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VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Joshua Knudson v. Automotive Recovery Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Joshua Knudson in connection with his claims under the California Labor Code. Mr. Knudson was an employee of AUTOMOTIVE RECOVERY SERVICES, INC.; IAA SERVICES, INC.; and/or INSURANCE AUTO AUCTIONS, INC. For the purpose of this letter, Mr. Knudson collectively refers to these entities as ("IAA").

The employer may be contacted directly at the addresses below:

AUTOMOTIVE RECOVERY SERVICES, INC.
TWO WESTBROOK CORPORATE CENTER
SUITE 500
WESTCHESTER, IL 60154

IAA SERVICES, INC.
TWO WESTBROOK CORPORATE CENTER
STE 500
WESTCHESTER, IL 60154

INSURANCE AUTO AUCTIONS, INC.
TWO WESTBROOK CORPORATE CENTER
SUITE 500
WESTCHESTER, IL 60154

Mr. Knudson intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Knudson seeks relief on behalf of himself, the State of California, and other persons who are or were employed by IAA in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

IAA employed Mr. Knudson as a non-exempt employee from approximately April 2021 to February 2024. Mr. Knudson worked for IAA as a Consumer Support Specialist I. During his employment, Mr. Knudson typically worked eight (8) hours to eleven (11) hours or more per day and five (5) days or more per week. By the end of his employment, Mr. Knudson was compensated approximately

\$18.00 per hour. Mr. Knudson's job duties included, without limitation, responding to and resolving issues from customer service calls.

IAA has committed each of the following Labor Code violations against Mr. Knudson, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

IAA's Company-Wide and Uniform Payroll and HR Practices

AUTOMOTIVE RECOVERY SERVICES, INC. is an Indiana corporation. IAA SERVICES, INC.; and INSURANCE AUTO AUCTIONS, INC. are Illinois corporations. IAA facilitates the marketing and sale of total loss, damaged and low-value vehicles for a full spectrum of sellers, including insurance companies, dealerships, fleet lease and rental car companies, and charitable organizations. Upon information and belief, IAA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Westchester, Illinois, for all non-exempt, hourly paid employees working for IAA in California, including Mr. Knudson and other aggrieved employees. At all relevant times, IAA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Knudson and other aggrieved employees, regardless of their location or position.

Upon information and belief, IAA maintains a centralized Payroll department at its corporate headquarters in Westchester, Illinois, which processes payroll for all non-exempt, hourly paid employees working for IAA in California, including Mr. Knudson and other aggrieved employees. Further, IAA issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Knudson and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, IAA utilized the same methods and formulas when calculating wages due to Mr. Knudson and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Knudson's experience and counsel's review of those records currently available relating to Mr. Knudson's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Knudson reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

IAA willfully failed to pay all overtime wages owed to Mr. Knudson and other aggrieved employees. During the relevant time period, Mr. Knudson and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, IAA had a company-wide policy and/or practice of discouraging and impeding Mr. Knudson and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. In doing so, IAA failed to implement a reliable timekeeping system to track and record Mr. Knudson's and other aggrieved employees' hours worked. IAA's timekeeping software often malfunctioned, had connectivity issues, or would undergo maintenance for long periods of time, which impeded Mr. Knudson and other class members from accurately recording their hours worked. When IAA's timekeeping system malfunctioned, had connectivity issues, or underwent maintenance, IAA's policy and/or practice was to have IAA's management record Mr. Knudson's and other aggrieved employees' hours worked. Upon information and belief, IAA's management often interlineated, altered, falsified, and/or otherwise failed to accurately record Mr. Knudson's and other aggrieved employees' clock-in and clock-out times. Essentially, due to the limitations of the timekeeping system, IAA's management maintained control and/or discretion over employees' clock-in and/or clock-out times. Thus, IAA failed to track time spent working before and after shifts, and Mr. Knudson and other aggrieved employees received no compensation for this time. To the extent IAA's timekeeping policies have taken away time worked that was eligible for overtime, Mr. Knudson and other aggrieved employees have been denied overtime pay for all hours worked.

Because IAA discouraged overtime accrual by, among other things, altering and/or falsifying timesheets, Mr. Knudson and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked. This policy of limiting overtime, coupled with IAA's understaffing and assignment of heavy workloads, including pressure to meet productivity expectations (*see infra*), led Mr. Knudson and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, Mr. Knudson regularly spent 5 minutes to 1.5 hours preparing for calls and/or waiting for his computer to update so that he could begin taking calls, time that IAA's management did not record. As a further example, for about 30 minutes per week, Mr. Knudson sometimes received calls from management after he had clocked out, and had to log back in to his computer to take notes, time for which he was not paid. When Mr. Knudson attempted to record this time spent working, on information and belief, IAA's management would subsequently alter his timesheets and shave off the time spent working after his shift to avoid payment of additional wages to Mr. Knudson. This off-the-clock work could have been recorded by IAA, but it refused to do so to avoid payment of additional wages to Mr. Knudson and other aggrieved employees.

Second, as stated, IAA had, and continues to have, company-wide policies and/or practices of understaffing its worksites while assigning heavy workloads, including pressuring employees to meet deadlines and productivity requirements. IAA's policies and/or practices resulted in a failure to provide Mr. Knudson and other aggrieved employees with adequate meal period coverage, and thus, Mr. Knudson and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. IAA also had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Mr. Knudson and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Knudson regularly missed his meal periods due to the call volume and pressure to meet the expectation of completing 85-100 calls per day. Additionally, Mr. Knudson's

meal periods were sometimes interrupted and/or cut short due to the lack of coverage. Thus, Mr. Knudson and other aggrieved employees missed meal periods and/or had meal periods interrupted in order to complete their assigned workloads and meet productivity expectations. IAA did not compensate Mr. Knudson and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Third, during the relevant time period, on information and belief, IAA implemented a company-wide policy and/or practice of automatically deducting meal periods from Mr. Knudson's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, IAA falsified and deducted meal periods from Mr. Knudson's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted. Alternatively, because IAA frowned upon employees accruing meal period penalties, IAA's managers pressured Mr. Knudson and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that IAA would otherwise owe.

Moreover, IAA's company-wide timekeeping system prevented Mr. Knudson and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Knudson and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, IAA did not record all hours worked during meal periods, and Mr. Knudson and other aggrieved employees performed work during meal periods for which they were not paid.

IAA knew or should have known that as a result of these company-wide practices and/or policies, Mr. Knudson and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Knudson and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Knudson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, IAA did not pay Mr. Knudson and other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, IAA paid Mr. Knudson and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, IAA failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Knudson and other aggrieved employees worked overtime and received these other forms of pay, IAA failed to pay all overtime wages by paying a lower overtime rate than required.

For example, IAA paid Mr. Knudson and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Knudson's and other aggrieved employees' wage statements as "Spot Bonus." During pay periods that Mr. Knudson and other aggrieved employees were paid overtime wages, IAA did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Knudson's and/or other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, IAA paid Mr. Knudson and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. IAA's failure to properly calculate the overtime rates of pay based on all

remuneration paid has resulted in an underpayment of overtime wages to Mr. Knudson and other aggrieved employees on a company-wide basis.

IAA's failure to pay Mr. Knudson and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "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." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

First, as stated above, due to IAA's restrictions on overtime accrual, IAA systematically failed to pay Mr. Knudson and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. As stated, because IAA discouraged and impeded Mr. Knudson and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Mr. Knudson and other aggrieved employees were required to work off-the-clock before and after their scheduled shift start and end times preparing to take calls, waiting for their computer to finish updating, and taking calls from management. As also set forth above, IAA's timekeeping system restricted Mr. Knudson and other aggrieved employees from accurately recording their hours worked due to frequent malfunctions and maintenance outages. Instead, on information and belief, Mr. Knudson and other aggrieved employees were subject to IAA's management altering their time records and/or failing to accurately record their hours worked.

Second, as also stated, due to IAA's policies and/or practices of understaffing its worksites while assigning heavy workloads/productivity expectations, and failing to schedule meal periods and/or failing to adhere to a schedule of meal periods, Mr. Knudson and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods. Moreover, as stated above, on information and belief, IAA implemented a company-wide policy and/or practice of automatically deducting meal periods from Mr. Knudson's and other aggrieved employees' time records, even when meal periods were missed, short, and/or interrupted. Alternatively, as stated, because IAA frowned upon employees accruing meal period penalties, IAA's managers pressured employees to clock out for meal periods, on threat of discipline, so that their time records would reflect compliant meal periods, even when they did not receive a compliant meal period.

Also, as set forth above, during the relevant time period, IAA systematically failed to pay Mr. Knudson and other aggrieved employees for actual hours worked during unpaid meal periods, because IAA's timekeeping system locked out Mr. Knudson and other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, IAA systematically failed to pay Mr. Knudson and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, IAA did not pay minimum wages for all hours worked by Mr. Knudson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, IAA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, IAA regularly failed to pay at least minimum wages to Mr. Knudson and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, IAA had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressure to meet productivity requirements, which has resulted in a lack of meal period coverage and prevented Mr. Knudson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, IAA's company-wide practice of failing to schedule meal periods and/or adhering to a schedule for meal periods further caused Mr. Knudson and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Knudson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, at least 20-30 times, Mr. Knudson missed his meal periods and/or had to take his meal periods late, after having worked in excess of five (5) hours into his shift, due to the call volume and pressure to meet productivity expectations. Additionally, Mr. Knudson's meal periods were sometimes interrupted and/or cut short due to the lack of coverage.

Second, as stated, on information and belief, IAA implemented a company-wide policy and/or practice of automatically deducting meal periods from Mr. Knudson's and other aggrieved employees' time records, instead of allowing employees to clock in and out for meal periods. As a result of this policy, IAA deducted 30 minutes from Mr. Knudson's and other aggrieved employees' time records even when meal periods were missed, short, interrupted, and/or late, instead of allowing employees to clock in and out for meal periods. Alternatively, as stated, because IAA frowned upon

employees accruing meal period penalties, IAA's managers pressured employees to clock out for meal periods to reflect compliant meal periods, upon threat of discipline, even when they did not receive a compliant meal period. For example, Mr. Knudson's supervisors told him to always clock out at a compliant time for meal periods, even when he could not take them at that time, so that IAA could avoid paying a penalty. Thus, IAA systematically failed to correctly record meal periods.

Additionally, as stated, IAA's company-wide timekeeping system prevented Mr. Knudson and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Knudson and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Third, IAA did not provide Mr. Knudson and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. During his employment, Mr. Knudson often worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Knudson and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, IAA had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. IAA took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, IAA's "California Waiver of First Meal Period" and "California Waiver of Second Meal Period" forms require employees to provide advance written notice should they wish to revoke the waiver. IAA's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in advance and in writing, discouraged and impeded Mr. Knudson and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That IAA required Mr. Knudson and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because IAA's obligation to provide Mr. Knudson and other aggrieved employees with meal periods did not arise until IAA had employed them for a full five (5) hours.

At all times mentioned herein, IAA knew or should have known that as a result of its policies, Mr. Knudson and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. IAA further knew or should

have known that it did not pay Mr. Knudson and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, IAA engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Knudson and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that IAA did pay Mr. Knudson and other aggrieved employees premium pay for missed, late, and interrupted meal periods, IAA did not pay Mr. Knudson and other aggrieved employees at the correct rate of pay for premiums because IAA systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, IAA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, IAA regularly failed to authorize and permit Mr. Knudson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, IAA's company-wide practices, including understaffing and assigning heavy workloads, including pressure to meet productivity requirements, prevented Mr. Knudson and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, IAA failed to schedule rest periods and/or adhere to a schedule for rest periods, which, coupled with IAA's failure to provide adequate rest period coverage, further led to Mr. Knudson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, IAA maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Knudson and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Knudson and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability

to use their rest periods freely for their own purposes, such as running personal errands. Thus, IAA maintained control over Mr. Knudson and other aggrieved employees during rest periods.

As a result of IAA's practices and policies, Mr. Knudson and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Knudson regularly had to forgo most or all of his rest periods in a given week due to the heavy workload and lack of coverage.

IAA has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Knudson and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that IAA did pay Mr. Knudson and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, IAA did not pay Mr. Knudson and other aggrieved employees at the correct rate of pay for premiums because IAA failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, IAA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. IAA has not provided Mr. Knudson and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, IAA has knowingly and intentionally provided Mr. Knudson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, IAA issued uniform wage statements to Mr. Knudson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, IAA violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because IAA did not accurately record the time Mr. Knudson and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), IAA did not list the correct amount of gross wages and net wages earned by Mr. Knudson and other aggrieved employees, in

compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, IAA failed to accurately list the total number of the hours worked by Mr. Knudson and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Also, because IAA did not calculate Mr. Knudson's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, IAA did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). IAA also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

Further, and separate from these violations, IAA issued uniform wage statements to Mr. Knudson and other aggrieved employees that failed to list the correct address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, IAA systematically, and on a company-wide basis, issued wage statements to Mr. Knudson and Subclass members that fail to list the employing entity's correct address. Mr. Knudson's and other aggrieved employees' wage statements incorrectly list the employer's address as "TWO WESTBROOK CORPORATE CENTER, 10TH FLOOR, WESTCHESTER, IL 60154" but, according to the California Secretary of State's website, the correct address is "TWO WESTBROOK CORPORATE CENTER, **SUITE 500**, WESTCHESTER, IL 60154" (emphasis added).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), IAA willfully failed to maintain accurate payroll records for Mr. Knudson and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for

longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. As stated, IAA engaged in company-wide practices and/or policies of falsifying Mr. Knudson’s and Subclass members’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Knudson and other aggrieved employees, in violation of section 1198. Furthermore, in light of IAA’s failure to provide Mr. Knudson and other aggrieved employees with second 30-minute meal periods to which they were entitled, IAA kept no records of meal start and end times for second meal periods.

Because IAA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Knudson and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Knudson and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, IAA failed to pay Mr. Knudson and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 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.

On information and belief, IAA has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, IAA terminated Mr. Knudson on or about February 16, 2024; however, IAA did not provide Mr. Knudson with his final wages until on or about February 20, 2024. Thus, IAA failed to pay Mr. Knudson his final wages immediately, in violation of California Labor Code section 201.

Additionally, IAA willfully failed to pay Mr. Knudson and other aggrieved employees who are no longer employed by IAA the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving IAA's employ.

Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, IAA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because IAA failed to pay Mr. Knudson and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day's work.

IAA had a company-wide practice of sending Mr. Knudson and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Knudson and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work an eight (8) hour shift, IAA's managers sent Mr. Knudson home about two (2) hours after the start of his shift. Although Mr. Knudson and other aggrieved employees reported to work based on the schedule that IAA provided to them, IAA would

send them home before they had worked at least half of their scheduled shifts. When this occurred, IAA did not pay Mr. Knudson and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Mr. Knudson and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 15 – Failure to Maintain Work Temperature Providing Reasonable Comfort

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, sections 11040(15)(A) and (B) provide that “[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.” California law requires an employer to endeavor to provide a safe and healthy workplace (Cal. Code Regs. tit. 8, § 3203).

Upon information and belief, IAA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(15), because IAA failed to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and failed to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort.

During the relevant time period, Mr. Knudson and other aggrieved employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82 degrees Fahrenheit. IAA failed to provide Mr. Knudson and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by providing adequate air conditioning, in violation of California Labor Code section 1198 and IWC Wage Order 4-2001, subdivision 15. For example, Mr. Knudson and other aggrieved employees who were present in IAA's offices were not provided sufficient air conditioning or fans, and would be required to work indoors at 82 degrees Fahrenheit or more. Accordingly, IAA failed to maintain, in its work areas, a temperature providing reasonable comfort for its employees, Mr. Knudson and other aggrieved employees, in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(15).

Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, IAA, on a company-wide basis, required that Mr. Knudson and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, managers contacted Mr. Knudson on his personal mobile device to discuss work-related matters. Further, Mr. Knudson and other aggrieved employees used their personal cellular phones as WiFi hotspots when the internet in IAA's office was down so they could continue to perform their work duties. Although IAA required Mr. Knudson and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, IAA failed to reimburse them for this cost.

IAA could have provided Mr. Knudson and other aggrieved employees with company mobile devices, or, IAA could have reimbursed employees for the costs of their mobile device usage. Instead, IAA passed these operating costs off onto Mr. Knudson and other aggrieved employees. At all relevant times, Mr. Knudson did not earn at least two (2) times the minimum wage.

Thus, IAA had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Knudson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” IAA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Knudson's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Knudson seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Knudson, acting in the public interest as a private attorney general, seeks assessment and collection

of civil penalties for himself, all other aggrieved employees, and the State of California against IAA for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Knudson seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: AUTOMOTIVE RECOVERY SERVICES, INC. (via U.S. Certified Mail); IAA SERVICES, INC. (via U.S. Certified Mail); INSURANCE AUTO AUCTIONS, INC. (via U.S. Certified Mail)

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TWO WESTBROOK CORPORATE
CENTER STE 500
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