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ARISTOTLE DELPILAR, individually, and
on behalf of Aggrieved Employees pursuant
to the California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DAMON SILER and ARISTOTLE
DELPILAR, individually, and on behalf of
Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

CALL-THE-CAR dba CALL THE CAR, a
California Corporation; CALL-THE-CAR,
LLC dba CALL THE CAR, a California
Limited Liability Company; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV07514

Honorable David S. Cunningham
Department SS11

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT,
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ADMINISTRATION
EXPENSES PAYMENT**

Date: September 5, 2025
Time: 11:00 a.m.
Department: 11

Complaint Filed: March 25, 2024
FAC Filed: August 16, 2024
Trial Date: Not Set

[PROPOSED] ORDER AND JUDGMENT

On September 5, 2025 at 11:00 am. in Department 11 of the above-entitled Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Damon Siler and Aristotle Delpilar’s (together, “**Plaintiffs**”) Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, Paga Counsel Litigation Expenses Payment, Representative Enhancement Payment, and Administration Expenses Payment (“**Motion**”) came on for hearing before the Honorable David S. Cunningham. Blackstone Law, APC appeared on behalf of Plaintiffs, and Ervin Cohen & Jessup LLP appeared on behalf of Defendant Call-The-Car *dba* Call the Car (“**Defendant**”).

Plaintiffs and Defendant (collectively, the “**Parties**”) have executed the Settlement Agreement and Release of PAGA Claim (“**Settlement**” or “**Agreement**”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiffs’ Motion is granted in its entirety.
2. This Order and Judgment incorporates by reference the definitions in the Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Agreement.
3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) (“**PAGA**”), including, but not limited to, providing the California Labor and Workforce Development Agency (“**LWDA**”) and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
4. The Court also finds that the Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (“**Action**”).

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1 5. The individuals covered under the Settlement consist of the following: “All current and
2 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California
3 at any time during the PAGA Period” (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as
4 the period from January 18, 2023 through January 31, 2025.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$475,000.00) less the approved PAGA Counsel Fees Payment
11 and PAGA Counsel Litigation Expenses Payment to PAGA Counsel, Representative Enhancement
12 Payment to Plaintiff Damon Siler, and Administration Expenses Payment to ILYM Group, Inc.
13 (“**Administrator**”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to
14 the LWDA (“**LWDA PAGA Payment**”) and twenty-five percent (25%) of the Net Settlement Amount
15 shall be distributed to the Aggrieved Employees in accordance with this Order and Judgment and the
16 Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided
18 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
19 Administrator to administer the Settlement and to make the payments as provided for by, and
20 consistent with, this Order and Judgment and the Agreement.

21 9. The Court approves the payment of \$158,333.33 to PAGA Counsel for attorneys’ fees.
22 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
23 with this Order and Judgment and the Agreement.

24 10. The Court approves the payment of \$14,127.09 to PAGA Counsel for reimbursement
25 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the
26 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
27 Agreement.

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1 11. The Court approves the payment of \$10,000.00 to Plaintiff Damon Siler for a
2 Representative Enhancement Payment. This amount shall be paid from the Gross Settlement Amount
3 and shall be distributed in accordance with this Order and Judgment and the Agreement.

4 12. The Court approves payment in the amount of *up to* \$10,000.00 to the Administrator
5 for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement
6 Amount and shall be disbursed in accordance with this Order and Judgment and the Agreement.

7 13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**,
8 and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that
9 it distributes Individual PAGA Payments to the Aggrieved Employees.

10 14. Within ten (10) business days after entry of this Order and Judgment, Defendant shall
11 deliver to the Administrator a list of the following information for each Aggrieved Employee: (1) full
12 name; (2) last-known mailing address; (3) Social Security number; (4) dates worked during the PAGA
13 Period; and (5) payroll schedules (collectively, "**Aggrieved Employee Data**").

14 15. Within twenty (20) business days after entry of this Order and Judgment, Defendant
15 shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

16 16. Within ten (10) business days after Defendant funds the Gross Settlement Amount, the
17 Administrator will distribute the Individual PAGA Payments, Representative Enhancement Payment,
18 LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment, and
19 PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment
20 and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
21 Payments.

22 17. Aggrieved Employees must negotiate, cash, or deposit their Individual PAGA Payment
23 checks within one hundred and eighty (180) calendar days after the checks are mailed to them. After
24 the 180-day deadline, the checks will be canceled and any funds associated with such canceled checks
25 shall be transmitted by the Administrator to the California Controller's Office Unclaimed Property
26 Fund in the name of the Aggrieved Employee(s) at issue and in the amount of their respective
27 Individual PAGA Payment(s).

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1 18. Defendant has represented that there are approximately 12,932 pay periods during the
2 period January 18, 2023 through November 27, 2024. If the actual number of PAGA Pay Periods in
3 the PAGA Period increases by more than ten percent (10%), the Gross Settlement Amount will
4 increase proportionally by the percentage increase over ten percent (10%). For example, if the number
5 of PAGA Pay Periods increases by eleven percent (11%) (i.e., 14,355 PAGA Pay Periods), then the
6 Gross Settlement Amount will increase by one percent (1%).

7 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

8 20. Effective on the date when Defendant fully funds the Gross Settlement Amount, all
9 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant
11 and each of its former and present directors, officers, shareholders, owners, members, employees,
12 agents, trustees, principals, managers, representatives, attorneys, insurers, predecessors, successors,
13 assigns, accountants, parent companies, subsidiaries, and affiliates (collectively, “Released Parties”)
14 from any and all claims arising from any of the factual allegations in the Operative Complaint and
15 PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General
16 Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for
17 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
18 periods and associated premium payments, timely pay wages during employment and upon
19 termination, provide complaint wage statements, keep requisite payroll records, and reimburse
20 necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210,
21 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199,
22 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively
23 “Released PAGA Claims”).

24 21. No individualized notice of this Order and Judgment is required to be provided to the
25 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
26 system established for the filing of notices and documents, in conformity with California Labor Code
27 § 2699(l)(3).

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1 22. A Non-Appearence Final Accounting Hearing is set for _____ at
2 _____ in Department 11 of the above-entitled Court. A Final Report is due to be filed no later
3 than _____ confirming that disbursements were made pursuant to the Settlement.

4
5 **IT IS SO ORDERED.**

6
7 Dated: _____

Honorable David S. Cunningham
Judge of the Superior Court

Exhibit 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Damon Siler, et al. v. Call-The-Car dba Call The Car, et al*, Los Angeles County Superior Court Case No. 24STCV07514

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Damon Siler, et al. v. Call-The-Car dba Call The Car, et al*, Los Angeles County Superior Court Case No. 24STCV07514 (“Action”).

The lawsuit was initiated on March 25, 2024 and then amended on August 16, 2024, by Damon Siler and Aristotle Delpilar (together, “Plaintiffs”) against their former employer Call-The-Car dba Call The Car (“Defendant”), on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. On January 18, 2024 and May 30, 2024, Plaintiffs submitted letters to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders (together, “PAGA Notice”).

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations. However, to avoid further time and expense of protracted and uncertain litigation, Plaintiffs and Defendant have agreed to settle the lawsuit for civil penalties.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period January 18, 2023 through January 31, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the Released Parties were released from the Released PAGA Claims.

“Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, employees, agents, trustees, principals, managers, representatives, attorneys, insurers, predecessors, successors, assigns, accountants, parent companies, subsidiaries, and affiliates.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and

associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, keep requisite payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Fund in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].