quinones 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 himself, the State of California and all Aggrieved Employees, Ms. Quinones 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,

A handwritten signature in blue ink, appearing to read "Susan Huerta", is written over a light blue horizontal line.

Susan Huerta

Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5384)

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Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5391)

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PROTECTION



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Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5414)

Richard E. Streza – Registered Agent for AGI Business Group, Inc.

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Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5407)

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