# SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of PAGA Claim ("Agreement") is made by and between plaintiffs Damon Siler and Aristotle Delpilar ("Plaintiffs"), on behalf of themselves and on behalf of all other Aggrieved Employees (as defined below), and defendant Call-The-Car *dba* Call The Car ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS

1.1. "Action" refers to Plaintiffs' PAGA lawsuit alleging Labor Code violations for PAGA penalties only against Defendant captioned *Damon Siler, et al. v. Call-The-Car dba Call The Car, et al.*, Case No. 24STCV07514, initiated on March 25, 2024 and amended on August 16, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means ILYM Group, Inc., 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 the Settlement.

1.4. "Aggrieved Employee(s)" means 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.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's full name, last-known mailing address, Social Security number, dates worked during the PAGA Period, and payroll schedules.

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. "Defendant" means named Defendant Call-The-Car *dba* Call The Car.

1.9. "Defense Counsel" means and refers to Ervin Cohen & Jessup LLP.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Approval Order; and (b) the Judgment is final. The Judgment is final as of the day the Court enters the Judgment.

1.11. "Gross Settlement Amount" means $475,000.00, 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 the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the Net Settlement Amount calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).

1.15. "LWDA PAGA Payment" means the seventy-five (75%) of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Representative Enhancement Payment, and the Administration Expenses Payment.

1.17. "PAGA Counsel" means Blackstone Law, APC, the attorneys representing the Plaintiffs in the Action.

1.18. "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.

1.19. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

1.20. "PAGA Period" means the period from January 18, 2023 through January 31, 2025.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).

1.22. "PAGA Notice" means Plaintiffs' January 18, 2024 and May 30, 2024 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "Plaintiffs" means Damon Siler and Aristotle Delpilar, the named plaintiffs in the Action.

1.24. “Approval Order” means the proposed Court order granting approval of the Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and Aggrieved Employees and as described in Paragraph 5.2 below.

1.26. “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.

1.27. “Representative Enhancement Payment” means the amount to be paid to Plaintiff Damon Siler in recognition of his effort and work in prosecuting the Action and general release of claims.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

## 2. <u>RECITALS</u>

2.1. On March 25, 2024, Plaintiff Damon Siler, on behalf of himself and similarly aggrieved employees, commenced the Action by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* alleging a single cause of action against Defendant, alleging PAGA penalties for violations of the California Labor Code committed against Plaintiffs and the other Aggrieved Employees for failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; meal break violations; rest break violations; failure to timely pay wages during employment; failure to provide accurate itemized wage statements; failure to maintain accurate records; failure to reimburse necessary business expenditures; and failure to timely pay all wages upon termination; and engaged in other conduct that resulted in violations of the California Labor Code, including but not limited to, violations of California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, as well as violations of the applicable Industrial Welfare Commission Wage Order.

2.2. On August 16, 2024, Plaintiffs filed a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq* (the “Operative Complaint” or “FAC”), which added Plaintiff Aristotle Delpilar as a named PAGA representative.

2.3. Defendant denies the allegations in the FAC, denies any failure to comply with the laws identified in the FAC, and denies any and all liability for the causes of action alleged.

2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.5. On January 23, 2025, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, information and documentation concerning the claims set forth in the Action, such as documentation regarding Plaintiffs' employment, random sampling of data related to putative Aggrieved Employees, including but not limited to, the number of putative Aggrieved Employees and the total pay periods worked by the Aggrieved Employees. For validation purposes only, and in addition to what Defendant produced previously, Defendant produced a random sampling of twenty-five percent (25%) of the time and payroll records of the Aggrieved Employees (redacted to protect privacy information only), for four months out of each year of the PAGA Period. If, after a complete review of the records produced by Defendant, PAGA Counsel demonstrates that a further sampling is necessary, and/or the Court takes issue with the sampling, counsel for both Parties shall meet and confer to identify a reasonable supplemental production from Defendant to sufficiently validate the Settlement

2.7. 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.

## 3. MONETARY TERMS

3.1. Subject to the Court's approval of the Settlement pursuant to Labor Code § 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action.

3.2. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $475,000.00 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 4.2 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.

3.3. 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 Approval Order:

3.3.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $158,333.33, plus the PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for the 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 Plaintiffs' counsel arising from any claim to any portion of any of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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.

3.3.2. To Plaintiff Damon Siler: A Representative Enhancement Payment to Plaintiff Damon Siler of not more than $10,000.00 in addition to any Individual PAGA Payment he is entitled to receive as an Aggrieved Employee. Defendant will not oppose the request for Court approval of this payment provided it does not exceed this amount. If the Court approves a Representative Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Enhancement Payment using IRS Form 1099.

3.3.3. To the Administrator: An Administration Expenses Payment not to exceed ($10,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than ($10,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.3.4. To the LWDA and Aggrieved Employees: 75% of the Net Settlement Amount will be allocated to the LWDA PAGA Payment and twenty-five percent (25%) of the Net Settlement Amount will be allocated to the Individual PAGA Payments.

3.3.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Each Individual PAGA Payment shall be treated as 100% penalties and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms (if applicable).

## 4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data. Within ten (10) business days of the Effective Date, 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 the 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.

4.2. Funding of Gross Settlement Amount. Within ten (10) business days after the Effective Date, the Administrator shall send Defense Counsel electronic wiring instructions to fund the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty (20) business days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant funds the Gross Settlement Amount, the Administrator will distribute the Individual PAGA Payments, the Representative Enhancement Payment, 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.

4.3.1. 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, with a cover letter ("Cover Letter"), attached hereto as **Exhibit A**. 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without a USPS forwarding address. Within seven (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.

4.3.3. 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.

4.3.4. 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. **<u>RELEASES OF CLAIMS</u>**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff Damon Siler, PAGA Counsel, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. <u>Plaintiff Damon Siler's Release</u>. Plaintiff Damon Siler, on behalf of his respective former and present spouses, representatives, agents, beneficiaries, devisees, legatees, executors, attorneys (including PAGA Counsel), heirs, trustees, conservators, guardians, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred prior to the execution of this Agreement, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice. Without limiting the generality of the foregoing, Plaintiff Damon Siler also expressly releases all claims or rights against the Released Parties arising out of or relating to his employment with Defendant regarding any alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tortious conduct resulting in personal injuries, any claim for harassment or discrimination on the basis of race (including natural hair texture or style), color, national origin, religion, religious creed (including dress and grooming practices), sex, pregnancy, pregnancy-related medical conditions, reproductive health decision-making, age, sexual orientation, ancestry, health or medical condition, gender identity, gender expression, genetic characteristics, veteran status, marital status, physical or mental disability, victim status (victims of qualifying acts of violence, domestic violence, stalking, sexual assault or crime causing physical or mental injury or threat of physical injury), political affiliation, or other protected classification, retaliation in violation of public policy, wage-and-hour claims, whether known or unknown, including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged "off the clock" work under federal and state law, including California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Section 210, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200, *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194, *et seq.*; individual claims under the Private Attorneys General Act of 2004, Labor Code section 2698, *et* *seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any claims relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees; and any federal, state, local, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d) (1) (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100, *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900, *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1, *et seq.* (family/medical leave); (8) California Labor Code, including Section 1720, *et seq.*, or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000, *et seq.* (employee benefits); (14) Age Discrimination in Employment Act and its amendment; (15) the Older Workers Benefits Protection Act; (16) National Labor Relations Act, as amended; (17) the Labor-Management Relations Act, as amended; (18) the Worker Adjustment and Retraining Notification Act of 1988, as amended; and (19) the Pregnancy Discrimination Act (collectively, "Plaintiffs' Release"). The 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 that occurred after the execution of this Agreement. Plaintiff Damon Siler acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or his discovery of them.

5.1.1. Other than the Action, Plaintiff Damon Siler represents that he has no lawsuits, claims, disputes, charges, or actions pending with any court, governmental entity, administrative agency, or other organized forum in his name, or on behalf of any other person or entity, or that have been made anonymously against Defendant or Released Parties. Plaintiff Damon Siler also represents that he does not intend to, nor will he, bring any such actions anonymously on his own behalf or on behalf of any other person or entity against Defendant or the Released Parties herein subject to the Releases of Claims as provided in Paragraph 5, nor will he, without subpoena, assist any other person in the pursuit of any claims subject to the Releases of Claims as provided in Paragraph 5 against each other or any of the Released Parties herein.

5.1.2. Plaintiff Damon Siler's Waiver of Rights Under California Civil Code Section 1542. For purposes of the Plaintiff's Release, Plaintiff Damon Siler 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.**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiff Damon Siler expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims that Plaintiff Damon Siler knows of, as well as all claims that he does not know or suspect to, exist in his favor against Defendant, or any of them, for the time period from the beginning of time to the date of the execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, except as to those claims that cannot be waived or released in this Agreement as a matter of law.

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 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 (collectively "Released PAGA Claims").

5.3. Release by PAGA Counsel: PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for the PAGA Counsel Fees Payment 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 OF FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file an application or motion for approval of the Settlement.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement under Labor Code Section 2699, subd. (f)(2) including: (i) a draft proposed Approval Order, advocating the PAGA Settlement is fair, adequate, and reasonable, and Defendant shall not oppose such a motion provided PAGA Counsel sends a draft of the motion for approval to Defense Counsel allowing sufficient time for review and comment; (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 Plaintiffs, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel's 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)), FAC (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiffs and PAGA Counsel 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.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the joint stipulation or motion for approval of the Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for an approval hearing 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 the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the application or motion for approval of the 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 in person or by telephone, 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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**. Defendant has represented that there are approximately 12,932 pay periods during the period January 18, 2023 through November 27, 2024. If the actual number of PAGA Pay Periods in the PAGA Period increases by more than ten percent (10%), the Gross Settlement Amount will increase proportionally by the percentage increase over ten percent (10%). For example, if the number of PAGA Pay Periods increases by eleven percent (11%) (i.e., 14,355 PAGA Pay Periods), then the Gross Settlement Amount will increase by one percent (1%).

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 FAC have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that

Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of the Settlement only. If, for any reason the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). This Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Agreement.

10.2. Non-Disparagement. Plaintiffs agree that they shall not disparage Defendant or Michelle Tyson, M.D., Jessica Prather, and René Torres, to third parties, or otherwise make statements or take actions which would place them in a negative light. Similarly, Defendant, on behalf of Michelle Tyson, M.D., Jessica Prather, and René Torres only, agree that they shall not disparage Plaintiffs to third parties, or otherwise make statements or take actions that would place Plaintiffs in a negative light.

10.3. 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.

10.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

10.5. 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 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 the mediator and/or the Court for resolution.

10.6. 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 a portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in the Settlement.

10.7. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.8. 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.

10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10. Enforcement Actions: This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Agreement, in the event that one or more of the Parties to this Agreement institutes any action or proceeding in the Action under California Code of Civil Procedure section 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

10.11. 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.

10.12. 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.

10.13. 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.

10.14. 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 Aggrieved Employee 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 the 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 ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs 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 destruction, of Aggrieved Employee Data.

10.15. 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.

10.16. 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.

10.17. Waiver: The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

10.18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:
Jonathan M. Genish
Miriam L. Schimmel (mschimmel@blackstonepc.com)
Joana Fang (jfang@blackstonepc.com)
Alexandra Rose (arose@blackstonepc.com)
Jared C. Osborne (josborne@blackstonepc.com)
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211

To Defendant:
Kelly Scott, Esq.
Jared Slater, Esq.
Ervin Cohen & Jessup LLP
9401 Wilshire Boulevard, 12th Floor
Beverly Hills, CA 90212

10.19. 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.

10.20. Stay of Litigation. Unless otherwise provided, 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.

Dated: 05/13/2025 By: ______________________
Damon Siler, Plaintiff

Dated: __________________ By: ______________________
Aristotle Delpilar, Plaintiff

Dated: __________________ By: ______________________
Call-The-Car *dba* Call The Car
By: ___________________
Its: ___________________

Approved as to Form:

Dated: _________________ BLACKSTONE LAW, APC

By: ______________________
Alexandra Rose, Esq.
Attorney for Plaintiffs and Aggrieved Employees

Dated: May 15, 2025 ERVIN COHEN & JESSUP LLP

By: ______________________
Kelly Scott, Esq.
Attorney for Defendant Call-The-Car *dba* Call The Car

Dated: ________________ By: ______________________________
Damon Siler, Plaintiff

Dated: 05/14/2025 By: Aristotle Delpilar
Aristotle Delpilar, Plaintiff

Dated: 5/15/2025 By: ______________________________
Call-The-Car *dba* Call The Car
By: Jessica Prather
Its: CFO

Approved as to Form:

Dated: May 14, 2025 BLACKSTONE LAW, APC

By: ______________________________
Alexandra Rose, Esq.
Attorney for Plaintiffs and Aggrieved Employees

Dated: May 15, 2025 ERVIN COHEN & JESSUP LLP

By: ______________________________
Kelly Scott, Esq.
Attorney for Defendant Call-The-Car *dba* Call The Car

**Exhibit A**

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].