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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

ARIES APCAR, individually, and on behalf
of other members of the general public
similarly situated, and as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

FREEWAY INSURANCE SERVICES
AMERICA, LLC, an Illinois limited
liability company; ACCEPTANCE
INSURANCE AGENCY OF TENNESSEE,
INC., a Tennessee corporation; CONFIE
ADMINISTRATIVE SERVICES, INC., a
California corporation; CONFIE
ESTRELLA, INC, a California corporation;
CONFIE HOLDING CO., a California
corporation; CONFIE HOLDING II CO., a
California corporation; CONFIE
PREMIUM FINANCE, LLC, a California
limited liability company; CONFIE
SEGUROS, INC., a Delaware corporation;
CONFIE SEGUROS CALIFORNIA, LLC,
a California limited liability company;
CONFIE RISK SOLUTIONS, LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2025-0001715

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11040 Subdivision 5(A) (Failure to Provide Reporting Time Pay);

FILED

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- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Aries Aparcar, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this
5 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Aries Apcar is a resident of Stockton, in San Joaquin County,
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
10 approximately November 2019 to May 2024. Plaintiff worked for Defendants as a Managing
11 Insurance Agent and Store Manager at their retail office located at 5940 Pacific Avenue, Suite
12 B, Stockton, California. During his employment, Plaintiff typically worked eight (8) hours or
13 more per day and six (6) days per week. Plaintiff's primary job duties included, without
14 limitation, running the retail office, selling insurance, providing customer service, training
15 new employees, and recruiting employees.

16 5. FREEWAY INSURANCE SERVICES AMERICA, LLC was and is, upon
17 information and belief, an Illinois limited liability company, and at all times hereinafter
18 mentioned, an employer whose employees are engaged throughout this county and the State of
19 California.

20 6. ACCEPTANCE INSURANCE AGENCY OF TENNESSEE, INC. was and is,
21 upon information and belief, a Tennessee corporation, and at all times hereinafter mentioned,
22 an employer whose employees are engaged throughout this county and the State of California.

23 7. CONFIE ADMINISTRATIVE SERVICES, INC. was and is, upon information
24 and belief, a California corporation, and at all times hereinafter mentioned, an employer
25 whose employees are engaged throughout this county and the State of California.

26 8. CONFIE ESTRELLA, INC was and is, upon information and belief, a
27 California corporation, and at all times hereinafter mentioned, an employer whose employees
28 are engaged throughout this county and the State of California.

1 9. CONFIE HOLDING CO. was and is, upon information and belief, a California
2 corporation, and at all times hereinafter mentioned, an employer whose employees are
3 engaged throughout this county and the State of California.

4 10. CONFIE HOLDING II CO. was and is, upon information and belief, a
5 California corporation, and at all times hereinafter mentioned, an employer whose employees
6 are engaged throughout this county and the State of California.

7 11. CONFIE PREMIUM FINANCE, LLC was and is, upon information and belief,
8 a California limited liability company, and at all times hereinafter mentioned, an employer
9 whose employees are engaged throughout this county and the State of California.

10 12. CONFIE SEGUROS, INC. was and is, upon information and belief, a Delaware
11 corporation, and at all times hereinafter mentioned, an employer whose employees are
12 engaged throughout this county and the State of California.

13 13. CONFIE SEGUROS CALIFORNIA, LLC was and is, upon information and
14 belief, a California limited liability company, and at all times hereinafter mentioned, an
15 employer whose employees are engaged throughout this county and the State of California.

16 14. CONFIE RISK SOLUTIONS, LLC was and is, upon information and belief, a
17 California limited liability company, and at all times hereinafter mentioned, an employer
18 whose employees are engaged throughout this county and the State of California.

19 15. Plaintiff is unaware of the true names or capacities of the Defendants sued
20 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
21 amend the complaint and serve such fictitiously named Defendants once their names and
22 capacities become known.

23 16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
24 were the partners, agents, owners, or managers of FREEWAY INSURANCE SERVICES
25 AMERICA, LLC; ACCEPTANCE INSURANCE AGENCY OF TENNESSEE, INC.;
26 CONFIE ADMINISTRATIVE SERVICES, INC.; CONFIE ESTRELLA, INC; CONFIE
27 HOLDING CO.; CONFIE HOLDING II CO.; CONFIE PREMIUM FINANCE, LLC;
28 CONFIE SEGUROS, INC.; CONFIE SEGUROS CALIFORNIA, LLC; and CONFIE RISK

1 SOLUTIONS, LLC, at all relevant times.

2 17. Plaintiff is informed and believes, and thereon alleges, that each and all of the
3 acts and omissions alleged herein was performed by, or is attributable to FREEWAY
4 INSURANCE SERVICES AMERICA, LLC; ACCEPTANCE INSURANCE AGENCY OF
5 TENNESSEE, INC.; CONFIE ADMINISTRATIVE SERVICES, INC.; CONFIE
6 ESTRELLA, INC; CONFIE HOLDING CO.; CONFIE HOLDING II CO.; CONFIE
7 PREMIUM FINANCE, LLC; CONFIE SEGUROS, INC.; CONFIE SEGUROS
8 CALIFORNIA, LLC; CONFIE RISK SOLUTIONS, LLC; and/or DOES 1 through 10
9 (collectively, “Defendants” or “CONFIE”), each acting as the agent, employee, alter ego,
10 and/or joint venturer of, or working in concert with, each of the other co-Defendants and was
11 acting within the course and scope of such agency, employment, joint venture, or concerted
12 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
13 were in accordance with, and represent, the official policy of Defendants.

14 18. At all relevant times, Defendants, and each of them, ratified each and every act
15 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
16 and abetted the acts and omissions of each and all the other Defendants in proximately causing
17 the damages herein alleged.

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

21 20. Under California law, Defendants are jointly and severally liable as employers
22 for the violations alleged herein because they have each exercised sufficient control over the
23 wages, hours, working conditions, and employment status of Plaintiff and class members.
24 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
25 controlled their work schedule and/or conditions of employment, determined their rate of pay,
26 and maintained their employment records. Defendants suffered or permitted Plaintiff and
27 class members to work and/or “engaged” Plaintiff and class members so as to create a
28 common-law employment relationship. As joint employers of Plaintiff and class members,

1 Defendants are jointly and severally liable for the civil penalties and all other relief available
2 to Plaintiff and class members under the law.

3 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
4 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
5 members because Defendants have:

- 6 (a) jointly exercised meaningful control over the work performed by
7 Plaintiff and class members;
- 8 (b) jointly exercised meaningful control over Plaintiff's and class members'
9 wages, hours, and working conditions, including the quantity, quality
10 standards, speed, scheduling, and operative details of the tasks
11 performed by Plaintiff and class members;
- 12 (c) jointly required that Plaintiff and class members perform work which is
13 an integral part of Defendants' businesses; and
- 14 (d) jointly exercised control over Plaintiff and class members as a matter of
15 economic reality in that Plaintiff and class members were dependent on
16 Defendants, who shared the power to set the wages of Plaintiff and class
17 members and determined their working conditions, and who jointly
18 reaped the benefits from the underpayment of their wages and
19 noncompliance with other statutory provisions governing their
20 employment.

21 22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
22 there has existed a unity of interest and ownership between Defendants such that any
23 individuality and separateness between the entities has ceased.

24 23. FREEWAY INSURANCE SERVICES AMERICA, LLC; ACCEPTANCE
25 INSURANCE AGENCY OF TENNESSEE, INC.; CONFIE ADMINISTRATIVE
26 SERVICES, INC.; CONFIE ESTRELLA, INC; CONFIE HOLDING CO.; CONFIE
27 HOLDING II CO.; CONFIE PREMIUM FINANCE, LLC; CONFIE SEGUROS, INC.;
28 CONFIE SEGUROS CALIFORNIA, LLC; CONFIE RISK SOLUTIONS, LLC; and DOES 1

1 through 10 are therefore alter egos of each other.

2 24. Adherence to the fiction of the separate existence of Defendants would permit
3 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
4 from liability for the wrongful acts committed by them under the name “CONFIE.”

5 25. Plaintiff further alleges, upon information and belief, that Defendants
6 FREEWAY INSURANCE SERVICES AMERICA, LLC; ACCEPTANCE INSURANCE
7 AGENCY OF TENNESSEE, INC.; CONFIE ADMINISTRATIVE SERVICES, INC.;
8 CONFIE ESTRELLA, INC; CONFIE HOLDING CO.; CONFIE HOLDING II CO.; CONFIE
9 PREMIUM FINANCE, LLC; CONFIE SEGUROS, INC.; CONFIE SEGUROS
10 CALIFORNIA, LLC; and CONFIE RISK SOLUTIONS, LLC are alter egos of each other for
11 the following reasons:

12 (a) On the California Secretary of State’s website
13 (<https://bizfileonline.sos.ca.gov/>), FREEWAY INSURANCE
14 SERVICES AMERICA, LLC; ACCEPTANCE INSURANCE
15 AGENCY OF TENNESSEE, INC.; CONFIE ADMINISTRATIVE
16 SERVICES, INC.; CONFIE ESTRELLA, INC; CONFIE HOLDING
17 CO.; CONFIE HOLDING II CO.; CONFIE PREMIUM FINANCE,
18 LLC; CONFIE SEGUROS, INC.; CONFIE SEGUROS CALIFORNIA,
19 LLC; and CONFIE RISK SOLUTIONS, LLC share the same principal
20 address and mailing address of “7711 CENTER AVENUE, SUITE 200,
21 HUNTINGTON BEACH, CA 92647”;

22 (b) On the California Secretary of State’s website, FREEWAY
23 INSURANCE SERVICES AMERICA, LLC; ACCEPTANCE
24 INSURANCE AGENCY OF TENNESSEE, INC.; CONFIE
25 ADMINISTRATIVE SERVICES, INC.; CONFIE ESTRELLA, INC;
26 CONFIE HOLDING CO.; CONFIE HOLDING II CO.; CONFIE
27 PREMIUM FINANCE, LLC; CONFIE SEGUROS, INC.; CONFIE
28 SEGUROS CALIFORNIA, LLC; and CONFIE RISK SOLUTIONS,

1 LLC share the same agent for service of process, “CSC - LAWYERS
2 INCORPORATING SERVICE”;

3 (c) According to their most recent “Statement of Information” forms filed
4 with the California Secretary of State, FREEWAY INSURANCE
5 SERVICES AMERICA, LLC; ACCEPTANCE INSURANCE
6 AGENCY OF TENNESSEE, INC.; CONFIE ADMINISTRATIVE
7 SERVICES, INC.; CONFIE ESTRELLA, INC; CONFIE HOLDING
8 CO.; CONFIE HOLDING II CO.; CONFIE PREMIUM FINANCE,
9 LLC; CONFIE SEGUROS, INC.; CONFIE SEGUROS CALIFORNIA,
10 LLC; and CONFIE RISK SOLUTIONS, LLC share the same officers,
11 directors, and/or members including, but not limited to, Cesar Soriano
12 and Michael Kaplan; and

13 (d) On information and belief, FREEWAY INSURANCE SERVICES
14 AMERICA, LLC; ACCEPTANCE INSURANCE AGENCY OF
15 TENNESSEE, INC.; CONFIE ADMINISTRATIVE SERVICES, INC.;
16 CONFIE ESTRELLA, INC; CONFIE HOLDING CO.; CONFIE
17 HOLDING II CO.; CONFIE PREMIUM FINANCE, LLC; CONFIE
18 SEGUROS, INC.; CONFIE SEGUROS CALIFORNIA, LLC; and
19 CONFIE RISK SOLUTIONS, LLC utilize the same standardized
20 employment forms and issue the same employment policies.

21 **GENERAL ALLEGATIONS**

22 26. Defendants operate a privately owned insurance brokerage company. Upon
23 information and belief, Defendants maintain a single, centralized Human Resources (“HR”)
24 department at their company headquarters in Huntington Beach, California, which is
25 responsible for the recruiting and hiring of new employees, and communicating and
26 implementing Defendants’ company-wide policies, including timekeeping policies and meal
27 and rest period policies, to employees throughout California.

28 27. In particular, Plaintiff and class members, on information and belief, received

1 the same standardized documents and/or written policies. Upon information and belief, the
2 usage of standardized documents and/or written policies, including new-hire documents,
3 indicate that Defendants dictated policies at the corporate level and implemented them
4 company-wide, regardless of their employees' assigned locations or positions. Upon
5 information and belief, Defendants set forth uniform policies and procedures in several
6 documents provided at an employee's time of hire.

7 28. Upon information and belief, Defendants maintain a centralized Payroll
8 department at their company headquarters in Huntington Beach, California, which processes
9 payroll for all non-exempt, hourly paid employees working for Defendants at their various
10 locations in California, including Plaintiff and class members. Based upon information and
11 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
12 employees in California, irrespective of their work locations. Upon information and belief,
13 Defendants process payroll for departing employees in the same manner throughout the State
14 of California, regardless of the manner in which each employee's employment ends.

15 29. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 30. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
19 and advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 31. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
22 members were not paid for all hours worked because all hours worked were not recorded.

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive certain wages for
25 overtime compensation and that they were not receiving certain wages for overtime
26 compensation.

27 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to be paid at a regular rate

1 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
2 premiums, that included as eligible income all remuneration required by law, including, but
3 not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
4 forms of compensation, but failed to include all forms of remuneration in calculating the
5 regular rate of pay for Plaintiff and class members.

6 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to receive at least minimum
8 wages for compensation and that they were not receiving at least minimum wages for work
9 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
10 and class members were not paid at least minimum wages for work done off-the-clock.

11 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to meal periods in
13 accordance with the California Labor Code and applicable IWC Wage Order or payment of
14 one (1) additional hour of pay at their regular rates of pay when they were not provided with
15 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
16 were not provided with all meal periods or payment of one (1) additional hour of pay at their
17 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
18 period.

19 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to rest periods in
21 accordance with the California Labor Code and applicable IWC Wage Order or payment of
22 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
23 permitted to take a compliant rest period and that Plaintiff and class members were not
24 authorized and permitted to take compliant rest periods or provided with payment of one (1)
25 additional hour of pay at their regular rates of pay when they were not authorized and
26 permitted to take a compliant rest period.

27 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive complete and

1 accurate wage statements in accordance with California law. In violation of the California
2 Labor Code, Plaintiff and class members were not provided complete and accurate wage
3 statements.

4 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that they had a duty to maintain accurate and complete payroll records in
6 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
7 knowingly, and intentionally failed to do so.

8 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to timely payment of all
10 wages earned upon termination of employment. In violation of the California Labor Code,
11 Plaintiff and class members did not receive payment of all wages due, including, but not
12 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting
13 time pay, within permissible time periods.

14 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to timely payment of wages
16 during their employment. In violation of the California Labor Code, Plaintiff and class
17 members did not receive payment of all wages, including, but not limited to, overtime wages,
18 minimum wages, meal and rest period premiums, and/or reporting time pay, within
19 permissible time periods.

20 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to receive all reporting time
22 pay when Plaintiff and class members were required to report to work but were put to work
23 for less than half of their usual or scheduled shift. In violation of the California Labor Code
24 and applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time
25 pay.

26 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive full
28 reimbursement for all business-related expenses and costs they incurred during the course and

scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

43. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

44. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

45. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

46. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

47. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have

1 been violated, including the facts and theories to support the alleged
2 violation.

3 (b) An aggrieved employee's notice filed with the LWDA pursuant to
4 2699.3(a) and any employer response to that notice shall be
5 accompanied by a filing fee of seventy-five dollars (\$75).

6 (c) The LWDA shall notify the employer and the aggrieved employee or
7 representative by certified mail that it does not intend to investigate the
8 alleged violation ("LWDA Notice") within sixty (60) calendar days of
9 the postmark date of the aggrieved employee's notice. Upon receipt of
10 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
11 (65) calendar days of the postmark date of the aggrieved employee's
12 notice, the aggrieved employee may commence a civil action pursuant
13 to California Labor Code section 2699 to recover civil penalties.

14 48. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
15 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
16 provision other than those listed in Section 2699.5 after the following requirements have been
17 met:

18 (a) The aggrieved employee or representative shall give written notice by
19 online filing with the LWDA and by certified mail to the employer of
20 the specific provisions of the California Labor Code alleged to have
21 been violated (other than those listed in Section 2699.5), including the
22 facts and theories to support the alleged violation.

23 (b) An aggrieved employee's notice filed with the LWDA pursuant to
24 2699.3(c) and any employer response to that notice shall be
25 accompanied by a filing fee of seventy-five dollars (\$75).

26 (c) The employer may cure the alleged violation within thirty-three (33)
27 calendar days of the postmark date of the notice sent by the aggrieved
28 employee or representative. The employer shall give written notice

1 within that period of time by certified mail to the aggrieved employee or
2 representative and by online filing with the LWDA if the alleged
3 violation is cured, including a description of actions taken, and no civil
4 action pursuant to Section 2699 may commence. If the alleged violation
5 is not cured within the 33-day period, the aggrieved employee may
6 commence a civil action pursuant to Section 2699.

7 49. On February 4, 2025, Plaintiff provided written notice by online filing to the
8 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
9 Code alleged to have been violated, including facts and theories to support the alleged
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
11 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
12 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
13 Plaintiff PAGA Case Number LWDA-CM-1077868-25. A true and correct copy of Plaintiff's
14 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

15 50. As of the filing date of this complaint, over 65 days have passed since Plaintiff
16 sent the notice described above to the LWDA, and the LWDA has not responded that it
17 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

18 51. Thus, Plaintiff has satisfied the administrative prerequisites under California
19 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
20 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
21 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

22 52. Labor Code section 558(a) provides "[a]ny employer or other person acting on
23 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
24 provision regulating hours and days of work in any order of the Industrial Welfare
25 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
26 dollars (\$50) for each underpaid employee for each pay period for which the employee was
27 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee was underpaid" Labor

Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

53. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’ rights by violating various sections of the California Labor Code as set forth above.

54. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

55. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

56. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

57. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

58. Plaintiff’s proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from November 11, 2021, until the date of trial (“Class”).

59. Plaintiff’s proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial (“Subclass”).

60. Members of the Class and Subclass are referred to herein as “class members.”

1 61. Plaintiff reserves the right to redefine the Class and Subclass and to add
2 additional subclasses as appropriate based on further investigation, discovery, and specific
3 theories of liability.

4 62. There are common questions of law and fact as to class members that
5 predominate over questions affecting only individual members, including, but not limited to:

- 6 (a) Whether Defendants required Plaintiff and class members to work over
7 eight (8) hours per day, over twelve (12) hours per day, or over forty
8 (40) hours per week and failed to pay all legally required overtime
9 compensation to Plaintiff and class members;
- 10 (b) Whether Defendants failed to include all forms of remuneration in the
11 regular rate of pay as required by law for purposes of paying overtime
12 wages and/or meal and rest period premiums to Plaintiff and class
13 members;
- 14 (c) Whether Defendants failed to pay Plaintiff and class members at least
15 minimum wages for all hours worked;
- 16 (d) Whether Defendants failed to provide Plaintiff and class members with
17 meal periods;
- 18 (e) Whether Defendants failed to authorize and permit Plaintiff and class
19 members to take rest periods;
- 20 (f) Whether Defendants provided Plaintiff and class members with
21 complete and accurate wage statements as required by California Labor
22 Code section 226(a);
- 23 (g) Whether Defendants maintained accurate payroll records as required by
24 California Labor Code section 1174(d);
- 25 (h) Whether Defendants failed to pay earned overtime wages, minimum
26 wages, meal and rest period premiums, and/or reporting time pay due to
27 Plaintiff and class members upon their discharge;
- 28 (i) Whether Defendants failed timely to pay overtime wages, minimum

wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members during their employment;

- (j) Whether Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11040(5);
- (k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

63. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately

1 protect the interests of each class member with whom he has a well-
2 defined community of interest and typicality of claims, as demonstrated
3 herein. Plaintiff acknowledges that he has an obligation to make known
4 to the Court any relationship, conflicts or differences with any class
5 member. Plaintiff's attorneys, the proposed class counsel, are versed in
6 the rules governing class action discovery, certification, and settlement.
7 Plaintiff has incurred, and throughout the duration of this action, will
8 continue to incur costs and attorneys' fees that have been, are, and will
9 be necessarily expended for the prosecution of this action for the
10 substantial benefit of each class member.

11 (d) Superiority: The nature of this action makes the use of class action
12 adjudication superior to other methods. A class action will achieve
13 economies of time, effort, and expense as compared with separate
14 lawsuits, and will avoid inconsistent outcomes because the same issues
15 can be adjudicated in the same manner and at the same time for the
16 entire class.

17 (e) Public Policy Considerations: Employers in the State of California
18 violate employment and labor laws every day. Current employees are
19 often afraid to assert their rights out of fear of direct or indirect
20 retaliation. Former employees are fearful of bringing actions because
21 they believe their former employers might damage their future
22 endeavors through negative references and/or other means. Class
23 actions provide the class members who are not named in the complaint
24 with a type of anonymity that allows for the vindication of their rights
25 while simultaneously protecting their privacy.

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1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

3 **(Against all Defendants)**

4 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 65. Labor Code section 1198 makes it illegal to employ an employee under
7 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
8 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
9 shall be the . . . standard conditions of labor for employees. The employment of any employee
10 . . . under conditions of labor prohibited by the order is unlawful.”

11 66. California Labor Code section 1198 and the applicable IWC Wage Order
12 provide that it is unlawful to employ persons without compensating them at a rate of pay
13 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
14 number of hours worked by the person on a daily or weekly basis.

15 67. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and class members working more than eight (8) hours in a day
17 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
18 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
19 workweek.

20 68. The applicable IWC Wage Order further provides that Defendants are and were
21 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
22 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
23 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
24 employee, including nondiscretionary bonuses and incentive pay.

25 69. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 70. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
5 class members were not paid overtime premiums for all of the hours they worked in excess of
6 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week, because all hours worked were not recorded.

8 71. First, during the relevant time period, Defendants had, and continue to have, a
9 company-wide policy and/or practice of discouraging and impeding Plaintiff and class
10 members from recording hours worked that were outside of their scheduled shifts. As stated
11 in Defendants' Overtime policy, "All overtime must be approved in advance by the Team
12 Member's supervisor. **Working overtime without prior authorization may result in**
13 **disciplinary action up to and including termination of employment.**" (Emphasis added.).
14 This policy of limiting overtime, coupled with Defendants' policies and/or practices of
15 understaffing and/or single-staffing and assigning heavy workloads (*see infra*), led Plaintiff
16 and class members to work off-the-clock before and after their scheduled shift times. For
17 example, before Plaintiff clocked in for his shifts, he worked off-the-clock preparing the
18 office for opening, including cleaning, vacuuming, and putting out advertisement signs
19 outside of the office. As another example, after Plaintiff clocked out from his shifts, he
20 worked off-the-clock completing closing duties and assisting clients. Additionally, Plaintiff
21 and class members were required to train and complete onboarding tasks with new employees,
22 but due to the heavy workload and limitation on accruing overtime, they were not able to
23 complete these tasks during their shifts and instead completed them outside of their shifts or
24 on their days off. Finally, when Plaintiff and class members were required to travel off-the-
25 clock to attend mandatory meetings, they were not paid for their travel time. Thus,
26 Defendants failed to track this time spent working outside of their scheduled shifts, and
27 Plaintiff and class members received no compensation for this time.

28 72. Second, upon information and belief, during the relevant period, Defendants

1 had a company-wide policy and/or practice of improperly rounding employee clock-in and
2 clock-out times to the nearest quarter (0.25) of an hour. Defendants' rounding policy resulted
3 in the failure to compensate Plaintiff and class members fully for all hours worked, causing
4 Plaintiff and class members to not be paid overtime wages for all of the overtime hours they
5 actually worked. Upon information and belief, Defendants' rounding policy was, and
6 continues to be, unfair and has, over time, resulted in the underpayment of wages to Plaintiff
7 and class members. To the extent Defendants' rounding policy took away time worked that
8 was eligible for overtime, Plaintiff and class members were denied overtime pay for all hours
9 worked.

10 73. Third, Defendants had, and continue to have, company-wide policies and/or
11 practices of understaffing and/or single-staffing while assigning heavy workloads, including
12 pressuring employees to meet sales goals, which resulted in a failure to provide Plaintiff and
13 class members with adequate meal period coverage, because there were too few employees on
14 duty to handle the workload. Defendants' policies and/or practices resulted in a failure to
15 provide Plaintiff and class members with adequate meal period coverage, and thus, Plaintiff
16 and class members were not always afforded uninterrupted 30-minute meal periods during
17 shifts when they were entitled to receive a meal period. Defendants also had a practice of
18 failing to schedule meal periods which, in conjunction with the assignment of heavy
19 workloads, further caused Plaintiff and class members to not be relieved of their duties for
20 compliant meal periods. For example, due to lack of coverage and heavy workload, Plaintiff
21 regularly worked straight through his meal periods. Thus, Plaintiff and class members worked
22 through their unpaid meal periods in order to complete their assigned workloads.

23 74. Fourth, during the relevant time period, on information and belief, because
24 Defendants frowned upon employees accruing meal period premiums, Defendants'
25 management pressured Plaintiff and class members to record compliant meal periods, upon
26 threat of discipline, even when they did not receive a compliant meal period. Thus,
27 Defendants did not record all hours worked during meal periods, and Plaintiff and class
28 members performed work during meal periods for which they were not paid.

1 75. Defendants knew or should have known that as a result of these company-wide
2 practices and/or policies, Plaintiff and class members were performing their assigned duties
3 off-the-clock before and after their shifts and during meal periods, and were suffered or
4 permitted to perform work for which they were not paid. Because Plaintiff and class members
5 worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of
6 this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class
7 members were not paid overtime wages for all of the overtime hours they actually worked.

8 76. Moreover, Defendants did not pay Plaintiff and class members the correct
9 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
10 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
11 and/or other forms of remuneration. However, in violation of the California Labor Code,
12 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
13 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
14 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
15 class members worked overtime and received these other forms of pay, Defendants failed to
16 pay all overtime wages by paying a lower overtime rate than required.

17 77. For example, Defendants paid Plaintiff and class members incentive pay and/or
18 nondiscretionary bonuses which were listed on Plaintiff's and class members' wage
19 statements as "Bonus Ancillary," "Transitional Bn," "RevShare," and "STI." During pay
20 periods that Plaintiff and class members were paid overtime wages, Defendants did not
21 incorporate the incentive pay and/or nondiscretionary bonuses into Plaintiff's and class
22 members' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for
23 overtime hours worked. Specifically, Defendants paid Plaintiff and class members 1.5 times
24 their hourly rate of pay instead of 1.5 times their regular rate of pay. Defendants' failure to
25 properly calculate the overtime rates of pay based on all remuneration paid has resulted in an
26 underpayment of overtime wages to Plaintiff and class members on a company-wide basis.

27 78. Defendants' failure to pay Plaintiff and class members the balance of overtime
28 compensation as required by California law, violates the provisions of California Labor Code

1 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
2 members are entitled to recover from Defendants their unpaid overtime compensation, as well
3 as interest, costs, and attorneys' fees.

4 **SECOND CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 6 **Minimum Wages** 7 **(Against all Defendants)**

8 79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 80. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
11 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
12 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
13 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the
14 time during which an employee is subject to the control of an employer, and includes all the
15 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
16 Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

17 81. First, as set forth above, as a result of Defendants' policies and/or practices of
18 limiting the amount of overtime employees could accrue, understaffing and/or single-staffing,
19 and assigning heavy workloads, including pressure to meet sales goals, Defendants required
20 Plaintiff and class members to perform work-related tasks while off-the-clock outside of their
21 shifts, including opening and closing the office, training employees, and traveling to attend
22 meetings. Defendants failed to track this time Plaintiff and class members spent working off-
23 the-clock, and Plaintiff and class members received no compensation for this time.

24 82. Second, as stated, Defendants had a company-wide policy and/or practice of
25 rounding Plaintiff's and class members' hourly clock-in and clock-out times in their
26 timekeeping system to the nearest quarter-hour, resulting in the failure to compensate them for
27 all hours worked.

28 83. Third, as also stated, due to Defendants' policies and/or practices of

1 understaffing their locations while assigning heavy workloads, and failing to schedule meal
2 periods, Plaintiff and class members were prevented from taking all uninterrupted meal
3 periods to which they were entitled and were required to work off-the-clock during meal
4 periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties
5 during unpaid meal periods.

6 84. Fourth, as stated above, because Defendants frowned upon employees accruing
7 meal period premiums, Defendants' management pressured employees to record compliant
8 meal periods regardless of whether they had received a compliant meal period or not. Thus,
9 Defendants did not record all hours worked during meal periods, and Plaintiff and class
10 members performed work during meal periods for which they were not paid.

11 85. Defendants did not pay minimum wages for all hours worked by Plaintiff and
12 class members. To the extent that these off-the-clock hours did not qualify for overtime
13 premium payment, Defendants did not pay at least minimum wages for those hours worked
14 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
15 1198.

16 86. Defendants' failure to pay Plaintiff and class members minimum wages violates
17 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
18 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
19 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
20 interest thereon.

21 **THIRD CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

23 **Violations**

24 **(Against all Defendants)**

25 87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 88. At all relevant times herein set forth, California Labor Code section 512(a)
28 provides that an employer may not require, cause, or permit an employee to work for a period

1 of more than five (5) hours per day without providing the employee with a meal period of not
2 less than thirty (30) minutes, except that if the total work period per day of the employee is
3 not more than six (6) hours, the meal period may be waived by mutual consent of both the
4 employer and the employee. Under California law, first meal periods must start after no more
5 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

6 89. At all relevant times herein set forth, California Labor Code sections 226.7,
7 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
8 meal period mandated by an applicable order of the IWC.

9 90. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
10 and the applicable IWC Wage Order also require employers to provide a second meal period
11 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
12 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
13 total hours worked is no more than twelve (12) hours, the second meal period may be waived
14 by mutual consent of the employer and the employee only if the first meal period was not
15 waived.

16 91. First, during the relevant time period, as stated, Defendants had, and continue
17 to have, company-wide policies and/or practices of understaffing and/or single-staffing their
18 locations while assigning heavy workloads, including pressuring employees to meet sales
19 goals, which has resulted in a lack of meal period coverage and prevented Plaintiff and class
20 members from taking all timely, uninterrupted meal periods to which they were entitled.
21 Further, as stated, Defendants had a company-wide practice and/or policy of failing to
22 schedule meal periods, which further caused Plaintiff and class members to not be relieved of
23 their duties for compliant meal periods.

24 92. Defendants' practices and policies prevented Plaintiff and class members from
25 taking all compliant meal periods to which they were entitled. As a result, Plaintiff and class
26 members had to work through all or part of their meal periods, had their meal periods
27 interrupted, and/or had to wait extended periods of time before taking meal periods. For
28 example, as stated, Plaintiff would work straight through his meal periods due to understaffing

1 and heavy workload. Additionally, Plaintiff took his meal periods late, after the fifth hour of
2 work, due to the lack of coverage and failure to schedule meal periods.

3 93. Second, as also stated, because Defendants frowned upon employees accruing
4 meal period premiums, Defendants' managers pressured Plaintiff and class members to record
5 compliant meal periods, on threat of discipline, regardless of whether they had received a
6 compliant meal period or not. For example, Plaintiff's supervisors told him to clock out
7 before the fifth hour and record his meal periods even if he was assisting clients at the time
8 and could not take his meal period. Thus, Defendants systematically failed to accurately
9 record meal periods.

10 94. Third, Defendants did not provide Plaintiff and class members with second 30-
11 minute meal periods on days that they worked in excess of 10 hours in one day. During his
12 employment, Plaintiff often worked shifts in excess of ten (10) or more hours per day but was
13 not always provided a second 30-minute meal period. Plaintiff and class members did not
14 sign valid meal period waivers on days that they were entitled to meal periods and were not
15 relieved of all duties.

16 95. Moreover, Defendants had a company-wide policy of requiring all newly hired
17 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
18 the position that non-exempt, hourly paid employees had waived their rights to first and/or
19 second meal periods for the entirety of their employment and, on that basis, did not provide
20 them with all meal periods to which they were entitled. Furthermore, Defendants' "Team
21 Member Meal Break Waiver Form" form requires employees to provide advance written notice
22 should they wish to revoke the waiver. Defendants' presumption that meal periods would not
23 be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in
24 excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers
25 signed at or near the time of hire, and imposition on employees to revoke the waivers in
26 advance and in writing, discouraged and impeded Plaintiff and class members from taking all
27 meal periods to which they were entitled.

28 96. Furthermore, an employer's obligation to provide a meal period is only

1 “triggered” when the employer “employs an employee for a work period of more than five
2 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
3 anyone to work for a full five hours, its meal break obligation is triggered.”).

4 [A]fter the meal break obligation is triggered . . . an employer is put to
5 a choice: it must (1) afford an off-duty meal period; (2) consent to a
6 mutually agreed-upon waiver if one hour or less will end the shift; or
7 (3) obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

8 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
9 require Plaintiff and class members to sign meal period waivers simultaneously at or near their
10 time of hire (as opposed to on a specific work day) renders them invalid and unenforceable,
11 because Defendants’ obligation to provide Plaintiff and class members with meal periods did
12 not arise until they had employed them for a full five (5) hours.

13 97. At all times herein mentioned, Defendants knew or should have known that, as
14 a result of these policies, Plaintiff and class members were prevented from being relieved of
15 all duties and required to perform some of their assigned duties during meal periods.
16 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
17 members meal period premiums when meal periods were missed, shortened, interrupted,
18 and/or late. Further, to the extent that Defendants’ rounding policy reported that Plaintiff and
19 class members were provided with timely, full 30-minute meal periods when, in fact, the meal
20 periods were taken after the fifth hour of work or were less than 30 minutes, Plaintiff and class
21 members did not receive meal period premiums for these improperly rounded meal periods.

22 98. Moreover, Defendants engaged in a company-wide practice and/or policy of
23 not paying all meal period premiums owed when compliant meal periods are not provided.
24 Because of this practice and/or policy, Plaintiff and class members have not received premium
25 pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that
26 Defendants did pay Plaintiff and class members premium pay for missed, late, and interrupted
27 meal periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
28 premiums because Defendants systematically failed to include all forms of compensation,

1 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
2 regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members
3 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
4 and failed to pay the full meal period premiums due.

5 99. Defendants' conduct violates the applicable IWC Wage Order, and California
6 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
7 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
8 rate of compensation for each work day that the meal period was not provided.

9 **FOURTH CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 11 **(Against all Defendants)**

12 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 101. At all relevant times herein set forth, the applicable IWC Wage Order and
15 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
16 members' employment by Defendants.

17 102. At all relevant times, the applicable IWC Wage Order provides that "[e]very
18 employer shall authorize and permit all employees to take rest periods, which insofar as
19 practicable shall be in the middle of each work period" and that the "rest period time shall be
20 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
21 hours or major fraction thereof" unless the total daily work time is less than three and one-half
22 (3 ½) hours.

23 103. At all relevant times, California Labor Code section 226.7 provides that no
24 employer shall require an employee to work during any rest period mandated by an applicable
25 order of the California IWC. To comply with its obligation to authorize and permit rest
26 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
27 employer must "relinquish any control over how employees spend their break time, and
28 relieve their employees of all duties—including the obligation that an employee remain on

1 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
2 *Inc.*, 2 Cal. 5th 257, 273 (2016).

3 104. Pursuant to the applicable IWC Wage Order and California Labor Code section
4 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
5 additional hour of pay at their regular rates of pay for each work day that a required rest
6 period was not authorized and permitted.

7 105. During the relevant time period, Defendants regularly failed to authorize and
8 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
9 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
10 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and
11 class members from being relieved of all duties to take rest periods. Additionally, Defendants
12 failed to schedule rest periods, which, coupled with Defendants’ failure to provide adequate
13 rest period coverage, further led to Plaintiff and class members not being authorized and
14 permitted to take rest periods.

15 106. Furthermore, upon information and belief, during the relevant time period,
16 Defendants maintained a company-wide on-premises rest period policy, which effectively
17 required that Plaintiff and/or class members remain on the work premises during their rest
18 periods. Because Plaintiff and/or class members were restricted from leaving the premises
19 during rest periods, they were denied the ability to use their rest periods freely for their own
20 purposes, such as running personal errands. Thus, Defendants effectively maintained control
21 over Plaintiff and/or class members during rest periods.

22 107. As a result of Defendants’ practices and policies, Plaintiff and class members
23 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
24 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
25 Plaintiff had to forgo his rest periods entirely throughout his employment because of the lack
26 of rest period coverage, heavy workload, and Defendants’ failure to schedule rest periods for
27 employees.

28 108. Defendants have also engaged in a company-wide practice and/or policy of not

1 paying rest period premiums owed when compliant rest periods are not authorized and
2 permitted. Because of this practice and/or policy, Plaintiff and class members have not
3 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
4 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
5 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
6 premium wages because Defendants failed to include all forms of compensation, such as
7 incentive pay, nondiscretionary bonuses, and/or other forms of compensation, in the regular
8 rate of pay. As a result, Defendants denied Plaintiff and class members rest periods and failed
9 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
10 the applicable IWC Wage Order.

11 109. Defendants' conduct violates the applicable IWC Wage Order and California
12 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
13 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
14 compensation for each work day that a compliant rest period was not authorized and
15 permitted.

16 **FIFTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 18 **Statements and Failure to Maintain Accurate Payroll Records** 19 **(Against all Defendants)**

20 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 111. At all relevant times herein set forth, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate and
24 complete itemized wage statement in writing, including, but not limited to, the name and
25 address of the legal entity that is the employer, the inclusive dates of the pay period, total
26 hours worked, and all applicable rates of pay.

27 112. At all relevant times, Defendants have knowingly and intentionally provided
28 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.

1 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
2 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name
3 and address of the legal entity that is the employer; and all applicable hourly rates in effect
4 during the pay period, including rates of pay for overtime wages and/or meal and rest period
5 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,
6 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

7 113. Because Defendants did not record the time Plaintiff and Subclass members
8 spent working off the clock, improperly rounded Plaintiff's and Subclass members' total hours
9 worked, and deducted time from their records for meal periods that were interrupted and/or
10 missed (and therefore time for which they should have been paid), Defendants did not list the
11 correct amount of gross wages and net wages earned by Plaintiff and Subclass members in
12 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
13 accurately list the total number of hours worked by Plaintiff and Subclass members, in
14 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect
15 during the pay period and the corresponding accurate number of hours worked at each hourly
16 rate, in violation of section 226(a)(9).

17 114. Moreover, because Defendants did not calculate Plaintiff's and Subclass
18 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
19 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
20 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
21 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
22 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
23 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

24 115. The wage statement deficiencies also include, among other things, failing to list
25 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
26 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
27 for which employees were paid; failing to list the name of the employee and only the last four
28 digits of his or her social security number or an employee identification number other than a

1 social security number; failing to list the name and address of the legal entity that is the
2 employer; and/or failing to state all hours worked as a result of not recording or stating hours
3 worked off-the-clock.

4 116. California Labor Code section 1174(d) provides that “[e]very person employing
5 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
6 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
7 plants or establishments at which employees are employed, payroll records showing the hours
8 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
9 applicable piece rate paid to, employees employed at the respective plants or
10 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
11 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
12 members showing the daily hours they worked and the wages paid thereto as a result of failing
13 to record the off-the-clock hours that they worked and improperly rounding Plaintiff’s and
14 Subclass members’ total hours worked.

15 117. California Labor Code section 1198 provides that the maximum hours of work
16 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
17 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
18 employment of any employees for longer hours than those fixed by the order or under
19 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
20 Wage Order, employers are required to keep accurate time records showing when the
21 employee begins and ends each work period and meal period. During the relevant time
22 period, Defendants engaged in company-wide practices and/or policies of failing to record
23 actual hours worked, and thereby failed to keep accurate records of work period and meal
24 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
25 Furthermore, in light of Defendants’ failure to provide Plaintiff and Subclass members with
26 second 30-minute meal periods to which they were entitled, Defendants kept no records of
27 meal start and end times for second meal periods.

28 118. Plaintiff and Subclass members are entitled to recover from Defendants the

greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination (Against all Defendants)

119. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

120. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

121. On information and belief, Defendants have a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Defendants terminated Plaintiff's employment, but he did not receive his final paycheck until about two (2) weeks later. Thus, Defendants failed to pay Plaintiff his final wages at the time of discharge, in violation of California Labor Code section 201.

122. Additionally, during the relevant time period, Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

123. Defendants' failure to pay Plaintiff and class members who are no longer

1 employed by Defendants their wages earned and unpaid at the time of discharge, or within
2 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
3 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
4 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
5 thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SEVENTH CAUSE OF ACTION**

7 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 8 **Employment** 9 **(Against all Defendants)**

10 124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 125. This cause of action is dependent upon, and wholly derivative of, the overtime
13 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
14 not timely paid to Plaintiff and class members during their employment.

15 126. At all times relevant herein set forth, Labor Code section 204 provides that all
16 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
17 days, inclusive, of any calendar month, other than those wages due upon termination of an
18 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
19 the month during which the labor was performed.

20 127. At all times relevant herein, Labor Code section 204 provides that all wages
21 earned by any person in any employment between the sixteenth (16th) and the last day,
22 inclusive, of any calendar month, other than those wages due upon termination of an
23 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
24 month.

25 128. At all times relevant herein, Labor Code section 204 provides that all wages
26 earned for labor in excess of the normal work period shall be paid no later than the payday for
27 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
28 204 provides that the requirements of this section are deemed satisfied by the payment of

wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

129. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

130. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A)—Failure to Provide Reporting Time Pay (Against all Defendants)

131. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

132. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

133. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11040(5)(A), provides that “[e]ach workday an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer shall be pay him/her 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, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial

1 compensation for employees who report to work expecting to work a specified number of
2 hours, and who are deprived of that amount because of inadequate scheduling or lack of
3 proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

4 134. During the relevant time period, Defendants violated California Labor Code
5 section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because
6 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to
7 work for their scheduled shift but were put to work for less than half of the usual or scheduled
8 day’s work.

9 135. Defendants had a company-wide practice of sending Plaintiff and class
10 members home early from their shifts, including before they had worked at least half of their
11 usual or scheduled shift, but would not pay Plaintiff and class members for half of their usual
12 or scheduled shift. For example, when scheduled to work at least an eight (8) hour shift,
13 Defendants’ managers sent Plaintiff home within the first two (2) hours of the start of his
14 shift. Although Plaintiff and class members reported to work based on the schedule that
15 Defendants provided to them, Defendants would send them home before they had worked at
16 least half of their scheduled shifts. When this occurred, Defendants did not pay Plaintiff and
17 class members for at least half of their scheduled day’s work or the minimum reporting time
18 pay.

19 136. Accordingly, Plaintiff and class members were not properly compensated with
20 reporting time pay in violation of California Labor Code section 1198 and California Code of
21 Regulations, Title 8, section 11040(5)(A). Plaintiff and class members are therefore entitled
22 to recover from Defendants unpaid wages and interest.

23 NINTH CAUSE OF ACTION

24 Violation of California Labor Code § 2802—Unpaid Business-Related Expenses 25 (Against all Defendants)

26 137. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 138. At all times herein set forth, California Labor Code section 2802 provides that

1 an employer must reimburse employees for all necessary expenditures and losses incurred by
2 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
3 to prevent employers from passing off their cost of doing business and operating expenses on
4 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
5 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
6 tools or equipment are required by the employer or are necessary to the performance of a job,
7 such tools and equipment shall be provided and maintained by the employer, except that an
8 employee whose wages are at least two (2) times the minimum wage provided herein may be
9 required to provide and maintain hand tools and equipment customarily required by the trade
10 or craft.”

11 139. First, during the relevant time period, Plaintiff and class members were
12 required to use their personal mobile devices, including, but not limited to, cellular phones,
13 and/or mobile data to carry out their job duties, but Defendants failed to fully reimburse them
14 for the costs of their work-related mobile device expenses. For example, Plaintiff was
15 required to use his personal cellular phone to respond to calls from his manager to discuss
16 work-related matters as well as respond to client calls. Further, Plaintiff was required to
17 download and use various mobile applications, such as “Zoom,” “Skype,” and “GroupMe” to
18 communicate with management and coworkers and attend virtual meetings. Although
19 Defendants required Plaintiff and class members to utilize their personal mobile devices
20 and/or mobile data to carry out their work-related responsibilities, Defendants failed to fully
21 reimburse them for these costs.

22 140. Second, during the relevant time period, Defendants required Plaintiff and class
23 members to purchase supplies and equipment necessary for the performance of their duties,
24 but failed to reimburse them for their out-of-pocket costs. For example, Plaintiff spent
25 approximately \$560 annually on light bulbs for the store and approximately \$20 per week on
26 restroom supplies because Defendants failed to provide him with the necessary supplies.
27 Although Defendants required Plaintiff and class members to purchase supplies to carry out
28 their work-related responsibilities and ensure proper store operations, Defendants failed to

1 reimburse them for their out-of-pocket costs to purchase necessary supplies.

2 141. Third, during the relevant time period, Defendants, on a company-wide basis,
3 required that Plaintiff and class members use their own personal vehicles to drive to attend
4 mandatory meetings. For example, at least once per month, Plaintiff was required to use his
5 personal vehicle and drive an average of 40 miles roundtrip to Defendants' locations to attend
6 these meetings. Although Defendants required Plaintiff and class members to utilize their
7 personal vehicles to carry out their work-related responsibilities, Defendants failed to
8 reimburse them for their mileage or travel expenses.

9 142. Defendants could have provided Plaintiff and class members with the actual
10 equipment for use on the job, such as company mobile devices, company vehicles, and
11 supplies; or, Defendants could have reimbursed employees for the costs of their mobile device
12 usage, supply expenses, mileage, and travel expenses. Instead, Defendants passed these
13 operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not earn
14 at least two (2) times the minimum wage.

15 143. Defendants' company-wide policy and/or practice of not reimbursing
16 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
17 and class members violates California Labor Code section 2802. Defendants have
18 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
19 business-related expenses and costs.

20 144. Pursuant to California Labor Code section 2802, Plaintiff and class members
21 are entitled to recover from Defendants their business-related expenses incurred during the
22 course and scope of their employment, plus interest.

23 **TENTH CAUSE OF ACTION**

24 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

25 **(Against all Defendants)**

26 145. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 146. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover

1 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
2 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
3 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
4 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
5 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

6 147. Defendants' conduct, as alleged herein, violates numerous sections of the
7 California Labor Code, including, but not limited to, the following:

- 8 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
9 Wage Order for Defendants' failure to compensate Plaintiff and other
10 aggrieved employees with all required overtime pay, as alleged herein;
- 11 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to include all forms
13 of remuneration in the regular rate of pay as required by law for
14 purposes of paying overtime wages and/or meal and rest period
15 premiums to Plaintiff and other aggrieved employees, as alleged herein;
- 16 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
17 1198, and the applicable IWC Wage Order for Defendants' failure to
18 compensate Plaintiff and other aggrieved employees with at least
19 minimum wages for all hours worked, as alleged herein;
- 20 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
21 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
22 and other aggrieved employees with meal periods, as alleged herein;
- 23 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
24 applicable IWC Wage Order for Defendants' failure to authorize and
25 permit Plaintiff and other aggrieved employees to take rest periods, as
26 alleged herein;
- 27 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
28 IWC Wage Order for failure to provide accurate and complete wage

- 1 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 2 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
- 3 IWC Wage Order for failure to maintain payroll records, as alleged
- 4 herein;
- 5 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
- 6 earned wages upon termination, as alleged herein;
- 7 (i) Violation of Labor Code section 204 for failure to pay all earned wages
- 8 during employment, as alleged herein;
- 9 (j) Violation of Labor Code sections 1198 and the applicable IWC Wage
- 10 Order for failure to pay when Plaintiff and other aggrieved employees
- 11 were put to work for less than half of their usual or scheduled shifts, as
- 12 alleged herein; and
- 13 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
- 14 and other aggrieved employees for all business expenses necessarily
- 15 incurred, as alleged herein.

16 148. Therefore, Plaintiff and other aggrieved employees are entitled to recover civil

17 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

18 **ELEVENTH CAUSE OF ACTION**

19 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

20 **Unlawful Business Practices**

21 **(Against all Defendants)**

22 149. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

23 and every allegation set forth above.

24 150. Defendants are “persons” as defined by California Business & Professions

25 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,

26 and/or associations.

27 151. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,

28 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has

1 suffered injury in fact and has lost money as a result of Defendants' unlawful business
2 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
3 meaning of Code of Civil Procedure section 1021.5.

4 152. Defendants' activities, as alleged herein, are violations of California law, and
5 constitute unlawful business acts and practices in violation of California Business &
6 Professions Code sections 17200, *et seq.*

7 153. A violation of California Business & Professions Code sections 17200, *et seq.*
8 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
9 policies and practices have violated state law in at least the following respects:

- 10 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
11 class members, to work overtime without paying them proper
12 compensation in violation of California Labor Code sections 510 and
13 1198, and the applicable IWC Wage Order, as alleged herein;
- 14 (b) Failing to include all forms of remuneration in the regular rate of pay as
15 required by law for purposes of paying overtime wages and/or meal and
16 rest period premiums to Plaintiff and class members, in violation of
17 California Labor Code sections 226.7, 510, and 1198, and the applicable
18 IWC Wage Order, as alleged herein;
- 19 (c) Failing to pay at least minimum wage to Plaintiff and class members in
20 violation of California Labor Code sections 1182.12, 1194, 1197,
21 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
22 herein;
- 23 (d) Failing to provide all meal periods to Plaintiff and class members in
24 violation of California Labor Code sections 226.7, 512(a), 516, and
25 1198, and the applicable IWC Wage Order, as alleged herein;
- 26 (e) Failing to authorize and permit Plaintiff and class members to take all
27 rest periods in violation of California Labor Code sections 226.7, 516,
28 and 1198, and the applicable IWC Wage Order, as alleged herein;

- 1 (f) Failing to provide Plaintiff and class members with accurate wage
2 statements and failing to maintain accurate payroll records in violation
3 of California Labor Code sections 226(a), 1174(d), and 1198, and the
4 applicable IWC Wage Order, as alleged herein;
- 5 (g) Failing timely to pay all earned wages to Plaintiff and class members in
6 violation of California Labor Code section 204, as alleged herein;
- 7 (h) Failing to pay reporting time pay in violation of California Labor Code
8 section 1198 and the applicable IWC Wage Order, as alleged herein;
9 and
- 10 (i) Failing to reimburse Plaintiff and class members for all business
11 expenses necessarily incurred in violation of California Labor Code
12 section 2802, as alleged herein.

13 154. As a result of the violations of California law herein described, Defendants
14 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
15 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
16 herein.

17 155. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
18 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
19 Defendants during a period that commences four years prior to the filing of the initial
20 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
21 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
22 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

23 **TWELFTH CAUSE OF ACTION**

24 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

25 **Unfair Business Practices**

26 **(Against all Defendants)**

27 156. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 157. Defendants are “persons” as defined by California Business & Professions
2 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
3 and/or associations.

4 158. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
5 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
6 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
7 seeks to enforce important rights affecting the public interest within the meaning of Code of
8 Civil Procedure section 1021.5.

9 159. Defendants’ activities, namely Defendants’ company-wide practice and/or
10 policy of not paying Plaintiff and class members all meal and rest period premiums due to
11 them under Labor Code section 226.7, deprived Plaintiff and class members of the
12 compensation guarantee and enhanced enforcement implemented by section 226.7. The
13 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
14 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
15 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
16 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
17 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
18 unfair business practice in violation of California Business & Professions Code sections
19 17200, *et seq.* (*Id.*)

20 160. A violation of California Business & Professions Code sections 17200, *et seq.*
21 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
22 and practices have violated the spirit of California’s meal and rest period laws and constitute
23 acts against the public policy behind these laws.

24 161. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
25 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
26 benefits implemented by section 226.7 withheld and retained by Defendants during a period
27 that commences four years prior to the filing of the initial complaint; a permanent injunction
28 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to

1 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
2 Procedure section 1021.5 and other applicable laws; and an award of costs.

3 **REQUEST FOR JURY TRIAL**

4 Plaintiff requests a trial by jury.

5 **PRAYER FOR RELIEF**

6 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
7 against Defendants, jointly and severally, as follows:

8 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
9 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
10 reserves the right to amend his prayer for relief to seek a different amount.

11 **Class Certification**

12 2. That this case be certified as a class action;

13 3. That Plaintiff be appointed as the representative of the Class and Subclass;

14 4. That counsel for Plaintiff be appointed as class counsel.

15 **As to the First Cause of Action**

16 5. That the Court declare, adjudge, and decree that Defendants violated California
17 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
18 pay all overtime wages due to Plaintiff and class members;

19 6. For general unpaid wages at overtime wage rates and such general and special
20 damages as may be appropriate;

21 7. For pre-judgment interest on any unpaid overtime compensation commencing
22 from the date such amounts were due, or as otherwise provided by law;

23 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
24 California Labor Code section 1194(a); and

25 9. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Second Cause of Action**

28 10. That the Court declare, adjudge and decree that Defendants violated California

Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section

1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A) by failing to provide Plaintiff and class members with reporting time pay;

49. For all actual, consequential and incidental losses and damages, according to proof;

50. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law; and

51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

53. For unpaid business-related expenses and such general and special damages as may be appropriate;

54. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

55. For all actual, consequential, and incidental losses and damages, according to proof;

56. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

57. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); and 2802 (by failing to reimburse business expenses);

59. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

60. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

61. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

62. For pre-judgment and post-judgment interest as provided by law; and

63. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and class members, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to pay Plaintiff and class members reporting time pay, and failing to reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

65. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

66. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

68. For such other and further relief as the Court may deem equitable and appropriate.

As to the Twelfth Cause of Action

69. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

1 70. For restitution of the statutory benefits under section 226.7 unfairly withheld
2 from Plaintiff and class members and prejudgment interest from the day such amounts were
3 due and payable;

4 71. For the appointment of a receiver to receive, manage, and distribute any and all
5 funds disgorged from Defendants and determined to have been wrongfully acquired by
6 Defendants as a result of violations of California Business & Professions Code sections
7 17200, *et seq.*;

8 72. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Code of Civil Procedure section 1021.5;

10 73. For pre-judgment and post-judgment interest as provided by law; and

11 74. For such other and further relief as the Court may deem equitable and
12 appropriate.
13

14 Dated: April 28, 2025

Respectfully submitted,

Capstone Law APC

16
17 By:


Orlando Villalba
Helga Hakimi
Jaime Castaneda

Attorneys for Plaintiff Aries Apar

EXHIBIT “1”



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February 4, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Aries Apcar v. Freeway Insurance Services America, LLC, et al.*

Dear PAGA Administrator:

This office represents Aries Apcar in connection with his claims under the California Labor Code. Mr. Apcar was an employee of FREEWAY INSURANCE SERVICES AMERICA, LLC; ACCEPTANCE INSURANCE AGENCY OF TENNESSEE, INC.; CONFIE ADMINISTRATIVE SERVICES, INC.; CONFIE ESTRELLA, INC.; CONFIE HOLDING CO.; CONFIE HOLDING II CO.; CONFIE PREMIUM FINANCE, LLC; CONFIE SEGUROS, INC.; CONFIE SEGUROS CALIFORNIA, LLC; and/or CONFIE RISK SOLUTIONS, LLC. For the purpose of this letter, Mr. Apcar collectively refers to these entities as "CONFIE."

The employers may be contacted directly at the addresses below:

FREEWAY INSURANCE SERVICES
AMERICA, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

ACCEPTANCE INSURANCE AGENCY OF
TENNESSEE, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

CONFIE ADMINISTRATIVE SERVICES, INC.
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

CONFIE ESTRELLA, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

CONFIE HOLDING CO.
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

CONFIE HOLDING II CO.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

CONFIE PREMIUM FINANCE, LLC
440 3RD ST SUITE 800
BATON ROUGE, LA 70802

CONFIE PREMIUM FINANCE, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

CONFIE SEGUROS, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

CONFIE SEGUROS CALIFORNIA, LLC
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

CONFIE RISK SOLUTIONS, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

Mr. Apcar intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Apcar seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CONFIE as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CONFIE employed Mr. Apcar as an hourly paid, non-exempt employee at its retail office located at 5940 Pacific Avenue, Suite B, Stockton, California. Mr. Apcar worked as a Managing Insurance Agent from approximately November 2019 to December 2023, and as a Store Manager from December 2023 to May 2024. During his employment, Mr. Apcar typically worked eight (8) or more hours per day and six (6) days per week. At the time his employment ended, Mr. Apcar was compensated approximately \$19.47 per hour. His primary job duties included, without limitation, running the retail office, selling insurance, providing customer service, training new employees, and recruiting employees.

CONFIE has committed each of the following Labor Code violations against Mr. Apcar, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

CONFIE's Company-Wide and Uniform Payroll and HR Practices

FREEWAY INSURANCE SERVICES AMERICA, LLC is an Illinois limited liability company. CONFIE PREMIUM FINANCE, LLC; CONFIE SEGUROS CALIFORNIA, LLC; CONFIE RISK SOLUTIONS, LLC are a California limited liability companies. ACCEPTANCE INSURANCE AGENCY OF TENNESSEE, INC. and CONFIE SEGUROS, INC. are a Tennessee corporation and Delaware corporation, respectively. CONFIE ADMINISTRATIVE SERVICES, INC.; CONFIE ESTRELLA, INC.; CONFIE HOLDING CO.; CONFIE HOLDING II CO. are California corporations. Together, they operate the largest, privately held insurance distribution company in the United States. Upon information and belief, CONFIE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Huntington Beach, California, for all non-exempt, hourly paid employees working for CONFIE in California, including Mr. Apcar and

¹ These facts, theories, and claims are based on Mr. Apcar's experience and counsel's review of those records currently available relating to Mr. Apcar's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Apcar reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

other aggrieved employees. At all relevant times, CONFIE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Apcar and other aggrieved employees, regardless of their location or position.

Upon information and belief, CONFIE maintains a centralized Payroll department at its corporate headquarters in Huntington Beach, California, which processes payroll for all non-exempt, hourly paid employees working for CONFIE in California, including Mr. Apcar and other aggrieved employees. Further, CONFIE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Apcar and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, CONFIE utilized the same methods and formulas when calculating wages due to Mr. Apcar and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CONFIE willfully failed to pay all overtime wages owed to Mr. Apcar and other aggrieved employees. During the relevant time period, Mr. Apcar and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, CONFIE had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Apcar and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. As stated in CONFIE's Overtime policy, "All overtime must be approved in advance by the Team Member's supervisor. **Working overtime without prior authorization may result in disciplinary action up to and including termination of employment.**" (Emphasis added.). This policy of limiting overtime, coupled with CONFIE's policies and/or practices of understaffing and/or single staffing and assigning heavy workloads (*see infra*), led Mr. Apcar and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, every day before Mr. Apcar clocked in for his shifts, he worked off-the-clock up to 30 minutes preparing the office for opening, including cleaning, vacuuming, and putting out advertisement signs outside of the office. As another example, after Mr. Apcar clocked out from his shifts, he worked off-the-clock up to two (2) hours completing closing duties and assisting clients. Additionally, Mr. Apcar and other aggrieved employees were required to train and complete onboarding tasks with new employees, but due to the heavy workload and limitation on accruing overtime, they were not able to complete these tasks during their shifts and instead completed them outside of their shifts or on their days off. Finally, when Mr. Apcar and other aggrieved employees were required to travel approximately one to twice per month for one (1) hour off-the-clock to attend

mandatory meetings, they were not paid for their travel time. Thus, CONFIE failed to track this time spent working outside of their scheduled shifts, and Mr. Apcar and other aggrieved employees received no compensation for this time.

Second, upon information and belief, during the relevant period, CONFIE had a company-wide policy and/or practice of improperly rounding employee clock-in and clock-out times to the nearest quarter (0.25) of an hour. CONFIE's rounding policy resulted in the failure to compensate Mr. Apcar and other aggrieved employees fully for all hours worked, causing Mr. Apcar and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, CONFIE's rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Apcar and other aggrieved employees. To the extent CONFIE's rounding policy took away time worked that was eligible for overtime, Mr. Apcar and other aggrieved employees were denied overtime pay for all hours worked.

Third, CONFIE had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing while assigning heavy workloads, including pressuring employees to meet sales goals, which resulted in a failure to provide Mr. Apcar and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. CONFIE's policies and/or practices resulted in a failure to provide Mr. Apcar and other aggrieved employees with adequate meal period coverage, and thus, Mr. Apcar and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. CONFIE also had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads, further caused Mr. Apcar and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, due to lack of coverage and heavy workload, Mr. Apcar regularly worked straight through his meal periods. Thus, Mr. Apcar and other aggrieved employees worked through their unpaid meal periods in order to complete their assigned workloads.

Fourth, during the relevant time period, on information and belief, because CONFIE frowned upon employees accruing meal period premiums, CONFIE's management pressured Mr. Apcar and other aggrieved employees to record compliant meal periods, upon threat of discipline, even when they did not receive a compliant meal period. Thus, CONFIE did not record all hours worked during meal periods, and Mr. Apcar and other aggrieved employees performed work during meal periods for which they were not paid.

CONFIE knew or should have known that as a result of these company-wide practices and/or policies, Mr. Apcar and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Apcar and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Apcar and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, CONFIE did not pay Mr. Apcar and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, INSIGHT paid Mr. Apcar and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CONFIE failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the

overtime wage rates. Therefore, during times when Mr. Apcar and other aggrieved employees worked overtime and received these other forms of pay, CONFIE failed to pay all overtime wages by paying a lower overtime rate than required.

For example, CONFIE paid Mr. Apcar and other aggrieved employees incentive pay and/or bonuses which were listed on Mr. Apcar's and other aggrieved employees' wage statements as "Bonus Ancillary," "Transitional Bn," "RevShare," and "STI." During pay periods that Mr. Apcar and other aggrieved employees were paid overtime wages, CONFIE did not incorporate the incentive pay and/or bonuses into Mr. Apcar's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, CONFIE paid Mr. Apcar and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. CONFIE's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Apcar and other aggrieved employees on a company-wide basis.

CONFIE's failure to pay Mr. Apcar and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 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." Cal. Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, as a result of CONFIE's policies and/or practices of limiting the amount of overtime employees could accrue, understaffing and/or single-staffing, and assigning heavy workloads, including pressure to meet sales goals, CONFIE required Mr. Apcar and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, including opening and closing the office, training employees, and traveling to attend meetings. CONFIE failed to track this time Mr. Apcar and other aggrieved employees spent working off-the-clock, and Mr. Apcar and other aggrieved employees received no compensation for this time.

Second, as stated, CONFIE had a company-wide policy and/or practice of rounding Mr. Apcar's and other aggrieved employees' hourly clock-in and clock-out times in its timekeeping system to the nearest quarter-hour, resulting in the failure to compensate them for all hours worked.

Third, as also stated, due to CONFIE's policies and/or practices of understaffing its locations while assigning heavy workloads, and failing to schedule meal periods, Mr. Apcar and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Fourth, as stated above, because CONFIE frowned upon employees accruing meal period premiums, CONFIE's management pressured employees to record compliant meal periods regardless of whether they had received a compliant meal period or not. Thus, CONFIE did not record all hours worked during meal periods, and Mr. Apcar and other aggrieved employees performed work during meal periods for which they were not paid.

CONFIE did not pay at least minimum wages for all hours worked by Mr. Apcar and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CONFIE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CONFIE regularly failed to pay at least minimum wages to Mr. Apcar and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, CONFIE had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing its locations while assigning heavy workloads, including pressuring employees to meet sales goals, which has resulted in a lack of meal period coverage and prevented Mr. Apcar and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, CONFIE had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Apcar and other aggrieved employees to not be relieved of their duties for compliant meal periods.

CONFIE's practices and policies prevented Mr. Apcar and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Apcar and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted,

and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Apcar would regularly work straight through his meal periods due to understaffing and heavy workload. Additionally, Mr. Apcar frequently took his meal periods late, after the fifth hour of work, due to the lack of coverage and failure to schedule meal periods.

Second, as also stated, because CONFIE frowned upon employees accruing meal period premiums, CONFIE's managers pressured Mr. Apcar and other aggrieved employees to record compliant meal periods, on threat of discipline, regardless of whether they had received a compliant meal period or not. For example, Mr. Apcar's supervisors told him to clock out before the fifth hour and record his meal periods even if he was assisting clients at the time and could not take his meal period. Thus, CONFIE systematically failed to accurately record meal periods.

Third, CONFIE did not provide Mr. Apcar and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. During his employment, Mr. Apcar often worked shifts in excess of ten (10) or more hours per day but was not always provided a second 30-minute meal period. Mr. Apcar and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, CONFIE had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. CONFIE took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, CONFIE's "Team Member Meal Break Waiver Form" form requires employees to provide advance written notice should they wish to revoke the waiver. CONFIE's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in advance and in writing, discouraged and impeded Mr. Apcar and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That CONFIE required Mr. Apcar and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because CONFIE's obligation to provide Mr. Apcar and other aggrieved employees with meal periods did not arise until CONFIE had employed them for a full five (5) hours.

CONFIE knew or should have known that as a result of its company-wide policies and/or practices, Mr. Apcar and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. CONFIE further knew or should have known that it did not pay Mr. Apcar and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed. Further, to the extent that CONFIE's rounding policy reported that Mr. Apcar and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Apcar and other aggrieved employees did not receive meal period premiums for these improperly rounded meal periods.

Moreover, CONFIE engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Apcar and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that CONFIE did pay Mr. Apcar and other aggrieved employees for missed, late, and interrupted meal periods, CONFIE did not pay Mr. Apcar and other aggrieved employees at the correct rate of pay for premiums because CONFIE systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CONFIE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, CONFIE regularly failed to authorize and permit Mr. Apcar and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CONFIE's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Apcar and other aggrieved employees

from being relieved of all duties to take rest periods. Additionally, CONFIE failed to schedule rest periods, which, coupled with CONFIE's failure to provide adequate rest period coverage, further led to Mr. Apcar and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, CONFIE maintained a company-wide on-premises rest period policy, which effectively required that Mr. Apcar and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Apcar and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CONFIE effectively maintained control over Mr. Apcar and/or other aggrieved employees during rest periods.

As a result of CONFIE's practices and policies, Mr. Apcar and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Apcar had to forgo his rest periods entirely throughout his employment because of the lack of rest period coverage, heavy workload, and CONFIE's failure to schedule rest periods for employees.

CONFIE also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Apcar and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CONFIE did pay Mr. Apcar and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CONFIE did not pay Mr. Apcar and other aggrieved employees at the correct rate of pay for premiums because CONFIE failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CONFIE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CONFIE has not provided Mr. Apcar and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CONFIE has knowingly and intentionally provided Mr. Apcar and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CONFIE issued uniform wage statements to Mr. Apcar and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, CONFIE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CONFIE did not record the time Mr. Apcar and other aggrieved employees spent working off-the-clock, improperly rounded Mr. Apcar's and other aggrieved employees' total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), CONFIE did not list the correct amount of gross wages and net wages earned by Mr. Apcar and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CONFIE failed to accurately list the total number of hours worked by Mr. Apcar and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, because CONFIE did not calculate Mr. Apcar's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, CONFIE did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CONFIE failed to list the correct amount of net wages in violation of section 226(a)(5). CONFIE also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CONFIE willfully failed to maintain accurate payroll records for Mr. Apcar and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Apcar's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CONFIE engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Apcar and other aggrieved employees, in violation of section 1198. Furthermore, in light of CONFIE’s failure to provide Mr. Apcar and other aggrieved employees with second 30-minute meal periods to which they were entitled, CONFIE kept no records of meal start and end times for second meal periods.

Because CONFIE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Apcar and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Apcar and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CONFIE failed to pay Mr. Apcar and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code sections 204.

Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, CONFIE has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, CONFIE terminated Mr. Aparcar's employment, but he did not receive his final paycheck until about two (2) weeks later. Thus, CONFIE failed to pay Mr. Aparcar his final wages at the time of discharge, in violation of California Labor Code section 201.

Additionally, during the relevant time period, CONFIE willfully failed to pay Mr. Aparcar and other aggrieved employees who are no longer employed by CONFIE all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving CONFIE's employ.

Mr. Aparcar and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach 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, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, CONFIE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because CONFIE failed to pay Mr.

Apcar and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

CONFIE had a company-wide practice of sending Mr. Apcar and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Apcar and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work at least an eight (8) hour shift, CONFIE's managers sent Mr. Apcar home within the first two (2) hours of the start of his shift. Although Mr. Apcar and other aggrieved employees reported to work based on the schedule that CONFIE provided to them, CONFIE would send them home before they had worked at least half of their scheduled shifts. When this occurred, CONFIE did not pay Mr. Apcar and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Mr. Apcar and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, Mr. Apcar and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but CONFIE failed to fully reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Apcar was required to use his personal cellular phone to respond to calls from his manager to discuss work-related matters as well as respond to client calls. Further, Mr. Apcar was required to download and use various mobile applications, such as "Zoom," "Skype," and "GroupMe" to communicate with management and coworkers and attend virtual meetings. Although CONFIE required Mr. Apcar and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, CONFIE failed to fully reimburse them for these costs.

Second, during the relevant time period, CONFIE required Mr. Apcar and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Apcar spent approximately \$560 annually on light bulbs for the store and approximately \$20 per week on restroom supplies because

CONFIE failed to provide him with the necessary supplies. Although CONFIE required Mr. Apcar and other aggrieved employees to purchase supplies to carry out their work-related responsibilities and ensure proper store operations, CONFIE failed to reimburse them for their out-of-pocket costs to purchase necessary supplies.

Third, during the relevant time period, CONFIE, on a company-wide basis, required that Mr. Apcar and other aggrieved employees use their own personal vehicles to drive to attend mandatory meetings. For example, at least once per month, Mr. Apcar was required to use his personal vehicle and drive an average of 40 miles roundtrip to CONFIE's locations to attend these meetings. Although CONFIE required Mr. Apcar and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CONFIE failed to reimburse them for their mileage or travel expenses

CONFIE could have provided Mr. Apcar and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and supplies; or, CONFIE could have reimbursed employees for the costs of their mobile device usage, supply expenses, mileage, and travel expenses. Instead, CONFIE passed these operating costs onto Mr. Apcar and other aggrieved employees. At all relevant times, Mr. Apcar did not earn at least two (2) times the minimum wage.

Thus, CONFIE had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Apcar and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CONFIE into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." CONFIE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Apcar's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Apcar seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Apcar, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against CONFIE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Apar seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

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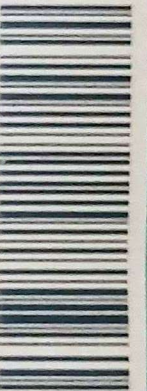
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Capstone Law, APC
1875 Century Park, East, 1000
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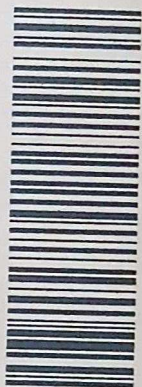
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OFFICIAL USE

For delivery information, visit our website at www.usps.com

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

APC 100 V.
PCC 100 V.
PCC 100 V.

CONFIE PREMIUM
FINANCE, LLC
440 3RD ST SUITE 800
BATON ROUGE, LA 70802

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

CONFIE PREMIUM
FINANCE, LLC
440 3RD ST SUITE 800
BATON ROUGE, LA 70802

COMPLETE THIS SECTION ON DELIVERY

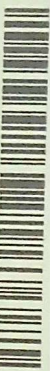
A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



9590 9402 7690 2122 7175 70

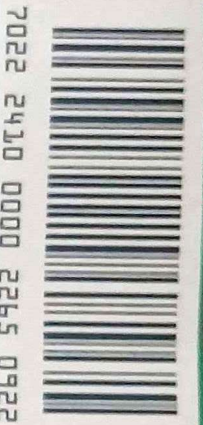
Article Number (Transfer from service label)

7022 2410 0000 2406 2129

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 0922

CONFIE PREMIUM
FINANCE, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

CONFIE PREMIUM
FINANCE, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647



9590 9402 7690 2122 7176 17

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0922

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

Account U.

Extra Services & Fees (check one and fee as appropriate)
☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic) ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery ☐ Signature Confirmation Restricted Delivery

CONFIE PREMIUM
FINANCE, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

7022 2410 0000 2265 0922

PS Form 3800, April 2015 PSN 7530-02-000-9047

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2265 0939

CONFIE SEGUROS, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

CONFIE SEGUROS, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647



9590 9402 7690 2122 7176 00

7022 2410 0000 2265 0939

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Mail
- ☐ Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2265 0939

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com.

Certified Mail Fee

PSN, Signature & First Class Fee, and fee for return receipt (Signature Receipt Fee only)

By Cert. V.
FLEEUD

CONFIE SEGUROS, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



CONFIE SEGUROS
CALIFORNIA, LLC
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

7022 2410 0000 2265 0946

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

APPROVED
RECEIVED

CONFIE SEGUROS
CALIFORNIA, LLC
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

CONFIE SEGUROS
CALIFORNIA, LLC
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

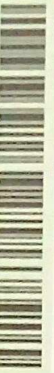
COMPLETE THIS SECTION ON DELIVERY

- A. Signature
X
- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



9590 9402 7690 2122 7175 94

PS Form 3811, July 2020 PSN 7530-02-000-9053

7022 2410 0000 2265 0946

- 3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse		A. Signature ☒ <i>Clamit Hud</i> ☐ Agent ☐ Addressee	
CONFIE RISK SOLUTIONS, LLC 7711 CENTER AVE, STE 200 HUNTINGTON BEACH, CA 92647		B. Received by (Printed Name) <i>Clamit Hud</i> C. Date of Delivery <i>2/6/25</i>	
Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 2051		Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Clamit Hud</i> ☐ Agent ☐ Addressee	
CONFIE HOLDING II CO. 7711 CENTER AVE, SUITE 200 HUNTINGTON BEACH, CA 92647		B. Received by (Printed Name) <i>Clamit Hud</i> C. Date of Delivery <i>2/6/25</i>	
Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 2112		Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece		A. Signature ☒ <i>Clamit Hud</i> ☐ Agent ☐ Addressee	
CONFIE HOLDING CO. 7711 CENTER AVE, STE 200 HUNTINGTON BEACH, CA 92647		B. Received by (Printed Name) <i>Clamit Hud</i> C. Date of Delivery <i>2/6/25</i>	
Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 2105		Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece		A. Signature ☒ <i>Clamit Hud</i> ☐ Agent ☐ Addressee	
CONFIE ADMINISTRATIVE SERVICES, INC. 7711 CENTER AVE, STE 200 HUNTINGTON BEACH, CA 92647		B. Received by (Printed Name) <i>Clamit Hud</i> C. Date of Delivery <i>2/6/25</i>	
Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No			
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 2082		Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

CONFIE PREMIUM
FINANCE, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

9590 9402 7690 2122 7176 17

2. Article Number (Transfer from service label)
7022 2410 0000 2265 0922

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Clamy Huda*

☐ Agent
☐ Addressee

B. Received by (Printed Name)
Clamy Huda

C. Date of Delivery
2/6/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

CONFIE SEGUROS, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

9590 9402 7690 2122 7176 00

2. Article Number (Transfer from service label)
7022 2410 0000 2265 0939

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Clamy Huda*

☐ Agent
☐ Addressee

B. Received by (Printed Name)
Clamy Huda

C. Date of Delivery
2/6/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

CONFIE SEGUROS
CALIFORNIA, LLC
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

9590 9402 7690 2122 7175 94

2. Article Number (Transfer from service label)
7022 2410 0000 2265 0946

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Clamy Huda*

☐ Agent
☐ Addressee

B. Received by (Printed Name)
Clamy Huda

C. Date of Delivery
2/6/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

CONFIE ESTRELLA, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

9590 9402 7690 2122 7176 00

2. Article Number (Transfer from service label)
7022 2410 0000 2265 0939

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Clamy Huda*

☐ Agent
☐ Addressee

B. Received by (Printed Name)
Clamy Huda

C. Date of Delivery
2/6/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, so that we can return the card to you.

FREEWAY INSURANCE
SERVICES AMERICA, LLC
7711 CENTER AVE, STE 200
HUNTINGTON BEACH, CA 92647

9590 9402 7690 2122 7175 94

2. Article Number (Transfer from service label)
7022 2410 0000 2406 2068

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Clamy Huda*

☐ Agent
☐ Addressee

B. Received by (Printed Name)
Clamy Huda

C. Date of Delivery
2/6/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, so that we can return the card to you.

CONFIE ESTRELLA, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647

9590 9402 7690 2122 7176 00

2. Article Number (Transfer from service label)
7022 2410 0000 2406 2099

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Clamy Huda*

☐ Agent
☐ Addressee

B. Received by (Printed Name)
Clamy Huda

C. Date of Delivery
2/6/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

**ACCEPTANCE INSURANCE
AGENCY OF TENNESSEE, INC.
7711 CENTER AVE, SUITE 200
HUNTINGTON BEACH, CA 92647**



2. Article insured under Transfer from service PSN 7530-02-000-9053

7022 2410 0000 2406 2075

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

[Handwritten Name]

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
(over \$500)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**CONFIE PREMIUM
FINANCE, LLC
440 3RD ST SUITE 800
BATON ROUGE, LA 70802**



9590 9402 7690 2122 7175 70

Article Number (Transfer from service label)

7022 2410 0000 2406 2129

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Patricia E. More*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Patricia E. More

C. Date of Delivery

- Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **April 28, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jocelyn M. Hoffman
jmhoffman@vorys.com
VORYS
2211 Michelson Drive, Suite 500
Irvine, CA 92612
Telephone: 949-526-7900

Attorneys for Defendants:
FREEWAY INSURANCE SERVICES
AMERICA, LLC
ACCEPTANCE INSURANCE AGENCY
OF TENNESSEE, INC.
CONFIE ADMINISTRATIVE SERVICES,
INC.
CONFIE ESTRELLA, INC.
CONFIE HOLDING CO.
CONFIE HOLDING II CO.
CONFIE PREMIUM FINANCE, LLC
CONFIE SEGUROS, INC.
CONFIE SEGUROS CALIFORNIA, LLC,
CONFIE RISK SOLUTIONS, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

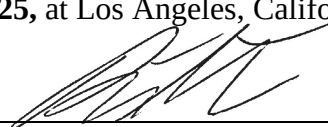
☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **April 28, 2025**, at Los Angeles, California.

Riley McIntire

Type/Print Name



Signature