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and aggrieved

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

JENNIFER DODSON, DREW SMITH, DEBRA
WILLIS, and LINDA PECK, individually and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

vs.

AUTOMOBILE CLUB OF SOUTHERN
CALIFORNIA, a California corporation; ACSC
MANAGEMENT SERVICES, INC., PLEASANT
HOLIDAYS, LLC, AND WAWANESA
GENERAL INSURANCE COMPANY; and
DOES 1 through 50, inclusive,

Defendant.

Case No. VCU308283

*[Assigned for all purposes to Hon. Bret D.
Hillman, Dept. 2]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT**

**Hearing date: November 4, 2025
Time: 8:30 a.m.
Dept.: 2**

1 This matter came before the Honorable Bret D. Hillman in Department 2 of the Superior Court
2 of the State of California, for the County of Tulare on Plaintiffs Jennifer Dodson, Drew Smith, Debra
3 Willis, and Linda Peck's ("Plaintiffs") Motion to Approve Settlement Agreement Pursuant to the
4 Private Attorneys General Act, Cal. Labor Code 2698, et seq. ("PAGA") (the "Motion"), noticed for
5 hearing on November 4, 2025, at 8:30 a.m.

6 Plaintiffs and Defendant Automobile Club of Southern California, ACSC Management
7 Services, Inc., Pleasant Holidays, LLC, and Wawanesa General Insurance Company ("Defendant")
8 (Defendant and Plaintiffs together, the "Parties") have entered into the PAGA Settlement Agreement
9 ("Settlement Agreement" or "Settlement") to settle the above-captioned representative action subject
10 to the Court's approval.

11 The Court has read, heard, and considered all the pleadings and documents submitted, and the
12 presentations made in connection with the Motion which came on for hearing on November 4, 2025.

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Motion is granted.

15 2. The Court hereby approves the Parties' proposed PAGA Settlement and hereby enters
16 FINAL JUDGMENT based on the terms set forth in the Parties' Settlement Agreement in favor of
17 Plaintiffs and the Aggrieved Employees in the amount of \$1,875,000.00 ("Maximum Settlement
18 Amount"). Of this, \$625,000.00 is awarded as attorneys' fees paid to PAGA Counsel; \$11,352.11 in
19 costs to PAGA counsel; \$15,000.00 is awarded to each Plaintiff as a service award; and \$24,500.00 is
20 awarded as administration costs paid to the Settlement Administrator.

21 3. This Judgment incorporates by reference the Definitions in the Settlement Agreement,
22 and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

23 4. This Judgment is entered as part of a Settlement and the Court has made no findings of
24 liability or provided any notice of PAGA violations.

25 5. The Court finds that Plaintiffs have satisfied the prerequisites under the California
26 Private Attorneys General Act, Cal. Labor Code § 2698, *et seq.*, including, and not limited to, providing
27 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of
28 the specific provisions of the California Labor Code alleged to have been violated, including, and not

1 limited to, the facts and theories to support the alleged violations, in conformity with California Labor
2 Code § 2699.3(a).

3 6. The Court also finds that the Settlement Agreement has been submitted to the LWDA
4 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
5 or appear in the above-captioned action ("Action").

6 7. The Aggrieved Employees covered under the Settlement consist of the following
7 individuals: All non-exempt hourly-paid employees employed by Defendant in the State of California
8 who worked for Defendant during the PAGA Period.

9 8. The PAGA Period is defined as the period from February 4, 2023, to April 28, 2025.

10 9. The Court finds that the Parties reached the Settlement as a result of arm's-length
11 negotiations.

12 10. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
13 allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is
14 fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount of
15 \$1,154,147.96. The Net Settlement Amount shall be the Maximum Settlement Amount of \$1,875,000
16 less attorneys' fees and costs, Plaintiffs' service awards, and the settlement administration costs.

17 11. The Court hereby directs the PAGA Settlement Administrator, Phoenix Settlement
18 Administrators, to administer the Settlement and to make the payments as provided by, and consistent
19 with, this Order and Judgment and the Settlement Agreement.

20 12. The Court approves the payment of \$625,000.00 to PAGA Counsel for attorneys' fees.
21 This amount shall be paid from the Maximum Settlement Amount and shall be disbursed in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 13. The Court approves the payment of \$11,352.11 to PAGA Counsel for reimbursement of
24 litigation costs and expenses incurred in the Action. This amount shall be paid from the Maximum
25 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
26 Agreement.

27 14. The Court approves the payment of \$24,500.00 to Phoenix Settlement Administrators
28

1 for the Settlement Administration Costs. This amount shall be paid from the Maximum Settlement
2 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
3 Agreement.

4 15. Pursuant to the PAGA, 75% of the Net Settlement Amount, or \$865,610.92 will be paid
5 to the Labor & Workforce Development Agency as penalties, and 25% of the Net Settlement Amount,
6 or \$288,536.97 will be paid to the Aggrieved Employees.

7 16. The Parties are directed to perform in accordance with the terms set forth in this Order
8 and Judgment and the Settlement Agreement.

9 17. The Court further finds that notice of the Settlement need not be provided to the
10 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT**
11 **1**" and Phoenix Settlement Administrators shall distribute the Cover Letter to the Aggrieved Employees
12 at the same time that it distributes their share of the Employees' Portion ("Individual PAGA Payments").

13 18. No later than thirty (30) calendar days after the Effective Date as defined in the
14 Settlement Agreement, Defendant shall fully fund the Maximum Settlement Amount by transmitting
15 the funds to Phoenix Settlement Administrators.

16 19. No later than fourteen (14) calendar days after the Effective Date as defined in the
17 Settlement Agreement, Defendant will provide the PAGA Settlement Administrator with the Aggrieved
18 Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

19 20. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List
20 and Maximum Settlement Amount, Phoenix Settlement Administrators shall distribute the Individual
21 PAGA Payments' checks to Aggrieved Employees, the LWDA PAGA Payment, Attorneys' Fees and
22 Costs to Plaintiff's' Counsel, the PAGA Representative Service Payments, and payment to itself for
23 the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement
24 Agreement.

25 21. The Individual PAGA Payments' checks issued to Aggrieved Employees shall remain
26 valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, shall be cancelled.
27 Funds associated with such cancelled checks shall be transmitted by Phoenix Settlement Administrators
28 to the California State Controller's Office Unclaimed Property Division, in the name of the Aggrieved

1 Employee(s) at issue and in the amount of his or her respective Individual PAGA Payment(s).

2 22. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
3 Upon the entry of this Order and Judgment and full funding of the Maximum Settlement Amount,
4 Plaintiffs and Aggrieved Employees, individually and on behalf of their heirs, executors,
5 administrators, representatives, attorneys, successors and assigns, and the State of California, will be
6 deemed to have knowingly and voluntarily released and forever discharged the Released Parties
7 including the Defendant, as defined in the Settlement Agreement, from the Released Claims and
8 Plaintiff's Action, as defined in the Settlement Agreement.

9 23. This Order and Judgment shall be submitted to the LWDA through the online system
10 established for the filing of notices and documents, in conformity with California Labor Code §
11 2699(s)(3). As a result of this Judgment, the Aggrieved Employees are barred from prosecuting any of
12 the claims covered by the Released PAGA Claims and Released Plaintiff's Action, as defined in the
13 Settlement Agreement, against the Released Parties.

14 24. Plaintiffs' individual and representative claims are hereby dismissed with prejudice. The
15 Parties will submit a stipulation and proposed order per CRC 3.770 seeking dismissal of Plaintiffs'
16 class claims with prejudice and the class claims of the putative class without prejudice.

17 25. This Judgment is intended to be a final disposition in its entirety of the above captioned
18 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all
19 matters relating to the interpretation, administration, implementation, effectuation, and enforcement of
20 the Settlement pursuant to C.C.P. § 664.6.

21 **IT IS SO ORDERED.**

22
23 DATED: _____

HONORABLE BRET D. HILLMAN
SUPERIOR COURT OF CALIFORNIA

EXHIBIT 1

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

**Jennifer Dodson et al., v. Automobile Club of Southern California, ACSC
Management Services, Inc., Pleasant Holidays, LLC, and Wawanesa General Insurance
Company
Superior Court of the State of California, County of Tulare No. VCU308283**

Eligible Employee

Address

You are receiving this notice in connection with a Court-approved settlement (the “Settlement”) in the lawsuit entitled *Dodson et. al., v. Automobile Club of Southern California, ACSC Management Services, Inc., Pleasant Holidays, LLC, and Wawanesa General Insurance Company* filed in the Superior Court of the State of California for the County of Tulare Case No. VCU308283 (the “Action”), brought on a representative basis under the Private Attorneys General Act of 2004 codified at California Labor Code section 2698, *et seq.* (“PAGA”). The Plaintiffs in the lawsuit are Jennifer Dodson, Drew Smith, Debra Willis, and Linda Peck (“Plaintiffs”) and the Defendant is Automobile Club of Southern California, ACSC Management Services, Inc., Pleasant Holidays, LLC, and Wawanesa General Insurance Company (the “Defendant”). The Settlement provides for recovery of penalties, interest, attorneys’ fees, and costs for alleged violations of the California Labor Code on behalf of all non-exempt hourly-paid employees employed by Defendant in the State of California during the PAGA Period. The PAGA Period is from February 4, 2023, to April 28, 2025 (“PAGA Period”). The PAGA statute provides that 75% of any recovery pursuant to the net Settlement be paid to the State of California and 25% of any recovery be paid to the Aggrieved Employees based upon the number of pay periods worked where there is an alleged California Labor Code violation during the PAGA Period.

Defendant denies all liability and all of the claims, contentions, and each allegation made in the Action. The settlement is not an admission by Defendant that any violations occurred or that any penalties are or were ever owed. The settlement was approved by the Tulare County Superior Court of California (“the Court.”). The Court has made no ruling and will make no ruling, on the merits of the Action and its allegations and claims.

Upon the date the Court entered an order approving the Settlement as set forth below and the Maximum Settlement Amount is fully funded, and except as to the rights and obligations created by this Settlement, Plaintiff and Aggrieved Employees, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and the Released Parties to the full extent permitted by law, of and from the Action, related actions, Supplemental PAGA Notice, interest, attorneys’ fees, costs, and from any and all claims, arising during the PAGA Period, for penalties under California Labor Code section 2698, *et seq.* as well as claims based on alleged violations of California Labor Code including but not limited to sections 98.6, 201-204, 201.3, 210, 213, 213(d), 216, 218.5, 218.6, 223, 225.5, 226, 226(a), 226.2, 226.3, 226.4, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 269, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1024.5, 1670.5, 2698, 2699, 2699(f)-(g),

2699.3, 2800, 2802, 2810.5, 2926, 2927, and 6401-03, any applicable California Industrial Welfare Commission Wage Orders, any applicable California Code of Regulations, and Business and Professions Code Section 17200 (“Released Claims”).

“Released Parties” refers to Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action.

By an Order dated **Approval Date**, the Tulare County Superior Court of California approved the Settlement of the Released Claims. By approving the Settlement, the Court did not decide in favor of either Plaintiffs or Defendant.

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the Settlement based upon the Court-approved allocation. Enclosed with this Notice is your settlement check for your share. Your share is determined by the number of pay periods you worked during the PAGA Period relative to the total of pay periods worked by all Aggrieved Employees.

The settlement check shall remain valid for one hundred eighty (180) days. Thereafter, the settlement check shall be canceled, and funds associated with your check shall be transmitted to the California Controller’s Unclaimed Property Fund to be held in your name.

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the Settlement will be considered penalties reported on IRS Form 1099, and may be subject to local, state or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment. Neither Plaintiffs nor Defendant have made any representations or warranties regarding the taxation of your settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

ADMINISTRATOR NAME

WEBSITE

Phone: