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29 PARK HOLDING (PHI) SERVICE, LLC,

30 PARK 'N FLY, LLC; and PNF-LAX, INC.

31 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

32 **FOR THE COUNTY OF LOS ANGELES**

33 JOAQUIN CARRERA, JUAN RAMIREZ,
34 ARREDONDO FRANCISCO, and EUNICE
35 YVETTE RICHIE on behalf of themselves and
36 others similarly situated.

37 PLAINTIFFS,

38 vs.

39 PARK HOLDING (PHI) SERVICE, LLC;
40 PARK 'N FLY, LLC; PARK 'N FLY, INC.
41 WHICH WILL DO BUSINESS IN
42 CALIFORNIA AS PARK 'N FLY, INC.
43 (DELAWARE); PARK HOLDING, INC.; PNF-
44 LAX, INC.; and DOES 1 to 100, Inclusive.

45 DEFENDANTS.

Case No.: 20STCV04732

*[Assigned for all purposes to the Amy D.
Hogue, Dept. 7]*

**JOINT STIPULATION OF CLASS AND
PAGA SETTLEMENT AND RELEASE**

1 This Joint Stipulation of Class and PAGA Settlement and Release (the “Settlement”) is made
2 and entered into by and among: (a) Plaintiffs JOAQUIN CARRERA, JUAN RAMIREZ,
3 ARREDONDO FRANCISCO, and EUNICE YVETTE RICHIE (“Plaintiffs”), individually and on
4 behalf of each member of the “Settlement Class” (as defined below); and (b) Defendants PARK
5 HOLDING (PHI) SERVICE, LLC, PARK ‘N FLY, LLC, PARK ‘N FLY, INC., PARK HOLDING,
6 INC., and PNF-LAX, INC. (“Defendants”).

7 **I. BACKGROUND; DENIALS OF LIABILITY**

8 On February 5, 2020, Plaintiffs filed a class action complaint against Defendants for alleged
9 violations of the California Labor Code in the Los Angeles County Superior Court Case No.
10 20STCV04732, (“Class Action”).

11 On February 20, 2020, Plaintiffs filed a First Amended Complaint.

12 On August 5, 2020, Plaintiffs filed a separate representative action for civil penalties
13 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
14 in the Los Angeles County Superior Court Case No. 20STCV29632 (“PAGA Action”) (together the
15 Class Action and PAGA Action are the “Action”).

16 In the Action, Plaintiffs allege, among other things, claims on behalf of non-exempt
17 employees who worked for Defendants in California. More particularly, Plaintiffs allege, among
18 other things, that Defendants had, with respect to them individually and/or other members of the
19 public similar situated, among other things, failed to give required written notice of mass layoff in
20 violation of Labor Code section 1400, *et seq.*; failed to pay split-shift premium wages in violation
21 of Labor Code sections 1194, 1197, and Wage Order 9; owed statutory penalties for failure to
22 provide accurate wage statements; owed waiting time penalties for failure to timely pay employees
23 all earned and unpaid wages due upon separation of employment; owed applicable civil penalties;
24 and owed civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”). In the
25 Action, Plaintiffs seek on behalf of the class monetary relief (including damages, restitution, and
26 penalties) and other relief.

27 On July 21, 2021, Plaintiffs and Defendants participated in a formal mediation session with
28 well-respected wage and hour mediator Todd A. Smith, Esq. where the parties reached the

1 settlement of the Action described herein. This Joint Stipulation of Settlement, among other things,
2 resolves and settles on behalf of the “Settlement Class” as defined below all claims asserted in the
3 operative complaints in Action. Defendants deny, on behalf of themselves and each of the “Released
4 Parties” as defined below, each and all such claims whether asserted or to be asserted by Plaintiffs
5 individually or on behalf of any putative class or represented group. Also, Defendants, on behalf of
6 themselves and each of the Released Parties: deny that any Released Party is liable in any way to
7 Plaintiffs or any putative member of any class or any represented group; denies that Plaintiffs or any
8 putative member of any class or any represented group is entitled to any monetary compensation or
9 payment of any kind (or any other form of relief) under California, federal, or any other law; and
10 deny that Plaintiffs or any putative member of any class or any represented group are, were, or could
11 have been harmed by any conduct, acts, or omissions by Defendants or any Released Party.
12 Defendants also deny that any of the settled claims could ever properly be certified as a class in any
13 contested certification proceedings or could proceed as a representative action. However,
14 Defendants have concluded that further litigation would be uncertain, protracted, and expensive,
15 and therefore desires to settle all the claims being released in order to limit further cost,
16 inconvenience, uncertainty, and distraction.

17 **II. DEFINITIONS**

18 As used in this Settlement, the following terms have the meanings specified below. Terms
19 or phrases defined elsewhere in this Settlement are incorporated into this Definitions section by
20 reference:

21 1. “Class Counsel” refers to Joseph Lavi, Vincent Granberry, Anwar Burton, and
22 Melissa A. Huether of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills,
23 California 90211.

24 2. “Class Notice” means the notice of this Settlement, substantially in the form of
25 **Exhibit A**, to be sent to Settlement Class Members to notify them of this Settlement and their right
26 to Opt Out.

27 3. “Class Period” means the time period from and including February 5, 2016 through
28 July 21, 2021.

1 4. “Defendants” means Defendants PARK HOLDING (PHI) SERVICE, LLC, PARK
2 ‘N FLY, LLC, PARK ‘N FLY, INC., PARK HOLDING, INC., and PNF-LAX, INC.

3 5. “Effective Date” means the date on which the Superior Court’s judgment approving
4 this Settlement becomes “Final.”

5 6. “Final” means the following with respect to the Superior Court’s Final Class
6 Judgment approving this Settlement:

7 A. The 65th calendar day after notice of entry of the Final Class Judgment, plus
8 any extension of the time to appeal resulting from the filing of a motion that extends the deadline to
9 appeal (assuming no appeal, writ or other request for appellate review is filed within the foregoing
10 time period).

11 B. If any appeal, writ, or other request for appellate review is filed within the
12 foregoing time period, the date when that appeal, writ, or request for appellate review is finally ruled
13 upon, denied, or dismissed, and no other appeal, writ or appellate review is possible.

14 7. “Final Class Judgment” means the judgment to be entered by the Superior Court
15 approving this Settlement without material change, confirming the releases of claims by
16 Participating Class Members, and finally resolving the Action.

17 8. “Individual Settlement Payment” means the amount to be allocated under this
18 Settlement to individual Settlement Class Members as calculated below.

19 9. “Maximum Settlement Amount” means the maximum amount to be paid under this
20 Settlement is Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) which includes
21 settlement payments to Participating Class Members, Attorneys’ Fees and Costs, Enhancement
22 Payment, allocation to penalties pursuant to PAGA, and Settlement Administration Costs. The
23 Maximum Settlement Amount does not include the employers share of payroll taxes which
24 Defendants have agreed to pay separately and in addition to Maximum Settlement Amount.

25 10. “Net Settlement Amount” means the Maximum Settlement Amount less the
26 following amounts: (1) Attorneys’ Fees and Costs to Class Counsel; (2) Enhancement Payments to
27 Plaintiffs; (3) Settlement Administration Costs to the Settlement Administrator; and (4) PAGA
28 Settlement Amount.

1 11. “Opt Out(s)” means any Settlement Class Member who submits a complete and
2 timely request to be excluded from this Settlement, by submitting a Request for Exclusion under the
3 procedures set forth below.

4 12. “PAGA Period” means February 5, 2018 through July 21, 2021.

5 13. “Participating Class Member” means any Settlement Class Member who does not
6 submit a timely Request for Exclusion under the procedures set forth below.

7 14. “Parties” means Defendants, Plaintiffs, and the Settlement Class.

8 15. “Plaintiffs” means Plaintiffs JOAQUIN CARRERA, JUAN RAMIREZ,
9 ARREDONDO FRANCISCO, and EUNICE YVETTE RICHIE.

10 16. “Released Parties” means: (a) Defendants PARK HOLDING (PHI) SERVICE, LLC,
11 PARK ‘N FLY, LLC, PARK ‘N FLY, INC., PARK HOLDING, INC., and PNF-LAX, INC., and
12 each and all past or present partners, parents, subsidiaries, or affiliates (regardless whether such
13 partners, parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited
14 partnerships, limited liability companies, or other forms of entity) of Defendants; (b) each and all of
15 the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any
16 other individuals or entities of any kind, including but not limited to any payroll companies, which
17 have been or could be alleged to be in any manner responsible (whether on an alter ego, joint
18 employer, integrated enterprise, or any other theory) for any violations described in the releases
19 below and occurring as a result of employment; and (d) all past and present directors, officers,
20 representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any
21 of the individuals or entities identified in subparagraphs (a), (b), or (c).

22 17. “Request for Exclusion” means a Settlement Class Member’s request, in writing, for
23 exclusion from the Settlement.

24 18. “Response Deadline” means the last date for Settlement Class Members to postmark,
25 for return to the Settlement Administrator, Requests for Exclusion or Objections. The Response
26 Deadline shall be forty-five (45) days after the Settlement Administrator has postmarked the Class
27 Notice for mailing to Settlement Class Members, subject to adjustment in the case of re-mailings,
28 as specified in Section XVI below.

1 19. “Settlement” means the settlement reflected in and to be effectuated through this
2 Joint Stipulation of Settlement.

3 20. “Settlement Class” means any and all current and former hourly non-exempt
4 employees of Defendant in California during Class Period or PAGA Period.

5 21. “Settlement Class Members” means all members of the Settlement Class, including
6 any Opt Outs.

7 22. “Settlement Administrator” refers to CPT Group, an independent third party agreed
8 to by the Parties and paid out of the Maximum Settlement Amount, as described below, to perform
9 the notice, settlement administration, and distribution functions further described in this Joint
10 Stipulation of Settlement.

11 23. “Superior Court” means the Los Angeles County Superior Court.

12 **III. THE SETTLEMENT CLASS**

13 For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under the
14 procedures described below, the Superior Court’s approval of certification of the following
15 “Settlement Class”: any and all current and former non-exempt employees of Defendants in
16 California during Class Period. The Settlement Class shall include any heirs, successors, or assigns
17 or purported assigns of the above-described persons.

18 **IV. MAXIMUM SETTLEMENT AMOUNT**

19 The maximum amount to be paid under this Settlement is Two Hundred Fifty Thousand
20 Dollars and No Cents (\$250,000.00) (i.e., Maximum Settlement Amount).

21 This Settlement is based on approximately 56,000 workweeks during the Class Period.
22 Should the number of such workweeks as of the end of the Class Period exceed such stated number
23 by more than 10% (i.e., there are more than 61,600 workweeks), Defendants shall increase the
24 Maximum Settlement Amount by an equal percentage above 10%, such that, for example, if the
25 number of workweeks increases by 12%, the Maximum Settlement Amount due and owing by
26 Defendants shall increase by 2%.

27 The Maximum Settlement Amount shall be used to pay all of Class Counsel’s Attorneys’
28 Fees and Costs, all Costs of Settlement Administration, Enhancement Payment paid to Plaintiffs, all

1 payments to the California Labor Workforce and Development Agency, all settlement payments to
2 Participating Class Members, and the employee's share of all "Wage Withholdings" (as defined
3 below) on such payments. No Released Party shall be required to pay anything above or beyond the
4 Maximum Settlement Amount, under any circumstance, as a result of this Settlement, except
5 Defendants' obligation to pay the employer's share of payroll taxes with respect to Participating
6 Class Members' Individual Settlement Payments.

7 **V. PAYMENT TO PLAINTIFFS OF ENHANCEMENT PAYMENTS AND TO**
8 **PLAINTIFFS FOR A GENERAL RELEASE**

9 Plaintiffs will apply to the Superior Court for approval of Enhancement Payments in the
10 amount of no more than Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) each
11 ("Enhancement Payments"). Defendants will not oppose Class Counsel's request of Enhancement
12 Payments up to this specific amount, and the Settlement Administrator will pay Plaintiffs (from the
13 Maximum Settlement Amount) the Enhancement Payments as awarded by the Superior Court.
14 Plaintiffs understand and agree that the Superior Court may in its discretion award a lesser amount
15 as enhancement fees, and Plaintiffs agree that they will accept whatever amount, if any, the Superior
16 Court may in its discretion award as Enhancement Payments. If Plaintiffs receive enhancement fees
17 in less than the agreed-upon amount, any such reduction shall constitute part of the amount to be
18 distributed pursuant to Section IX as described below.

19 Plaintiffs agree that the Enhancement Payments awarded to Plaintiffs are not a wage
20 payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their
21 Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all
22 applicable taxes on their Enhancement Payments. Plaintiffs agree to indemnify the Released Parties
23 for any tax obligations arising out of payments to them of his Enhancement Payments. The
24 Enhancement Payments are in addition to the Individual Settlement Payments to be paid to
25 Plaintiffs. The enhancement fees represent payment for the time incurred and services rendered by
26 Plaintiffs on behalf of the Settlement Class in obtaining this Settlement.

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1 **VI. ATTORNEYS' FEES AND COSTS**

2 Class Counsel will apply to the Superior Court for approval of reasonable attorneys' fees
3 incurred for representing Plaintiffs and the Settlement Class in the Action in an amount not to exceed
4 one-third of the Maximum Settlement Amount, or a maximum total of Eighty-Three Thousand
5 Three Hundred Thirty-Three Dollars ("Attorneys' Fees"). Class Counsel will also apply to the
6 Superior Court for an award of actual costs in an amount of not more than Twenty Thousand Dollars
7 (\$20,000) (together, "Attorneys' Fees and Costs"). Defendants will not oppose Class Counsel's
8 request for an award of Attorneys' Fees and Costs up to the specified amounts, and the Settlement
9 Administrator will pay Class Counsel (from the Maximum Settlement Amount) the fees and costs
10 awarded by the Superior Court up to the specified amounts. In the event that the escalator clause
11 described in section IV herein is triggered and the Maximum Settlement Amount is increased, Class
12 Counsel may, in its discretion, increase its Attorneys' Fees in order to remain one-third of the
13 Maximum Settlement Amount.

14 Class Counsel and Plaintiffs understand and agree that the Superior Court may in its
15 discretion award lesser amounts in Attorneys' Fees and Costs than requested by Class Counsel. If
16 Class Counsel receive Attorneys' Fees or Costs less than the specified amounts, any such reduction
17 shall not revert to Defendants but shall instead constitute part of the amount to be distributed
18 pursuant to Section IX below.

19 The amounts so awarded shall be for and in complete satisfaction of all attorneys' fees and
20 costs incurred to date by Plaintiffs and/or Class Counsel on behalf of Plaintiffs and the Settlement
21 Class, and of all such future fees and costs including, but not limited to, fees and costs incurred in
22 documenting this Settlement, securing Superior Court approval of this Settlement, monitoring this
23 Settlement, reviewing and participating in the settlement administration process, and obtaining the
24 Final Class Judgment.

25 The Settlement Administrator will give Class Counsel an IRS Form 1099 for the Attorneys'
26 Fees and Costs awarded. Class Counsel understand and agree that they shall be solely responsible
27 for any and all taxes and/or penalties arising from payment of the costs and attorneys' fees provided
28 herein. Not later than the Effective Date, Class Counsel shall provide a fully and properly executed

1 IRS Form W-9 for purposes of the payments which the Settlement Administrator will electronically
2 wire to Class Counsel.

3 **VII. SETTLEMENT ADMINISTRATION AND EXPENSES**

4 The Parties have agreed to use CPT Group to administer the settlement and have allocated
5 Fifteen Thousand Dollars (\$15,000) to reimbursement of costs for administration which will be paid
6 from the Maximum Settlement Amount (“Settlement Administration Costs”). If the allocated
7 Settlement Administration Costs exceed the actual costs sought by the Settlement Administrator,
8 the excess will remain part of the Net Settlement Amount. The Settlement Administrator shall send
9 the Class Notice to Settlement Class Members and prepare and issue the checks to Participating
10 Class Members for their Individual Settlement Payments and to PAGA Employees for their
11 Individual PAGA Payment (the terms “PAGA Employees” and “Individual PAGA Payment” are
12 defined below), to Class Counsel for Attorneys’ Fees and Costs, to Plaintiffs for their Enhancement
13 Payments, and to the California Labor Workforce Development Agency (“LWDA”) (all as specified
14 above or below). The Settlement Administrator shall establish a Qualified Settlement Fund, pursuant
15 to Treasury Regulations section 1.468B for purposes of distributing these amounts. The Settlement
16 Administrator shall file all required tax returns for the Qualified Settlement Fund, and shall
17 calculate, and then remit to appropriate taxing and other governmental authorities, all amounts to be
18 deducted or paid on account of the Individual Settlement Payments, including employee’s share of
19 “Wage Withholdings,” as more specifically described and defined below. The Settlement
20 Administrator shall provide appropriate indemnities against mistakes or inaccuracies in such tasks
21 and against any misuse or breach of confidentiality for Settlement Class Members’ social security
22 numbers, telephone numbers, addresses, or other private information. The Settlement Administrator
23 shall perform all other tasks necessary to administer the Settlement. All disputes relating to the
24 Settlement Administrator’s performance of its duties shall be referred to the Superior Court for a
25 final and binding determination, not subject to further review or appeal of any kind.

26 **VIII. PAYMENTS TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

27 The Parties have agreed to pay a certain sum to the California Labor and Workforce
28 Development Agency (“LWDA”) in connection with the Labor Code Private Attorneys General Act

1 of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that a total of Thirty-
2 Five Thousand Dollars and No Cents (\$35,000.00) of the Maximum Settlement Amount will be
3 allocated to the resolution of Class Members’ claims arising under PAGA for the PAGA Period
4 (“PAGA Settlement Amount”). Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty-Six
5 Thousand Two Hundred Fifty Dollars and No Cents (\$26,250.00), of the PAGA Settlement Amount
6 will be paid to the LWDA (“LWDA Payment”), and Twenty-Five Percent (25%), or Eight Thousand
7 Seven Hundred Fifty Dollars and No Cents (\$8,750.00), of the PAGA Settlement Amount shall be
8 distributed to Settlement Class Members who were employed during the PAGA Period (“PAGA
9 Employees”) as specified below. This \$7,500 shall be referred to as the “PAGA Employees Portion.”

10 The Settlement Administrator will pay to the LWDA, in accordance with California Labor
11 Code section 2699(i), the amount of Twenty-Six Thousand Two Hundred Fifty Dollars and No
12 Cents (\$26,250.00). The Settlement Administrator will advise Class Counsel when this payment is
13 made.

14 **IX. PAYMENTS TO PARTICIPATING CLASS MEMBERS**

15 1. After the Enhancement Payment, Attorneys’ Fees and Costs, Settlement
16 Administration Costs, and PAGA Settlement Amount (as specified above) have been satisfied from
17 the Maximum Settlement Amount, the remainder (i.e., Net Settlement Amount) shall be available
18 to satisfy the employee’s share of Wage Withholdings and to pay Settlement Class Members who
19 did not Opt Out (i.e., Participating Class Members) for their share of the Net Settlement Amount
20 (i.e., their Individual Settlement Payments). The PAGA Settlement Amount will be distributed (as
21 described above) 75% to the LWDA (i.e., LWDA Payment) and the remaining 25% shall be
22 distributed to PAGA Employees on a *pro rata* basis.

23 2. Under this Joint Stipulation of Settlement, each Settlement Class Member shall be
24 allocated an Individual Settlement Payment based on the number of weeks each Settlement Class
25 Member worked for Defendants as non-exempt employees in California during the Class Period
26 (“Workweeks”). The Individual Settlement Payment for each Settlement Class Member who does
27 not Opt Out and is deemed a Participating Class Member shall be calculated as follows: (a) the
28 number of Workweeks each Participating Class Member worked as an hourly non-exempt employee

1 for Defendants in California during the Class Period; divided by (b) the aggregate number of
2 Workweeks for all Participating Class Members as calculated under subparagraph (a); and then
3 multiplied by (c) the Net Settlement Amount. The Workweeks worked shall be calculated using
4 Defendants' payroll and timekeeping records. Because PAGA Employees cannot opt out of the
5 PAGA claims, each PAGA Employee, whether or not a Participating Class Member, shall also
6 receive his or her share of the PAGA Employees Portion ("Individual PAGA Payment") calculated
7 as follows: (a) the number pay periods each PAGA Employee worked as an hourly non-exempt
8 employee for Defendants in California during the PAGA Period; divided by (b) the aggregate
9 number of pay periods worked by all PAGA Employees during the PAGA Period; and then
10 multiplied by (c) the PAGA Employees Portion.

11 3. The Parties agree that the Individual Settlement Payments shall constitute 20%
12 wages ("wage portion"), 40% penalties, and 40% interest ("non-wage portion"). Each Individual
13 PAGA Payment shall be treated as 100% penalties. The Settlement Administrator shall calculate
14 and deduct from the wage portion of each Participating Class Member's Individual Settlement
15 Payment the employee's share of required state, federal, and local tax, and other wage obligations
16 or withholdings. These shall include, without limitation, all federal, state, and local employment
17 taxes (such as Social Security Taxes, Federal Unemployment Taxes, and California Unemployment
18 and Training Taxes) and all state and federal income taxes (collectively, the "Wage Withholdings").
19 The Settlement Administrator shall remit these amounts to the appropriate authorities.

20 4. The Settlement Administrator shall pay to each Participating Class Member his or
21 her share (after any Wage Withholdings) of the Individual Settlement Payment, in the manner and
22 on the schedule set forth below, and shall make remittances of Wage Withholdings to the required
23 authorities as and when required.

24 5. The Settlement Administrator shall issue to each Participating Class Member an IRS
25 Form W-2 to report the wage portion of his or her Individual Settlement Payment. The Settlement
26 Administrator shall issue to each Participating Class Member and PAGA Employee an IRS Form
27 1099 for the non-wage portion of his or her Individual Settlement Payment and/or Individual PAGA
28 Payment (if applicable).

1 6. Defendants, Defense counsel, Plaintiffs, and Class Counsel make no representation
2 as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and
3 Settlement Class Members are not relying on any statement, representation, or calculation by
4 Defendants, Defense counsel, Plaintiffs, Class Counsel, or the Settlement Administrator in this
5 regard. Plaintiffs and Settlement Class Members understand and agree that they will be solely
6 responsible for the payment of any taxes and penalties assessed on the payments described herein.
7 Each of the Participating Class Members and PAGA Employees agrees to indemnify the Released
8 Parties for any tax obligations arising out of payments to him or her of any portion of an Individual
9 Settlement Payment or Individual PAGA Payment.

10 7. Settlement Class Members shall not, on account of receiving any Individual
11 Settlement Payment or Individual PAGA Payment, be entitled to any other or additional
12 compensation, benefits, contributions, or matching employer funding of any kind under any
13 agreement or plan governing benefits or compensation (such as but not limited to any agreements
14 or plans for incentives, stock options, retirement, deferred compensation) regardless of any contrary
15 language or provisions in any such agreement or plan. The Individual Settlement Payment and/or
16 Individual PAGA Payment shall be the sole compensation and benefit to the Participating Class
17 Members and PAGA Employees under this Settlement Agreement.

18 **X. TIMING OF PAYMENT OBLIGATIONS**

19 Upon entry of an order granting final approval, Defendants shall electronically wire
20 \$150,000 and an amount sufficient to pay the employer's share of payroll taxes on the wage portion
21 of the Individual Settlement Payments to the Settlement Administrator ("First Payment").

22 One year after the First Payment, Defendants shall electronically wire the remaining
23 \$100,000 of the Maximum Settlement Amount ("Final Payment"). Within ten (10) calendar days of
24 receipt of the Final Payment, the Settlement Administrator will distribute the Participating Class
25 Members' Individual Settlement Payment to each Participating Class Members, the Individual
26 PAGA Payments to PAGA Employees, the LWDA Payment to the LWDA, the Court-approved
27 Attorneys' Fees and Costs to Class Counsel, and the Court-approved Settlement Administration
28 Costs to itself.

1 Participating Class Members and PAGA Employees will have one hundred and eighty (180)
2 calendar days from the date of the issuance of the check to cash or otherwise deposit their check. ,
3 After 180 calendar days, the Settlement Administrator shall cancel any uncashed checks and remit
4 the funds to the California State Controller's Office, Unclaimed Property Division in the name of
5 the Participating Class Member who failed to cash their check. The Settlement Administrator shall
6 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar
7 day check cashing period, including the amount at issue.

8 The Settlement Administrator shall place the funds in an interest-bearing account, and any
9 interest earned shall be paid to the Individual Settlement Payments for Participating Class Members.

10 **XI. NO OTHER PAYMENTS**

11 Except for the payments and obligations provided above, all of which shall be satisfied from
12 the Maximum Settlement Amount, no Released Party shall have any obligation to make any
13 payment to any Plaintiffs, to the Settlement Class, or to any other person or entity as a result of the
14 Action or this Joint Stipulation of Settlement. Except as set forth above, the Parties shall bear all
15 their own costs and attorneys' fees in connection with this Settlement and the Action.

16 **XII. RELEASES BY PARTICIPATING CLASS MEMBERS**

17 1. As of the Effective Date and full funding of the Maximum Settlement Amount by
18 Defendants to the Settlement Administrator, each Participating Class Member hereby fully, finally,
19 and forever releases and discharges each and every one of the Released Parties from all claims,
20 demands, rights, liabilities, and causes of action: (a) arising in whole or in part, during the Class
21 Period, for any of the following: failed to give required written notice of mass layoff in violation of
22 Labor Code section 1400, et seq.; failure to pay split-shift premium wages in violation of Labor
23 Code sections 1194, 1197, and Wage Order 9; statutory penalties for failure to provide accurate
24 wage statements; waiting time penalties for failure to timely pay employee all earned and unpaid
25 wages due upon separation of employment; applicable civil penalties; injunctive relief and other
26 equitable relief; reasonable attorney's fees and costs pursuant to California Labor Code sections
27 226, 1194, 2699(g)(1), 2802; or any alleged or actual failure to pay any interest or penalties owed
28 as a result of any of the foregoing, including but not limited to, California Labor Code Section 1402,

1 1403; or (b) in any manner arising out of any of the other facts or legal theories alleged or asserted
2 in the Action, whether formally raised in the operative complaint in this Action, or otherwise
3 (collectively, the “Released Class Claims”).

4 2. As of the Effective Date and full funding of the Maximum Settlement Amount by
5 Defendants to the Settlement Administrator, each PAGA Employee and the State of California
6 hereby fully, finally, and forever releases and discharges each and every one of the Released Parties
7 from all claims, demands, rights, liabilities, and causes of action: (a) arising in whole or in part,
8 during the PAGA Period, for any of the following: any alleged or actual unfair business practices or
9 any alleged or actual violations of the Private Attorneys General Act, Labor Code section 2699 *et*
10 *seq.* (“PAGA”) which derive from the foregoing Released Class Claims; or (b) in any manner arising
11 out of any of the other facts or legal theories alleged or asserted in the Action, whether formally
12 raised in the operative complaint in this Action, the February 5, 2020 letter and the February 19,
13 2020 amended letter to the LWDA, or otherwise (collectively, the “Released PAGA Claims”)
14 (together the Released Class Claims and Released PAGA Claims are the “Released Claims”).

15 3. The Released Claims include without limitation, but in each case only to the extent
16 described in the preceding paragraph, claims: (a) arising under or out of any unfair competition laws
17 as defined in California Business and Professions Code Section 17200 *et seq.*; and (b) for declaratory
18 or injunctive relief or for monetary compensation, whether in the form of wages, damages,
19 liquidated damages, penalties, restitution, costs, attorneys’ fees, interest, or otherwise.

20 **XIII. PLAINTIFFS’ FURTHER RELEASE**

21 In partial consideration for the Enhancement Payment and other benefits under this Joint
22 Stipulation of Settlement, Plaintiffs provide the following additional releases: as of the Effective
23 Date, Plaintiffs shall fully, finally, and forever release and discharge each and every one of the
24 Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature
25 and description whatsoever, whether known or unknown, whether sounding in tort, in contract, in
26 law, in equity or otherwise, and including but not limited to all claims for violation of any local,
27 state, or federal statute, rule, or regulation, which plaintiff now has, owns, or holds, or claims to
28 have, own, or hold, or which she ever had, owned or held, whether known or unknown, suspected

1 or unsuspected, at any time prior to the date they execute this Settlement (collectively “Plaintiffs’
2 Released Claims”). Plaintiffs’ Released Claims include, without limitation, any claims under Title
3 VII of the Civil Rights Act of 1964, any claims for fraud, promises without the intent to perform,
4 intentional or negligent misrepresentation, breach of contract, breach of the implied covenant of
5 good faith and fair dealing, wrongful termination in violation of public policy, retaliatory discharge,
6 violations of the California Labor Code, violations of the Fair Labor Standards Act, accounting,
7 intentional or negligent infliction of emotional distress, violations of California Business and
8 Professions Code section 17200 *et seq.*, or violations of the California Fair Employment and
9 Housing Act.

10 With respect to Plaintiffs’ Released Claims, Plaintiffs stipulate and agree that, upon the
11 Effective Date, they shall be deemed to have expressly waived and relinquished to the fullest extent
12 permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code
13 or any other similar provision under federal, state, or local law. Section 1542 provides:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
15 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
16 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
17 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
18 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
19 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
20 **DEBTOR OR RELEASED PARTY.**

21 Plaintiffs may hereafter discover facts in addition to or different from those which they now
22 know or believe to be true with respect to the subject matter of Plaintiffs’ Released Claims, but
23 Plaintiffs, upon the Effective Date, shall be deemed to have fully, finally, and forever settled and
24 released any and all of Plaintiffs’ Released Claims, known or unknown, suspected or unsuspected,
25 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore
26 have existed, upon any theory of law or equity now existing or coming into existence in the future,
27 including, without limitation, conduct which is negligent, intentional, with or without malice, or a
28 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
different or additional facts.

1 Plaintiffs represent, covenants, and warrants that they are the owner of all of Plaintiffs'
2 Released Claims, and that they have not directly or indirectly assigned, transferred, or encumbered,
3 or purported to assign, transfer or encumber to any person or entity, whether by operation of law or
4 otherwise, any portion of Plaintiffs' Released Claims.
5 Plaintiffs shall not be permitted to seek any further payment or any personal relief of any kind,
6 including any payment for damages, wages, fees, costs, penalties, or interest, other than the
7 consideration she is receiving under this Joint Stipulation of Settlement, on account of Plaintiffs'
8 Released Claims. Exempted from this release shall be the amount Plaintiffs are paid as enhancement
9 fees and as an Individual Settlement Payment and Individual PAGA Payment, and any claims that
10 are currently subject to any workers' compensation claim.

11 **XIV. COVENANT NOT TO SUE OR SEEK RECOVERY**

12 Plaintiffs hereby warrant and represent that they have not filed any complaint, lawsuit,
13 grievance, demand for arbitration, charge, and/or other claim against any of the Released Parties,
14 with any court, governmental or administrative agency or entity asserting any claim or claims based
15 on any of Plaintiffs' Released Claims, other than the Action and the letters to the LWDA concerning
16 the allegations in the Action.

17 **XV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT** 18 **STIPULATION OF SETTLEMENT**

19 The Parties agree to work cooperatively in order to obtain preliminary and final approval of
20 the Settlement. The Parties shall cooperate in limiting the Superior Court proceedings to those
21 necessary for such preliminary and final approval. The Parties agree to take all steps reasonably
22 necessary to secure both preliminary and final approval of the Settlement.

23 **XVI. PROCEDURES FOR NOTICE, SUBMITTING REQUESTS FOR EXCLUSION,** 24 **OBJECTIONS, AND FINAL SETTLEMENT APPROVAL**

25 **A. Class Notices and Requests for Exclusion**

26 1. Within thirty (30) calendar days after entry of the Preliminary Approval Order,
27 Defendants shall provide the Settlement Administrator the name, last known address, and Social
28 Security number of each Settlement Class Member, along their dates of employment and any other

1 information needed to calculate Individual Settlement Payments and Individual PAGA Payments
2 (including the workweeks and pay periods) (“Class Data”). The Settlement Administrator will keep
3 this information confidential and use it only for the purposes described herein.

4 2. Within fifteen (15) calendar days of receipt of the Class Data from Defendant, the
5 Settlement Administrator shall mail the Class Notice to all Settlement Class Members via first-class
6 U.S. mail. Prior to mailing the Class Notice, the Settlement Administrator shall run a check of the
7 addresses in the Class Data against the United States Postal Service National Change of Address
8 Database (“NCOA”) to update for any reported address changes. If any Class Notice is returned as
9 undeliverable without a forwarding address, the Settlement Administrator shall take appropriate
10 steps to identify a current proper address for that Settlement Class Member, including conducting a
11 “standard search,” also known as a “skip trace” or “credit header” search. The Settlement
12 Administrator shall then re-mail the Class Notice to the updated address. If a Class Notice is returned
13 to the Settlement Administrator as undeliverable with a forwarding address, the Settlement
14 Administrator will promptly forward the Class Notice to the address.

15 3. The Class Notice shall provide that any Settlement Class Member may dispute the
16 number of workweeks credited to them in their Class Notice. If any Settlement Class Member
17 disputes their workweeks information used to calculate the Individual Settlement Payment or
18 Individual PAGA Payment, the Settlement Class Member may state the basis of his or her
19 disagreement and submit documentation supporting the Settlement Class Member’s position, by not
20 later than the Response Deadline. The Settlement Administrator shall notify Class Counsel and
21 Defendants’ counsel of any dispute so raised. The Settlement Administrator will review Defendants’
22 records and consult Defendants’ counsel and Class Counsel in order to determine if there is a
23 discrepancy. The Settlement Administrator will decide the dispute using Defendants’ records and
24 the decision of the Settlement Administrator shall be final.

25 4. Along with the Class Notice, each Settlement Class Member shall also receive
26 instructions on what needs to be stated in the Request for Exclusion if the Settlement Class Member
27 wants to be excluded from this Settlement. If a Settlement Class Member wishes to Opt-Out from
28 this Settlement, and from the release of claims pursuant to this Settlement, he or she shall submit an

1 “Opt-Out Letter” or “Request for Exclusion” directly to the Settlement Administrator that must be
2 mailed or faxed and postmarked or fax-stamped on or before the Response Deadline, or within
3 fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected address for
4 that Settlement Class Member, whichever is later. The written Request for Exclusion shall: (1) make
5 the following statement or a similar statement: “I wish to exclude myself from the settlement reached
6 in the matter of *Carrera, et al v. Park Holding PHI Service LLC, et al.* I understand that, by
7 excluding myself, I will not receive any money (other than the PAGA Settlement Amount) from the
8 settlement reached in this matter”; (2) contain the name, address, and the last four digits of the Social
9 Security number of the person requesting exclusion; (3) be signed by the Settlement Class Member;
10 and (4) be postmarked or fax stamped by the Response Deadline and returned to the Settlement
11 Administrator at the specified address or fax telephone number stated in the Class Notice. However,
12 the Request for Exclusion will be valid unless it is not timely submitted, is not signed by the
13 Settlement Class Member, or does not contain the name and address of the Settlement Class
14 Member. The date of the postmark on the return mailing envelope or fax stamp on the Request for
15 Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was
16 timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement
17 Class will not be entitled to any recovery under the Settlement, will not be bound by the terms of
18 the Settlement, and will not have any right to object, appeal, or comment thereon, except he or she
19 shall receive his or her PAGA share of the settlement if he or she is a PAGA Employee (since he or
20 she cannot opt out of the PAGA settlement). Settlement Class Members who fail to submit a valid
21 and timely written Request for Exclusion on or before the Response Deadline shall be bound by all
22 the terms of the Settlement and any Final Class Judgment.

23 5. The Settlement Administrator shall maintain a list of persons who have excluded
24 themselves and shall include the names of the Settlement Class Members who Opt-Out in his/her
25 declaration in support of final approval. The Settlement Administrator shall retain the originals of
26 all Requests for Exclusion letters (including the envelopes with the postmarks) received, and shall
27 make copies or the originals available to Defendants’ counsel or Class Counsel upon request.
28

1 **B. Procedure for Obtaining Final Superior Court Approval of Settlement;**
2 **Objections**

3 1. The Class Notice shall provide that any Participating Class Member who wishes to
4 object to this Joint Stipulation of Settlement must mail to the Settlement Administrator by first class
5 mail a written statement objecting to this Joint Stipulation of Settlement setting forth the legal and
6 factual grounds for any objections (“Objection”), or if no written objection is submitted, the
7 Participating Class Member may still appear at the final settlement hearing to object. Such written
8 objections should be mailed and postmarked or fax-stamped on or before the Response Deadline, or
9 within fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected
10 address for that Settlement Class Member, whichever is later. The written Objection shall: (1)
11 contain the name, address, and the last four digits of the Social Security number of the person
12 objecting; (2) be signed by the Participating Class Member; (3) state the grounds on which the
13 Participating Class Member is objecting as well as any documents or evidence supporting his or her
14 objection(s); and (4) be postmarked or fax stamped by the Response Deadline and returned to the
15 Settlement Administrator at the specified address or fax telephone number stated in the Class Notice.
16 Upon receipt of any Objections, the Settlement Administrator will forward copies of said Objections
17 to Class Counsel and Defense counsel. To the extent that the Participating Class Member is
18 represented by counsel, his/her attorney shall file with the Superior Court a notice of appearance
19 providing the attorney’s contact information.

20 2. Approximately sixty (60) calendar days after the Response Deadline or as otherwise
21 determined by the Superior Court, the Superior Court shall conduct a final settlement hearing to
22 determine whether to finally approve this Joint Stipulation of Settlement and to determine Class
23 Counsel’s request for Attorneys’ Fees and Costs, Enhancement Payments to Plaintiffs, and the cost
24 for administering the Settlement to the Settlement Administrator. Within thirty (30) calendar days
25 after the Response Deadline, the Settlement Administrator shall provide a declaration regarding the
26 administration of the Settlement, of all Opt Outs, and of any written objections described above.
27 Class Counsel shall prepare a memorandum of points and authorities in support of this Settlement
28

1 and request for Attorneys' Fees and Costs, Enhancement Payment, and administration costs, and
2 shall file them with the Superior Court, for purposes of the final settlement hearing.

3 3. After entry of the Final Class Judgment, the Superior Court shall have continuing
4 jurisdiction over the Action solely for purposes of addressing: (i) settlement administration matters;
5 and (ii) such post-Final Class Judgment matters as may be appropriate.

6 **XVII. TERMINATION OF SETTLEMENT**

7 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
8 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of Settlement
9 without material change; (iii) the Superior Court does not enter the Final Class Judgment without
10 material change; (iv) the Final Class Judgment is materially modified or reversed upon review by a
11 higher court; or (v) this Settlement does not become final for any other reason (except as provided
12 below), Plaintiffs or Defendants may, in their sole and absolute discretion, terminate this Joint
13 Stipulation of Settlement. In the case of such a termination, this Joint Stipulation of Settlement shall
14 be null and void as if it had never been executed, the Parties shall be returned to their respective
15 statuses as of the date and time immediately prior to the execution of this Joint Stipulation of
16 Settlement, and Plaintiffs and Defendant shall proceed with the Action in all respects as if this Joint
17 Stipulation of Settlement had not been executed. Prior to either Party exercising an option to
18 terminate the Settlement, the Parties agrees to meet and confer in good faith in an effort to resolve
19 the issue(s) and proceed in a manner most likely to result in approval of the Settlement. As provided
20 above, the Superior Court's failure to award the amount of costs, attorneys' fees, or Enhancement
21 Payment sought by Class Counsel or by Plaintiffs shall not be a material change or entitle Plaintiffs
22 or Class Counsel to terminate this Settlement.

23 **XVIII. DEFENDANTS OPTION TO TERMINATE JOINT STIPULATION OF** 24 **SETTLEMENT**

25 If five percent (5%) or more of the Settlement Class Members submit complete and timely
26 Requests for Exclusion, Defendants shall have, in their sole and absolute discretion, the option to
27 terminate this Joint Stipulation of Settlement. Defendants shall be entitled to exercise these
28 termination rights by providing written notice to Class Counsel at any time within fifteen (15)

1 calendar days of learning of the condition triggering termination. In the event that Defendants
2 exercises this option, Defendants shall solely be responsible for all costs of administration incurred
3 to the date of termination.

4 In the case of a termination under this Section, this Settlement shall be null and void as if it
5 had never been executed, the Parties shall be returned to their respective statuses as of the date and
6 time immediately prior to the execution of this Settlement, and Plaintiffs and Defendants shall
7 proceed with the Action in all respects as if this Settlement had not been executed.

8 **XIX. MISCELLANEOUS**

9 1. The descriptive headings of any paragraphs or sections of this Settlement are inserted
10 for convenience of reference only and do not constitute a part of this Settlement.

11 2. The Parties agree to hold in abeyance all proceedings in the Action, except such
12 proceedings necessary to implement and complete this Settlement, pending final approval of this
13 Settlement. In the event an appeal is filed from the Final Class Judgment, or any other appellate
14 review is sought prior to the Effective Date, administration of this Settlement shall be stayed pending
15 final resolution of the appeal or other appellate review.

16 3. No waiver of any term or provision of this Settlement shall be binding unless in
17 writing and signed by the Party waiving the breach. This Settlement may be amended or modified
18 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

19 4. This Settlement constitutes the entire agreement among the Parties with respect to
20 the subject matter hereof, and fully supersede all prior agreements and understandings between the
21 Parties with respect thereto. No oral representations, warranties, or inducements have been made to
22 any Party concerning this Settlement other than the representations, warranties, and covenants
23 contained and memorialized in such documents.

24 5. In addition to the Parties, this Settlement shall be binding upon, and shall inure to the
25 benefit of, the Parties' respective heirs, representatives, executors, administrators, successors, and
26 assigns.

27 6. This Settlement is made and entered into in the State of California and shall in all
28 respects be interpreted, enforced, and governed under the laws of said state as applied to transactions

1 or events with contacts exclusively within California, and without applying California's conflict of
2 laws rules. The Parties agree that this Settlement may be enforced under Civil Code section 664.6
3 and that any action arising out of or to enforce this Joint Stipulation of Settlement shall be brought
4 exclusively within Los Angeles County, California.

5 7. Counsel for all Parties warrant and represent that they are expressly authorized by
6 the Parties whom they represent to enter into this Settlement, to take all appropriate action required
7 or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to
8 execute any other documents required to effectuate the terms of this Settlement. The Parties and
9 their counsel will cooperate with each other and use their best efforts to effect the implementation
10 of Settlement.

11 8. The Parties agree that neither they nor their counsel will solicit or otherwise directly
12 or indirectly encourage Settlement Class Members to request exclusion from the Settlement Class,
13 to object to this Settlement, or to appeal from the Final Class Judgment.

14 9. The Parties have cooperated in the drafting and preparation of this Settlement. This
15 Settlement shall not be construed against any Party on the basis that such Party was the drafter.

16 10. Plaintiffs and their counsel will not publicize or promote the fact, terms, or amount
17 of this Settlement or the claims being settled through press release, press conference, or postings on
18 social media or websites until after final approval is granted. If asked for comment by the media or
19 third parties, Plaintiffs shall respond only with "no comment" or "this matter has been resolved."
20 Class Counsel may refer to the settlement in adequacy of counsel declarations, and following
21 Preliminary Approval, may state on their websites that they settled a wage and hour class action in
22 the Superior Court and generally describe the claims at issue, provided that they describe Defendants
23 only as a "Defendant Employer." Further, the Parties understand and agree that Class Counsel may
24 disclose this Settlement if ordered to do so by the Court, *e.g.*, post any settlement documents/orders
25 on their respective websites and/or provide information to Settlement Class Members about this
26 Settlement. This Settlement may also be used for purposes of resolving related or overlapping
27 lawsuits or claims by showing the scope of releases and the res judicata bar.

1 11. To the fullest extent permitted by law, Plaintiffs agree to not disparage or publish or
2 disseminate information, whether oral or written, that is derogatory in any manner or which may be
3 harmful to any Released Party or their business or personal reputation, whether such information
4 was acquired before, during or after Plaintiffs' employment with Defendants.

5 12. This Settlement may be executed in counterparts, and when each Party has signed
6 and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when
7 taken together with other signed counterparts, shall constitute one Settlement, which shall be binding
8 upon and effective as to all Parties. This Settlement may be signed through electronically exchanged
9 documents (such as PDFs) which shall be treated as original paper copy signatures.

10 13. The Parties believe that this is a fair, reasonable, and adequate Settlement and have
11 arrived at this Settlement through arms-length negotiations, taking into account all relevant factors,
12 present and potential.

13 14. Should any part, term or provision of this Settlement, with the exception of Sections
14 IV, IX, XII, XIII, XVII, and XVIII, be declared or determined by any court or other tribunal of
15 appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term,
16 or provision shall be deemed stricken and severed from this Settlement and any and all of the other
17 terms of the Settlement shall remain in full force and effect to the fullest extent permitted by law.
18 The Sections specified above in this paragraph are of the essence of this Settlement, and, should any
19 term or provision of those Sections be deemed invalid or unenforceable, the court making such
20 determination shall have the power to limit the term or provision, to delete or rewrite specific words
21 or phrases in those terms or provisions, or to replace any invalid or unenforceable term or provision
22 to make the term or provision valid and enforceable; provided that any such modification must come
23 as close as possible to expressing the intention of the invalid or unenforceable term or provision and
24 provided further that such changes may not eliminate or amend any Parties' termination rights under
25 Sections XVII or XVIII.

26 15. Nothing in this Settlement shall restrict: (i) any right to file, testify, or otherwise
27 cooperate in the investigation of an administrative charge or complaint with the Equal Employment
28 Opportunity Commission, the National Labor Relations Board or other federal, state, or local

administrative or law enforcement agency, although Plaintiffs are waiving any right to monetary recovery related to such a charge or complaint; (ii) any right to report allegedly unlawful conduct pursuant to the “whistleblower” provisions of federal or state law or regulation, including the right to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii) any right to communicate directly with, respond to an inquiry from, or provide testimony before, the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any other regulatory authority; or (iv) the Parties and their counsel from complying with a valid subpoena, court order, or any other legal process requesting or requiring production of this Settlement, disclosure of the terms of this Settlement, or disclosure of anything else covered by the confidentiality provisions of this Settlement, provided that, upon receiving such a subpoena, process, or court order, the receiving Party shall immediately give notice to the other Party or the other Party’s counsel, identify the subpoena, process, or court order, and state the time in which production or disclosure is required, so as to afford the other Party an opportunity to obtain an order barring such production or disclosure.

16. In any proceeding to enforce or construe this Settlement, the prevailing Party shall be entitled to recover its costs and attorney’s fees.

JOAQUIN CARRERA

Dated: January 20, 2022, 2022

DocuSigned by:
Joaquin Carrera
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JUAN RAMIREZ

Dated: _____, 2022

ARREDONDO FRANCISCO

Dated: _____, 2022

1 administrative or law enforcement agency, although Plaintiffs are waiving any right to monetary
2 recovery related to such a charge or complaint; (ii) any right to report allegedly unlawful conduct
3 pursuant to the "whistleblower" provisions of federal or state law or regulation, including the right
4 to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii) any right to
5 communicate directly with, respond to an inquiry from, or provide testimony before, the Securities
6 and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other
7 self-regulatory organization or any other regulatory authority; or (iv) the Parties and their counsel
8 from complying with a valid subpoena, court order, or any other legal process requesting or
9 requiring production of this Settlement, disclosure of the terms of this Settlement, or disclosure of
10 anything else covered by the confidentiality provisions of this Settlement, provided that, upon
11 receiving such a subpoena, process, or court order, the receiving Party shall immediately give notice
12 to the other Party or the other Party's counsel, identify the subpoena, process, or court order, and
13 state the time in which production or disclosure is required, so as to afford the other Party an
14 opportunity to obtain an order barring such production or disclosure.

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16 be entitled to recover its costs and attorney's fees.

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18 JOAQUIN CARRERA

19 Dated: _____, 2022 _____
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22 JUAN RAMIREZ

23 Dated: January 21, 2022 Juan M Ramirez
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26 ARREDONDO FRANCISCO

27 Dated: _____, 2022 _____
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1 administrative or law enforcement agency, although Plaintiffs are waiving any right to monetary
2 recovery related to such a charge or complaint; (ii) any right to report allegedly unlawful conduct
3 pursuant to the “whistleblower” provisions of federal or state law or regulation, including the right
4 to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii) any right to
5 communicate directly with, respond to an inquiry from, or provide testimony before, the Securities
6 and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other
7 self-regulatory organization or any other regulatory authority; or (iv) the Parties and their counsel
8 from complying with a valid subpoena, court order, or any other legal process requesting or
9 requiring production of this Settlement, disclosure of the terms of this Settlement, or disclosure of
10 anything else covered by the confidentiality provisions of this Settlement, provided that, upon
11 receiving such a subpoena, process, or court order, the receiving Party shall immediately give notice
12 to the other Party or the other Party’s counsel, identify the subpoena, process, or court order, and
13 state the time in which production or disclosure is required, so as to afford the other Party an
14 opportunity to obtain an order barring such production or disclosure.

15 16. In any proceeding to enforce or construe this Settlement, the prevailing Party shall
16 be entitled to recover its costs and attorney’s fees.

17
18 JOAQUIN CARRERA

19 Dated: _____, 2022 _____
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22 JUAN RAMIREZ

23 Dated: _____, 2022 _____
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26 ARREDONDO FRANCISCO

27 Dated: 01/20, 2022 
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EUNICE YVETTE RICHIE

Dated: 01/30/22, 2022 Eunice Yvette Richie

DEFENDANT PARK HOLDING (PHI) SEVICE, LLC

Dated: _____, 2022 By: _____
[NAME]
Title: _____

DEFENDANT PARK 'N FLY, LLC

Dated: _____, 2022 By: _____
[NAME]
Title: _____

DEFENDANT PNF-LAX, INC.

Dated: _____, 2022 By: _____
[NAME]
Title: _____

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Dated: January 20, 2022, 2022 By: Joseph Lavi
DocuSigned by:
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Joseph Lavi
*Counsel for Plaintiffs, on behalf of himself and all
others similarly situated*

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EUNICE YVETTE RICHIE

Dated: _____, 2021 _____

DEFENDANT PARK HOLDING (PHI) SEVICE, LLC

Dated: Feb 1, 2022 By: Michael D. Deaderick
[NAME] Michael D. Deaderick
Title: CFO

DEFENDANT PARK ‘N FLY, LLC

Dated: Feb 1, 2022 By: Michael D. Deaderick
[NAME] Michael D. Deaderick
Title: CFO

DEFENDANT PNF-LAX, INC.

Dated: Feb 1, 2022 By: Michael D. Deaderick
[NAME] Michael D. Deaderick
Title: CFO

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Dated: _____, 2021 By: _____
Joseph Lavi
Counsel for Plaintiffs, on behalf of himself and all
others similarly situated

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FISHER & PHILLIPS LLP

Dated: December 1, 2021

By: _____



Kristen J. Nesbit
Krystle Meyer
Jeffrey Elkrief
Counsel for Defendants