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Attorneys for Defendants

PARK HOLDING (PHI) SERVICE, LLC,

-LAX, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

PLAINTIFFS,

vs.

PARK HOLDING (PHI) SERVICE, LLC;

WHICH WILL DO BUSINESS IN

(DELAWARE); PARK HOLDING, INC.; PNF-
LAX, INC.; and DOES 1 to 100, Inclusive.

DEFENDANTS.

Case No.: 20STCV04732

*[Assigned for all purposes to the Lawrence
Riff, Dept. 7]*

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

1 This First Amended Joint Stipulation of Class and PAGA Settlement and Release (the
2 Plaintiffs JOAQUIN CARRERA, JUAN
3 RAMIREZ, ARREDONDO FRANCISCO, and EUNICE YVETTE RICHIE Plaintiffs ,
4 individually and on behalf of
5 Defendants
6 PARK HOLDING, INC., and PNF-LAX, INC. s . This First Amended Joint

7 Stipulation of Class and PAGA Settlement and Release supersedes and replaces the original Joint
8 Stipulation of Class and PAGA Settlement and Release entered into by and between Plaintiffs and
9

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

11 On February 5, 2020, Plaintiffs filed a class action complaint against Defendants for alleged
12 violations of the California Labor Code in the Los Angeles County Superior Court Case No.
13 20STCV04732, Class Action

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

15 On August 5, 2020, Plaintiffs filed a separate representative action for civil penalties
16 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
17 in the Los Angeles County Superior Court Case No. 20STCV29632
18 Class Action and PAGA A

19 In the Action, Plaintiffs allege, among other things, claims on behalf of non-exempt
20 employees who worked for Defendants in California. More particularly, Plaintiffs allege, among
21 other things, that Defendants had, with respect to them individually and/or other members of the
22 public similar situated, among other things, failed to give required written notice of mass layoff in
23 violation of Labor Code section 1400, *et seq.*; failed to pay split-shift premium wages in violation
24 of Labor Code sections 1194, 1197, and Wage Order 9; owed statutory penalties for failure to
25 provide accurate wage statements; owed waiting time penalties for failure to timely pay employees
26 all earned and unpaid wages due upon separation of employment; owed applicable civil penalties;
27 and owed civil penalties pursuant to the Private Attorneys General Act of 2004 (PAGA). In the
28

21 | **II. DEFINITIONS**

25 1. refers to Joseph Lavi, Vincent Granberry, and Melissa A. Huether
26 of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

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2. , substantially in the form of
Exhibit A, to be sent to Settlement Class Members to notify them of this Settlement and their right
to Opt Out. The Class Notice will be sent to Settlement Class Members in both English and Spanish.

3. including February 5, 2016 through
July 21, 2021.

4. s Defendants PARK HOLDING (PHI) SERVICE, LLC, PARK
and PNF-LAX, INC.

5.

6. Final Class

Judgment approving this Settlement:

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

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

7.
approving this Settlement without material change, confirming the releases of claims by
Participating Class Members, and finally resolving the Action.

8.
Settlement to individual Settlement Class Members as calculated below.

9.
Settlement is Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) which includes
Enhancement

Payment, allocation to penalties pursuant to PAGA, and Settlement Administration Costs. The

Maximum Settlement Amount does not include the employers share of payroll taxes which Defendants have agreed to pay separately and in addition to Maximum Settlement Amount.

10.

Enhancement Payments to Plaintiffs; (3) Settlement Administration Costs to the Settlement Administrator; and (4) PAGA Settlement Amount.

11.

timely request to be excluded from this Settlement, by submitting a Request for Exclusion under the procedures set forth below.

12.

February 5, 2018 through July 21, 2021.

13.

submit a timely Request for Exclusion under the procedures set forth below.

14.

s, Plaintiffs, and the Settlement Class.

15.

ffs means Plaintiffs JOAQUIN CARRERA, JUAN RAMIREZ, ARREDONDO FRANCISCO, and EUNICE YVETTE RICHIE.

16.

s PARK HOLDING (PHI) SERVICE, LLC,

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and PNF-LAX, INC., and

each and all past or present partners, parents, subsidiaries, or affiliates (regardless whether such partners, parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity) of Defendants; (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any payroll companies, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory) for any violations described in the releases below and occurring as a result of employment; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c).

18. submit, for return to the Settlement Administrator, Requests for Exclusion or Objections. The Response Deadline shall be sixty (60) days after the Settlement Administrator has postmarked the Class Notice for mailing to Settlement Class Members, subject to adjustment in the case of re-mailings, as specified in Section XVI below.

20. any and all current and former hourly non-exempt employees of Defendant in California during Class Period or PAGA Period.

21. _____, including any Opt Outs.

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

23. Los Angeles County Superior Court.

III. THE SETTLEMENT CLASS

For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under the

: any and all current and former non-exempt employees of Defendants in California during Class Period. The Settlement Class shall include any heirs, successors, or assigns or purported assigns of the above-described persons.

IV. MAXIMUM SETTLEMENT AMOUNT

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

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

The Maximum s Fees and Costs, all Costs of Settlement Administration, Enhancement Payment paid to Plaintiffs, all payments to the California Labor Workforce and Development Agency, all settlement payments to Participating Class Members Wage Withholdings (as defined below) on such payments. No Released Party shall be required to pay anything above or beyond the Maximum Settlement Amount, under any circumstance, as a result of this Settlement, except Defendant payroll taxes with respect to Participating Individual Settlement Payments.

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

Plaintiffs will apply to the Superior Court for approval of Enhancement Payments in the amount of no more than Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) each Enhancement Payments . Defendants will of Enhancement Payments up to this specific amount, and the Settlement Administrator will pay Plaintiffs (from the Maximum Settlement Amount) the Enhancement Payments as awarded by the Superior Court. Plaintiffs understand and agree that the Superior Court may in its discretion award a lesser amount as enhancement fees, and Plaintiffs agree that they will accept whatever amount, if any, the Superior Court may in its discretion award as Enhancement Payments. If Plaintiffs receive enhancement fees in less than the agreed-upon amount, any such reduction shall constitute part of the amount to be distributed pursuant to Section IX as described below.

11 incurred for representing Plaintiffs and the Settlement Class in the Action in an amount not to exceed
12 one-third of the Maximum Settlement Amount, or a maximum total of Eighty-Three Thousand
13 Three Hundred Thirty-Three Dollars . Class Counsel will also apply to the
14 Superior Court for an award of actual costs in an amount of not more than Twenty Thousand Dollars
15 (\$20,000) . Defendants will not oppose Class Counsel
16 request for an award of A Fees and Costs up to the specified amounts, and the Settlement
17 Administrator will pay Class Counsel (from the Maximum Settlement Amount) the fees and costs
18 awarded by the Superior Court up to the specified amounts. In the event that the escalator clause
19 described in section IV herein is triggered and the Maximum Settlement Amount is increased, Class
20 -third of the
21 Maximum Settlement Amount.

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costs incurred to date by Plaintiffs and/or Class Counsel on behalf of Plaintiffs and the Settlement Class, and of all such future fees and costs including, but not limited to, fees and costs incurred in documenting this Settlement, securing Superior Court approval of this Settlement, monitoring this Settlement, reviewing and participating in the settlement administration process, and obtaining the Final Class Judgment.

The Settlement Administrator will give Class Counsel an IRS Form 1099 for the A Fees and Costs awarded. Class Counsel understand and agree that they shall be solely responsible herein. Not later than the Effective Date, Class Counsel shall provide a fully and properly executed IRS Form W-9 for purposes of the payments which the Settlement Administrator will electronically wire to Class Counsel.

VII. SETTLEMENT ADMINISTRATION AND EXPENSES

The Parties have agreed to use CPT Group to administer the settlement and have allocated Fifteen Thousand Dollars (\$15,000) to reimbursement of costs for administration which will be paid Settlement Administration Costs exceed the actual costs sought by the Settlement Administrator, the excess will remain part of the Net Settlement Amount. The Settlement Administrator shall send the Class Notice to Settlement Class Members and prepare and issue the checks to Participating Class Members for their Individual Settlement Payments and to PAGA Employees for their Individual PAGA Payment defined below), to Class Counsel for A Fees and Costs, to Plaintiffs for their Enhancement Payments, and to the California Labor Workforce Development Agency (all as specified above or below). The Settlement Administrator will also maintain a website which will provide Settlement Class Members with copies of the settlement, orders, and the judgment. The Settlement Administrator shall establish a Qualified Settlement Fund, pursuant to Treasury Regulations section 1.468B for purposes of distributing these amounts. The Settlement Administrator shall file all

1 required tax returns for the Qualified Settlement Fund, and shall calculate, and then remit to
2 appropriate taxing and other governmental authorities, all amounts to be deducted or paid on account
3 of the Individual Settlement Payment Wage Withholdings, as
4 more specifically described and defined below. The Settlement Administrator shall provide
5 appropriate indemnities against mistakes or inaccuracies in such tasks and against any misuse or
6
7 numbers, addresses, or other private information. The Settlement Administrator shall perform all
8 other tasks necessary to administer the Settlement. All disputes relating to the Settlement
9
10 binding determination, not subject to further review or appeal of any kind.

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

12 The Parties have agreed to pay a certain sum to the California Labor and Workforce
13
14 of 2004 (Cal. Lab. Code §§ 2698, *et seq.* ies have agreed that a total of Thirty-
15 Five Thousand Dollars and No Cents (\$35,000.00) of the Maximum Settlement Amount will be
16 Period
17 . Pursuant to PAGA, Seventy-Five Percent (75%), or Twenty-Six
18 Thousand Two Hundred Fifty Dollars and No Cents (\$26,250.00), of the PAGA Settlement Amount
19 will be paid to the , and Twenty-Five Percent (25%), or Eight Thousand
20 Seven Hundred Fifty Dollars and No Cents (\$8,750.00), of the PAGA Settlement Amount shall be
21 distributed to Settlement Class Members who were employed during the PAGA Period
22 as specified below. This \$7,500 shall be referred to as PAGA Employees Portion
23 The Settlement Administrator will pay to the LWDA, in accordance with California Labor
24 Code section 2699(i), the amount of Twenty-Six Thousand Two Hundred Fifty Dollars and No
25 Cents (\$26,250.00). The Settlement Administrator will advise Class Counsel when this payment is
26 made.

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IX. PAYMENTS TO PARTICIPATING CLASS MEMBERS

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

2. Under this Joint Stipulation of Settlement, each Settlement Class Member shall be allocated an Individual Settlement Payment based on the number of weeks each Settlement Class Member worked for Defendants as non-exempt employees in California during the Class Period . The Individual Settlement Payment for each Settlement Class Member who does not Opt Out and is deemed a Participating Class Member shall be calculated as follows: (a) the number of Workweeks each Participating Class Member worked as an hourly non-exempt employee for Defendants in California during the Class Period; divided by (b) the aggregate number of Workweeks for all Participating Class Members as calculated under subparagraph (a); and then multiplied by (c) the Net Settlement Amount. The Workweeks worked shall be calculated using Defendant payroll and timekeeping records. Because PAGA Employees cannot opt out of the PAGA claims, each PAGA Employee, whether or not a Participating Class Member, shall also receive his or her share of the PAGA Employees Portion calculated as follows: (a) the number pay periods each PAGA Employee worked as an hourly non-exempt employee for Defendants in California during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Employees during the PAGA Period; and then multiplied by (c) the PAGA Employees Portion.

3. The Parties agree that the Individual Settlement Payments shall constitute 20% wages , 40% penalties, and 40% interest - . Each Individual

1 PAGA Payment shall be treated as 100% penalties. The Settlement Administrator shall calculate
2 and deduct from the wage portion of each Individual Settlement
3 Payment

4 or withholdings. These shall include, without limitation, all federal, state, and local employment
5 taxes (such as Social Security Taxes, Federal Unemployment Taxes, and California Unemployment

6
7 The Settlement Administrator shall remit these amounts to the appropriate authorities.

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

12 5. The Settlement Administrator shall issue to each Participating Class Member an IRS
13 Form W-2 to report the wage portion of his or her Individual Settlement Payment. The Settlement
14 Administrator shall issue to each Participating Class Member and PAGA Employee an IRS Form
15 1099 for the non-wage portion of his or her Individual Settlement Payment and/or Individual PAGA
16 Payment (if applicable).

17 6. Defendants, Defense counsel, Plaintiffs, and Class Counsel make no representation
18 as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and
19 Settlement Class Members are not relying on any statement, representation, or calculation by
20 Defendants, Defense counsel, Plaintiffs, Class Counsel, or the Settlement Administrator in this
21 regard. Plaintiffs and Settlement Class Members understand and agree that they will be solely
22 responsible for the payment of any taxes and penalties assessed on the payments described herein.

23 7. Settlement Class Members shall not, on account of receiving any Individual
24 Settlement Payment or Individual PAGA Payment, be entitled to any other or additional
25 compensation, benefits, contributions, or matching employer funding of any kind under any
26 agreement or plan governing benefits or compensation (such as but not limited to any agreements
27 or plans for incentives, stock options, retirement, deferred compensation) regardless of any contrary

1 language or provisions in any such agreement or plan. The Individual Settlement Payment and/or
2 Individual PAGA Payment shall be the sole compensation and benefit to the Participating Class
3 Members and PAGA Employees under this Settlement Agreement.

4 **X. TIMING OF PAYMENT OBLIGATIONS**

5 Upon entry of an order granting final approval, Defendants shall electronically wire
6 \$150,000 payroll taxes on the wage portion
7 of the Individual Settlement Payments to the Settlement Administrator

8 One year after the First Payment, Defendants shall electronically wire the remaining
9 \$100,000 of the Maximum Settlement Amount

10 receipt of the Final Payment, the Settlement Administrator will distribute the Participating Class
11 the Individual
12 PAGA Payments to PAGA Employees, and the LWDA Payment to the LWDA. Within fifteen (15)
13 calendar days after receipt of the Final Payment, the Settlement Administrator will distribute the
14 Court- Court-approved Enhancement
15 Payments to Plaintiffs, and the Court-approved Settlement Administration Costs to itself.

16 Prior to mailing the any checks to Participating Class Members, the Settlement
17 Administrator will conduct a second NCOA search to update for any reported address changes and
18 update the Class Data accordingly. In the event a check is returned as undeliverable, the Settlement
19 Administrator will conduct a skip trace or other similar search to ascertain a new address and remail
20 the check within seven (7) business days of receipt.

21 Participating Class Members and PAGA Employees will have one hundred and eighty (180)
22 calendar days from the date of the issuance of the check to cash or otherwise deposit their check.
23 After 180 calendar days, the Settlement Administrator shall cancel any uncashed checks and remit
24 ty Division in the name of
25 the Participating Class Member who failed to cash their check. The Settlement Administrator shall
26 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar

1 day check cashing period, including the amount at issue. The date the checks will be voided will be
2 stated on the settlement checks issued.

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

5 In the event that it is determined that Defendants defaulted on payment of the Maximum
6 Settlement by the Superior Court, Defendants
7 will be solely responsible for paying any Settlement Administration Costs to the Settlement
8 Administrator. Additionally, Class Counsel will be permitted to take any action permitted by law in
9 order to enforce the judgment entered against Defendants and to collect such Maximum Settlement
10

11 **XI. NO OTHER PAYMENTS**

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

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

18 1. As of the Effective Date and full funding of the Maximum Settlement Amount and
19 by Defendants to the Settlement Administrator, each Participating
20 Class Member hereby fully, finally, and forever releases and discharges each and every one of the
21 Released Parties from all claims, demands, rights, liabilities, and causes of action: (a) arising in
22 whole or in part, during the Class Period, for any of the following: failed to give required written
23 notice of mass layoff in violation of Labor Code section 1400, et seq.; failure to pay split-shift
24 premium wages in violation of Labor Code sections 1194, 1197, and Wage Order 9; statutory
25 penalties for failure to provide accurate wage statements; waiting time penalties for failure to timely
26 pay employee all earned and unpaid wages due upon separation of employment; applicable civil
27 penalties;
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1 to California Labor Code sections 226, 1194, 2699(g)(1), 2802; or any alleged or actual failure to
 2 pay any interest or penalties owed as a result of any of the foregoing, including but not limited to,
 3 California Labor Code Section 1402, 1403; or (b) in any manner arising out of any of the other facts
 4 or legal theories alleged or asserted in the Action, whether formally raised in the operative complaint
 5 in this Action, Class . The release does not
 6 include claims that as a matter of law cannot be released and does not include claims for retaliation,
 7
 8 benefits.

9 2. As of the Effective Date and full funding of the Maximum Settlement Amount and
 10 by Defendants to the Settlement Administrator, each PAGA
 11 Employee and the State of California hereby fully, finally, and forever releases and discharges each
 12 and every one of the Released Parties from all claims, demands, rights, liabilities, and causes of
 13 action: (a) arising in whole or in part, during the PAGA Period, for any of the following: any alleged
 14 or actual unfair business practices or any alleged or actual violations of the Private Attorneys
 15 General Act, Labor Code section 2699 *et seq.* Released
 16 Class Claims; or (b) in any manner arising out of any of the other facts or legal theories alleged or
 17 asserted in the Action, whether formally raised in the operative complaint in this Action, the
 18 February 5, 2020 letter and the February 19, 2020 amended letter to the LWDA, or otherwise
 19 (together the Released Class Claims and Released
 20 . The release does not include claims that as a matter of
 21 law cannot be released and does not include claims for retaliation, discrimination, wrongful
 22

23 3. The Released Claims include without limitation, but in each case only to the extent
 24 described in the preceding paragraph, claims: (a) arising under or out of any unfair competition laws
 25 as defined in California Business and Professions Code Section 17200 *et seq.*; and (b) for declaratory
 26 or injunctive relief or for monetary compensation, whether in the form of wages, damages,
 27 liquidated damages, penalties, resti
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XIII. PLAINTIFFS' FURTHER RELEASE

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

s Released Claims include, without limitation, any claims under Title VII of the Civil Rights Act of 1964, any claims for fraud, promises without the intent to perform, intentional or negligent misrepresentation, breach of contract, breach of the implied covenant of good faith and fair dealing, wrongful termination in violation of public policy, retaliatory discharge, violations of the California Labor Code, violations of the Fair Labor Standards Act, accounting, intentional or negligent infliction of emotional distress, violations of California Business and Professions Code section 17200 *et seq.*, or violations of the California Fair Employment and Housing Act.

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

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.

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

10 Plaintiffs represent, covenants, and warrants that they are the owner of all of Plaintiff
11 Released Claims, and that they have not directly or indirectly assigned, transferred, or encumbered,
12 or purported to assign, transfer or encumber to any person or entity, whether by operation of law or
13 otherwise, any portion of Plaintiff Released Claims.

14 Plaintiffs shall not be permitted to seek any further payment or any personal relief of any kind,
15 including any payment for damages, wages, fees, costs, penalties, or interest, other than the
16 consideration she is receiving under this Joint Stipulation of Settlement, on account of Plaintiff
17 Released Claims. Exempted from this release shall be the amount Plaintiffs are paid as enhancement
18 fees and as an Individual Settlement Payment and Individual PAGA Payment, and any claims that
19 are currently subject to

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

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

26 **XV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT** 27 **STIPULATION OF SETTLEMENT**

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

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

A. Class Notices and Requests for Exclusion

1. Within ten (10) calendar days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator the name, last known address, and Social Security number of each Settlement Class Member, along their dates of employment and any other information needed to calculate Individual Settlement Payments and Individual PAGA Payments (including the workweeks and pay periods). The Settlement Administrator will keep this information confidential and use it only for the purposes described herein. The Settlement Administrator will provide the Class Data to Class Counsel without any personal identifying information included (such as their name, last known address, and Social Security number) in order for Class Counsel to verify the information in the data including the workweeks and in order for Class Counsel to discharge their fiduciary duties.

2. Within fifteen (15) calendar days of receipt of the Class Data from Defendant, the Settlement Administrator shall mail the Class Notice to all Settlement Class Members via first-class U.S. mail. Prior to mailing the Class Notice, the Settlement Administrator shall run a check of the addresses in the Class Data against the United States Postal Service National Change of Address to update for any reported address changes. If any Class Notice is returned as undeliverable without a forwarding address, the Settlement Administrator shall take appropriate steps to identify a current proper address for that Settlement Class Member, including conducting a , and re-mail the Class Notice to the updated address, all within five (5) business days of receipt of the returned Class Notice. The Settlement Administrator shall then re-mail the Class Notice to the updated address. If

1 a Class Notice is returned to the Settlement Administrator as undeliverable with a forwarding
2 address, the Settlement Administrator will promptly forward the Class Notice to the address.

3 3. The Class Notice shall provide that any Settlement Class Member may dispute the
4 number of workweeks credited to them in their Class Notice. If any Settlement Class Member
5 disputes their workweeks or pay periods information used to calculate the Individual Settlement
6 Payment or Individual PAGA Payment, the Settlement Class Member may state the basis of his or
7
8 no later than the Response Deadline. The Settlement Administrator shall notify Class Counsel and
9 Defendant counsel of any dispute so raised. The Settlement Administrator will review Defendant
10 records and consult Defendant counsel and Class Counsel in order to determine if there is a
11 discrepancy. The Settlement Administrator will decide the dispute using Defendant records and
12 the decision of the Settlement Administrator shall be final.

13 4. Along with the Class Notice, each Settlement Class Member shall also receive
14 instructions on what needs to be stated in the Request for Exclusion if the Settlement Class Member
15 wants to be excluded from this Settlement. If a Settlement Class Member wishes to Opt-Out from
16 this Settlement, and from the release of claims pursuant to this Settlement, he or she shall submit an
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the specified address or fax telephone number stated in the Class Notice. The date of the postmark on the return mailing envelope, fax stamp on the Request for Exclusion, or timestamp on the email shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement, will not be bound by the terms of the Settlement, and will not have any right to object, appeal, or comment thereon, except he or she shall receive his or her PAGA share of the settlement if he or she is a PAGA Employee (since he or she cannot opt out of the PAGA settlement). Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline, or Extended Response Deadline, shall be bound by all the terms of the Settlement and any Final Class Judgment.

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

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

1. The Class Notice shall provide that any Participating Class Member who wishes to object to this Joint Stipulation of Settlement shall mail, email or fax to the Settlement Administrator by a written statement objecting to this Joint Stipulation of Settlement setting forth the legal and factual grounds for any objections (, or appear at the final settlement hearing to state such objection. Such written objections should be mailed, faxed, or emailed on or before the Response Deadline or the Extended Response Deadline. The written Objection shall: (1) contain the name, address, and the last four digits of the Social Security number of the person objecting; (2) be signed by the Participating Class Member; (3) state the grounds on which the Participating Class Member is objecting as well as any documents or evidence supporting his or her objection(s); and (4) be postmarked, fax stamped, or otherwise timestamped by the Response Deadline, or if

1 applicable the Extended Response Deadline and returned to the Settlement Administrator at the
2 specified email, address, or fax telephone number stated in the Class Notice. Upon receipt of any
3 Objections, the Settlement Administrator will forward copies of said Objections to Class Counsel
4 and Defense counsel.

5 2. Approximately sixty (60) calendar days after the Response Deadline or as otherwise
6 determined by the Superior Court, the Superior Court shall conduct a final settlement hearing to
7 determine whether to finally approve this Joint Stipulation of Settlement and to determine Class
8 Co A Fees and Costs, Enhancement Payments to Plaintiffs, and the cost
9 for administering the Settlement to the Settlement Administrator. Within thirty (30) calendar days
10 after the Response Deadline, the Settlement Administrator shall provide a declaration regarding the
11 administration of the Settlement, of all Opt Outs, and of any written objections described above.
12 Class Counsel shall prepare a memorandum of points and authorities in support of this Settlement
13 and request for Attorn Fees and Costs, Enhancement Payment, and administration costs, and
14 shall file them with the Superior Court, for purposes of the final settlement hearing.

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

18 4. After entry of Judgment, the Settlement Administrator shall post to the website
19 created for purposes of providing notice and distributing settlement funds in this Action, copies of
20 any order granting final approval and the Judgment entered.

21 **XVII. TERMINATION OF SETTLEMENT**

22 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
23 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of Settlement
24 without material change; (iii) the Superior Court does not enter the Final Class Judgment without
25 material change; (iv) the Final Class Judgment is materially modified or reversed upon review by a
26 higher court; or (v) this Settlement does not become final for any other reason (except as provided
27 below), Plaintiffs or Defendants may, in their sole and absolute discretion, terminate this Joint
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1 Stipulation of Settlement. In the case of such a termination, this Joint Stipulation of Settlement shall
2 be null and void as if it had never been executed, the Parties shall be returned to their respective
3 statuses as of the date and time immediately prior to the execution of this Joint Stipulation of
4 Settlement, and Plaintiffs and Defendant shall proceed with the Action in all respects as if this Joint
5 Stipulation of Settlement had not been executed. Prior to either Party exercising an option to
6 terminate the Settlement, the Parties agrees to meet and confer in good faith in an effort to resolve
7 the issue(s) and proceed in a manner most likely to result in approval of the Settlement. As provided
8 or Enhancement

9 Payment sought by Class Counsel or by Plaintiffs shall not be a material change or entitle Plaintiffs
10 or Class Counsel to terminate this Settlement. In the event a Party terminates the Settlement pursuant
11 to this section, the Party terminating the agreement will be solely responsible for any costs of
12 administration incurred to the date of the termination.

13 **XVIII. DEFENDANTS OPTION TO TERMINATE JOINT STIPULATION OF**
14 **SETTLEMENT**

15 If five percent (5%) or more of the Settlement Class Members submit complete and timely
16 Requests for Exclusion, Defendants shall have, in their sole and absolute discretion, the option to
17 terminate this Joint Stipulation of Settlement. Defendants shall be entitled to exercise these
18 termination rights by providing written notice to Class Counsel at any time within fifteen (15)
19 calendar days of learning of the condition triggering termination. In the event that Defendants
20 exercises this option, Defendants shall solely be responsible for all costs of administration incurred
21 to the date of termination.

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

26 **XIX. MISCELLANEOUS**
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1 or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to
2 execute any other documents required to effectuate the terms of this Settlement. The Parties and
3 their counsel will cooperate with each other and use their best efforts to effect the implementation
4 of Settlement.

5 8. The Parties agree that neither they nor their counsel will solicit Settlement Class
6 Members to request exclusion from the Settlement Class, to object to this Settlement, or to appeal
7 from the Final Class Judgment.

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

10 10. Plaintiffs and their counsel will not publicize or promote the fact, terms, or amount
11 of this Settlement or the claims being settled through press release, press conference, or postings on
12 social media until after final approval is granted. If asked for comment by the media or third parties,
13 Plaintiffs Class Counsel

14 may refer to the settlement in adequacy of counsel declarations, and following Preliminary
15 Approval, may state on their websites that they settled a wage and hour class action in the Superior
16 Court and generally describe the claims at issue only. . Further, the Parties understand and agree
17 that Class Counsel may disclose this Settlement if ordered to do so by the Court, *e.g.*, post any
18 settlement documents/orders on their respective websites and/or provide information to Settlement
19 Class Members about this Settlement. This Settlement may also be used for purposes of resolving
20 related or overlapping lawsuits or claims by showing the scope of releases and the res judicata bar.

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

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

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

6 14. Should any part, term or provision of this Settlement, with the exception of Sections
7 IV, IX, XII, XIII, XVII, and XVIII, be declared or determined by any court or other tribunal of
8 appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term,
9 or provision shall be deemed stricken and severed from this Settlement and any and all of the other
10 terms of the Settlement shall remain in full force and effect to the fullest extent permitted by law.
11 The Sections specified above in this paragraph are of the essence of this Settlement, and, should any
12 term or provision of those Sections be deemed invalid or unenforceable, the court making such
13 determination shall have the power to limit the term or provision, to delete or rewrite specific words
14 or phrases in those terms or provisions, or to replace any invalid or unenforceable term or provision
15 to make the term or provision valid and enforceable; provided that any such modification must come
16 as close as possible to expressing the intention of the invalid or unenforceable term or provision and
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18 Sections XVII or XVIII.

19 15. Nothing in this Settlement shall restrict: (i) any right to file, testify, or otherwise
20 cooperate in the investigation of an administrative charge or complaint with the Equal Employment
21 Opportunity Commission, the National Labor Relations Board or other federal, state, or local
22 administrative or law enforcement agency, although Plaintiffs are waiving any right to monetary
23 recovery related to such a charge or complaint; (ii) any right to report allegedly unlawful conduct
24 s of federal or state law or regulation, including the right
25 to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii) any right to
26 communicate directly with, respond to an inquiry from, or provide testimony before, the Securities
27 and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other
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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, 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
ees.

JOAQUIN CARRERA

Dated: August 1, 2022, 2022

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Joaquin Carrera
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JUAN RAMIREZ

Dated: August 1, 2022, 2022

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Juan Ramirez
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ARREDONDO FRANCISCO

Dated: August 1, 2022, 2022

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Francisco Arredondo
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EUNICE YVETTE RICHIE

Dated: August 2, 2022, 2022

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Eunice Yvette Richie
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DEFENDANT PARK HOLDING (PHI) SEVICE, LLC

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

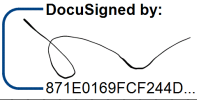
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[NAME]
Title: _____

DEFENDANT PNF-LAX, INC.

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

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

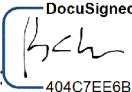
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Joseph Lavi
*Counsel for Plaintiffs, on behalf of himself and all
others similarly situated*

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DEFENDANT PARK HOLDING (PHI) SEVICE, LLC

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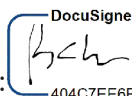
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Barbara Moore

Title: Vice President of Human Resources

DEFENDANT PARK 'N FLY, LLC

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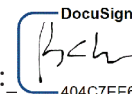
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Barbara Moore

Title: Vice President of Human Resources

DEFENDANT PNF-LAX, INC.

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Barbara Moore

Title: Vice President of Human Resources

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Dated: _____, 2022 By: _____

Joseph Lavi

*Counsel for Plaintiffs, on behalf of himself and all
others similarly situated*

FISHER & PHILLIPS LLP

Dated: August 2, 2022

By: 

Kristen J. Nesbit

Krystle Meyer

Counsel for Defendants

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