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10 on behalf of themselves and all others similarly situated,

Department
Assignments
Case Management 35
Law and Motion 54
Minors Compromise 14

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF SACRAMENTO

14 CHAD RHOADES and LUIS URBINA, on
behalf of themselves, and all others similarly
15 situated,

16 Plaintiffs,

17 v.

20 PROGRESSIVE CASUALTY INSURANCE
COMPANY, INC., an Ohio Corporation; and
21 DOES 1 through 100, inclusive,

22 Defendants.

- 23) CASE NO.
24)
25) **CLASS ACTION COMPLAINT FOR**
26) **DAMAGES, INJUNCTIVE RELIEF, AND**
27) **RESTITUTION**
28)
29) **1. Unpaid Overtime**
30) **(Labor Code §§ 1194 and 1198, IWC**
31) **Order 4-2001)**
32) **2. Failure to Pay Wages of Terminated or**
33) **Resigned Employees (Labor Code § 201)**
34) **3. Illegal Record Keeping**
35) **(Labor Code § 226)**
36) **4. Violations of Unfair Competition Law**
37) **(Bus. & Prof. Code §§ 17200-17208)**
38) **5. Statutory Penalties**
39) **(Labor Code §§ 2698 et seq.)**

40 **DEMAND FOR JURY TRIAL**

1 Plaintiffs CHAD RHOADES and LUIS URBINA, on behalf of themselves and all others
2 similarly situated (“Plaintiffs”), file this Complaint against Defendant PROGRESSIVE
3 CASUALTY INSURANCE COMPANY, INC., an Ohio Corporation, and DOES 1 through 100
4 (hereinafter collectively referred to as “Defendants”).

5 I.

6 **INTRODUCTION**

7 1. This is a civil action seeking recovery against Defendant PROGRESSIVE
8 CASUALTY INSURANCE COMPANY, INC. (“Progressive” or “Defendant”), on behalf of
9 Plaintiffs and all Class Members who were not paid overtime wages for all hours worked in
10 excess of eight (8) hours per day, and/or forty (40) hours per week, as applicable, and were not
11 provided accurate itemized wage statements. The Complaint also seeks interest, attorneys’ fees
12 and costs under California Labor Code sections 203, 226(b), 1194 and 1198. Plaintiffs, on behalf
13 of themselves and all other Members of the putative Class, also bring claims based on
14 Defendants’ violations of California Business and Professions Code sections 17200, *et seq.*, as a
15 result of their unlawful, fraudulent and unfair business practices.

16 II.

17 **JURISDICTION AND VENUE**

18 2. Plaintiffs CHAD RHOADES and LUIS URBINA are individuals residing in the
19 County of Sacramento, California. Plaintiffs were employed by Defendants in the State of
20 California. Each Plaintiff and each putative Class Member was an employee of Defendant
21 Progressive Casualty Insurance Company, Inc., and/or its operating divisions and subsidiaries,
22 within the State of California, and were subject to the unlawful policies during the past four (4)
23 years.

24 3. Plaintiffs brings this action on behalf of themselves and similarly situated
25 employees of Defendants pursuant to Business and Professions Code sections 17200, *et seq.*

26 4. The California Superior Court has jurisdiction of this matter due to Defendants’
27 violations of Labor Code sections 203, 226(b), 1194 and 1198, and Business and Professions
28 Code sections 17200, *et seq.*

1 DOE Defendants when ascertained.

2 9. Plaintiffs are informed and believe each Defendant acted, in whole or in part, in all
3 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
4 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
5 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized
6 the acts of each of the remaining Defendants.

7 10. The true names and capacities, whether individual, corporate, associate,
8 or otherwise, of Defendants sued as DOES 1 through 100, inclusive, are currently unknown to
9 Plaintiffs, who therefore sue Defendants by such fictitious names. Plaintiffs are informed and
10 believe that each of the Defendants designated as a DOE is legally responsible in some manner
11 for the unlawful acts alleged. Plaintiffs will seek to amend this Complaint to reflect the true
12 names and capacities of Defendants designated as DOES when their identities become known.

13 **IV.**

14 **GENERAL ALLEGATIONS**

15 11. Plaintiffs bring this action on behalf of themselves and all others similarly
16 situated as a Class action pursuant to the California Code of Civil Procedure. The proposed
17 Class and subclasses which Plaintiffs seek to represent are composed of current and former non-
18 exempt employees of Defendant PROGRESSIVE CASUALTY INSURANCE COMPANY,
19 INC., or any of its operating divisions and subsidiaries, with job titles including Claims Adjuster,
20 Claims Representative, Claims Generalist Associate and/or equivalent positions and/or other
21 similarly designated titles, within the State of California ("Class Members"). Plaintiffs seek to
22 represent a Class composed of and defined as follows:

23 **Class:** All Defendants' California based Claims Adjusters, and other similar positions,
24 employed four (4) years before the filing of the Complaint until the date of trial ("Class Period").

25 12. The proposed Subclasses which Plaintiffs seek to certify are currently composed
26 of and defined as follows:

27 A. **Subclass "A":** All of Defendants' California Claims Adjusters, or other
28 similarly situated employees throughout the Class Period, who did not

1 receive overtime wages for all hours worked in excess of eight (8) hours
2 per day and/or forty (40) hours per week. (The "Overtime Subclass").

3 B. **Subclass "B":** All of Defendants' California Claims Adjusters, or other
4 similarly situated employees throughout the Class Period, who resigned or
5 whose employment was terminated and who were not paid all wages due
6 upon termination. (The "Terminated Subclass").

7 13. Plaintiffs reserve the right under Rule 3.764(a), California Rules of Court, to
8 amend or modify the Class description with greater specificity or further division into subclasses
9 or limitation to particular issues.

10 14. This action has been brought and may properly be maintained as a Class action
11 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
12 defined community of interest in the litigation and the proposed Class is easily ascertainable.

13 15. **Ascertainable Class:** The proposed Class and each subclass are
14 ascertainable in that their Members can be identified and located using information contained in
15 Defendants' payroll and personnel records.

16 16. **Numerosity:** The potential quantity of Members of the Class and
17 Subclasses as defined is so numerous that joinder of all Members would be unfeasible and
18 impractical. The disposition of their claims through this Class action will benefit both the parties
19 and this Court. The quantity of Members of the Class and Subclasses is unknown to Plaintiffs at
20 this time, however, it is estimated that each of the Class and Subclasses number in excess of 100
21 individuals. The quantity and identity of such Membership is readily ascertainable by inspection
22 of Defendants' records.

23 17. **Commonality:** There are questions of law and fact common to the Class and
24 Subclasses which predominate over questions affecting only individual Class Members,
25 including, without limitation:

26 (1) Whether Defendants paid overtime to Class Members for all hours worked in
27 excess of eight (8) hours a day and/or forty (40) hours in a workweek;

28 (2) Whether Defendants paid the proper overtime rate based both on Class Members'

1 hourly rate plus commissions for all hours worked in excess of eight (8) hours a
2 day and/or forty (40) hours in a workweek;

3 (3) Whether Defendants' conduct constitutes unfair competition within the meaning
4 of Business and Professions Code sections 17200, *et seq.*;

5 (4) Whether Members of the Class and Subclasses are entitled to compensatory
6 damages, and if so, the measure such damages;

7 (5) Whether the Members of the Class and Subclasses are entitled to injunctive relief;

8 (6) Whether the Members of the Class and Subclasses are entitled to restitution;

9 (7) Whether Defendants are liable for pre-judgment interest; and

10 (8) Whether Defendants are liable for attorneys' fees and costs.

11 18. **Typicality:** The claims of Plaintiffs are typical of the claims of all Members of
12 the Class and Subclasses because all Members of the Class and Subclasses sustained injuries and
13 damages arising out of Defendants' common course of conduct in violation of law.

14 19. **Adequacy of Representation:** Plaintiffs are adequate representatives of the
15 Class and Subclasses, and will fairly protect the interests of the Members of the Class and
16 Subclasses, have no interests antagonistic to the Members of the Class and Subclasses, and will
17 vigorously pursue this suit. Plaintiffs' attorneys are competent, skilled, and experienced in
18 litigating matters of this type, including large employment Class actions.

19 20. **Superiority of Class Action:** A Class action is superior to other available means
20 for the fair and efficient adjudication of this controversy. Individual joinder of all Class
21 Members is not practicable, and questions of law and fact common to the Class predominate over
22 any questions affecting only individual Members of the Class.

23 21. Class action treatment will allow those similarly situated persons to litigate their
24 claims in the manner that is most efficient and economical for the parties and the judicial system.
25 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
26 this action that would preclude its maintenance as a Class action.

27 ///

28 ///

1 V.

2 **FIRST CAUSE OF ACTION**

3 **(Failure to Pay Overtime Wages in Violation of California Labor Code §§ 1194 and 1198,
4 IWC Order 4-2001)**

5 22. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

6 23. Wage Order 4-2001 of the IWC, applicable to Defendants, provides that Plaintiffs
7 and the other Class Members shall be paid one and one-half times their regular rate of pay for all
8 hours in excess of eight (8) hours in a day up to twelve (12) hours and two times their regular rate
9 of pay for all hours in excess of twelve (12) hours. It also provides that employees receive one
10 and one-half times their regular rate of pay for all hours in excess of forty (40) hours in a week.

11 24. Defendants are liable to the Plaintiffs and the Class Members for unpaid overtime
12 wages, for all work in excess of eight (8) hours in a day or forty (40) hours per week, that was
13 calculated without properly calculating the regular rate of pay, in an amount subject to proof.

14 25. Insofar as work in excess of eight (8) hours in a day, and in excess of forty
15 (40) hours per week, was completed as "off-the-clock" work, Defendants willfully violated the
16 provisions of Labor Code section 1194 and 1198 and IWC Wage Order 4-2001.

17 26. As a result of the Defendants' unlawful and unfair business practice of failing to
18 properly pay overtime, Plaintiffs, and each Class Member, have suffered damages and are
19 entitled to damages in an amount according to proof.

20 27. Further, Plaintiffs request the violations of the Defendants be enjoined, and other
21 equitable relief provided as this Court deems proper including an order to reimburse Plaintiffs
22 and Plaintiff Class Members for expenses or losses incurred.

23 28. In addition, the Plaintiff Class is entitled to interest on the unpaid overtime,
24 attorneys' fees, costs, and, as to former employees, waiting time penalties pursuant to Labor
25 Code §203.

26 **SECOND CAUSE OF ACTION**

27 **(Failure to Timely Pay Wages Due at Termination in Violation of
28 California Labor Code § 201- 203)**

29 Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

30 Plaintiffs and/or the Members of the Plaintiff Terminated Subclass who ended

1 their employment with the Defendants during the Class Period were entitled to be promptly paid
2 all lawful compensation, and other premiums, as required by Labor Code § 201-203. Pursuant to
3 Labor Code § 203, such Plaintiff Subclass Members seek payment of penalties, according to
4 proof.

5 31. Additionally, Plaintiffs and Class Members are entitled to attorneys' fees and
6 costs, pursuant to Labor Code § 203, and to prejudgment interest.

7 **THIRD CAUSE OF ACTION**
8 **(Illegal Record Keeping in Violation of California Labor Code §226)**

9 32. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

10 33. Labor Code section 226 requires an employer to furnish its employees with an
11 accurate itemized statement in writing showing, among other things, (1) gross wages earned, (2)
12 total hours worked by each respective individual, (3) all deductions, (4) net wages earned and/or
13 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
14 number of hours worked by each respective individual.

15 34. Pursuant to Labor Code section 226, California employers are required to
16 maintain accurate records pertaining to the amount of wages earned by the Plaintiffs and Class
17 Members.

18 35. As a pattern and practice, in violation of Labor Code section 226(a), Defendants
19 did not provide Plaintiffs or Class Members with accurate itemized wage statements in writing
20 showing, (1) regular rate of pay, (2) number of hours worked, (3) gross wages earned, and/or (4)
21 net wages earned by the Plaintiffs and Class Members.

22 36. Pursuant to Labor Code section 226(e), the Plaintiffs and Class Members are
23 entitled to penalties as follows:

- 24 A) Fifty dollars (\$50.00) per employee for the initial pay period in which a
25 violation occurs; and
26 B) One hundred dollars (\$100.00) per employee for each violation in a
27 subsequent pay period, not to exceed \$4,000 per claimant; and
28 C) Pursuant to Labor Code section 226(g), the Plaintiffs and Class Members

1 are entitled to injunctive relief to ensure Defendants' compliance with
2 Labor Code section 226.

3 37. The Plaintiffs and Class Members are entitled to an award of costs and
4 reasonable attorneys' fees.

5 38. Defendants have knowingly and intentionally failed to comply with Labor
6 Code section 226(a) on each and every wage statement provided to Plaintiffs and Class
7 Members.

8 **FOURTH CAUSE OF ACTION**
9 **(Unfair Business Practices in Violation of**
10 **California Bus. & Prof. Code §§ 17200 et seq.)**

11 39. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

12 40. Defendants' failure to pay overtime compensation under the IWC Wage Orders
13 and under the California Labor Code, is unlawful and prohibited by Business and Professions
14 Code section 17200 *et seq.*

15 41. The actions of Defendants in failing to compensate Plaintiffs and Members of the
16 Plaintiffs Class in a lawful manner constitute false, unfair, fraudulent and/or deceptive business
17 practices, within the meaning of Business and Professions Code section 17200, *et seq.*

18 42. Plaintiffs are entitled to an injunction, specific performance under Business and
19 Professions Code section 17202, and/or other equitable relief against such unlawful practices in
20 order to prevent future loss, for which there is no adequate remedy at law, and to avoid a
21 multiplicity of lawsuits. Plaintiffs brings this cause individually and as representatives of all
22 others subject to Defendants' unlawful acts and practices.

23 43. As a result of their unlawful acts, Defendants have reaped and continue to reap
24 unfair benefits at the expense of Plaintiffs, and the Class they seek to represent. Defendants
25 should be enjoined from this activity, caused to specifically perform their obligations, and made
26 to disgorge these ill-gotten gains and restore to Plaintiffs and the Members of the Plaintiffs Class
27 the wrongfully withheld wages and/or other monies pursuant to Business and Professions Code
28 section 17200 *et seq.* Plaintiffs are informed and believe that Defendants are unjustly enriched
through their failure to reimburse business expenses and failure to properly pay overtime wages

1 to Plaintiffs and Members of the Plaintiffs Class.

2 44. Plaintiffs are informed and believe that Plaintiffs and the Class Members are
3 prejudiced by Defendants' unfair trade practices.

4 45. Plaintiffs, individually and on behalf of all employees similarly situated, are
5 entitled to equitable and injunctive relief, including full restitution, specific performance, and/or
6 disgorgement of all wages unlawfully withheld as a result of Defendants' business acts and
7 practices.

8 46. The illegal conduct alleged is continuing and there is no indication Defendants
9 will not continue such activity. Plaintiffs allege that if Defendants are not enjoined from the
10 conduct set forth in this Complaint, they will continue to fail to pay overtime wages, and will fail
11 to pay and avoid paying appropriate taxes, insurance, and unemployment withholdings.

12 47. Plaintiffs further request that the Court issue a preliminary and permanent
13 injunction prohibiting Defendants from failing to pay overtime wages.

14 **FIFTH CAUSE OF ACTION**
15 **(Statutory Penalties in Violation of California Labor Code §§ 2698 *et seq.*)**

16 48. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth.

17 49. California Labor Code Division 2, Part 2, Chapter 1, Section 558 provides:

18 “(a) Any employer or other person acting on behalf of an
19 employer who violates, or causes to be violated, a section of this
20 chapter or any provision regulating hours and days of work in any
21 order of the Industrial Welfare Commission shall be subject to a
22 civil penalty as follows: (1) For any initial violation, fifty dollars
23 (\$50) for each underpaid employee for each pay period for which
24 the employee was underpaid in addition to an amount sufficient to
25 recover underpaid wages. (2) For each subsequent violation, one
26 hundred dollars (\$100) for each underpaid employee for each pay
27 period for which the employee was underpaid in addition to an
28 amount sufficient to recover underpaid wages. (3) Wages
recovered pursuant to this section shall be paid to the affected

1 employee.”

2 50. Defendants’ failure to provide employees with one and one-half times their
3 regular rate of pay for overtime hours worked, in accordance with California law, including
4 California Labor Code Sections 1194, entitles Plaintiffs to recover a civil penalty as aggrieved
5 employees on behalf of themselves and other Claims Adjusters, and other similar positions,
6 employed by Defendants, pursuant to California Labor Code Section 558.

7 51. Defendants’ failure to provide employees with all compensation due at the time of
8 termination of employment, in accordance with California Labor Code Section 201-203, entitles
9 Plaintiffs to recover a civil penalty on behalf of other former Claims Adjusters, and other similar
10 positions, employed by Defendants, pursuant to California Labor Code Section 2699(f).

11 52. Plaintiffs have complied with the procedural requirements specified in Labor
12 Code Section 2699.3 as to each of the alleged violations. A true and correct copy of the notice
13 sent via certified mail to the Defendant and California’s Labor and Workforce Development
14 Agency is attached as Exhibit “1.”

15 53. As a result of the violations alleged, Plaintiffs, as aggrieved employees on behalf
16 of themselves and other current and former Claims Adjusters, and other similar positions,
17 employed by Defendants, seek all civil penalties available pursuant to Labor Code Section 2699,
18 including all civil penalties, attorneys’ fees, expenses, and costs of suit.

19 54. Enforcement of statutory provisions to protect workers and to ensure proper and
20 prompt payment of wages is a fundamental public interest. Plaintiffs’ successful enforcement of
21 important rights affecting public interest will confer a significant benefit upon the general
22 public. Private enforcement of these rights is necessary, as no public agency has pursued
23 enforcement. Plaintiffs are incurring a financial burden in pursuing this action and it would be
24 against the interests of justice to require the payment of attorneys’ fees and costs from any
25 recovery obtained, pursuant to, among other authorities, Labor Code Sections 218.5, and 2699,
26 and Code of Civil Procedure Section 1021.5.

27 55. If Plaintiffs succeed in enforcing these rights affecting the public interest, then
28 attorneys’ fees may be awarded to Plaintiffs and against Defendants under Code of Civil

1 Procedure Section 1021.5 and other applicable laws, in part because:

- 2 A. A successful outcome will enforce important rights affecting the public interest by
3 requiring Defendants to comply with California's wage and hour, and unfair
4 business practices laws;
- 5 B. This action will result in a significant benefit to Plaintiffs, the Class, and the
6 general public by bringing to a halt unlawful, unfair, deceptive, and misleading
7 activity, and by causing the return of ill-gotten gains obtained by Defendants;
- 8 C. Unless this action is prosecuted, Members of the Class and general public will not
9 recover those monies, and many of Defendants' employees would not be aware
10 they were victimized by Defendants' wrongful acts and practices;
- 11 D. Unless this action is prosecuted, Defendants will continue to mislead their
12 employees about the true nature of their rights and remedies under the wage and
13 hour laws; and
- 14 E. An award of attorneys' fees and costs is necessary for the prosecution of this
15 action and will result in a benefit to Plaintiffs, the Class, and to the public in
16 general by preventing Defendants from continuing to circumvent wage and hour
17 statutes which the California legislature and courts have recognized are not merely
18 matters of private concern between employer and employee, but are matters of
19 public concern, designed to provide minimum substantive guarantees to
20 individual workers, and are essential to public welfare.

21 **V.**
22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray for judgment as follows:

- 24 1. That the Court determine this action may be maintained as a Class action;
- 25 2. For compensatory damages in an amount according to proof with interest;
- 26 3. For economic and/or special damages in an amount according to proof with
27 interest;
- 28 4. That the court determine that the failure of the Defendants to compensate

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Plaintiffs, and each Plaintiff Class and Subclass Member for overtime work and losses be adjudged and decreed a violation of applicable IWC Wage Orders, regulations and statutes;


- 5. For penalties for employees who were owed wages at termination under Labor Code section 203;
- 6. That Defendants be found to have engaged in unfair competition in violation of section 17200 of the California Business and Professions Code;
- 7. That Defendants be ordered and enjoined to make restitution to the Class due to their unfair competition, including disgorgement of their wrongfully-obtained revenues, earnings, profits, compensation, and benefits, pursuant to California Business and Professions Code sections 17203 and 17204;
- 8. That Defendants be enjoined to cease and desist from unfair competition in violation of section 17200 of the California Business and Professions Code;
- 9. An injunction against Defendants and their officers, agents, successors, employees, representative, and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies, and patterns set forth ;
- 10. For attorneys' fees, interest and costs of suit;
- 11. Pre-Judgment and Post-Judgement interest, as provided by law;
- 12. For penalties recoverable under the Private Attorneys General Act, Labor Code section 2698, et seq.
- 13. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial of their claims by jury to the extent authorized by law.

**COHELAN KHOURY & SINGER
DESKIN LAW FIRM, APLC
Counsel for Plaintiffs**

Dated: February 17, 2010

By: 

Michael D. Singer
J. Jason Hill

EXHIBIT 1

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

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ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
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(† Also admitted in Illinois)

(* Also admitted in the District of Columbia)
(* Also admitted in Colorado)

www.ckslaw.com

January 15, 2010

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

**To: Labor and Workforce Development Agency and
Progressive Casualty Insurance Company, Inc.**

**From: Chad Rhoades and Luis Urbina on behalf of themselves and all current and/or
former Claims Adjusters, and other similar titles and positions**

Factual Statement:

Chad Rhoades was employed, and Luis Urbina is employed, by Progressive Casualty Insurance Company, Inc. ("Progressive") as a Claims Adjuster, or other similar title. During their employment, Progressive has failed to pay them, and similarly situated employees, overtime wages for all hours worked in excess of eight (8) hours per day, and/or forty (40) hours per week, and, has not provided accurate itemized wage statements. They are informed and believe that such violations are ongoing, systematic and continuous. They intend to bring an action against Progressive under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.

Labor Code Violations and Remedies:

Mr. Rhoades worked as a Claims Adjuster for Progressive from April 2007 through September 2009. Mr. Urbina is currently employed with the Company. Their positions performed functions which are not exempt from California's wage and hour laws requiring payment of overtime compensation. During their employment, Progressive failed to pay them, and other similarly situated employees, for hours worked in excess of eight (8) hours per day, and/or forty (40) hours per week. It is believed that for a period of at least four years prior to January 2010, Progressive committed these violations.

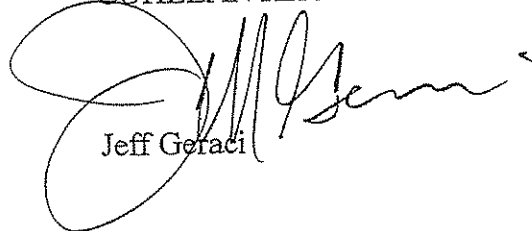
Progressive's failure to pay employees for hours worked in excess of eight (8) hours per day, and/or forty (40) hours per week establishes the right to recover wages and penalties as set forth in the Labor Code.

Mr. Rhoades and Mr. Urbina, and other similarly situated employees, are entitled to recover unpaid wages, with interest, penalties, and attorneys' fees as permitted by the Labor

Victoria Bradshaw, Secretary
California LWDA
January 15, 2010
Page 2

Code, including sections 203, 210, 1194, and 1198. They intend to bring an action against Progressive under the Private Attorney General Act ("PAGA") to recover wages, interest, penalties, and attorneys' fees. If permitted, they will seek any and all amounts capable of being collected by the Commission pursuant to Labor Code Section 2699.3 *et seq.*

Respectfully submitted,
COHELAN KHOURY & SINGER



Jeff Geraci

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Victoria Bradshaw, Secretary
California Labor and Workforce Development Agency
801 K Street, Suite 2101
Sacramento, CA 95814

Progressive Casualty Insurance Company, Inc.
6300 Wilson Mills Road
Mayfield village, OH 44143

Progressive Casualty Insurance Company, Inc.
c/o CT Corporation System
818 West Seventh Street
Los Angeles, CA 90017

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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, or on the front if space permits.

1. Article Addressed to:

Progressive Casualty Insr.
6300 Wilson Mills Rd.
Mayfield Village. OH 44143

2. Article Number

(Transfer from service label)

7009 1410 0000 6015 7645

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

PROGRESSIVE INS.

 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

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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, or on the front if space permits.

1. Article Addressed to:

Victoria Bradshaw, Secretary
CLWDA
801 K st., Suite 2101
Sacramento, Ca 95814

2. Article Number

(Transfer from service label)

7009 1410 0000 6015 7638

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RECEIVED

 Agent Addressee

B. Received by (Printed Name)

JAN 19 2010

C. Date of Delivery

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

Labor & Workforce Development Agency

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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, or on the front if space permits.

1. Article Addressed to:

Progressive Casualty Insr.
c/o: CT Corp. System
818 W. 7th St.
Los Angeles. CA 90017

2. Article Number

(Transfer from service label)

7009 1410 0000 6015 7652

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

 Agent Addressee

B. Received by (Printed Name)

JAN 19 2010

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

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

7009 1410 0000 6015 7645

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$.44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	

Sent To **Progressive Casualty Insr. Comp. Inc.**
 Street, Apt. No.,
 or PO Box No. **6300 Wilson Mills Rd.**
 City, State, ZIP+4® **Mayfield Village, OH 44143**

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