



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

October 10, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Freeway Insurance Services America, LLC
7711 Center Avenue 2nd Floor
Huntington Beach, CA 92647

Re: *Arangure v. Freeway Insurance Services America, LLC et al.*

Dear Freeway Insurance Services America, LLC:

This office represents Yolanda Arangure. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff Yolanda Arangure and other current and former aggrieved employees to recover wages from Defendant due to Defendant's failure to provide compliant meal/rest breaks (or pay the statutory compensation due), to reimburse business expenses, to issue accurate wage statements, to pay wages due on termination, and unfair competition affecting Plaintiff and other current and former employees.

Defendant has violated the law as it pertains to Plaintiff and other aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her and other aggrieved employees for wage theft

and otherwise unlawful working conditions.

II. 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Freeway Insurance Services America, LLC affecting her and other current and former aggrieved employees. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendant failed to provide uninterrupted rest periods as required by Labor Code § 226.7 and Wage Order No. 4 to Plaintiff and other aggrieved employees. Although Plaintiff was provided two rest breaks per shift, her rest breaks were interrupted by client phone calls "all the time" due to her heavy workload and Defendant's business demands. Defendant's client service requirements prevented Plaintiff from taking her legally required rest periods.

By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff and other aggrieved employees, they have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO PROVIDE MEAL PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendant intentionally and improperly failed to afford Plaintiff and other aggrieved employees uninterrupted meal periods. Plaintiff's meal breaks were regularly interrupted by phone calls from clients approximately 2-3 times during the work week. Plaintiff was required to answer the phone when clients called, even during her designated meal period, thereby preventing her from taking uninterrupted meal breaks as required by law. Plaintiff and other aggrieved employees did not receive premium pay for Defendant's failure to afford compliant meal periods.

By virtue of Defendant's unlawful failure to provide uninterrupted meal periods to the Plaintiff and other aggrieved employees, they have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §226.7; IWC Wage Order No. 4)

Upon information and belief, Defendant intentionally and knowingly failed to provide Plaintiff and other aggrieved employees with accurate itemized wage statements that complied with all requirements of Labor Code § 226.

Plaintiff and other aggrieved employees were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to premium pay for meal/rest periods not provided, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

D. FAILURE TO PAY WAGES DUE UPON TERMINATION

(Cal. Labor Code §§201-203)

Plaintiff was terminated from Defendant's employ on November 18, 2024, and upon information and belief, Defendant willfully failed to pay Plaintiff all wages due to her.

Plaintiff and other aggrieved employees were not paid for all the wages they were owed when their employment ended with Defendant. They are still owed premium pay for failure to afford meal/rest breaks, reimbursement of business expenses, and other wages by Defendant.

E. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802)

Defendant was aware that Plaintiff and other aggrieved employees were required to use their personal cellular telephones for work-related purposes, but failed to indemnify them for all business-related expenses, in accordance with Labor Code §2802. Plaintiff was required to use her personal cell phone for work purposes but was not reimbursed for this business expense. Additionally, Plaintiff purchased work clothing at her own expense, spending approximately \$50.00, without reimbursement from Defendant.

Plaintiff and other aggrieved employees suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

F. UNFAIR COMPETITION

(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to their detriment. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 et seq.

Plaintiff and other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which they have been deprived by means of the above-described unfair and unlawful business practices.

G. ADDITIONAL PENALTIES

(Violations of Labor Code §§201-204, 218.5, 226(a)(e), 226.7, 512, 558, 1194, 1194.2, 1194.3, 1198, 1199, 2802)

Plaintiff intends to seek all penalties for the violations described above on behalf of all aggrieved employees. Moreover, Plaintiff also intends to recover the actual wages owed to aggrieved employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, et seq. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, et seq., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, on behalf of Plaintiff and other aggrieved employees, should your office not address these matters within the prescribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.