

**COPY**

**AEGIS LAW FIRM, PC**

SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

JESSICA L. CAMPBELL, State Bar No. 280626

JORDAN WYSOCKI, State Bar No. 334671

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

jcampbell@aegislawfirm.com

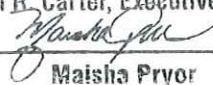
jwyssocki@aegislawfirm.com

**CONFORMED COPY  
ORIGINAL FILED**

Superior Court of California  
County of Los Angeles

MAY 12 2021

Sherri B. Carter, Executive Office/Clerk

By: , Deputy  
Maisha Pryor

Attorneys for Plaintiff Gissel Zavala, individually,  
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

GISSEL ZAVALA, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

SAMEDAY INSURANCE SERVICES,  
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. 21STCV04861

*Assigned For All Purposes To:*

*Hon. Daniel J. Buckley; Department 1*

**FIRST AMENDED COMPLAINT FOR  
VIOLATION OF THE CALIFORNIA  
LABOR CODE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004 (CAL. LAB. CODE  
§§ 2698, ET SEQ.)**

1 Plaintiff Gissel Zavala, individually and on behalf of other aggrieved employees, alleges  
2 as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Gissel Zavala (“Plaintiff”) brings this representative action pursuant to  
5 the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against defendant  
6 Sameday Insurance Services, Inc., and DOES 1 through 20, inclusive (collectively,  
7 “Defendants”), on Plaintiff’s own behalf and on behalf of California citizens who are and were  
8 employed by Defendants as non-exempt employees throughout California.

9 2. Defendants are in the industry of owning and operating insurance agencies.

10 3. Plaintiff is informed and believe, and thereon alleges, that Defendants have  
11 increased their profits by violating state wage and hour laws by, among other things:

- 12 (a) failing to pay all wages (including minimum wages and overtime wages);
- 13 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 14 (c) failing to authorize or permit lawful rest breaks or provide compensation  
15 in lieu thereof;
- 16 (d) failing to reimburse necessary business-related costs;
- 17 (e) failing to provide accurate itemized wage statements; and
- 18 (f) failing to pay all wages due upon separation of employment.

19 4. Plaintiff seeks monetary relief against Defendants on behalf of herself and all  
20 other aggrieved employees in California to recover, among other things, civil penalties pursuant  
21 to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

22 **JURISDICTION AND VENUE**

23 5. This is a representative action pursuant to Private Attorneys General Act of 2004  
24 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceed the  
25 minimal jurisdictional limits of the Superior Court and will be established according to proof at  
26 trial.

27 6. This Court has jurisdiction over this action pursuant to the California  
28 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes

1 except those given by statutes to other courts. The statutes under which this action is brought do  
2 not specify any other basis for jurisdiction.

3 7. This Court has jurisdiction over all Defendants because, upon information and  
4 belief, they are citizens of California, have sufficient minimum contacts in California, or  
5 otherwise intentionally avail themselves of the California market so as to render the exercise of  
6 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
7 substantial justice.

8 8. Venue is proper in this Court because, upon information and belief, Defendants  
9 reside, transact business, or have offices in this county, and the acts and omissions alleged herein  
10 took place in this county.

### 11 **THE PARTIES**

12 9. Plaintiff is a resident of California and worked for Defendants during the relevant  
13 time periods as alleged herein.

14 10. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter  
15 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as  
16 employers, whose employees were and are engaged throughout this county and the State of  
17 California.

18 11. Plaintiff is unaware of the true names or capacities of the defendants sued herein  
19 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this  
20 Complaint and serve such fictitiously named defendants once their names and capacities become  
21 known.

22 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20  
23 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at  
24 all relevant times.

25 13. Plaintiff is informed and believes, and thereon alleges, that each defendant acted  
26 in all respects pertinent to this action as the agent of the other defendant, carried out a joint  
27 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant  
28

1 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the  
2 employer and/or joint employer of Plaintiff and all other aggrieved employees.

3 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts  
4 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES  
5 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the  
6 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the  
7 official policy of Defendants.

8 15. At all relevant times, Defendants, and each of them, acted within the scope of  
9 such agency or employment, or ratified each and every act or omission complained of herein. At  
10 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of  
11 each and all the other Defendants in proximately causing the damages herein alleged.

12 16. Plaintiff is informed and believes, and thereon alleges, that each of said  
13 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
14 omissions, occurrences, and transactions alleged herein.

15 **GENERAL ALLEGATIONS**

16 17. At all relevant times mentioned herein, Defendants employed Plaintiff and other  
17 California residents as non-exempt employees or employees throughout California at  
18 Defendants' California business location(s).

19 18. Defendants continue to employ non-exempt employees or employees within  
20 California.

21 19. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
22 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who  
23 were knowledgeable about California's wage and hour laws, employment and personnel  
24 practices, and the requirements of California law.

25 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
26 should have known that Plaintiff and other aggrieved employees were entitled to receive wages  
27 for all time worked (including minimum wages and overtime wages) and that they were not  
28 receiving all wages earned for work that was required to be performed. In violation of the Labor

1 Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages  
2 (including minimum wages and overtime wages) for all hours worked, including, but not limited  
3 to requiring Plaintiff and other aggrieved employees to work off-the-clock and through meal  
4 periods, and failing to compensate Plaintiff and other aggrieved employees for these hours.

5 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
6 should have known that Plaintiff and other aggrieved employees were entitled to receive all  
7 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other  
8 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal  
9 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved  
10 employees did not receive all meal periods or payment of one (1) additional hour of pay at  
11 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,  
12 uninterrupted meal period.

13 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
14 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest  
15 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'  
16 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor  
17 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest  
18 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'  
19 regular rate of pay when a rest break was missed, late, or interrupted.

20 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
21 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement  
22 and/or indemnification for all necessary business expenditures or losses as a direct consequence  
23 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation  
24 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred  
25 necessary business expenses or losses, such as cell phones, computers, and internet, but were not  
26 reimbursed nor indemnified of such expenses or losses that were incurred as a direct  
27 consequence of the discharge of their duties, or of their obedience to the directions of  
28 Defendants.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive itemized wage statements that accurately showed the following information pursuant to the Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved employees were not provided with accurate itemized wage statements.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that the aggrieved employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, the aggrieved employees did not receive payment of all wages within the permissible time periods.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

## FIRST CAUSE OF ACTION

## ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* (“PAGA”)

27. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as though fully set forth herein.

28. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or

1 employees for violation of the Labor Code may, as an alternative, be recovered through a civil  
2 action brought by an aggrieved employee on behalf of himself or herself and other current or  
3 former employees pursuant to the procedures specified in Labor Code § 2699.3.

4 29. For all provisions of the Labor Code except those for which a civil penalty is  
5 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred  
6 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two  
7 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay  
8 period in which Defendants violated these provisions of the Labor Code.

9 30. Defendants' conduct violates numerous Wage Order and Labor Code sections,  
10 including, but not limited to, the following:

- 11 a. violation of Labor Code §§ 201-203, 204, 210, 510, 558, 1182.12, 1194,  
12 1197, and 1198 for failure to timely pay all earned wages (including  
13 minimum wage and overtime wages) owed to Plaintiff and other  
14 aggrieved employees during employment and upon separation of  
15 employment as herein alleged;
- 16 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal  
17 periods to Plaintiff and other aggrieved employees and failure to pay  
18 premium wages for missed meal periods as herein alleged;
- 19 c. violation of Labor Code § 226.7 for failure to permit rest breaks to  
20 Plaintiff and other aggrieved employees and failure to pay premium  
21 wages for missed rest periods as herein alleged;
- 22 d. violation of Labor Code § 226 for failure to provide accurate itemized  
23 wage statements to Plaintiff and other aggrieved employees as herein  
24 alleged;
- 25 e. violation of Labor Code §§ 2800 and 2802 for failure to reimburse  
26 Plaintiff and other aggrieved employees for all business expenses  
27 incurred as herein alleged; and  
28

1 f. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain  
2 accurate and complete records showing, among other things, the hours  
3 worked daily by and the wages paid to aggrieved employees.

4 31. Plaintiff is an “aggrieved employee” because she was employed by the alleged  
5 violator and had one or more of the violations committed against her, and therefore is properly  
6 suited to represent the interests of all other aggrieved employees.

7 32. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3  
8 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all  
9 other aggrieved employees under PAGA.

10 33. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to  
11 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections  
12 cited above.

13 34. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred  
14 herein.

15 **PRAYER FOR RELIEF**

16 On Plaintiff’s own behalf and on behalf of all other aggrieved employees, Plaintiff prays  
17 for relief and judgment against Defendants, jointly and severally, as follows:

18 1. For civil penalties against Defendants on behalf of all aggrieved employees and  
19 the LWDA pursuant to Labor Code § 2698, *et seq.*;

20 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted  
21 by law, including, but not limited to, Code of Civil Procedure § 1021.5, Labor Code § 2698 *et*  
22 *seq.*; and

23 3. For such other relief as the Court deems just and proper.

24  
25 Dated: May 11, 2021

**AEGIS LAW FIRM, PC**

26  
27 By: \_\_\_\_\_

Jordan Wysocki

Attorneys for Plaintiff Gissel Zavala

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over  
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and  
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On May 12, 2021, I served the foregoing document entitled:

- 6 • **FIRST AMENDED COMPLAINT FOR VIOLATION OF THE  
7 CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT  
8 OF 2004 (CAL. LAB. CODE §§ 2698, ET SEQ.)**

9 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true  
10 copy thereof on the party(ies) addressed below as follows:

11 Bradley E. Schwan  
12 LITTLER MENDELSON, P.C.  
13 2001 Ross Avenue  
14 Suite 1500, Lock Box 116  
15 Dallas, Texas 75201.2931  
16 Telephone: 214.880.8100  
17 Fax No.: 214.880.0181  
18 [bschwan@littler.com](mailto:bschwan@littler.com)

Uliana Kozeychuk  
LITTLER MENDELSON, P.C.  
18565 Jamboree Road, Suite 800  
Irvine, CA 92612  
Telephone: 949.705.3000  
Fax No.: 949.724.1201  
[ukozeychuk@littler.com](mailto:ukozeychuk@littler.com)

19 *Attorneys for Defendant:*  
20 SAMEDAY INSURANCE SERVICES, INC.

21 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing  
22 correspondence for mailing. Under that practice it would be deposited with the U.S.  
23 Postal Service on that same day with postage thereon fully prepaid at Irvine, California  
24 in the ordinary course of business. I am aware that on motion of the party served, service  
25 is presumed invalid if postage cancellation date or postage meter date is more than one  
26 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*  
27 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

28 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business  
practice of Aegis Law Firm PC for collection and processing correspondence for  
overnight delivery, and I caused such document(s) described herein to be deposited for  
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*  
*Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via  
electronic transmission via Case Anywhere to the above listed email addresses on the  
date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R.*  
*Civ. Proc.* 5(b)(3).)

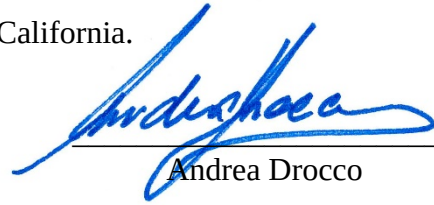
☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to  
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*  
5(b)(2)(A).)

27 ///

28 ///

1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed on May 12, 2021, at Irvine, California.

4   
5 \_\_\_\_\_  
6 Andrea Drocco  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28