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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

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL 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

**DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF
PAGA SETTLEMENT AND PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT, REPRESENTATIVE ENHANCEMENT PAYMENT,
AND ADMINISTRATION EXPENSES PAYMENT**

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1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC (“PAGA Counsel”), attorneys of record for Plaintiff Damon Siler (“Plaintiff Siler”) and Plaintiff Aristotle Delpilar (“Plaintiff Delpilar”) (together, “Plaintiffs”). I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement, PAGA Counsel Fees Payment, Paga Counsel Litigation Expenses Payment, Representative Enhancement Payment, and Administration Expenses Payment (“Motion”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. Defendant Call-The-Car *dba* Call the Car (“Defendant”) provides non-emergency medical transportation services in Southern California. Defendant employed Plaintiff Siler as an hourly-paid, non-exempt Driver from approximately January 2023 through August 2023. Defendant employed Plaintiff Delpilar as an hourly-paid, non-exempt Customer Service Representative from approximately June 2023 through November 2024.

4. On January 25, 2024, Plaintiff Siler filed a Class Action Complaint in the action entitled *Damon Siler v. Call-The-Car dba Call the Car, et al.*, Los Angeles County Superior Court Case No. 24STCV02074 (“Class Action”), thereby commencing a putative class action against Defendant and Call-the-Car, LLC dba Call The Car.

5. On March 25, 2024, Plaintiff Siler filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Damon Siler v. Call-The-Car dba Call the Car, et al.*, Los Angeles County Superior Court Case No. 24STCV07514 (“Action”), thereby commencing a PAGA representative action against Defendant and Call-the-Car,

1 LLC dba Call The Car.

2 6. On May 8, 2024, pursuant to Plaintiff Siler's request, the Court dismissed Call-The-
3 Car, LLC dba Call The Car without prejudice from the Class Action.

4 7. On May 20, 2024, pursuant to Plaintiff Siler's request, the Court dismissed Call-The-
5 Car, LLC dba Call The Car without prejudice from the Action.

6 8. On May 30, 2024, Plaintiffs submitted an amended written notice by electronic
7 submission to the LWDA and by U.S. Certified Mail to Defendant, pursuant to California Labor Code
8 § 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
9 Defendant. A true and correct copy of the letter is attached hereto as **Exhibit 2**.

10 9. On August 16, 2024, Plaintiffs filed a First Amended Complaint for Enforcement
11 Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et. seq.* ("Operative
12 Complaint") in the Action, which added Plaintiff Delpilar as a named PAGA representative. The
13 Operative Complaint alleges PAGA penalties against Defendant for violations of the California Labor
14 Code for failure to pay for all time worked at correct rates of pay, including minimum wages, straight
15 time wages, and overtime compensation; meal break violations; rest break violations; failure to timely
16 pay wages during employment; failure to provide accurate itemized wage statements; failure to
17 maintain accurate records; failure to reimburse necessary business expenditures; and failure to timely
18 pay all wages upon termination; and engaged in other conduct that resulted in violations of the
19 California Labor Code, including but not limited to, violations of California Labor Code sections 201,
20 202, 203, 204, 226, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800,
21 and 2802, as well as violations of the applicable Industrial Welfare Commission Wage Order

22 10. On January 23, 2025, Plaintiffs and Defendant (collectively, the "Parties") participated
23 in an all-day mediation presided over by Hon. Carl J. West (Ret.) ("Mediator"), a neutral and respected
24 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
25 Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a
26 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a
27 long form settlement agreement.

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1 11. On May 15, 2025, the Parties executed the Settlement Agreement and Release of
2 PAGA Claim (“Settlement,” “Settlement Agreement,” or “Agreement”). A true and correct copy of
3 the Settlement Agreement is attached hereto as **Exhibit 3**.

4 12. During the course of informal discovery in the Action, PAGA Counsel conducted an
5 intense investigation into the facts of the Action. This included obtaining data, information, and
6 documents relating to the underlying alleged violations, including, but not limited to, Plaintiffs’
7 employee files, a sampling of the Aggrieved Employees’ time and payroll records for three months
8 out of each year from January 25, 2020 to the date of mediation, relevant wage and hour policies, and
9 Aggrieved Employees’ data points so that Plaintiffs could assess the number of alleged potential
10 violations and value of the recoverable penalties, as well as evaluate the strengths and weaknesses of
11 their claims. Additionally, for validation purposes, and in addition to what Defendant produced prior
12 to mediation, Defendant produced a random sampling of 25% of the time and payroll records of the
13 Aggrieved Employees for four months out of each year of the PAGA Period after mediation. Further,
14 Defendant confirmed that 92.9% of the putative class members signed enforceable arbitration
15 agreements with class action waivers, which is why this matter settled on a representative basis.

16 13. Based on the data, information, and documents received, as well as thorough
17 discussions with Defendant’s counsel, PAGA Counsel was able to (i) determine the total number of
18 distinct individuals falling within the definition of “Aggrieved Employees” for the relevant statutory
19 period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages
20 model that calculated the maximum realistic amount of PAGA penalties that could be levied against
21 Defendant within the relevant statutory period. Defendant, however, disputed Plaintiffs’ claims and
22 disputed both the existence of and extent of liability as alleged by Plaintiffs, which allowed PAGA
23 Counsel to further assess the strength of Plaintiffs’ claims. PAGA Counsel’s experience in litigating
24 similar representative wage and hour claims, the degree of investigation that was conducted here, and
25 the amount of data, information, and documents that was obtained, was sufficient to determine the
26 potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of
27 settlement.

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14. The Parties believe the Agreement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that the Agreement constitutes a compromise of Plaintiffs' PAGA claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the Action.

15. Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Agreement not become final. The Agreement reflects a compromise reached to end litigation in the Action. Following significant investigation and extensive settlement negotiations, Plaintiffs now seek approval of the proposed Agreement, which will resolve all representative claims alleged in the Action.

Notice to the LWDA

16. In accordance with California Labor Code sections 2699 *et. seq.*, a copy of the proposed Agreement was submitted to the LWDA via online submission through the LWDA's website on May 27, 2025. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 4**.

Summary of the Terms of the Settlement Agreement

17. For purposes of settlement only, the Parties have agreed that the “Aggrieved Employees” shall be defined as “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.” The “PAGA Period” is the period from January 18, 2023 through January 31, 2025. There are approximately Five Hundred Forty-Two (542) Aggrieved Employees.

18. The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of Four Hundred Seventy-Five Dollars and Zero Cents (\$475,000.00). The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) PAGA Counsel's fee award in the amount up to one-third (1/3) of the Gross Settlement Amount, equaling One Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$158,333.33); (2) PAGA Counsel's actual litigation costs and expenses in the amount of Fourteen Thousand One

1 Hundred Twenty-Seven Dollars and Nine Cents (\$14,127.09); (3) Representative Enhancement
2 Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (4) Administration
3 Expenses Payment, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

4 19. After the above-estimated amounts are deducted from the Gross Settlement Amount,
5 the Net Settlement Amount will amount to approximately Two Hundred Eighty-Two Thousand Five
6 Hundred Thirty-Nine Dollars and Fifty-Eight Cents (\$282,539.58), of which seventy-five percent
7 (75%), or Two Hundred Eleven Thousand Nine Hundred Four Dollars and Sixty-Eight Cents
8 (\$211,904.68), will be paid to the LWDA ("LWDA PAGA Payment"), and twenty-five percent (25%),
9 or Seventy Thousand Six Hundred Thirty-Four Dollars and Ninety Cents (\$70,634.90), will be
10 distributed and paid to Aggrieved Employees.

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

15 21. Within twenty (20) business days after entry of the Judgment, Defendant will fully fund
16 the Gross Settlement Amount by transmitting the funds to the Administrator.

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

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

1 24. 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 **The Agreement is Fair and Reasonable and Took Into Consideration the Strengths and**
8 **Weaknesses of Plaintiffs' Claims and the Defenses thereto, as well as the Risks and Benefits of**
9 **the Agreement**

10 25. Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the
11 Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA
12 claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length
13 and effort by counsel with significant experience in similar complex labor and employment matters.

14 26. This case and settlement address important employee protections embodied in the
15 California Labor Code. Plaintiffs' core allegations are that Defendant systematically violated the
16 California Labor Code by, *inter alia*, failing to pay overtime and minimum wages, provide compliant
17 meal and rest periods and associated premium payments, timely pay wages during employment and
18 upon termination, provide compliant wage statements, keep requisite payroll records, and reimburse
19 necessary business-related expenses.

20 27. Defendant maintained several defenses to Plaintiffs' theories of liability, which, if
21 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
22 Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and continues
23 to have, compliant employment policies and practices throughout the time period at issue. Defendant
24 denies that it ever violated any provision of the California Labor Code, including, but not limited to,
25 those sections for which Plaintiffs seek penalties under PAGA. Defendant further denied, and
26 continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other
27 than settlement. Defendant also challenged Plaintiffs' standing as aggrieved employees and denied
28 that any of Defendant's other employees whom Plaintiffs seek to represent are aggrieved. Defendant

1 also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties
2 if, based on the facts and circumstances of the particular case, to do otherwise would result in an award
3 that is “unjust, arbitrary and oppressive, or confiscatory.”

4 28. Even if violations of the California Labor Code occurred, which Defendant denies,
5 Defendant contended that said violations would only be considered “initial violations” and thus
6 heightened “subsequent violation” penalties were not warranted.

7 29. Defendant also contended that, with respect to PAGA claims, the Court was unlikely
8 to assess cumulative penalties for the maximum number of possible, separate California Labor Code
9 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
10 certain conduct may be regulated by multiple provisions of the California Labor Code that are
11 interrelated and work in tandem.

12 30. While Plaintiffs maintain that their PAGA claims have merit, in reaching the
13 Agreement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side’s
14 position, and the uncertainty of how the case might have concluded as litigation continued, at trial,
15 and/or upon appeal. The Agreement achieves a sizeable benefit obtained.

16 31. As set forth in the Motion, the California Labor Code does not set forth the criteria by
17 which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into
18 consideration some of the factors that courts use when reviewing a class action settlement.¹ “[A]
19 PAGA claim asserted on a non-class representative basis...is not considered a class action but a law
20 enforcement action, and therefore does not have to meet the requirements of [a class action].” *Casida*
21 *v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012). However, a
22 discussion of the strengths and weaknesses of each claim, along with an estimate of the total potential
23 recovery is as follows:

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28 ¹ As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

1 *i. Unpaid Wages*

2 32. Plaintiffs alleged that Defendant failed to compensate Plaintiffs and the Aggrieved
3 Employees at their applicable minimum, regular, and overtime rates for their work, and failed to
4 compensate them for all hours that they worked. For example, Plaintiffs alleged that Defendant
5 explicitly demanded that all of its drivers clean their vehicles after they had clocked-out of their shifts.
6 Further, Plaintiff Siler and other drivers reported that cleaning the vehicles generally took between 15-
7 30 minutes per shift.

8 33. Defendant denied these claims, arguing that its overtime policies and practices comply
9 with California. Defendant further contended that its non-exempt employees were responsible for
10 accurately recording their own hours and that it was not aware that any work had been performed off-
11 the-clock. Additionally, Defendant produced employee records evidencing paid overtime and double
12 time.

13 34. If a violation was found to have occurred in every one of the aggregate pay periods
14 within the relevant time period, the potential maximum exposure for this claim would be \$1,293,200².

15 *ii. Meal Periods*

16 35. Plaintiffs asserted that Defendant failed to provide employees with lawful meal periods.
17 For example, Plaintiff Siler reported that his and other drivers' meal periods were often late, short,
18 and/or non-existent due to unreasonable work demands. Additionally, Plaintiff Siler reported that
19 Defendant not only knew Plaintiff Siler and other drivers were unable to take meal breaks but also
20 explicitly instructed them to enter purportedly lawful mealtimes on their time records regardless of
21 whether they had in fact taken a timely, uninterrupted meal period of the requisite length. Also,
22 Plaintiff Delpilar reported that during periods of heavy call volume, he and other call center employees
23 were sometimes prevented from taking lawful meal periods.

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27 ² While the California Labor Code provides for \$100 for the first violation and up to \$250 for each subsequent violation
28 (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods
times a \$100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is
discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

1 36. Defendant argued that the Aggrieved Employees were permitted, if not encouraged, to
2 take their meal breaks. Defendant also argued that its written meal break policy was lawful and
3 employees' time records reflected that they took lawful meal periods. Moreover, litigating the meal
4 period claims would be inherently difficult as it would need to be proven that compliant meal periods
5 were not provided, but time records would not indicate whether or not a meal period was interrupted.

6 37. If a violation was found to have occurred in every one of the aggregate pay periods
7 within the relevant time period, the potential maximum exposure for this claim would be \$1,293,200.

8 *iii. Rest Periods*

9 38. Plaintiffs argued that Defendant failed to schedule, permit, or authorize compliant rest
10 periods. For example, Plaintiffs reported that Defendant denied Plaintiffs and Aggrieved Employees
11 the opportunity to take rest breaks due to work demands and obligations. Defendant denied these
12 claims, arguing that its rest break policies and practices comply with California law. Here, Plaintiffs
13 faced the challenge of having to prove each alleged rest period violation with only testimony from
14 Aggrieved Employees.

15 39. If a violation was found to have occurred in every one of the aggregate pay periods
16 within the relevant time period, the potential maximum exposure for this claim would be \$1,293,200.

17 *iv. Unreimbursed Business Expenses*

18 40. Plaintiffs alleged that Aggrieved Employees incurred necessary business expenses that
19 were never fully reimbursed by Defendant, including the use of their own cell phones to fulfill their
20 job responsibilities.

21 41. Defendant contended that it had a policy and practice of reimbursing employees for
22 necessary business-related expenses. Defendant further contended that, with respect to the alleged
23 expenses for which Plaintiffs and Aggrieved Employees never requested reimbursement from
24 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
25 incurred.

26 42. If a violation was found to have occurred in every one of the aggregate pay periods
27 within the relevant time period, the potential maximum exposure for this claim would be \$1,293,200.

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1 v. *Derivative Claims*

2 43. As with all derivative claims, success depends on the success of the underlying claims.
3 Here, Plaintiffs' claims for inaccurate wage statements, failure to pay all wages due during
4 employment and upon termination, and failure to keep requisite payroll records would only succeed if
5 the underlying claims for failure to pay wages for off-the-clock work, failure to pay overtime, and
6 failure to pay premiums for all meal and rest periods not lawfully provided were successful. Therefore,
7 these claims were subject to the same risks of failure as discussed above.

8 44. Again, if a violation was found to have occurred in every one of the aggregate pay
9 periods within the relevant time period, the potential maximum exposure for this claim would be
10 \$1,293,200.

11 vi. *Total PAGA Penalties*

12 45. PAGA Counsel considered information obtained through investigations and obtained
13 from Plaintiffs and Aggrieved Employees, as well as data provided by Defendant, and created
14 valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims
15 were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could
16 be shown that civil penalties under the California Labor Code are owed of one penalty per pay period
17 during the relevant time period, Defendant's estimated total exposure in theory would exceed several
18 million dollars. However, PAGA Counsel considered the fact that, by law, the Court has the discretion
19 to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply,
20 and that stacking and/or cumulative penalties may not be allowed. Based thereon and the application
21 of one penalty per pay period in the relevant time period, the estimated total exposure was \$1,293,200.
22 PAGA Counsel then considered the defenses asserted, information and evidence obtained, and
23 circumstances in this case, which posed risks to representative adjudication and monetary recovery.
24 Accordingly, a discount of 40% was applied to account for the risks associated with proving the
25 underlying violations and the cost and delay in recovering the alleged potential penalties (bringing the
26 value of this claim closer to \$775,920), and a discount of 30% was applied to account for the risks
27 associated with succeeding on the merits and establishing liability (bringing the value of this claim
28 closer to \$543,144). In light thereof, the Gross Settlement Amount of \$475,000.00 is a significant

1 settlement.

2 **The Amount in the Settlement Agreement**

3 46. The Net Settlement Amount is currently estimated to be Two Hundred Eighty-Two
4 Thousand Five Hundred Thirty-Nine Dollars and Fifty-Eight Cents (\$282,539.58). After all
5 deductions from the Gross Settlement Amount are made for the PAGA Counsel Fees Payment, PAGA
6 Counsel Litigation Expenses Payment, Representative Enhancement Payment, and Administration
7 Expenses Payment, Two Hundred Eleven Thousand Nine Hundred Four Dollars and Sixty-Eight Cents
8 (\$211,904.68) (i.e. 75% of the Net Settlement Amount) will go to the LWDA, and Seventy Thousand
9 Six Hundred Thirty-Four Dollars and Ninety Cents (\$70,634.90) (i.e. 25% of the Net Settlement
10 Amount) will go to the Aggrieved Employees, as required by California Labor Code § 2699(i) in effect
11 at the time of this matter (“civil penalties recovered by aggrieved employees shall be distributed as
12 follows: 75 percent to the Labor and Workforce Development Agency . . . and 25 percent to the
13 aggrieved employees.”). There is no reason to doubt the fairness of the proposed plan of allocation of
14 the Net Settlement Amount as it fully complies with California Labor Code section 2699(i).

15 47. The Agreement is a compromise of highly disputed claims. Plaintiffs and their counsel
16 recognize the expense and length of continued proceedings necessary to litigate the matter through
17 trial and any possible appeals. Plaintiffs and their counsel have also taken into account the uncertainty
18 and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation.
19 Plaintiffs and their counsel are also aware of the burdens of proof necessary to establish liability, both
20 generally and in response to Defendant’s defenses thereto, and the difficulties in establishing
21 Defendant’s liability for, and the right to recover, penalties on behalf of Plaintiffs, the State of
22 California, and other Aggrieved Employees. Plaintiffs and their counsel have also taken into account
23 Defendant’s agreement to enter into a settlement that confers significant relief upon the Aggrieved
24 Employees and the State of California. Considering all of the facts in this case, Plaintiffs and their
25 counsel have determined that the Agreement represents a fair, adequate, and reasonable resolution of
26 the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the State of
27 California.

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1 48. The result achieved in this case is well within the range of what is considered an
2 acceptable settlement under the circumstances, especially when compared to the settlement of PAGA
3 claims in other cases.

4 **The Agreement was Negotiated by Experienced Counsel**

5 49. In the view of PAGA Counsel, the benefits conferred by the Agreement are eminently
6 fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees
7 in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits
8 provided for by the Agreement.

9 50. Here, the extent of informal discovery conducted was sufficient to enable PAGA
10 Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. The
11 settlement negotiations were conducted by highly capable and experienced counsel. PAGA Counsel
12 are respected members of the bar with strong records of vigorous and effective advocacy, and are
13 experienced in handling complex wage and hour class action litigation. Accordingly, PAGA Counsel
14 had sufficient information and experience to act intelligently in negotiating the Agreement.

15 **The Requested Attorneys' Fee Award are Fair and Reasonable**

16 51. PAGA Counsel's application for attorneys' fee award in light of the facts and
17 circumstances surrounding this matter is well-within the range of reasonableness. PAGA Counsel has
18 vigorously litigated this matter since it was commenced, with the very real possibility of an
19 unsuccessful outcome and no fee recovery of any kind.

20 52. In the present case, PAGA Counsel has borne all of the risks and costs of litigation and
21 will not receive any compensation until recovery is obtained. PAGA Counsel is experienced in
22 complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiffs,
23 the Aggrieved Employees, and the State of California. Considering the amount of fees requested,
24 work performed, risks incurred, and experience of PAGA Counsel in handling similar matters,
25 Plaintiffs maintain that the requested attorneys' fee award of one-third (1/3) of the Gross Settlement
26 Amount (i.e., \$158,333.33) are reasonable and should be awarded.

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1 53. The effectiveness of PAGA Counsel’s prosecution of this matter has translated into
2 tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will
3 obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years
4 for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other
5 representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3)
6 significant savings in PAGA Counsel’s fees and/or costs that would have only increased significantly
7 had the case progressed through trial and/or appeals.

8 54. PAGA Counsel is experienced in complex representative and class action wage-and-
9 hour litigation. Blackstone Law, APC (“Blackstone”) has been counsel of record on several class
10 action and PAGA actions that have since been resolved, the most recent of which are attached hereto
11 as **Exhibit 5**. The attorneys who worked on this matter are all experienced in litigating wage and hour
12 matters as follows:

13 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
14 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
15 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
16 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
17 associate and remained employed there from September 2008 through August 2015. During his
18 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
19 employment, corporate, entertainment, and general business litigation matters, though his primary area
20 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
21 those cases, he was the only or primary attorney managing the case and thus obtained extensive
22 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
23 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
24 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
25 motions and pleadings, including dispositive and certification motions; strategized on all cases;
26 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
27 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
28 other intricate facets of litigation. During that time, he represented a wide range of clients from sole

1 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
2 the cases he managed were highly publicized, with articles written about them in the Los Angeles
3 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
4 regularly honored him as a Southern California Rising Star since 2012. He is currently the managing
5 partner of Blackstone overseeing roughly 500 labor and employment cases, approximately 80% of
6 which include a wage and hour component. The majority of those cases are wage-and-hour putative
7 class actions or representative PAGA actions seeking relief on behalf of thousands of California
8 employees. His billable rate is \$1,150, which is well within the prevailing rate for attorneys with his
9 experience in this area of practice in Southern California.

10 b. Miriam L. Schimmel is a 28-year litigator who joined Blackstone in June 2022,
11 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
12 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
13 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
14 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
15 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
16 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
17 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
18 class actions and representative actions pursuant to PAGA, as well as individual actions based on
19 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
20 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
21 employers/businesses. On many of those cases, she was the senior lead attorney managing the
22 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
23 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
24 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
25 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
26 strategized on all cases; participated in and directed communication with class members; attended
27 hearings; led and participated in mediations; coordinated with class action administrators; prepared
28 and worked with experts; and engaged in all other related aspects of litigation in state, federal,

1 complex, and appellate courts. Her billable rate is \$1,050, which is well within the prevailing rate for
2 attorneys with her experience in this area of practice in Southern California.

3 c. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
4 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
5 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.
6 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
7 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
8 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
9 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is
10 reasonable based on her education and experience and is in line with the market rate.

11 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
12 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
13 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
14 in December of 2019 and the State Bars of New York and New Jersey in 2023. I have worked on
15 many wage and hour class action and PAGA representative matters, and my work has included, *inter*
16 *alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
17 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and
18 analysis, and making court appearances. My hourly rate of \$695 is reasonable based on my education
19 and experience and is in line with the market rate.

20 e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
21 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
22 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at
23 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the
24 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
25 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
26 individual and class action cases. He was most recently recognized as a 2025 Southern California
27 Rising Star by Super Lawyers. His hourly rate of \$650 is reasonable based on his education and
28 experience and is in line with the market rate.

f. Alex Favela also joined Blackstone from a highly reputable employment law firm. He graduated from John Hopkins University with a Bachelor of Arts degree in 2016 and from Stanford Law School with a Juris Doctor Degree in 2021. He was admitted to the State Bar of California in June 2022. His hourly rate of \$650 is reasonable based on his education and experience and is in line with the market rate.

g. Jasmine Y. Kianfard recently joined Blackstone. She received her Bachelor of Arts degree from California State University, Fullerton in 2015, her Master of Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler School of Law in 2021. She was admitted to the State Bar of California in 2023. Her hourly rate of \$550 is reasonable based on her education and experience and is in line with the market rate.

55. Blackstone has spent approximately 224 total hours litigating this matter. To date, our total fees incurred amount to \$184,328. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings and informal discovery; reviewing documents; preparing for and attending mediation; and facilitating the settlement by negotiating the settlement documents and drafting documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	18.50	\$1,150	\$21,275
Miriam L. Schimmel	Senior Counsel	65.70	\$1,050	\$68,985
Joana Fang	Senior Associate	31.40	\$750	\$23,550
Alexandra Rose	Senior Associate	38.40	\$695	\$26,688
Jared C. Osborne	Associate	50.30	\$650	\$32,695
Alex Favela	Associate	3	\$650	\$1,950
Jasmine Y. Kianfard	Associate	16.70	\$550	\$9,185

///

1 56. We expect to spend an additional 10 hours (\$10,500) in connection with finalizing the
2 Motion, preparing for the approval hearing, and managing the Agreement through its conclusion,
3 including anticipated communications with defense counsel, the Administrator, and our clients. Based
4 thereon, the total amount of PAGA Counsel's fees through closure of this matter are estimated to be
5 approximately \$194,828.

6 **The Requested Attorneys' Costs and Expenses are Fair and Reasonable**

7 57. The Agreement provides for reimbursement of litigation costs and expenses of up to
8 Twenty Thousand Dollars and Zero Cents (\$20,000.00). PAGA Counsel seeks reimbursement of a
9 total of Fourteen Thousand One Hundred Twenty-Seven Dollars and Nine Cents (\$14,127.09) in
10 litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and
11 expenses is attached hereto as **Exhibit 6**. This amount was reasonable and necessary in the prosecution
12 of this matter.

13 **The Administration Costs are Fair and Reasonable**

14 58. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to
15 approval by the Court, ILYM Group, Inc. to handle the administration of the Agreement. The fees
16 and expenses of the Administrator are estimated not to exceed Ten Thousand Dollars and Zero Cents
17 (\$10,000.00). These costs include, but are not limited to, expenses for preparing, printing, and mailing
18 the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the
19 returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries
20 from Aggrieved Employees regarding the Agreement, among other things. Accordingly, the Court
21 should grant approval of the Administration Expenses Payment in the amount of *up to* Ten Thousand
22 Dollars and Zero Cents (\$10,000.00) to ILYM Group, Inc., a necessary third-party for handling the
23 settlement process.

24 **The Representative Enhancement Payment Is Fair and Reasonable**

25 59. As part of the Settlement Agreement, Plaintiff Siler respectfully requests a reasonable
26 Representative Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to
27 Plaintiff Siler. This Representative Enhancement Payment is eminently reasonable given the time and
28 effort Plaintiff Siler spent on this matter, his services on behalf of the State of California and the

1 Aggrieved Employees, and his broader, general release of claims.

2 60. Plaintiff Delpilar has executed a separate agreement to settle and resolve his individual
3 claims with Defendant.

4 61. By initiating and pursuing the Action, Plaintiff Siler stepped into the shoes of the State
5 of California and undertook the responsibilities of serving in a representative capacity. Plaintiff Siler
6 was available whenever PAGA Counsel needed him and actively tried to obtain information that
7 would benefit the prosecution of the Action.

8 62. Accordingly, Plaintiff Siler respectfully submits that it is appropriate and just for
9 Plaintiff Siler to receive a Representative Enhancement Payment in the amount of Ten Thousand
10 Dollars and Zero Cents (\$10,000.00) in addition to the Individual PAGA Payment he will receive as
11 an Aggrieved Employee, for his services on behalf of the State of California and the other Aggrieved
12 Employees, as well as for his broader, general release of claims.

13 **Pending Actions**

14 63. Neither I nor Plaintiffs are aware of any other pending matter or action asserting claims
15 that will be extinguished or adversely affected by the Agreement.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct.

18 Executed on June 5, 2025, at New York, New York.

19
20 

21 _____
Alexandra Rose

EXHIBIT 1

January 18, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Damon Siler v. Call-The-Car dba Call The Car; Call-The-Car, LLC dba Call The Car*

To Whom It May Concern:

This office represents Damon Siler (“Claimant”) with respect to their claims under the California Labor Code against Call-The-Car (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Damon Siler from approximately December 2022 to August 2023 as a non-exempt, hourly-paid employee. Claimant worked as a Driver for Employers and was based out of Employers’ facility located at 3100 New York Drive, Ste 100, Pasadena, CA 91107 and 14750 Foothill Blvd, Fontana, California 92335.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things, (1) working through meal periods performing driver job duties and (2) driving the van to the car wash to clean and restock it, and then driving the van back to the worksite after clocking out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and

(7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train

Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phone for work related communications, and the purchase of gloves and mask for work related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including

but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Call-The-Car Agent for Service: Michelle A. Tyson 2589 E Washington Blvd Pasadena, CA 91107	Call-The-Car, LLC Agent for Service 2589 E Washington Blvd Pasadena, CA 91107
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EXHIBIT 2



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Miriam Schimmel, Esq.
mschimmel@blackstonepc.com

May 30, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: AMENDED PAGA LETTER

Damon Siler v. Call-The-Car dba Call The Car; Call-The-Car, LLC dba Call The Car

Case Number: LWDA-CM-1005745-24

To Whom It May Concern:

On January 18, 2024, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA), Call-The-Car dba Call The Car, and Call-The-Car, LLC dba Call The Car on behalf of Damon Siler (“Mr. Siler”) that Mr. Siler may allege a cause of action under PAGA in a civil action against Call-The-Car dba Call The Car and Call-The-Car, LLC dba Call The Car (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”).

On March 25, 2024, Mr. Siler filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. in the action entitled *Damon Siler v. Call-The-Car dba Call The Car and Call-The-Car, LLC dba Call The Car*, Los Angeles County Superior Court Case No. 24STCV07514 (“Action”) alleging one cause of action under PAGA. On May 20, 2024, Call-The-Car, LLC dba Call The Car was dismissed from the Action without prejudice.

We write to inform you that we have been retained by Aristotle Delpilar (“Mr. Delpilar”) who was employed by Employers as a Customer Service Representative from approximately June 2023 to present at Employers’ location at 21950 Cobbly Drive, Diamond Bar, CA 91765. Mr. Delpilar intends to be added to the Action as a named plaintiff and seek penalties for violations of the California Labor Code which are recoverable under PAGA. Mr. Delpilar seeks these penalties on behalf of himself and in a representative capacity on behalf of the State of California and all

current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”).

As detailed below, Employers violated several of California’s wage and hour laws during Mr. Siler and Mr. Delpilar’s (collectively “Claimants”) employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee’s regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee’s regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock including, among other things, (1) working through meal periods performing driver job duties and (2) driving the van to the car wash to clean and restock it, and then driving the van back to the worksite after clocking out. Employers failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimants and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimants and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime

wages) to Claimants and Aggrieved Employees.

Employers also failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved

Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimants and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete

rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with

the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phone for work related communications, and the purchase of gloves and mask for work related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimants and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimants and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimants and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimants have standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer

for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimants, as “aggrieved” employees affected by at least one Labor Code violation may, and hereby do, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimants hereby provide notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimants may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A).

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW, APC

Miriam L. Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt
Requested

Call-The-Car dba Call The Car
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2589 E Washington Blvd
Pasadena, CA 91107

cc: By E-Mail

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EXHIBIT 3

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. RECITALS

- 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's 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 returned 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. **RELEASES OF CLAIMS.** 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. **Plaintiff Damon Siler's Release.** 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: *Jessica Prather*
Call-The-Car *dba* Call The Car
By: Jessica Prather
Its: CEO

Approved as to Form:

Dated: May 14, 2025

BLACKSTONE LAW, APC
By: *Alexandra Rose*
Alexandra Rose, Esq.
Attorney for Plaintiffs and Aggrieved
Employees

Dated: May 15, 2025

ERVIN COHEN & JESSUP LLP
By: *Kelly Scott*
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].

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde DIR PAGA Unit <no-reply@formassembly.com>

Fecha Mar 27 May 2025 11:50

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

05/27/2025 11:49:46 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

EXHIBIT 5

- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to

PAGA.

- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 6

Date	Type of Expense	Description of Expense	Amount
		<i>Siler v. Call-the-Car</i>	
1/3/2024	Mailing	Records Request to Call the Car	\$8.53
1/18/2024	Mailing	PAGA Letter to Call the Car	\$8.53
1/18/2024	Mailing	PAGA Letter to Call the Car (Agent)	\$8.53
1/25/2024	Filing	Steno: Class Action Complaint	\$1,997.20
4/3/2024	Filing	Steno: Joint ISC Response Statement	\$59.95
2/23/2024	Filing/Service	Steno: Personal Service of Class Action Complaint/Filing of POS of Summons - Call the Car	\$232.95
2/23/2024	Filing/Service	Steno: Personal Service of Class Action Complaint/Filing of POS of Summons - Call the Car LLC	\$232.95
3/25/2024	Filing	Steno: PAGA Complaint	\$647.20
5/1/2024	Filing	Steno: Notice and Acknowledgment of Receipt	\$59.95
5/3/2024	Filing	Steno: Request for Dismissal of Defendant Call-the-Car, LLC dba Call the Car/Declaration	\$59.95
5/14/2024	Filing	Steno: Notice of CMC	\$59.95
5/30/2024	Mailing	Amended PAGA Letter to Call the Car	\$8.69
5/30/2024	Mailing	Amended PAGA Letter to Call the Car to Ervin Cohen & Jessup LLP	\$8.69
6/10/2024	Filing	Steno: Joint Further Status Conference Statement	\$99.95
6/27/2024	Filing	Steno: Request for Dismissal/Declaration	\$59.95
8/7/2024	Filing	Steno: Joint Stipulation to Amend Complaint (Rejected)	\$59.95
8/14/2024	Filing	Steno: Notice of CMC	\$59.95
8/15/2024	Filing	Steno: Joint Stipulation to Amend Complaint	\$86.95
8/16/2024	Filing	Steno: First Amended Complaint	\$59.95
9/12/2024	Other	Case Anywhere	\$130.83
9/27/2024	Mediation	JAMS	\$9,500.00
9/27/2024	Mailing	Payment to JAMS	\$0.69
12/11/2024	Other	Case Anywhere	\$147.00
3/13/2025	Other	Case Anywhere	\$147.00
3/14/2025	Filing	Steno: Notice of Settlement	\$59.95
3/28/2025	Filing	Steno: Joint Post-Mediation Status Conference Statement	\$59.95
4/16/2025	Other	Case Anywhere	\$61.00
	Filing	Estimated Cost - Steno: Motion for Approval of PAGA Settlement & Supporting Documents	\$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order	\$59.95
Total:			\$14,127.09