



September 19, 2023

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Amended Notice

Employee: Djavan Cleveland

Employer: Allstate Insurance Company, The Allstate Corporation and Other Related Entities

Dear PAGA Administrator:

We represent Djavan Cleveland (“Ms. Cleveland”), a former employee of Allstate Insurance Company (“Allstate” or “Defendant”). We intend to file a Private Attorney’s General Act (“PAGA”) complaint against Defendant on behalf of Ms. Cleveland and all other hourly, non-exempt employees of Defendant in California (the “Aggrieved Employees”). Pursuant to California Labor Code (“Labor Code”) § 2699.3(a)(1), we hereby provide notice of our client’s intent to bring claims under Labor Code § 2699(a) and (f).

Ms. Cleveland and Aggrieved Employees are current and former hourly, non-exempt employees of Allstate in California. Ms. Cleveland intends to file a complaint against Defendant on behalf of herself and Aggrieved Employees who have been denied proper overtime compensation and payment for all hours worked. Ms. Cleveland will pursue claims pursuant to Labor Code § 510 (failure to pay overtime wages), § 204 (failure to compensate for all hours worked), §§ 1194, 1197 & 1198 (failure to pay minimum wage), §§ 226.7 & 512 (failure to authorize and permit and/or make available meal and rest periods), § 226 (failure to provide timely and accurate itemized wage statements), and §§ 201-203 (waiting time penalties).

Ms. Cleveland intends to assert causes of action pursuant to Labor Code §§ 2699(a) and (f) for civil penalties for Defendant’s violations of the various Labor Code provisions enumerated above. Pursuant to Section 2699(a). Ms. Cleveland will seek civil penalties pursuant to each provision of the Labor Code that provides for civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, including but not limited to those



Labor Code provisions referenced above, as well as Sections 225.5, 226.3, and 256 of the Labor Code. To the extent a provision of the Labor Code does not provide for a civil penalty, Ms. Cleveland will seek civil penalties pursuant to Labor Code Section 2699(f). Defendant was, at all relevant times, the employer who violated the rights of Ms. Cleveland and other Aggrieved Employees by violating various sections of the Labor Code as outlined in this letter.

Background of Defendants:

Allstate Insurance Company is a Delaware corporation that provides vehicle insurance, property insurance, and business insurance. On information and belief, Allstate Insurance Company is a subsidiary of The Allstate Corporation, and its headquarters are located in Northbrook, Illinois. Allstate does business throughout the United States, including California.

Background of Plaintiff:

Ms. Cleveland worked for Allstate in California from approximately May 29, 2022, to August 4, 2023. Her job duties included, but were not limited to, processing insurance claims, calling customers, inspecting vehicles for collision and comprehensive damages, maintaining and managing accurate funds for the issuance of claim payments, submitting reports online, and driving to the co-partner salvage yard location to assess vehicle damage. While Ms. Cleveland's shifts varied in length, she typically worked approximately eight hours to ten hours per shift and typically worked five shifts per week. On average, Ms. Cleveland worked at least 40 hours per week and up to 50 hours per week.

Failure to Compensate All Hours Worked and to Pay Minimum Wages and Overtime Wages:

Defendant requires Aggrieved Employees, including Ms. Cleveland, to perform work off-the-clock without compensation. Aggrieved Employees must complete a certain number of claims, inspections, and/or customer calls per day, and are pressured by Defendant to meet these requirements within allotted paid hours per day often causes Aggrieved Employees to stay working while off-the-clock before they are scheduled to begin their workday and after they are scheduled to end their shift.

As a result of these policies and practices, Allstate required Ms. Cleveland and Aggrieved Employees to perform work before and after scheduled shifts without compensation. Because this additional time required Ms. Cleveland and Aggrieved Employees to work beyond 8 hours in a day, much of it should be compensated at overtime rates. As a result, Allstate denies Ms. Cleveland and other Aggrieved Employees compensation for all hours and proper overtime compensation.

Moreover, Defendants' policy and practice of requiring Ms. Cleveland and Aggrieved Employees to perform work during their off-duty meal breaks results in additional unpaid minimum wage and overtime. This time spent working through meal



periods goes unrecorded and uncompensated, even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to further minimum wage and overtime violations. Upon information and belief, Defendants institute similar policies across California that, once again, results in thousands of Aggrieved Employees performing services for the benefit of Defendant without compensation.

Failure to Provide Compliant Meal & Rest Breaks:

Defendant requires Ms. Cleveland and Aggrieved Employees to work beyond the statutory maximum times without meal and rest periods. These breaks are often not made available at all. Ms. Cleveland and Aggrieved Employees work through part or all of their meal and rest periods due to the amount of claims required to be completed daily. Even when Aggrieved Employees do receive some form of timely meal or rest period, it is often interrupted as Aggrieved Employees are not completely relieved of duty. Ms. Cleveland and Aggrieved Employees are not provided premium payments for these missed or non-compliant meal and rest periods.

Further, on days when Ms. Cleveland and Aggrieved Employees work longer shifts of ten hours or more, Ms. Cleveland and Aggrieved Employees are not authorized to take a second meal break before the tenth hour of work. As a result, Ms. Cleveland and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the tenth hour of work.

Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Ms. Cleveland and Aggrieved Employees perform a substantial amount of work which goes unrecorded and uncompensated and do not receive premium payments for missed, interrupted and/or untimely meal and rest periods. Therefore, Ms. Cleveland and Aggrieved Employees do not receive accurate, itemized wage statements.

Failure to Timely Pay all Wages Owed During Employment and Following Separation from Employment

As a consequence of Defendants' failure to pay for all hours worked, including minimum wage and overtime premiums and failure to pay premiums for missed, interrupted and/or untimely meal and rest periods, Ms. Cleveland and Aggrieved Employees do not receive all wages owed during employment and upon separation from employment. Additionally, Aggrieved Employees who are Defendants' former employees did not receive all wages owed following separation from employment.

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Ms. Cleveland is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions



nationwide. A description of the work, mission, and credentials of the firms can be found at www.schneiderwallace.com. Ms. Cleveland and her counsel are committed to zealously pursuing redress on behalf of the State of California and all other employees for the violations and civil penalties set forth above.

Sincerely,



CAROLYN H. COTTRELL
Attorney at Law

CC via certified mail:

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