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ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
10/09/2025
By: Jose Angel De Luna Romero,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

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

Plaintiffs,

vs.

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

Defendant.

Case No. VCU308283

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

SECOND AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT FOR CIVIL PENALTIES UNDER LABOR CODE SECTIONS 98.6, 201-203, 201.3, 204, 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, 246, 247.5, 245-248.5, 248.2, 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, 1670.5, 2698, 2699, 2699(f)-(g), 2699.3, 2800, 2802, 2810.5, 2926, 2927, and 6401-03:

1. REPRESENTATIVE CLAIM UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) BASED ON THE FOLLOWING STATUTORY VIOLATIONS:

(1) Labor Code §§ 201-203, 204, 210, 218.5, 218.6, 226, 226.2, 510, 558, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, and 2699(f)(2);

(2) Labor Code §§ 226.7, 210, 512, and 2699(f)(2);

(3) Labor Code §§ 226.7, 210, 512, and 2699(f)(2);

(4) Labor Code §§ 204 and 210;

(5) Labor Code §§ 1174and 1174.5;

(6) Labor Code §§ 201 to 203, 213, and 2699(f)(2);

(7) Labor Code §§ 226, 226.3, and 226.4;

(8) Labor Code §§ 2800, 2802 and 2699(f)(2);

(9) Labor Code §§ 226, 432, 1198.5, and 2699;

(10) Labor Code §§ 1174, 1198, 1199, 558.1, 226.6, 1174.5, and 2699;

(11) Labor Code §§ 245-248.5, 2810.5, 226, 233, and 234;

(12) Labor Code §§ 216 and 225.5;

(13) Labor Code §§ 223 and 2699(f)-(g);

(14) Labor Code § 227.3, 269, 1194.2, 1197.1, 1198, 1199, 2699.3, and 2699;

(15) Labor Code §§ 1198, 1199, 2699, and § 14(A-B) of all applicable IWC Wage Orders;

(16) Labor Code §§ 432.5 and 1024.5;

(17) Labor Code §§ 201.3 and 2699;

(18) Labor Code §§ 98.6, 232, 232.5, 1102.5, 1197.5, and 2699;

(19) Labor Code § 432.7;

(20) Labor Code § 432.5;

(21) Labor Code §§ 6401, 6402, and 6403;

(22) Labor Code §§ 2810.5, 558, and 2699;

(23) Labor Code §§ 551 and 552 and Code of

Regulations § 11170;

(24) Labor Code §§ 1197, et seq.;

(25) Bus. & Prof. Code §§ 17200, et seq., and

(26) Code of Regulations, Title 8, §§ 1527, 3366, 3457, and 8397.4.

2. VIOLATION OF LABOR CODE § 2802

3. VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1

4. VIOLATION OF LABOR CODE §§ 510 AND 1194

5. VIOLATION OF LABOR CODE § 226

6. VIOLATION OF BUS. & PROF. CODE § 17200, ET SEQ.

DEMAND OVER $25,000

Plaintiffs Jennifer Dodson, Drew Smith, Debra Willis, and Linda Peck ("Plaintiffs") hereby submit this Second Amended Class and PAGA Representative Action Complaint against Automobile Club of Southern California, a California corporation, ACSC Management Services, Inc., a California corporation, Wawanesa General Insurance Company, a California corporation, and Pleasant Holidays, LLC ("Defendant"), and Does 1-50 (hereinafter collectively referred to as "Defendant"), individually and on behalf of a class of all other similarly situated current and former employees of Defendant for penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), and for restitution, as follows:

INTRODUCTION

1. This class and representative action is within the Court's jurisdiction under the applicable California Labor Code sections, the applicable Wage Orders of the Industrial and Welfare Commission (the "IWC"), and applicable California Code of Regulations.

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code, Wage Orders of the IWC, and California Code of Regulations against Defendant's employees.

3. Plaintiffs are informed and believe and based thereon allege that Defendant jointly and severally has acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to comply with the Labor Code, IWC Wage Orders, and California Code of Regulations as described below.

JURISDICTION AND VENUE

4. The Court has jurisdiction over the applicable violations of the California Labor Code.

5. Venue is proper in Tulare County because Plaintiff Jennifer Dodson worked for the Defendant in the City of Visalia, California.

PARTIES

6. In or around 2018, Plaintiff Jennifer Dodson was hired by Automobile Club of Southern California. She was a non-exempt employee throughout her employment with Defendant until her separation in September of 2024. Plaintiff Drew Smith was a non-exempt employee of ACSC Management Services, Inc., from May 2023 until April of 2024. Plaintiff Linda Peck was a non-

exempt employee of Wawanesa General Insurance Company from 2008 until August of 2024. Plaintiff Debra Willis was a non-exempt employee of Pleasant Holidays, LLC from June 1999 until December of 2024.

7. Plaintiffs are informed and believe and based thereon allege that Defendant is composed of nonprofit entities that provide insurance, travel, and automobile services throughout central and southern California.

8. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned, Defendant and DOES 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

9. As such, and based upon all the facts and circumstances incident to Defendant's' business in California, Defendant is subject to the California Labor Code, the applicable Wage Orders and the California Code of Regulations.

10. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint when the true names and capacities are known. Plaintiffs are informed and believe and based thereon allege that each of said fictitious Defendants was responsible in some way for the matters alleged herein, and proximately caused Plaintiffs, class members, and aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

11. At all times herein mentioned, the Defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendant, were the agents, servants, and employees of each , as well as the agents of all, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

12. Plaintiffs are informed and believe and based thereon allege that at all times material hereto, the Defendant named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the others and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by a certain Defendant, each of the remaining entities confirmed and ratified said acts,

conduct, and omissions of the acting Defendant.

13. At all times herein mentioned, Defendant, was engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

14. At all times herein mentioned, the acts and omissions of the Defendant, concurred and contributed to the various acts and omissions of each and all of the others in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendant, , ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendant aided and abetted the acts and omissions of each and all of the others in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

15. **Definition:** The named individual Plaintiffs seek class certification, pursuant to California Code of Civil Procedure section 382, of the following class:

> All current and former non-exempt employees of Defendant in the State of California at any time from April 19, 2020, through the present (the "Class.")

16. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendant's records, including payroll records. Plaintiffs are informed and believe and based thereon allege that Defendant failed to comply with the applicable Labor Code sections, applicable IWC Orders, and California Code of Regulations as referenced below.

17. **Adequacy of Representation**: The named Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the class and individual Plaintiffs. Plaintiffs' attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

18. Defendant uniformly administered a corporate policy, practice of failing to comply with the applicable Labor Code sections, applicable IWC Orders, and California Code of Regulations

as referenced below.

19. **Common Questions of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiffs and the claims of the Class concerning Defendant failing to comply with the applicable Labor Code sections, applicable IWC Orders, and California Code of Regulations as referenced below.

20. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the Classes in that Plaintiffs has suffered the harm alleged in this Complaint in a similar and typical manner as the members of the Class.

21. The California Labor Code, applicable IWC Orders, and California Code of Regulations, and upon which Plaintiffs base these claims are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

22. The nature of this action and the format of laws available to Plaintiffs and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with its vastly superior financial and legal resources. Requiring each Class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

23. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against the Defendant and which would establish potentially incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the

adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

24. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Classes identified herein of a common fund, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of the applicable California Labor Code sections and Code of Civil Procedure section 1021.5.

25. Proof of a common business practice or factual pattern, which the named Plaintiffs experienced and are representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

FIRST CAUSE OF ACTION

REPRESENTATIVE ACTION FOR CIVIL PENALTIES UNDER PAGA

(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST THE DEFENDANT)

26. Plaintiffs re-allege and incorporate by reference the preceding paragraphs, except the allegations concerning class action designation, as though fully set forth herein.

27. Plaintiffs are "aggrieved employees" within the meaning of California Labor Code § 2699(c), and are proper representatives to bring a civil action on behalf of themselves and other current and former employees of Defendant pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiffs and Aggrieved Employees were employed by Defendant and the alleged violations of the California Labor Code were committed against Plaintiffs and Aggrieved Employees.

28. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698–2699.5, Plaintiffs and Aggrieved Employees will seek to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699 for the following alleged violations:

a. Defendant is liable to the Employees and the Aggrieved Employees for the statutory and/or civil penalties provided for in Labor Code § § 201-203, 210, 218.5, 218.6, 226, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2699(f)(2), and applicable IWC orders for failing to pay for all hours worked, including minimum, straight time, and overtime wages, and issuing inaccurate wage statements;

b. Labor Code §§ 226.7, 210, 512, 2699(f)(2), and applicable Wage Orders by failing to provide meal periods or premium payment in lieu thereof;

c. Labor Code §§ 226.7, 210, 512, 2699(f)(2), and applicable Wage Orders by failing to authorize and permit rest periods or premium payment in lieu thereof;

d. Labor Code §§ 204 and 210 by failing to pay all earned wages two times per month and failure to timely pay all earned wages;

e. California Labor Code §§ 1174, 1174.5, and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

f. Labor Code §§ 201 to 203, 213 and 2699(f)(2) by willfully failing to pay all wages owed at termination;

g. Labor Code §§ 226, 226.3, and 226.4 by failing to provide accurate itemized wage statements;

h. Labor Code §§ 2800, 2802 and 2699(f)(2) by failing to indemnify for necessary expenditures;

i. Labor Code §§ 226, 432, and 1198.5, and 2699 by failing to timely produce requested payroll records, timecards, personnel, and employment records;

j. Labor Code §§ 1174, 1198, 1199, 558.1, 226.6, 1174.5, and 2699 by failing to keep accurate and complete payroll records;

k. Labor Code §§ 245-248.5, 2810.5, 226, 233, and 234 by failing to provide proper sick leave and supplemental paid sick leave;

l. Labor Code § 216 and 225.5 for refusal to pay wages due and payable and/or denial at times of the validity of any claim to wages due;

m. Labor Code § 223 and 2699(f)-(g) for secretly paying wages lower than required by statute while purporting to pay legal wages;

n. Labor Code § 227.3, 269, 1194.2, 1197.1, 1198, 1199, 2699, and 2699.3 for failure to pay vested vacation and/or paid time off;

o. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating and pursuant to Labor Code §§ 1198, 1199, and 2699;

p. Labor Code § 432.5 and 1024.5 for unlawful agreements;

q. Labor Code § 201.3 and 2699 for failure to timely provide temporary workers with owed wages;

r. Labor Code §§ 98.6, 232, 232.5, 1102.5, 1197.5, and 2699 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Defendant, and whistleblower violations;

s. Labor Code § 432.5 and 432.7 for unlawful inquiries at times into criminal histories;

t. Labor Code § 432.5 for unlawfully requiring employees to waive PAGA and/or representative actions in writing as a condition of employment;

u. Labor Code §§ 6401, 6402, and 6403 for workplace health and safety violations;

v. Labor Code Sections 2810.5, 558, and 2699 for violation of the Wage Theft Protection Act of 2011;

w. Labor Code §§ 551 and 552 and California Code of Regulations Section 11170 for failure to provide one day's rest in seven;

x. Labor Code §§ 1197, et seq. for equal pay act and equal pay discrimination and related wages; and

y. Violation of Business and Professions Code §§ 17200 et seq. based on the above-referenced Labor Code violations.

z. Defendant violated sections 1527, 3366, 3457, and 8397.4 of Title 8 of the California Code of Regulations by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

29. On behalf of potentially Aggrieved Employees, the Plaintiffs seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, any penalties available under Labor Code §§ 98.6, 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.2, 226.3, 226.4, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 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, 1670.5, 2699, 2699.3, 2800, 2802, 2810.5, 2926, 2927, and 6401-03.

30. Aggrieved Employees will also be entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

31. These penalties are in addition to any other relief available under the Labor Code. Pursuant to California Labor Code §§ 2699.3, Plaintiff Dodson gave written notice on April 1, 2024, by online filing to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. As more than sixty-five (65) days have passed and the LWDA has not provided notice to Plaintiff that it intends to investigate the alleged violations, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA against Defendant on behalf of the State of California, themselves and other Aggrieved Employees of Defendant. Plaintiffs filed a Supplemental LWDA letter on July 3, 2025, further explaining the nature of the alleged violations of the PAGA being asserted. Attached as **Exhibit A** is a true and correct copy of the Supplemental LWDA letter filed on July 3, 2025, and which is incorporated herein by reference.

<u>SECOND CAUSE OF ACTION</u>

VIOLATION OF LABOR CODE § 2802

(BY PLAINTIFFS AND THE CLASS AGAINST THE DEFENDANT)

32. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

33. Defendant, as a matter of policy and practice, did not provide reimbursements for business expenses incurred by the Class.

34. Labor Code section 2802 requires that employers reimburse employees for business expenses incurred in direct discharge of their duties.

35. Defendant required Plaintiffs and the Class to use an application on their personal cell phones to log in to their computers at work. Plaintiffs and the Class did not receive any reimbursement from Defendant for this use of their personal cell phones.

36. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code section 2802, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code section 2802.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 1194, 1197, AND 1197.1

(BY PLAINTIFFS AND THE CLASS AGAINST THE DEFENDANT)

37. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

38. This cause of action is brought pursuant to Labor Code sections 1194, 1197 and 1197.1, which require an employer to pay employees minimum wages for all hours worked less than eight hours in a day and/or less than 40 hours in a workweek.

39. As a pattern and practice, Defendant suffered and permitted Class Members to work without payment of minimum wages for all hours worked in a workday and workweek. Specifically, Defendant required Class Members to use an application on their personal cell phones in order to log in to their computer at work. Class Members did not receive the payment of wages for such time.

40. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs, the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of

California Labor Code sections 1194, 1197, and 1197.1.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 510 AND 1194

(BY PLAINTIFFS AND THE CLASS AGAINST THE DEFENDANT)

41. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

42. This cause of action is brought pursuant to Labor Code sections 510 and 1194, which require an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

43. As a pattern and practice, Defendant suffered and permitted Class Members to work in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime pay. Specifically, Defendant required Class Members to use an application on their personal phones to log in to their computers at work. Class Members did not receive the payment of overtime wages for such time.

44. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs, the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 510 and 1194.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

(BY PLAINTIFFS AND THE CLASS AGAINST THE DEFENDANT)

45. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

46. Defendant, as a matter of policy and practice, did not provide accurate records in violation of Labor Code section 226(a) by failing to provide accurate payroll records to employees.

47. Here, Plaintiffs and the Class were paid hourly. As such, the wage statements should have reflected the applicable hourly rates of pay and gross and net wages earned, pursuant to Labor

Code section 226(a). However, the wage statements provided to Plaintiffs and Class Members failed to identify such information. More specifically, as a result of the aforementioned violations of the Labor Code the wage statements identified incorrect wage rates and net and gross wages earned, in violation of Labor Code section 226(a).

48. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class in a civil action, for all damages or penalties pursuant to Labor Code section 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code section 226.

SIXTH CAUSE OF ACTION

VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.*

(BY PLAINTIFFS AND THE CLASS AGAINST THE DEFENDANT)

49. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

50. Defendant has engaged and continues to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above.

51. Defendant's utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendant's competitors.

52. Plaintiffs seek, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendant by means of the unfair practices complained of herein.

53. Plaintiffs are informed and believe, and based thereon alleges, that at all times herein mentioned Defendant has engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiffs and other members of the Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment individually and all others on whose behalf this suit is brought against Defendant, jointly and severally, as follows:

1. For an order certifying the proposed Class;

2. For an order appointing Plaintiffs as the representatives of the Class as described herein;

3. For an order appointing counsel for Plaintiffs as Class counsel;

4. For all PAGA civil penalties and other recoveries according to proof including, but not limited to, the amount of any and all civil penalties or other amounts authorized by California Labor Code §§ 98.6, 201.3, 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.4, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1024.5, 1670.5, 2699, 2699.3, 2800, 2802, 2810.5, 2926, 2927, 6401-6403, and any applicable California Industrial Welfare Commission Wage Orders and California Code of Regulations or any other applicable civil penalty provisions authorized under California law;

5. For damages and/or penalties pursuant to statute as set forth in California Labor Code section 2802, and for costs and attorneys' fees;

6. For damages and/or penalties pursuant to statute as set forth in Labor Code §§ 1194, 1197, and 1197.1, and for costs and attorneys' fees;

7. For damages and/or penalties pursuant to statute as set forth in Labor Code §§ 510 and 1194, and for costs and attorneys' fees;

8. For damages and/or penalties pursuant to statute as set forth in Labor Code section 226, and for costs and attorneys' fees;

9. For restitution to Plaintiffs and other similarly effected members of the general public of all funds unlawfully acquired by Defendant by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;

10. On all causes of action for attorneys' fees and costs as provided by the applicable California Labor Code sections and Code of Civil Procedure § 1021.5; and

11. For such other and further relief as the Court may deem just and proper.

DATED: October 1, 2025

THE LAW OFFICE OF NICK ROSENTHAL, APC

By:______________________________

Nicholas Rosenthal

Attorneys for Plaintiffs and the Class

EXHIBIT A

The Kick Law Firm

A Professional Corporation

815 Moraga Drive
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310 395 2988 | Fax: 310 395 2088

July 3, 2025

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Dodson v. Automobile Club of Southern California
Case No. LWDA-CM-1019764-24

To Whom It May Concern:

This correspondence shall supplement Jennifer Dodson's previous letter of March 27, 2024. Ms. Dodson, along with Drew Smith, Debra Willis, and Linda Peck (the "Employees") now allege the following claims in addition to the original allegations against Automobile Club of Southern California ("Defendant" or "the Company") and its subsidiaries and affiliates, including, but not limited to, ACSC Management Services, Inc., Auto Club Services, LLC, Auto Club Enterprises, Pleasant Holidays, LLC, Wawanesa General Insurance Company, and Hawaii World, LLC. Specifically, the Employees allege as follows:

Violations of Equal Pay Act and All Related Equal Pay Discrimination and Wages

Defendant has discriminated against the Employees and other employees in violation of California Labor Code § 1197.5, et seq. by paying employees less when compared against similarly situated males and/or white employees and/or gender-conforming employees who performed the same or substantially similar work when viewed as a composite of skill, effort, and responsibility, and which were performed under similar working conditions. Defendant so discriminated by subjecting them to discriminatory pay, raises, and/or bonuses, discriminatory denials of promotions and other advancement opportunities that would result in higher compensation, and other forms of discrimination in violation of the California Fair Pay Act. Defendant failed to take reasonable steps to prevent this discrimination and did not adequately investigate or address complaints of this discrimination.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

The Employees incorporate by reference allegation #2 of the original March 27, 2024 LWDA letter.

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197 and IWC orders. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant failed to pay the Employees and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required the Employees and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring the Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring the Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out such as booting up computers, waiting in line for badge checks, and/or receiving work-related calls from supervisors while they were off the clock. Defendant failed to pay the Employees and Aggrieved Employees minimum wages they were owed, including by Defendant's consistent policy of failing to pay Employees and Aggrieved Employees for all hours worked. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that Defendant compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Defendant failed to properly calculate the Employees' regular rate of pay when paying overtime, by failing to include all compensation, such as shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, in the Employees' overtime calculations. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours the Employees and the Aggrieved Employees worked.

Throughout the statutory period, Defendant also engaged in a practice of improper rounding. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." As a result of Defendant's rounding policy, the Employees consistently were not compensated at least minimum wage for all hours that the Employees worked.

As a result, Defendant is liable to the Employees and the Aggrieved Employees for the statutory and/or civil penalties provided for in Labor Code § § 201-203, 210, 218.5, 218.6, 226, 558, 1194.2, 1197.1, 2699(f)(2), and applicable IWC orders for failing to pay for all hours worked, including minimum, straight time, and overtime wages, and issuing inaccurate wage statements.

Failure to Provide One Day's Rest in Seven

California Labor Code sections 551 and 552 entitle employees to one day's rest in seven to prevent employees from working more than six days in seven. During the statutory period, Defendant violated Labor Code sections 551-552 by requiring the Employees and the Aggrieved Employees to work seven days consecutively without paying overtime wages for work performed on the seventh day. *See also e.g., Mendoza v. Nordstrom, Inc.* (2017) 2 Cal.5th 1074, 1078-91; Cal. Code Reg. § 11170. Employees seek all relief available to Employees and Aggrieved Employees, including, but not limited to, civil penalties, for Defendant's violations.

Failure to Provide Meal Periods

Under California law, pursuant to Labor Code §§ 226.7 and 512, Defendant has an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Defendant wrongfully failed to provide the Employees and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including, but not limited to, failing to provide the Employees and the Aggrieved Employees the reasonable opportunity to leave the work premises to take meal periods). Defendant also continued to assert control over the Employees and the Aggrieved Employees, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying the Employees and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating the Employees and the Aggrieved Employees for meal periods that were not provided as required by law. Defendant also did not inform the Employees of Employees' right to, nor permitted the Employees to take, all of the Employees' second meal periods when the Employees worked at least ten hours of work in a workday and otherwise unlawfully pressured the Employees to waive such breaks. Accordingly, Defendant failed to provide meal periods to the Employees and the Aggrieved Employees in compliance with California law.

The Employees and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Defendant, however, failed to pay the Employees and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, Defendant is liable to the Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Defendant is required by California law pursuant to Labor Code §§ 226.7 and 512 to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit the Employees and the Aggrieved Employees to take legally compliant rest periods in a manner required by law (and also including, but not limited to, failing, to authorize and permit the Employees and the Aggrieved Employees the reasonable opportunity to leave the work premises to take rest periods). Defendant required the Employees and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting the Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating the Employees and the Aggrieved Employees for rest periods that were not authorized or permitted.

Instead, Defendant continued to assert control over the Employees and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying the Employees and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant failed to authorize and permit the Employees and the Aggrieved Employees to take rest periods in compliance with California law. The Employees and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, failed to pay the Employees and the Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Defendant is liable to the Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month and Failure to Timely Pay All Earned Wages

Based on Defendant's failure to pay the Employees and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

In addition, Labor Code § 204 requires Defendant to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, Defendant failed and refused to pay the Employees all wages due, and failed to pay those wages twice a month, in that the Employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes the Employees the legally required wages for unpaid wages, and the Employees and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to the Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

The Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by the Employees and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived the Employees and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, the Employees and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, the Employees and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Defendant to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, the Employees and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, savings and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of the Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail, to pay the Employees and terminated Aggrieved Employees without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Defendant also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, the Employees and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code§ 203.

Moreover, Defendant is liable to the Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Throughout the statutory period, Defendant failed to, and continue to fail, to timely furnish the Employees and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, the Employees and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Moreover, Defendant is liable to the Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code§ 226.3 and 226.4 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

The Employees incorporate by reference allegation #1 of Jennifer Dodson's March 27, 2024 LWDA letter.

Labor Code § 2802(a) provides that Defendant shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required the Employees and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. The Employees and the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses. For example, Defendant required employees to use personal resources such as cell phones, vehicles, computers, home office space, and other materials for work purposes without reimbursement. The Employees and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify the Employees and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to the Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2800, 2802 and 2699(f)(2) for failing to indemnify the Employees and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code§ 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. The Employees and the Aggrieved Employees submitted written request(s) to Defendant for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Defendant is liable to the Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires Defendant to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by the Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7, similarly require Defendant to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Defendant failed, and continues to fail, to keep accurate and complete payroll records as required by law, including, but not limited to, the following records: total daily hours worked, applicable rates of pay, time records showing when the Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Defendant failed and continues to fail to keep accurate and complete records showing total hours worked by the Employees and Aggrieved Employees by virtue of Defendant' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Defendant failed and continues to fail to keep accurate and complete records showing total hours worked by virtue of Defendant' failure to relieve the Employees and Aggrieved Employees of all duties and Defendant' control for unpaid meal periods, resulting in unpaid hours worked.

Defendant further failed, and continues to fail, to record the true start and end times of the Employees' and Aggrieved Employees' meal periods.

Defendant further failed and continues to fail, to record the true start and end times of the Employees' and Aggrieved Employees' work shifts.

Additionally, Defendant failed, and continues to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for the Employees and Aggrieved Employees. Defendant's failure to keep "accurate and complete" payroll records for the Employees and Aggrieved Employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee, results in a separate civil penalty.

Violation of Wage Theft Protection Act of 2011

Defendant failed, and continues to fail, to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing to provide the Employees and Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Defendant, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Defendant under Labor Code section 2810.5. Failure to provide such information, including rates of pay that are in effect, has permitted Defendant to pay Aggrieved Employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. The notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees may collect from Defendant in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Defendant failed to provide proper paid sick leave to the Employees and other Aggrieved Employees. Defendant either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to the Employees and other Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including, but not limited to, unpaid meal periods that were restricted to Defendant's premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, goal achievement plan pay, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation. Defendant has therefore failed to provide paid sick leave and the derivative claim of accurate wage statements.

Defendant further failed to provide notice of the correct sick leave amount balance available to the Employees and other Aggrieved Employees on their wage statements or other written statement.

Defendant failed to put Aggrieved Employees on notice of their paid sick leave rights, thereby failing to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Defendant failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees.

Defendant failed to provide notice of sick leave amount balance left for the Employees and other Aggrieved Employees thus affecting their intelligent exercise of their paid sick leave. But for this failure, the Employees, and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, they would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and the Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of the Employees and the Aggrieved Employees.

In violation of Labor Code section 247.5, Defendant failed to maintain records documenting the hours worked and paid sick days accrued and used by the Employees and Aggrieved Employees permitting the presumption that the Employees and these Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Defendant further failed and continues to fail to comply with Labor Code section 246, by failing to provide the Employees and Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Defendant unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of Defendant's failure to properly institute a paid sick leave program.

The Employees allege that these practices were experienced and continue to be experienced by other Aggrieved Employees. The Employees request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick-leave bank as required by California law.

Accordingly, the Employees and other Aggrieved Employees are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. The Employees request all relief pursuant to the aforementioned code provisions, including, but not limited to, Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Defendant violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Defendant violated and continues to violate Labor Code section 216 by failing to pay the Employees and Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay the Employees and Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid.

These violations subject Defendant to civil penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for each Aggrieved Employee so affected, for each pay period during which the statute's provisions were violated.

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

> (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
>
> (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. Defendant failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Defendant's Aggrieved Employees worked in various positions. The nature of the Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Defendant failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Defendant to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee results in a separate civil penalty.

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Defendant willfully and systematically denied the Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Defendant acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Defendant paid the Employees and other Aggrieved Employees lower wages than those to which they were entitled, while purporting that the Employees and all Aggrieved Employees were properly paid. As such, the Employees and Aggrieved Employees are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Defendant had and continues to have a policy and/or practice of failing to allow Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Defendant also paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees and Aggrieved Employees, but Defendant failed to include these in the regular rate of pay from which vacation wages were calculated and paid. Employees and Aggrieved Employees seek to recover penalties pursuant to Labor Code section 227.3.

Defendant further failed to pay Employees and Aggrieved Employees all earned and accrued vacation pay throughout their employment. Accordingly, Employees seek relief available for Employees and Aggrieved Employees because of Defendant's violations of Labor Code section 227.3 under sections 227.3, 269, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2).

Failure to Timely Provide Temporary Workers with Owed Wages

Defendant had and have failed to provide temporary workers with owed wages weekly by not later than the regular payday of the following week, which is a violation of Labor Code section 201.3. As a result, Defendant would be liable for civil penalties pursuant to Labor Code sections 201.3 and 2699(f).

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements
Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Defendant required the Employees and Aggrieved Employees to agree in writing to unlawful conditions of employment including,

but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on Defendant's ability to conduct employee background checks and on how Defendant can use the information they obtain through those background checks. Labor Code section 1024.5 states that Defendant, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, et seq.) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, et seq.) mandate several requirements prior to and following an employee background check, including, but not limited to, identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Defendant ordered unlawful financial credit checks on Aggrieved Employees in violation of Labor Code section 1024.5, and required Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Defendant also required Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, Defendant required the Employees to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Defendant required Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, et seq. and 15 U.S.C. section 1681, et seq., including, but not limited to, by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Defendant violated Labor Code section 432.5.

Defendant also required Aggrieved Employees to agree in writing to provide ongoing consent to Defendant to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Defendant knew that requiring Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees to agree in writing to unlawful provisions as a condition of employment, Defendant violated Labor Code section 432.5.

Unlawful Inquiries into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Defendant asked Aggrieved Employees about arrests not resulting in convictions on their employment application or elsewhere, in violation of California law.

Defendant, in violation of California law, including, but not limited to, the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA"), asked Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application or elsewhere in violation of California law.

By asking about arrests not resulting in convictions, Defendant violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Defendant violated California's Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Defendant violated Labor Code section 432.5 by requiring the Employees and Aggrieved Employees to agree in writing to other unlawful agreements, including, but not limited to, an unlawful waiver of PAGA and/or representative actions, as a condition of employment.

An action pursuant to PAGA "' ...is a representative action on behalf of the state."' It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable.

Defendant required the Employees and Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring the Employees and Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Defendant at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, the Employees and Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

Defendant has prevented the Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Defendant for purposes of competing with Defendant, including, without limitation, preventing the Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Defendant and under what circumstances they might be receptive to an offer from a rival employer. As such, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Defendant would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

Defendant has prevented the Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Defendant to their managers or outside Defendant to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, these policies and/or practices prevent the Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Defendant to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

Defendant has failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Defendant has required or permitted employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Defendant has failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. These failures include, without limitation, failing to disinfect time clocks and other surfaces after use by the Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to the Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between the Employees and/or other Aggrieved Employees.

Defendant violated sections 1527, 3366, 3457, and 8397.4 of Title 8 of the California Code of Regulations by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Unfair Business Practices

Defendant has engaged and continues to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, below, and throughout this letter. This amounts to a violation of Business & Professions Code Section 17200 et seq.

Action for Civil Penalties Under PAGA

In light of the above, the Employees allege that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 210, 226.2, 510, 1182.12, 1185, 1194, 1197, 1197.1, 1198, and 2699(f)(2) by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; Please add all the new sections added on page 3.
2. Labor Code §§ 226.7, 210, 512, 2699(f)(2), and applicable Wage Orders by failing to provide meal periods;
3. Labor Code §§ 226.7, 210, 512, 2699(f)(2), and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code §§ 204 and 210 by failing to pay all earned wages two times per month and failure to timely pay all earned wages;
5. California Labor Code §§ 1174, 1174.5, and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203, 213 and 2699(f)(2) by willfully failing to pay all wages owed at termination;
7. Labor Code §§ 226, 226.3, and 226.4 by failing to provide accurate itemized wage statements;
8. Labor Code §§ 2800, 2802 and 2699(f)(2) by failing to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5, and 2699 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code §§ 1174, 1198, 1199, 558.1, 226.6, 1174.5, and 2699 by failing to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5, 2810.5, 226, 233, and 234 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 and 225.5 for refusal to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 and 2699(f)-(g) for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating and pursuant to Labor Code §§ 1198, 1199, and 2699;
16. Labor Code § 432.5 and 1024.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;

18. Labor Code §§ 98.6, 232, 232.5, 1102.5, 1197.5, and 2699 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Defendant, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories;
20. Labor Code § 432.5 for unlawfully requiring employees to waive PAGA and/or representative actions in writing as a condition of employment;
21. Labor Code §§ 6401, 6402, and 6403 for workplace health and safety violations;
22. Labor Code Sections 2810.5, 558, and 2699 for violation of the Wage Theft Protection Act of 2011;
23. Labor Code §§ 551 and 552 for failure to provide one day's rest in seven;
24. Labor Code §§ 1197, et seq. for equal pay discrimination and related wages; and
25. Violation of Business and Professions Code §§ 17200 et seq. based on the above-referenced Labor Code violations.

Therefore, on behalf of potentially Aggrieved Employees, the Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, any penalties available under Labor Code §§ 98.6, 201-204, 210, 213, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.4, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1024.5, 1670.5, 2699, 2800, 2802, 2810.5, 2926, 2927, and 6401-03.

The address for the Defendant is:

Automobile Club of Southern California
2601 S. Figueroa Street
Los Angeles, CA 90007

You may contact counsel for the Employees at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

Nick Rosenthal

cc: Automobile Club of Southern California (by certified mail)

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

On the below executed date, I served the document(s) described as:

- **Second Amended Class And Paga Representative Action Complaint**,

☒ **by electronic service:** Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused such document(s) to be electronically served from my email address alina@kicklawfirm.com, to the interested parties listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmissions were unsuccessful.

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Attorneys for Defendant
AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 9, 2025.

/s/ Alina Muresan
Alina Muresan

THE KICK LAW FIRM, APC
815 MORAGA DRIVE
LOS ANGELES
CALIFORNIA 90049