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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: Claudia Quintana v. AGI Business Group, Inc.; Adriana's Insurance Services, Inc.

Dear Representative:

This office represents Claudia Quintana ("**Ms. Quintana**") 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. Quintana from approximately May 2023 to approximately January 31, 2024, as an hourly, non-exempt employee. During her employment with Employers, Ms. Quintana was employed as a Human Resources Recruiter at Employers' location at 9455 Charles Smith Ave., Rancho Cucamonga, California 91730. Employers are an insurance company.

Ms. Quintana 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. Quintana 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. Quintana'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. Quintana 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. Quintana 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. Quintana 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



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work. Employers also failed to provide Ms. Quintana 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. Quintana 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. Quintana 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 after clocking out at the end of their shift such as scheduling interviews and completing assignments. Ms. Quintana 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. Quintana 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. Quintana 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. Quintana. Employers also failed to accurately record the actual time worked by Ms. Quintana and Aggrieved Employees, which resulted in a failure to pay Ms. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana and Aggrieved Employees with legally compliant 30-minute meal periods. Ms. Quintana 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. Quintana and Aggrieved Employees to work through their meal periods and to take their meal period after their fifth (5<sup>th</sup>) hour of work. On the occasions that Ms. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Ms. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana and Aggrieved Employees take legally compliant 10-minute rest periods. Employers required Ms. Quintana and Aggrieved Employees to work through rest periods. Ms. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Ms. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana 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. Quintana 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 Ms. Quintana's and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, the name



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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. Quintana 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. Quintana'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. Quintana 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. Quintana 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.

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

Ms. Quintana 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.

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

Upon the termination of employment, Ms. Quintana 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. Quintana 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. Quintana and Aggrieved Employees for all straight time wage, minimum



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wages, and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Ms. Quintana 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. Quintana 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. Quintana 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".

Susan Huerta

**Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5377)**

AGI Business Group, Inc.  
9445 Charles Smith Avenue  
Rancho Cucamonga, CA 91730

**Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5360)**

Adriana's Insurance Services, Inc.  
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**Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5346)**

Richard E. Streza – Registered Agent for AGI Business Group, Inc.  
9445 Charles Smith Avenue  
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**Notice provided to Employers via Certified Mail (7020 1290 0001 4026 5353)**

Richard Streza – Registered Agent for Adriana's Insurance Services, Inc.  
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