



HAULK & HERRERA LLP

Attorneys at Law

Matthew A. Haulk, Esq.
mhaulk@hhemploymentlaw.com
Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

100 Pine Street, Suite 1250
San Francisco, CA 94111-5235
Telephone: 415.745.3219
www.hhemploymentlaw.com

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VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Belldawn Best ("**Plaintiff**") with respect to Plaintiff's claims against Zenith Insurance Company ("**Defendant**").

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency ("**LWDA**") of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California's Labor Code Private Attorneys General Act ("**PAGA**").

As used herein, the term "**Aggrieved Employees**" refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Belldawn Best was employed by Defendant Zenith Insurance Company from approximately October 2012 through August 2025. She began her employment as a Claims Assistant and, through years of service, was promoted to the position of Claims Examiner. Throughout her employment, Ms. Best was paid on an hourly basis and classified as a non-exempt employee.

Defendant maintained and enforced an unlawful rounding policy that systematically resulted in the underpayment of wages to Ms. Best and similarly aggrieved employees. As a result of this policy, employees were not compensated for all hours actually worked.



Defendant also maintained an unlawful meal period policy requiring employees to affirmatively check a box waiving their right to a meal period penalty, even when they were unable to take a compliant meal period within the first five hours of work. Due to the workload and time pressures imposed by Defendant, Ms. Best was regularly prevented from taking compliant meal periods but was not paid the required premium wages. Ms. Best was likewise regularly denied compliant rest periods because of work demands.

In addition, Ms. Best was required to use her personal cell phone for work-related purposes, including making and receiving calls with clients and other work contacts, without reimbursement for the associated costs. Following the COVID-19 pandemic, Defendant implemented a full remote work policy, later transitioning to a hybrid policy in or around 2023. Despite requiring employees to work remotely for all or part of their schedules, Defendant failed to reimburse Ms. Best and similarly aggrieved employees for necessary business expenses, including internet service used for work purposes.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

b) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at



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each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order:** As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Zenith Insurance Company - *via Certified Mail/Return Receipt Requested*