Capstone LAW APC

1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

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. Apcar's employment, but he did not receive his final paycheck until about two (2) weeks later. Thus, CONFIE failed to pay Mr. Apcar 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. Apcar 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. 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 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. Apcar 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

Copy: FREEWAY INSURANCE SERVICES AMERICA, LLC (via U.S. Certified Mail); ACCEPTANCE INSURANCE AGENCY OF TENNESSEE, INC. (via U.S. Certified Mail); CONFIE ADMINISTRATIVE SERVICES, INC. (via U.S. Certified Mail); CONFIE ESTRELLA, INC. (via U.S. Certified Mail); CONFIE HOLDING CO. (via U.S. Certified Mail); CONFIE HOLDING II CO. (via U.S. Certified Mail); CONFIE PREMIUM FINANCE, LLC (via U.S. Certified Mail); CONFIE SEGUROS, INC. (via U.S. Certified Mail); CONFIE SEGUROS CALIFORNIA, LLC (via U.S. Certified Mail); CONFIE RISK SOLUTIONS, LLC (via U.S. Certified Mail)

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

CERTIFIED MAIL

7022 2410 0000 2406 2068

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

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Posta
$
Total
$
Sent
Stree
City,

APCAL v.
FREEWAY
Postmark

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

7022 2410 0000 2406 2068

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

1.

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

2

7022 2410 0000 2406 2068

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

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

rvice Type
lt Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery

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

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

CERTIFIED MAIL

7022 2410 0000 2406 2075

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Po
$
Tot
$
Ser
Str
City

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

7022 2410 0000 2406 2075

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

ACCEPTANCE INSURANCE
AGENCY OF TENNESSEE, 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.
- Attach this card to the back of the mailpiece,

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
(over $500)

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

2. Article Number (Transfer from service label)
9590 9402 7706 2129 1505 81
7022 2410 0000 2406 2075

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

CERTIFIED MAIL

7022 2410 0000 2406 2082

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

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

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

OFFICIAL USE

Certified Mail Fee
$

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

APLAR V. FREELAND

7022 2410 0000 2406 2082

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

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

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

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

9590 9402 7706 2122 1537 98

7022 2410 0000 2406 2082

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

CERTIFIED MAIL

7022 2410 0000 2406 2099

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ C
☐ A
☐ A
Postage
$
Total
$
Sent
Street
City,

ADLAR v. FREEWAY

Postmark

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

7022 2410 0000 2406 2099

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

CONFIE ESTRELLA, 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.
- Attach this card to the back of the mailpiece

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

Service Type
Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 7406 2122 1528 04

7022 2410 0000 2406 2099

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

CERTIFIED MAIL

7022 2410 0000 2406 2105

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (Check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Postmark
Here

Total
$

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

7022 2410 0000 2406 2105

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

CONFIE HOLDING CO.
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 so that we can return the card to you.
- Attach this card to the back of the mailpiece

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

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

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. 9590 9402 7706 2122 1588 11

7022 2410 0000 2406 2105

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

CERTIFIED MAIL

7022 2410 0000 2406 2112

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

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

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ C
☐ A
☐ A

Postm
$

Total
$

Sent

Stree

City,

ARCADIA
FREEWAY
Postmark

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

7022 2410 0000 2406 2112

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 so that we can return the card to you.

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

9590 9402 7690 2122 7175 63

7022 2410 0000 2406 2112

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

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

CERTIFIED MAIL

7022 2410 0000 2406 2129

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

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

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

OFFICIAL USE

Certified Mail Fee
$

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

AP CORP v. FREEWAY

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

7022 2410 0000 2406 2129

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

9590 9402 7690 2122 7175 70

2. 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
☐ 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

Domestic Return Receipt

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

CERTIFIED MAIL

7022 2410 0000 2265 0922

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Cr
☐ Ad
☐ Ad
Postag
$
Total P
$
Sent T
Street
City, St

ASCARE V. FREEWAY

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 See Reverse for Instructions

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

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

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 0939

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postmark
Here

BECERRA v. FREEMAN

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

7022 2410 0000 2265 0939

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

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.

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

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

9590 9402 7690 2122 7176 00

(Transfer from service label)

7022 2410 0000 2265 0939

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
☐ Insured Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

CERTIFIED MAIL

7022 2410 0000 2265 0946

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

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

OFFICIAL USE

Certified Mail Fee
$

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

APLOR v. FREGOSO

Postmark

7022 2410 0000 2265 0946

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

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

CONFIE SEGUROS
CALIFORNIA, LLC
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

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

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

Domestic Return Receipt

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

CERTIFIED MAIL

7022 2410 0000 2406 2051

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

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

OFFICIAL USE

Certified Mail Fee
$

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

APCUV. FREELAND

Postmark

7022 2410 0000 2406 2051

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

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

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

9590 9402 7690 2122 7175 87

2. Article Number (Transfer from service label)
7022 2410 0000 2406 2051

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