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Attorney for Plaintiff ALDEAN PARSLEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

ALDEAN PARSLEY, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

SIXT RENT A CAR, LLC, a California
corporation, and DOES 1-50, inclusive,

Defendants.

) Case No. 22STCV05222

)
) *Assigned for All Purposes to Judge David S.*
) *Cunningham, Dept. 11*

)
) **SUPPLEMENTAL DECLARATION OF**
) **ARMOND M. JACKSON IN SUPPORT**
) **PLAINTIFF'S UNOPPOSED**
) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES IN SUPPORT OF**
) **PLAINTIFFS' MOTION FOR ORDER**
) **APPROVING SETTLEMENT UNDER**
) **CALIFORNIA LABOR CODE SECTION**
) **2699 ET SEQ.**

) **Hearing Date:** February 24, 2025

) **Hearing Time:** 9:30 a.m.

) **Department:** 11

)
) **Case filed:** February 10, 2022

) **Trial date:** TBD

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 1. I am the attorney of record for Plaintiff who filed the above-captioned case against
3 and Sixt Rent A Car, LLC (referred to herein as “Defendant”). I am licensed and admitted to
4 practice law in all state courts of California. This declaration is submitted in response to the
5 guidance from this Court at the February 11, 2025 hearing. The parties entered into an Amendment
6 to PAGA Settlement Agreement. Attached hereto as **Exhibit A** is a true and correct copy of the
7 Amendment to PAGA Settlement Agreement. The two issues identified by the court related to the
8 scope of release and the discounting of the meal break claims.

9
10 **Issue No. 1 - Scope of “Release by Aggrieved Employees”**

11 2. The Parties added the below language in bold and underlined to resolve the Court’s
12 concerns and refine the scope of release to the individual’s PAGA claims only.

13 **Original Section 5.2:**

14
15 **Release by Aggrieved Employees:**

16 All Aggrieved Employees are deemed to release, on behalf of themselves and their
17 respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from all claims for
19 PAGA penalties that were alleged, or reasonably could have been alleged, based on
20 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

21 **Amendment to Section 5.2:**

22 **Release by Aggrieved Employees:**

23 All Aggrieved Employees are deemed to release, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, and administrators,
25 the Released Parties from all claims for PAGA penalties that were alleged, or
26 reasonably could have been alleged, based on the PAGA Period facts stated in the
27 Operative Complaint and the PAGA Notice. **Except for their own claims for**
28 **PAGA penalties as described above, Aggrieved Employees do not release any**
 other non-PAGA claims whatsoever, nor do they release any claims for PAGA
 penalties based on facts occurring outside the PAGA Period.

Issue No. 2 – Evaluation

3. The general theory of the applied discounts was based upon the lack of documentation to prove all claims, including the meal breaks as well as their being arbitration agreements that could potentially preclude any and all claims on a PAGA basis. To obtain any relief, Plaintiff would have to prevail on the merits of the underlying claims and weaknesses there, as elaborated in my prior declaration, would limit recovery under PAGA. Moreover, the trial court has discretion in reducing the civil penalty “amount based on facts and circumstances of a particular case, to do otherwise, would result in an award that is unjust, arbitrary or oppressive, or confiscatory.” Cal. Lab. Code Sec. 2699(e)(2). The applied risk of discounts on the merits was 50% as there is general expectation of a 50% chance of success. As for the risk relating to the impact of the arbitration agreements and judicial discretion based upon the facts and circumstances of the case amount to 75% as these discounts were applied to each of the claims. Moreover, given a penalty applies per pay period even if there is only one violation on any given shift during that pay period that could amount anywhere between less than \$1- or one-hour worth of work, the penalty would still be \$100 as PAGA does not account for actual violation rates. Given these significant risks, these discounts were applied to account for the realistic settlement evaluation given all of the challenges and risks of prevailing.

Given the challenges and risks, I can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of the LWDA in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendants.

I declare under penalty of perjury and under the laws of the State of California that the foregoing statements are true and correct and stated of my own personal knowledge. I have signed this declaration on February 20, 2025, in Irvine, California.

/s/ Armond M. Jackson
Armond M. Jackson

EXHIBIT A

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16

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE
19

20 ALDEAN PARSLEY, as an individual and on
behalf of other similarly situated employees,

21 Plaintiff,
22

23 vs.

24 SIXT RENT A CAR, LLC, a California
corporation, and DOES 1-50, inclusive,

25 Defendants.
26
27
28

Case No. 22STCV05222

[Assigned for all Purposes to Hon. David S.
Cunningham, Dept. 11]

**AMENDMENT TO PAGA SETTLEMENT
AGREEMENT**

Action Filed: February 10, 2022
FAC Filed: August 15, 2022
Trial Date: None Set

1 **AMENDMENT TO PAGA SETTLEMENT AGREEMENT**

2 This Amendment (the “Amendment”) to PAGA Settlement Agreement (the “Agreement”)
3 is made by and between Plaintiff Aldean Parsley (“Plaintiff”) and Defendant Sixt Rent A Car,
4 LLC (“Defendant”). The Agreement and this Amendment thereto refer to Plaintiff and Defendant
5 collectively as the “Parties,” or individually as a “Party.”

6 **RECITALS**

7 A. WHEREAS, in June 2024, the Parties entered into the Agreement.

8 B. WHEREAS, Paragraph 5.2 of the Agreement states:

9 Release by Aggrieved Employees:

10 All Aggrieved Employees are deemed to release, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, the Released Parties from all claims for
13 PAGA penalties that were alleged, or reasonably could have been alleged, based on
14 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

15 C. WHEREAS, Paragraph 10.7 of the Agreement states:

16 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all
18 Parties or their representatives, and approved by the Court.

19 D. WHEREAS, Paragraph 10.3 of the Agreement states:

20 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
21 and represent that they are authorized by Plaintiff and Defendant, respectively, to
22 take all appropriate action required or permitted to be taken by such Parties
23 pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents reasonably required to effectuate the terms of this Agreement including
25 any amendments to this Agreement.

26 E. WHEREAS, the Parties now wish to amend the Agreement solely to alter the
27 language of the “Release by Aggrieved Employees” provision set forth in Paragraph 5.2.

28 NOW THEREFORE, based on the foregoing Recitals, the Parties, by and through their
respective undersigned attorneys of record, agree that Paragraph 5.2 of the Agreement is hereby
amended in the manner indicated as follows:

///

1 **AMENDMENT TO THE AGREEMENT**

2 1. Paragraph 5.2 of the Agreement is hereby amended and replaced to read as follows:

3 Release by Aggrieved Employees:

4 All Aggrieved Employees are deemed to release, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, and administrators,
6 the Released Parties from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the PAGA Period facts stated in the
8 Operative Complaint and the PAGA Notice. Except for their own claims for PAGA
9 penalties as described above, Aggrieved Employees do not release any other non-
PAGA claims whatsoever, nor do they release any claims for PAGA penalties
based on facts occurring outside the PAGA Period.

10 Dated: February 11, 2025

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson

13 By: /s/ Armond M. Jackson

14 Armond M. Jackson
15 Attorneys for Plaintiff
ALDEAN PARSLEY

17 Dated: February 11, 2025

O'HAGAN MEYER LLP
Katherine C. Den Bleyker
William B. Richards, Jr.
Joana M. Brooker

20 By: /s/ William B. Richards, Jr.

21 William B. Richards, Jr.
22 Attorneys for Defendant
SIXT RENT A CAR, LLC