

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez, SBN 295924
afernandez@jacksonapc.com
JACKSON LAW, APC
2 Venture Parkway, Ste. 400 Irvine,
California 92618
Phone (949) 281-6857
Fax (949) 777-6218

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*

) **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.**

)
) *[Concurrently filed with Notice of Motion;*
) *PAGA Motion; and Proposed Order]*

) **Hearing Date:** February 11, 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 support of Plaintiff’s
5 Unopposed memorandum of Points and Authorities in Support of Plaintiff’s Motion for Order
6 Approving Settlement Under California Labor Code section 2699 et seq. (“PAGA Motion”), filed
7 concurrently herewith. The parties entered into a settlement agreement. Attached hereto as **Exhibit**
8 **A** is a true and correct copy of the settlement agreement.

9 2. Pursuant to California Labor Code Section 2699(1)(2). I submitted the Plaintiff’s
10 Memorandum of Points and Authorities in Support of Plaintiff’s Motion for Order Approving
11 Settlement Under California Labor Code Section 2699 et seq. and a copy of the parties’ settlement
12 agreement to the California Labor and Workforce Development Agency (“LWDA”).

13 3. Plaintiff filed a civil action entitled *Parsley v. Sixt Rent A Car, LLC.*, filed in Los
14 Angeles Superior Court Case 22STCV05222 (hereinafter referred to as “the Action”). During each
15 phase of discovery, Plaintiff’s counsel engaged in detailed case analysis based on the information
16 revealed. Calculations were performed, as well as an analysis of the risks and rewards of continued
17 litigation. As part of the discovery process, Plaintiff performed an investigation in which it was
18 determined that a total of approximately 422 aggrieved employees which included 237 former
19 employees were subjected to purported Labor Code violations at Defendant. Plaintiff served its
20 Private Attorney General Act notice. Defendant produced a 20% sampling of payroll data, its wage
21 and hour policies. This information allowed Plaintiff to evaluate the claims in preparation for
22 mediation. The parties engaged in a full day mediation on March 19, 2024 with David Rottman that
23 ultimately resulted in a settlement through a mediator’s proposal. Thereafter, the parties executed a
24 long form settlement agreement.

25 4. By engaging in an investigation and evaluation of Plaintiff’s claims, I can opine that
26 the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair,
27 reasonable, an adequate, and is in the best interests of the LWDA in light of all known facts and
28

1 circumstances, including the risk of significant delay and uncertainty associated with litigation, and
2 various defenses asserted by Defendants.

3 **a. Labor Code Violations**

4 In this case, the core basis to support Plaintiff's PAGA claims were based upon meal break,
5 rest break, failure to pay claims, failure to reimburse claims, and minimum wage and overtime
6 wages for working off-the-clock and failure to reimburse for business expenses. After analyzing the
7 discovery, it was confirmed that approximately 422 aggrieved employees worked during the PAGA
8 period. It was also determined there was approximately 11,760 pay periods during the relevant time
9 period.

10 **b. Meal Break Violations**

11 The maximum exposure amounted to \$1,176,000 based upon proving one meal break
12 violation per pay period for each aggrieved employee (11,760 pay periods * \$100 per violation)
13 pay periods during the relevant time period. There is a 50% chance of success on these claims with
14 a merits base adjustment to \$588,000. A further 75% discount given the court's discretion on
15 reducing penalties and overcoming the risks of *Viking River* given the arbitration agreement in this
16 case equating to a risk adjusted discount to \$147,000.

17 **c. Rest Break Violations**

18 The maximum exposure amounted to \$1,176,000 based upon proving one rest break
19 violation per pay period for each aggrieved employee (11,760 pay periods * \$100 per violation)
20 pay periods during the relevant time period. There is a 50% chance of success on these claims with
21 a merits base adjustment to \$588,000. A further 75% discount given the court's discretion on
22 reducing penalties and overcoming the risks of *Viking River* given the arbitration agreement in this
23 case equating to a risk adjusted discount to \$147,000.

24 **d. Overtime Wage Violations**

25 The maximum exposure amounted to \$1,176,000 based upon proving one overtime
26 violation per pay period for each aggrieved employee (11,760 pay periods * \$100 per violation)
27 pay periods during the relevant time period. There is a 50% chance of success on these claims with
28 a merits base adjustment to \$588,000. A further 75% discount given the court's discretion on

1 reducing penalties and overcoming the risks of *Viking River* given the arbitration agreement in this
2 case equating to a risk adjusted discount to \$147,000.

3 The minimum wage allegations were valued at \$0 given the regular rate of pay theory did
4 not apply to the minimum wage claims nor was there any alternative theory to support minimum
5 wage violations.

6 **e. Unlawful Receipt of Wage Violations**

7 The maximum exposure amounted to \$1,176,000 based upon proving one unlawful receipt
8 of wage violation per pay period for each aggrieved employee (11,760 pay periods * \$100 per
9 violation) pay periods during the relevant time period. There is a 50% chance of success on these
10 claims with a merits base adjustment to \$588,000. A further 75% discount given the court's
11 discretion on reducing penalties and overcoming the risks of *Viking River* given the arbitration
12 agreement in this case equating to a risk adjusted discount to \$147,000.

13 **f. Untimely Payment of Wage Violations**

14 The maximum exposure amounted to \$1,176,000 based upon proving one untimely
15 payment of wage violation per pay period for each aggrieved employee (11,760 pay periods * \$100
16 per violation) pay periods during the relevant time period. There is a 50% chance of success on
17 these claims with a merits base adjustment to \$588,000. A further 75% discount given the court's
18 discretion on reducing penalties and overcoming the risks of *Viking River* given the arbitration
19 agreement in this case equating to a risk adjusted discount to \$147,000.

20 **g. Wage Statements**

21 The maximum exposure amounted to \$1,176,000 based upon proving one meal break, rest
22 break or wage violation per pay period for each aggrieved employee (11,760 pay periods * \$100
23 per violation) pay periods during the relevant time period. There is a 50% chance of success on
24 these claims with a merits base adjustment to \$588,000. A further 75% discount given the court's
25 discretion on reducing penalties and overcoming the risks of *Viking River* given the arbitration
26 agreement in this case equating to a risk adjusted discount to \$147,000.

27
28 **h. 203 Penalty Violations**

1 This penalty claim is based upon purported failure to pay correct hourly rates for overtime
2 and meal and rest break premiums. It was estimated that 237 employees were terminated, laid off,
3 or resigned whom were subjected to Labor Code violations equating to \$23,700 in penalties (237 *
4 \$100). There is a 50% chance of success on these claims with a merits base adjustment to \$11,850.
5 A further 75% discount given the court's discretion on reducing penalties and overcoming the risks
6 of *Viking River* given the arbitration agreement in this case equating to a risk adjusted discount to
7 \$2,962.50.

8 **i. 2802 Penalty Violations**

9 The maximum exposure amounted to \$1,176,000 based upon proving one unreimbursed
10 business expense violation per pay period for each aggrieved employee (11,760 pay periods * \$100
11 per violation) pay periods during the relevant time period. There is a 50% chance of success on
12 these claims with a merits base adjustment to \$588,000. A further 75% discount given the court's
13 discretion on reducing penalties and overcoming the risks of *Viking River* given the arbitration
14 agreement in this case equating to a risk adjusted discount to \$147,000.

15 5. Total exposure amounts to \$1,031,962.50. Here, the settlement amount is 34% of the
16 realistic exposure while incorporating risks. If the Court grants Plaintiff's motion, the State and the
17 aggrieved employees will share approximately \$211,848.18 which is a substantial sum given the
18 narrow release and extent of Labor Code violations.

19 6. I have been a California licensed attorney since November 2011. I began my career
20 in law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
21 Resolution Corporation ("PLDRC") handling employment related litigation matters. While
22 clerking for PLDRC I analyzed and organized discovery documents and researched employment
23 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
24 worked as an associate attorney at Pedersen McQueen between March 2013 through January 2017
25 almost exclusively engaging in employment matters representing employees. I have litigated
26 several wage and hour case to trial and currently litigating or have litigated cases valued in the six
27 and seven figure dollar range, including representative actions. I had primary responsibility for
28 approximately 20 litigation matters on average throughout my employment at PLDRC and

1 Pedersen McQueen and Pedersen Law. I regularly practice in state court and sometimes federal
2 court. As an associate, my responsibilities included carrying primary case responsibility which
3 includes tasks like taking depositions, conducting damages analysis, analyzing discovery
4 documents, conducting client intake, developing discovery and litigation strategies, participating in
5 mediations and arbitrations, engaging in settlement negotiations, trial preparation and trial work, as
6 well as other responsibilities that commonly coincide with managing cases from start to finish. I
7 have been a member of local bar associations, including the Orange County Bar Association, as
8 well as the State Bar of California and American Bar Association and served in a number of
9 leadership roles at all levels. Most notably, I served as a Committee Member of the Orange County
10 Bar Association Young Lawyers' Education Committee and Social Committee.

11 7. In January 2017, I officially stated my own practice Jackson Law, APC. Throughout
12 my career, I have litigated or currently litigating approximately over 100 wage and hour Private
13 Attorney General Act cases and/or class action cases. I have litigated approximately over 200
14 employment cases, including wage and hour cases. I was also a member of the California
15 Employment Law Association ("CELA") and argued before the Ninth Circuit and responsible for a
16 published opinion. Based upon my experience, I believe the benefit conferred by the proposed
17 Settlement is eminently fair and reasonable, and is in the best interests of the State of California
18 and the PAGA Representative Group Members because (1) of the monetary benefits provided to
19 the State such as (payroll taxes, income taxes etc.) for an ongoing business, (2) benefit to the
20 PAGA Representative Group as Defendant changed its practices that appears to advise the
21 employees of their rights enabling them to take their rest breaks and meal breaks as well as retain
22 their jobs and receive some monies for penalties they would not have received but for this lawsuit;
23 and (3) the risk, delay, and uncertainty of continued litigation on Plaintiff and Plaintiff's counsel.

24 8. To date, costs are approximately \$18,444.52. Attached hereto as **Exhibit B** is a true
25 and correct copy of Plaintiff's costs spreadsheet maintained by Jackson Law, APC's law firm
26 practice management software.

27 **Attorneys' Fees**

28 9. To date, attorneys' fees are approximately \$111,134. Attached hereto as **Exhibit C**

1 is a true and correct copy of Plaintiff's attorneys' fees spreadsheet maintained by Jackson Law,
2 APC's law firm practice management software.

3 10. Attached hereto as **Exhibit D** is a true and correct copy of the January 24, 2022,
4 letter pursuant to the California Private Attorney General Act.

5 11. Attached hereto as **Exhibit E** is a true and correct copy of the Laffey Matrix.

6 12. Below is a non-exhaustive list of prior wage and hour representative actions on
7 which I have served as lead or co-counsel.

8 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

9 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
10 Case No. 37-2017-00003415-CU-OE-CTL

11 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
12 WT-CLT

13 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case
14 No. 30-2017-00899277-CU-OE-CXC

15 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior Court,
16 Case No. BC697241

17 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
18 Case No. CIVDS1610431

19 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court, Case
20 No. 30-2017-00899290-CU-OE-CXC

21 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case
22 No. 30-2016-00895669-CU-OE-CXC

23 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
24 BC609306

25 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
26 Superior Court, Case No. BC691018

27 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
28 Case No. BC715217

- 1 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No. 30-
2 2016-00854699-CU-OE-CXC
- 3 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
4 Case No. 30-2018-00989673-CU-OE-CXC
- 5 14. *Abarca v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case No.
6 30-2016-00840385-CU-OE-CJC
- 7 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
8 Case No. 30-2018-00978231-CU-WT-CJC
- 9 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court, Case
10 No. 30-2017-00900653-CU-OE-CJC
- 11 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
12 Case No. BC635918
- 13 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
14 Court, Case No. BC674131
- 15 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court, Case
16 No. 30-2016-00840321-CU-OE-CJC
- 17 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
18 BC617880
- 19 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case No.
20 30-2016-00840386-CU-OE-CJC
- 21 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-
22 2015-00795449-CU-OE-CJC
- 23 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
24 Case No. 30-2018-00979111-CU-OE-CXC
- 25 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
26 30-2017-00900648-CU-OE-CXC
- 27 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case No.
28 8:19-cv-00564

- 1 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior Court,
2 Case No. 30-2017-00926015-CU-OE-CXC
- 3 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
4 Case No. 30-2016-00877489-CU-OE-CXC
- 5 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
6 Case No. 30-2018-00978815-CU-OE-CXC
- 7 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
8 BC653817
- 9 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
10 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 11 31. *Santiseban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
12 Case No. 30-2017-00904202-CU-OE-CXC
- 13 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
14 Case No. 30-2018-00966582-CU-WT-CXC
- 15 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 16 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
17 Case No. BC710735
- 18 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
19 Case No. 30-2015-00795457-CU-OE-CJC
- 20 36. *Juarez v. Arakelian Enterprises, Inc.*, et al, Los Angeles Superior Court,
21 Case No. BC710736
- 22 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
23 Case No. 30-2018-00981299-CU-OE-CXC
- 24 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
25 Case No. BC722778
- 26 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case No.
27 30-2018-00982745-CU-OE-CXC
- 28 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,

Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,

Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,

Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
OE-CJC

44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,

Case No. BC646999

13. The other attorneys and staff whom worked on this matter are comprised of Andrea Fernandez- Jackson whom is an 8-year California licensed attorney with a billable rate of \$515 per hour which should be considered reasonable. Another attorney at my office Anthony Filer Jr. also worked on this smatter whom is a 2-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which should be considered reasonable.

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 November 12, 2024, in Irvine, California.

/s/ Armond M. Jackson
Armond M. Jackson

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Aldean Parsley (“Plaintiff”) and defendant Sixt Rent A Car, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Aldean Parsley v. Sixt Rent A Car, LLC* initiated on February 10, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means O’Hagan Meyer LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$352,800.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties, allocated 25% to the Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA as the LWDA PAGA Payment.
- 1.16. "PAGA Counsel" means Armond M. Jackson, Andrea Fernandez-Jackson, and Anthony S. Filer Jr. of Jackson APC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was employed by Defendant in California as an hourly, non-exempt employee during the PAGA Period. PAGA Pay Periods may be based on either: (1) pay periods during at least one shift was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.
- 1.19. "PAGA Period" means the period from January 24, 2021 through May 18, 2024.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's PAGA Notice letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23. "Plaintiff" means Aldean Parsley, the named plaintiff in the Action.
- 1.24. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendant and its former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendant” means named Defendant Sixt Rent A Car, LLC.

2. RECITALS.

- 2.1. On February 10, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for: (1) failure to pay minimum and overtime wages; (2) failure to timely pay wages during employment; (3) unlawful collection/receipt of wages; (4) failure to provide compliant meal periods; (5) failure to provide compliant rest periods; (6) failure to provide accurate itemized wage statements and maintain accurate timekeeping/payroll records; (7) failure to timely pay final wages upon termination of employment; (8) failure to reimburse necessary expenses incurred; and (9) unlawful/unfair business practices. On August 15, 2022, Plaintiff filed a First Amended Complaint alleging a single cause of action against Defendant for violation of PAGA (and removing all non-PAGA individual and class claims), seeking PAGA civil penalties, on behalf of himself and all other aggrieved current and former similarly situated employees of Defendant in California, predicated on allegations that Defendant failed to pay minimum, regular, and overtime wages; unlawfully collected/received wages; failed to timely pay wages during employment; failed to provide compliant meal periods or premium pay in lieu thereof; failed to provide compliant rest periods or premium pay in lieu thereof; failed to provide accurate itemized wage statements; failed to maintain accurate timekeeping and payroll records; failed to reimburse necessary expenses incurred; and failed to timely pay final wages upon separation of employment. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). On September 2, 2022, Plaintiff’s counsel filed the requisite declaration in support of dismissal of the class claims, without prejudice, as ordered by the Court. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on January 24, 2022.
- 2.3. On October 7, 2022, Defendant filed a motion to compel arbitration of Plaintiff’s individual (non-representative) PAGA claim and stay the Action. On November 29, 2022, the Court ordered Plaintiff’s individual PAGA claim to arbitration and stayed the

Action in its entirety. On November 17, 2022, Plaintiff submitted his individual PAGA claim to arbitration with JAMS.

- 2.4. On March 19, 2024, the Parties participated in an all-day mediation presided over by experienced employment law mediator Steven Rottman, Esq., which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, relevant information and documents, including, *inter alia*: (1) Plaintiff's personnel files and timekeeping/payroll records; (2) employee handbooks and written employment policies in effect during the PAGA Period; (3) a representative randomized sampling of corresponding time and pay records for 20% of Aggrieved Employees; (4) PAGA group composition data points, including, for both current and formerly-employed Aggrieved Employees between the start of the PAGA Period (January 24, 2021) and the date of mediation (March 19, 2024), total numbers of Aggrieved Employees, workweeks, and pay periods; and (5) information about meal periods, premiums, and other matters.
- 2.6. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, except for the JAMS Arbitration that Plaintiff's individual non-representative PAGA claim was submitted to. Plaintiff's individual PAGA claim (but not non-PAGA individual claims) in the JAMS Arbitration shall be released and extinguished as part of this Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$352,800.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$117,588.24 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net

Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: After making the above deductions from the Gross Settlement Amount in amounts approved by the Court for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, the remainder ("Net Settlement Amount") shall be paid as PAGA Penalties, which is currently estimated to be \$200,211.76, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
 - 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 422 Aggrieved Employees who worked a total of approximately 11,760 PAGA Pay Periods (between the start of the PAGA Period on January 24, 2021 and the date of mediation on March 19, 2024).
- 4.2. Aggrieved Employee Data. Not later than 30 days after the Court grants Approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this

Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims for PAGA penalties, including, but not limited to, all PAGA claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. This Agreement does not impact or affect the FEHA Action styled as *Aldean Parsley v. Sixt Rent A Car, LLC*, filed in the Superior Court of California, County of Los Angeles (Case No.: 22STCV11219), or the non-PAGA individual claims in the Individual Arbitration with JAMS (JAMS Case No. 1220073744), which are subject to a separate settlement agreement that is contingent upon court approval of the instant PAGA Settlement.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2. Release by Aggrieved Employees:

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

5.3. Release by PAGA Counsel:

PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, except for the JAMS arbitration that Plaintiff's individual non-representative PAGA claim was submitted to (Plaintiff's individual PAGA claim in the JAMS arbitration shall be released and extinguished as part of this Settlement).
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting

and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 422 Aggrieved Employees who worked a total of approximately 11,760 Pay Periods (between the start of the PAGA Period on January 24, 2021 and the date of mediation on March 19, 2024). If the number of Pay Periods worked by the Aggrieved Employees is greater than 10% above that estimated by Defendant, or 12,936 Pay Periods worked, then Plaintiff shall have the right to request a pro-rata increase in the Gross Settlement Amount equal to the percentage increase in Pay Periods above 12,936 (i.e., if the total Pay Periods increases by 12%, then a 2% increase to the Gross Settlement Amount).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not

include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses.
- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will

exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 10.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF:

ALDEAN PARSLEY

Dated: _____

Aldean Parsley
Plaintiff

DEFENDANT:

SIXT RENT A CAR, LLC

Dated: 6/4/2024

DocuSigned by:

Thomas Kennedy

A27752D3B6E342A...

By: Thomas Kennedy

Thomas Kennedy

Title: President and CEO

APPROVED AS TO FORM BY COUNSEL

PAGA COUNSEL:

JACKSON APC

Dated: _____

Armond M. Jackson
Attorneys for Plaintiff

DEFENSE COUNSEL:

O'HAGAN MEYER LLP

K. Den Bleyker

Dated: June 4, 2024

Katherine C. Den Bleyker
Attorneys for Defendant

exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 10.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF:

ALDEAN PARSLEY

Dated: 06/14/2024



Aldean Parsley
Plaintiff

DEFENDANT:

SIXT RENT A CAR, LLC

Dated: _____

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

PAGA COUNSEL:

JACKSON APC

Dated: _____



Armond M. Jackson
Attorneys for Plaintiff

DEFENSE COUNSEL:

O'HAGAN MEYER LLP

Dated: _____

Katherine C. Den Bleyker
Attorneys for Defendant

EXHIBIT B

INVOICE

Company Logo

Jackson APC,

BILL TO

Aldean Parsley

Invoice Number: 668
Invoice Date: 10/24/2024
Terms: 30

Due Date: **11/23/2024**
Amount Due: **\$18,444.52**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
10/28/21	Mailed out: Personnel Rec			3	0.73	1	2.19
01/24/22	LWDA PAGA Payment			1	75.00	1	75.00
01/24/22	Certified Mail Receipt			2	5.11	1	10.22
02/10/22	One Legal Invoice_13511595			1	1,451.20	1	1,451.20
04/04/22	Janney and Janney Invoice 5709083			1	77.00	1	77.00
04/12/22	Mail Out: Request to Continue ISC			1	0.73	1	0.73
04/13/22	One Legal Invoice_13648062			1	12.50	1	12.50
04/14/22	One Legal Invoice_13651666			1	36.70	1	36.70
04/20/22	Mail Out: Request to Continue ISC.			1	0.73	1	0.73

06/07/22	One Legal Invoice 13768561	1	16.70	1	16.70
07/07/22	One Legal Invoice_13834115	1	16.70	1	16.70
08/16/22	One Legal Invoice 13923383	1	16.70	1	16.70
08/17/22	One Legal Invoice 13927695	1	16.70	1	16.70
08/25/22	One Legal Invoice_13950950	1	16.70	1	16.70
09/02/22	One Legal Invoice 13970189	1	16.70	1	16.70
11/14/22	One Legal Invoice_14131479	1	12.50	1	12.50
11/16/22	One Legal Invoice_14138242	1	16.70	1	16.70
11/23/22	One Legal Invoice 14155086	1	16.70	1	16.70
02/21/23	One Legal Invoice 14349779	1	17.15	1	17.15
08/22/23	One Legal Invoice 14815823	1	17.15	1	17.15
09/08/23	Steve Rottman Mediation Fee INVOICE # 4908	1	14,000.00	1	14,000.00
11/06/23	One Legal Invoice 15024005	1	17.15	1	17.15
03/19/24	Steve Rottman Invoice 4908	1	2,500.00	1	2,500.00
10/23/24	One Legal Invoice 16033079	1	20.70	1	20.70
10/24/24	Motion Filing Fee	1	60.00	1	60.00
					\$18,444.52

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$18,444.52
Amount Paid:	(\$0.00)
Amount Due:	\$18,444.52

EXHIBIT C

INVOICE

Company Logo

Jackson APC,

BILL TO

Aldean Parsley

Invoice Number: 669

Invoice Date: 10/24/2024

Terms: 30

Due Date: **11/23/2024**

Amount Due: **\$111,134.00**

Invoice Start Date:

Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
12/17/21	Telephone conference with the client regarding claims.	Armond Jackson			725.00	2.50	1,812.50
12/20/21	Follow-up with client re: telephone call with client re: worksite, related entities and prior claims.	Armond Jackson			725.00	0.80	580.00
12/21/21	Reviewed personnel file production.	Armond Jackson			725.00	3.90	2,827.50
12/22/21	Analyzed regarding next steps.	Armond Jackson			725.00	0.70	507.50
12/29/21	Drafted chronology for document production and personnel records responses.	Armond Jackson			725.00	3.90	2,827.50
01/04/22	Researched public records regarding overlapping officers in Defendant entities with regard to single enterprises.	Armond Jackson			725.00	3.10	2,247.50
01/05/22	Began drafting Class Complaint	Anthony Filer			250.00	0.70	175.00

01/05/22	Reviewed client intake began drafting PAGA letter	Anthony Filer	250.00	0.70	175.00
01/06/22	Reviewed redline changes to Class Complaint	Anthony Filer	250.00	0.40	100.00
01/06/22	Researched law surrounding related entities, corporate structure, number of locations of Defendant.	Armond Jackson	725.00	1.70	1,232.50
01/07/22	Pre-Lawsuit Investigation of the Key Facts with a Focus on Class Certification Elements, Including Adequacy, Typicality, Superiority, and Commonality.	Armond Jackson	725.00	3.60	2,610.00
01/10/22	Analysis to determine the financial condition of a hospitality company.	Armond Jackson	725.00	3.10	2,247.50
01/12/22	Researched size, business profile, related entities, and operations	Armond Jackson	725.00	3.10	2,247.50
01/18/22	Reviewed PAGA letter redline changes	Anthony Filer	250.00	0.40	100.00
01/18/22	Reviewed and revised PAGA Letter	Armond Jackson	725.00	0.80	580.00
01/20/22	Edited initial draft of Class Complaint	Anthony Filer	250.00	0.10	25.00
01/21/22	Finalized PAGA letter.	Armond Jackson	725.00	0.90	652.50
01/24/22	Reviewed complaint.	Armond Jackson	725.00	0.80	580.00
01/24/22	Finalize PAGA letter for LWDA filing	Anthony Filer	250.00	0.30	75.00
01/24/22	Researched case theory for class claims.	Armond Jackson	725.00	2.90	2,102.50
01/26/22	Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as it Relates to the Employment and Management of the Putative Class Members.	Armond Jackson	725.00	3.10	2,247.50

02/07/22	Finalized complaint and initiated filing.	Armond Jackson	725.00	0.30	217.50
02/07/22	Prepared discovery strategy plan of action, including topics re: certification, liability and damages.	Armond Jackson	725.00	2.80	2,030.00
02/09/22	Drafted Collateral Documents	Yesenia Villalba	145.00	0.60	87.00
02/09/22	Reviewed final draft of Class Complaint and Collateral Documents, approved for filing	Anthony Filer	250.00	0.20	50.00
02/10/22	Analysis of competitors within various relevant geographic areas within which Defendants operate, and comparing and contrasting the defendant's policies, practices, and procedures with the policies, practices, and procedures of the defendant's competitors.	Armond Jackson	725.00	2.90	2,102.50
02/15/22	Investigation of defendants executives, officers, and leadership with focus on involvement in wage and-hour issues establishing willfulness and uniformity.	Armond Jackson	725.00	2.80	2,030.00
02/21/22	Investigating Defendant's Organizational and Corporate Structure and Executive Reporting Structure related to employment and management of class members.	Armond Jackson	725.00	3.10	2,247.50
02/28/22	Comparative analysis and cross-checking of all available job postings by Defendants to determine any variation and identification of job duties and responsibilities that would be susceptible to being performed off-the clock or during meal	Armond Jackson	725.00	3.10	2,247.50

breaks or rest breaks.

03/02/22	Research and investigation re: post Duran v. US Bank trial manageability issues, including which experts to retain and for what purpose	Armond Jackson	725.00	2.90	2,102.50
03/04/22	Researched and investigated re: defendants policies, practices, and procedures relating to reporting time, timekeeping, meal, rest breaks, overtime, and reimbursement of business-related expenses.	Armond Jackson	725.00	2.10	1,522.50
04/11/22	Prepared for initial status conference	Anthony Filer	250.00	0.30	75.00
04/12/22	Drafted Proposed order to request to continue hearing.	Yesenia Villalba	145.00	0.80	116.00
04/12/22	Revised joint statement.	Armond Jackson	725.00	0.50	362.50
04/13/22	Prepare for initial status conference	Anthony Filer	250.00	1.20	300.00
06/09/22	Drafted ISC Statement.	Anthony Filer	250.00	0.80	200.00
07/07/22	Reviewed and analyzed arbitration agreement.	Armond Jackson	725.00	2.10	1,522.50
07/29/22	Researched arbitration issues re: PAGA and contemplated contesting arbitration agreement.	Armond Jackson	725.00	3.10	2,247.50
08/12/22	Reviewed drafted Joint Statement, sent to opposing counsel	Anthony Filer	250.00	1.00	250.00
08/15/22	Drafted Amended PAGA Complaint.	Armond Jackson	725.00	0.50	362.50
08/15/22	Reviewed drafted Joint Statement, sent to opposing counsel	Anthony Filer	250.00	0.70	175.00
08/16/22	Reviewed joint statement.	Armond Jackson	725.00	0.20	145.00

08/16/22	Reviewed drafted Joint Statement, sent to opposing counsel	Anthony Filer	250.00	0.70	175.00
08/22/22	Prep for Further Status Conference	Anthony Filer	250.00	0.90	225.00
08/23/22	Prep for / attend Further Status Conference	Anthony Filer	250.00	2.20	550.00
08/24/22	Review Minute Order	Anthony Filer	250.00	0.10	25.00
08/25/22	Review Notice of Rulings	Anthony Filer	250.00	0.20	50.00
08/29/22	Drafted 3.770 declaration	Anthony Filer	250.00	0.10	25.00
09/01/22	Drafted Declaration Re: Amended Complaint	Anthony Filer	250.00	1.20	300.00
09/26/22	Drafted Demand for Arbitration	Anthony Filer	250.00	0.20	50.00
09/29/22	Drafted Demand for Arbitration	Anthony Filer	250.00	0.40	100.00
10/05/22	Drafted Demand for Arbitration	Anthony Filer	250.00	0.40	100.00
10/07/22	Drafted Demand for Arbitration	Anthony Filer	250.00	0.50	125.00
11/14/22	Drafted opposition to MTC Arb.	Armond Jackson	725.00	1.90	1,377.50
11/15/22	Drafted Demand for Arbitration	Anthony Filer	250.00	0.30	75.00
11/17/22	Review drafted Joint Statement	Anthony Filer	250.00	0.20	50.00
11/18/22	Review drafted Joint Statement	Anthony Filer	250.00	0.50	125.00
11/21/22	Send drafted Joint Statement	Anthony Filer	250.00	0.50	125.00
11/21/22	Review OC changes to Joint Statement	Anthony Filer	250.00	0.30	75.00
11/23/22	Review / file drafted Joint Statement	Anthony Filer	250.00	0.30	75.00
11/23/22	Drafted and revised statement.	Armond Jackson	725.00	0.30	217.50
11/23/22	Drafted and revised statement.	Armond Jackson	725.00	0.10	72.50

11/23/22	Prep for Further Status Conference	Anthony Filer	250.00	0.30	75.00
11/28/22	Prep for Further Status Conference	Anthony Filer	250.00	0.50	125.00
11/29/22	Prep for / attend Status Conference	Anthony Filer	250.00	1.20	300.00
04/03/23	Drafted claimant's strike list.	Armond Jackson	725.00	0.50	362.50
05/10/23	Review Substitution of Attorney forms	Anthony Filer	250.00	0.10	25.00
07/18/23	Review substitution of attorney	Anthony Filer	250.00	0.10	25.00
08/07/23	Review emails re: global mediation	Anthony Filer	250.00	0.10	25.00
08/10/23	Review emails re: global mediation / meet & confer	Anthony Filer	250.00	0.20	50.00
08/11/23	Review emails re: mediation/informal production	Anthony Filer	250.00	0.20	50.00
08/14/23	Review email re: mediation	Anthony Filer	250.00	0.10	25.00
08/14/23	Ask for discovery extension	Anthony Filer	250.00	0.20	50.00
08/15/23	Review emails re: mediation	Anthony Filer	250.00	0.50	125.00
08/16/23	Joint Status Report	Yesenia Villalba	145.00	0.30	43.50
08/21/23	Drafted Joint Statement	Anthony Filer	250.00	0.60	150.00
08/24/23	Prep for ADR Review Hearing	Anthony Filer	250.00	0.30	75.00
08/28/23	Prep for ADR Review Hearing	Anthony Filer	250.00	0.20	50.00
08/29/23	Prep for / attend Post Arb Status Conf.	Anthony Filer	250.00	1.50	375.00
08/30/23	Review Minute Order	Anthony Filer	250.00	0.10	25.00
11/07/23	Review email re: change of address	Anthony Filer	250.00	0.10	25.00
11/15/23	Follow up re: mediation	Anthony Filer	250.00	0.10	25.00

02/07/24	Review email re: mediation	Anthony Filer	250.00	0.10	25.00
02/08/24	Crafted informal discovery request to send to oc.	Armond Jackson	725.00	1.20	870.00
02/22/24	Created data matrix to analyze potential PAGA penalties.	Armond Jackson	725.00	3.10	2,247.50
02/23/24	Analyzed pay data and punch data excel cells 1-460.	Armond Jackson	725.00	3.10	2,247.50
02/26/24	Analyzed pay data and punch data excel cells 461-805.	Armond Jackson	725.00	3.80	2,755.00
02/27/24	Analyzed pay data and punch data excel cells 806-1101.	Armond Jackson	725.00	3.10	2,247.50
03/01/24	Analyzed pay data and punch data excel cells 1102-1345.	Armond Jackson	725.00	3.50	2,537.50
03/04/24	Reviewed wage and hour policies.	Armond Jackson	725.00	3.70	2,682.50
03/05/24	Analyzed pay data and punch data excel cells 1346-1690.	Armond Jackson	725.00	3.10	2,247.50
03/06/24	Analyzed pay data and punch data excel cells 1691-2050.	Armond Jackson	725.00	3.90	2,827.50
03/06/24	Reviewed wage statement document production.	Armond Jackson	725.00	3.70	2,682.50
03/07/24	Analyzed pay data and punch data excel cells 2051-2650.	Armond Jackson	725.00	3.70	2,682.50
03/08/24	Analyzed pay data and punch data excel cells 2651-3050.	Armond Jackson	725.00	3.70	2,682.50
03/11/24	Analyzed pay data and punch data excel cells 3051-3430.	Armond Jackson	725.00	3.10	2,247.50
03/12/24	Analyzed pay data and punch data excel cells 3431-4050.	Armond Jackson	725.00	3.60	2,610.00

03/13/24	Follow up re: mediation information	Anthony Filer	250.00	0.10	25.00
03/14/24	Analyzed pay data and punch data excel cells 4051-4490.	Armond Jackson	725.00	3.90	2,827.50
03/15/24	Drafted mediation brief	Anthony Filer	250.00	3.40	850.00
03/15/24	Analyzed pay data and punch data excel cells 4491-4930.	Armond Jackson	725.00	3.70	2,682.50
03/18/24	Review mediation briefs	Anthony Filer	250.00	0.10	25.00
03/18/24	Revised mediation brief.	Armond Jackson	725.00	5.00	3,625.00
03/18/24	Analyzed pay data and punch data excel cells 4931-5330.	Armond Jackson	725.00	3.90	2,827.50
03/19/24	Review drafted MOU	Anthony Filer	250.00	0.10	25.00
03/19/24	Review revisions to settlement agreement	Anthony Filer	250.00	0.10	25.00
03/20/24	Prepared for and participated in mediation.	Armond Jackson	725.00	7.10	5,147.50
03/21/24	Review emails re: MOU	Anthony Filer	250.00	0.10	25.00
03/21/24	Review fully executed MOU	Anthony Filer	250.00	0.10	25.00
03/22/24	Review email re: tentative settlement	Anthony Filer	250.00	0.10	25.00
04/02/24	Drafted Long Form Settlement Agreement	Anthony Filer	250.00	0.90	225.00
04/30/24	Review settlement agreement revisions	Anthony Filer	250.00	0.10	25.00
05/17/24	Revised settlement agreement.	Armond Jackson	725.00	0.60	435.00
05/28/24	Followed up re: settlement agreement.	Armond Jackson	725.00	0.30	217.50
06/25/24	Reviewed settlement agreement and revised PAGA agreement.	Armond Jackson	725.00	0.30	217.50
07/19/24	Reviewed email re: settlement and approval	Armond Jackson	725.00	0.20	145.00

motion.

07/19/24	Responded to email from JAMS.	Armond Jackson	725.00	0.30	217.50
10/02/24	Drafted PAGA approval motion.	Armond Jackson	725.00	1.30	942.50
10/07/24	Drafted approval motion.	Armond Jackson	725.00	1.60	1,160.00
10/17/24	Finalized PAGA approval motion.	Armond Jackson	725.00	4.90	3,552.50
					\$111,134.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$111,134.00
Amount Paid:	(\$0.00)
Amount Due:	\$111,134.00

EXHIBIT D



JACKSON APC
jacksonapc.com
2 Venture Plaza, Suite 240
Irvine, CA 92618

ARMOND M. JACKSON
949.226.7027 Direct
949.281.6857 Main
ajackson@jacksonapc.com

January 24, 2022

Sent by Certified Mail to Sixt Rent A Car, LLC

Submitted Via Online to Labor and Workforce Development Agency

Sixt Rent A Car, LLC
1501 NW 49th St., Ste. 100
Fort Lauderdale, FL 33309

Agent for Service of Process for Sixt Rent A Car, LLC
Corporate Creations Network, Inc.

Attn: Sarah Clemens
4640 Admiralty Way, 5th Floor
Marina Del Rey, CA 90292

Labor and Workforce Development Agency

Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE

PURSUANT TO LABOR CODE § 2699

Re: Notice Pursuant to California Labor Code Section 2699

Violations of California Labor Code Sections 201, 202, 203, 210 226(a) 1-2, 4-5, 9,
226.3, 226.7, 510, 512, 558, 1194, and 2802

Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 4-2001, 7-2001, and 9-2001 (“Wage Orders 4, 7, and 9”), Sections 3, 7, 11 and 12

2 Venture Plaza, Suite 240 | Irvine, CA 92618 | Tel: 949-281-6857 | Fax: 949-777-6218

JACKSON APC

Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab. Code § 2699.3)

Aldean Parsley v. Sixt Rent A Car, LLC, et al.

Dear Sixt Rent A Car, LLC and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, and Sixt Rent A Car, LLC by Aldean Parsley (“Mr. Parsley” or “Plaintiff”), on behalf of all aggrieved current and former similarly-situated employees of Sixt Rent A Car, LLC (“Sixt”) (collectively referred to herein as “Defendants” or “Defendant”) in California for all California nonexempt employees, a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Mr. Parsley is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson APC at 949-281-6857 or via email at ajackson@jacksonapc.com.

Facts and Theories

Defendant Sixt Rent A Car, LLC is rental car service company doing business in California. This letter encompasses violations for all of Defendants’ nonexempt California employees entitled to the California Labor code protections.

Mr. Parsley worked with customers and did other general laborer tasks. As a nonexempt employee, Mr. Parsley performs job duties such as renting cars and other job duties as assigned by Defendant.

Throughout Mr. Parsley’s employment, they worked 4, 5, or 8 hour plus shifts and due to Defendant’s understaffing, heavy workloads, and deadlines, Mr. Parsley is not able to take an uninterrupted 30-minute meal break each five hours at a reasonably practicable time for approximately 5 to 20 shifts each month. Mr. Parsley and similarly situated employees are on duty during their meal breaks. Meal breaks are often missed, late, or interrupted by the high volume of work.

Likewise, throughout Mr. Parsley’s employment, they worked above 4-hour plus shifts and was not authorized or permitted to take an uninterrupted 10-minute rest break each four hours at a reasonably practicable time for approximately 5 to 20 shifts each month. In general Mr. Parsley is not allowed rest breaks due to the high volume of work.

Defendants do not compensate Mr. Parsley with their premium wages when they are subjected to late, short, missed, on-call, interrupted, on-premises, or missed meal breaks and rest breaks in violation of California Labor Code section 226.7, 512, and Wage Orders 4, 7, and 9, Sections 11 and 12 approximately 10 to 20 shifts each month. Other similarly situated employees deployed to work at Defendants are under the same conditions as Mr. Parsley.

Defendants do not compensate Mr. Parsley and other similarly situated employees at the correct regular rate incorporating bonus payments into the rate paid out for premium wages and overtime wages.

Moreover, Defendants fails to incorporate Mr. Parsley's premium wages and hours' worth of work onto their wage statements as required by California Labor Code section 226(a). All other similarly situated employees were subjected to the same working conditions as Mr. Parsley, such as not being provided with their entitled meal breaks and rest breaks as stated above or paid premium wages, nor were the hours' worth of work or premium wages disclosed on their wage statements.

Defendants fail to incorporate Mr. Parsley's premium wages and hours' worth of work on his wage statements as required by California Labor Code section 226(a). All other similarly situated employees are subjected to the same working conditions as Mr. Parsley such as not being compensated at the correct regular rate incorporating bonus payments into the rate paid out for premium wages for meal break and/or rest break violations and overtime wages as stated above or paid premium wages, nor are the hours' worth of work or premium wages disclosed on their wage statements.

In addition, Defendants, also, on a company-wide basis, required that Mr. Parsley and other similarly situated employees use their own personal cellular phones to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Mr. Parsley was required to use their personal cellphone to communicate while at work. Although Defendants required Mr. Parsley and other similarly situated employees to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants did not reimburse them for this cost.

By virtue of requiring Mr. Parsley to work off-the-clock and Defendants, not providing and/or not authorizing or permitting Mr. Parsley and all other similarly situated employees to take uninterrupted meal breaks and rest periods, nor reimbursing for work-related expenses, and failing to incorporate the hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, and net wages earned, among other violations, Defendants are violating California Labor Code Sections 201, 202, 203, 221, 226(a), 226.3, 226.7, 246, 510, 512, 1194, 2802, and Wage Orders 4, 7, and 9, Sections 3, 7, 11 and 12.

Violation of California Labor Code § 210

According to Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, Defendants failed to pay for all hours worked due to failing to incorporate correct regular rate compensation for overtime wages and premium wages for meal break violations and by virtue of failing to provide employees uninterrupted meal and rest breaks.

Violation of California Labor Code § 221

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, here, Defendants fail to pay for all hours worked due to failing to incorporate correct regular rate compensation for overtime wages and premium wages for meal break violations and by failing to provide employees uninterrupted meal and rest breaks.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, 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 (See Labor Code §226, subsection (a)). Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Mr. Parsley’s contention that Defendants are in violation of the following California Labor Codes.

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Mr. Parsley’s and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Mr. Parsley and other similarly situated employees worked off-the-clock during their entitled meal periods and rest periods but Defendants did not compensate them for those extra hours’ worth of work while off-the-clock nor did Defendants disclose or record the extra hours’ worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(2)

Section (a)(2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Mr. Parsley and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Mr. Parsley and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Mr. Parsley and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Mr. Parsley and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Mr. Parsley's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Mr. Parsley's and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Mr. Parsley's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Mr. Parsley and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of California Labor Code Sections 201, 202, 203, 226.7, 510, 512, 1194, 1198, Wage Orders 4, 7, and 9, Sections, 3, 7, 11 and 12

An employer must provide meal periods and rest periods pursuant to an applicable order of the Industrial Welfare Commission (See Lab. Code §226.7, 512).

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission, Wage Orders 4, 7, and 9.

Under these circumstances, Mr. Parsley's position at Defendants falls within Wage Orders 4, 7 and 9 as Defendants employed Mr. Parsley as a nonexempt employee classified as an employee. Thus, all sections and subsections that pertain to California Wage Orders 4, 7 and 9 below are applicable to Mr. Parsley and all similarly situated aggrieved employees within these Wage Orders were employed or remain employed by Defendants.

California Labor Code sections 226.7, 512, Wage Orders 4, 7, and 9, Section 11 states no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an on-duty meal period and counted as time worked. An on-duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Mr. Parsley and other similarly situated employees do not receive their entitled uninterrupted meal periods during their employment at Defendants while regularly working above 5- and 10-hour shifts. Moreover, Mr. Parsley and other similarly situated employees are not provided with their meal periods in the middle of each work period as required and as reasonably practicable. As stated above, Mr. Parsley and other similarly situated employees are subjected to on-premises, on-call, abbreviated, interrupted, missed or late meal periods. Nor are they compensated for working through their meal periods or for failing to be provided with meal periods in violation of California Labor Code Section 226.7, 512 and Wage Orders 4, 7, and 9, Section 11.

California Labor Code sections 226.7, 512, Wage Orders 4, 7, and 9, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided that were short, interrupted, on-premises, on-call, late or not taken at all.

Mr. Parsley and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at Defendants while regularly working above 4-hour shifts.

California Labor Code Section 510, and 1194, Wage Orders 4, 7, and 9, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in similar establishments such as Defendants'. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hour worked in excess of 12 hours in any workday is to be paid at the rate of double the employee's regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee's regular rate of pay.

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation (See Lab. Code §510). "Double time" is required after twelve hours in any workday, after eight hours on the seventh day of work. Mr. Parsley and other similarly situated employees are not paid overtime for hours worked in excess of 8 hours per day or forty hours per week, because they worked through shifts above 8 hours per day and 40 hours per week and not paid overtime rates and minimum wage rates for off-the-clock and on-the-clock work. The employees are not provided with the correct overtime rates as a failure to incorporate bonus payments into the regular rate compensation for this time.

Violation of California Labor Code Section 558

Any 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 in addition to recover unpaid wages (See Lab. Code §558).

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit (See Lab. Code §1194). Mr. Parsley and other similarly situated employees are not paid all overtime and minimum wages for all hours worked including those hours in excess of 8 hours per day or forty hours per week because they worked overtime hours not paid at these overtime rates due to Defendants' failing to correctly pay the correct regular rates as a failure to incorporate bonus payments into the regular rate for this time.

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 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."

Namely, Mr. Parsley and other similarly situated employees are required to use their own personal own cell phones to carry out their job duties, but Defendant fails to reimburse them for the costs of their work-related cell phone expenses. Mr. Parsley and other similarly situated employees are required to use their personal cell phones to complete their work-related tasks such as contacting supervisors. Although Defendants required Mr. Parsley and other similarly situated employees to utilize their own personal cell phone to carry out work-related responsibilities, Defendants failed to reimburse employees for the cost.

Defendants could provide Mr. Parsley and other similarly situated employees with the actual tools for use on the job, such as work cell phone to be used for fulfilling job-related tasks.

Instead, Defendants passes these operating costs off onto Mr. Parsley and other similarly situated employees.

Thus, Defendants had, and continue 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.

Wage Orders 4, 7, and 9, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants fail to incorporate the extra hours’ worth of work when Mr. Parsley and other similarly situated employees clocked in and out without being paid premium wages. The extra hours’ worth of work at the applicable rate of pay was not disclosed on the itemized wage statements in violation of Wage Orders 4, 7, and 9, Section 7 Records.

Conclusion

As a consequence of Defendants’ violations of California Labor Code Sections 201, 202, 203, 221, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, 2802, and Wage Orders 4, 7, and 9, Sections 3, 7, 11 and 12, Mr. Parsley seeks penalties for each violation as an individual and on behalf of all aggrieved employees against Defendants.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT E

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
----------------	--------	------	-------	-------	-------	-------	-------

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.