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ATTORNEYS FOR PLAINTIFFS

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO**

**LAZ PARKING WAGE AND HOUR  
CASES**

Included actions:

AVITIA v.  
LAZ PARKING CALIFORNIA, LLC

PENA v.  
LAZ PARKING CALIFORNIA LLC

BELTRAN v.  
LAZ PARKING CALIFORNIA, LLC

Case No JCCP5183

**STIPULATION OF SETTLEMENT OF  
PAGA CLAIMS AND RELEASE OF  
PAGA CLAIMS**

Superior Court for the County of San Diego  
Case No.: 37-2020-00030133-CU-OE-CTL

Superior Court for the County of Los Angeles  
Case No.: 21STCV02345

Superior Court for the County of Alameda  
Case No.: RG21086732

Judge: Sturgeon  
Dept.: 67

STIPULATION OF SETTLEMENT OF PAGA ACTIONS AND RELEASE OF CLAIMS

1 This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is entered into  
2 by and between Plaintiffs HECTOR AVITIA, BRIGIDO BELTRAN AND SERGION PENA,  
3 (hereinafter collectively "Plaintiffs"), in their representative capacity on behalf of the State of  
4 California and fellow Aggrieved Employees and Defendant LAZ PARKING CALIFORNIA, LLC,  
5 (hereinafter "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Actions" shall mean the following actions: *Avitia v. LAZ Parking California, LLC*, San  
8 Diego Superior Court Case No. 37-2020-00030133-CU-OE-CTL ("Avitia Action"), *Pena v.*  
9 *LAZ Parking California LLC*, Los Angeles Superior Court Case No. 21STCV02345 ("Pena  
10 Action"), and *Beltran v. LAZ Parking California, LLC*, Alameda Superior Court Case No.  
11 RG21086732 (*Beltran* Action) which have been coordinated by the Judicial Council of  
12 California in the San Diego Superior Court as JCCP Case No. 5183 (collectively "The  
13 Actions").
- 14
- 15 B. "Aggrieved Employees" shall mean All current and former non-exempt employees of  
16 Defendant in California during the PAGA Period.
- 17
- 18 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of  
19 PAGA Actions and Release of PAGA Claims.
- 20
- 21 D. "Court" means the Superior Court for the State of California, County of San Diego  
22 presiding over the *Avitia* Action.
- 23
- 24 E. "Defendant" shall mean LAZ PARKING CALIFORNIA, LLC.
- 25
- 26 F. "Effective Date" means the date of entry by the Court of an order and judgment finally  
27 approving this Settlement.
- 28

- 1 G. "Employee Data" means information regarding the Aggrieved Employees that  
2 Defendant will in good faith compile from its records and provide to the Settlement  
3 Administrator. It shall be formatted in the manner requested by the Settlement  
4 Administrator and shall include sufficient information to effectuate this settlement,  
5 including but not limited to: each Aggrieved Employee's full name; last known  
6 address; Social Security Number; and the number of Pay Periods worked during the  
7 PAGA Period.  
8
- 9 H. "Funding Date" shall mean fifteen (15) calendar days after the Effective Date and is  
10 the date Defendant transfers the Gross Settlement Amount into the QSF in accord  
11 with the terms of this Agreement.  
12
- 13 I. "Gross Settlement Amount" means Seven Hundred Thousand Dollars (\$700,000.00)  
14 that Defendant must pay into the QSF in connection with this Settlement, inclusive of  
15 the PAGA Representative Service Awards, Aggrieved Employee Payment, LWDA  
16 Payment, Plaintiffs' Counsel Award and the Settlement Administration Costs.  
17
- 18 J. "LWDA" means the California Labor and Workforce Development Agency.  
19
- 20 K. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross  
21 Settlement Amount deducting the Settlement Administration Cost and the Plaintiffs'  
22 Counsel Award. The NSA shall be used to satisfy allocated satisfy the PAGA  
23 Representative's claims for civil penalties arising under PAGA asserted on behalf of  
24 the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA  
25 shall be allocated to the Aggrieved Employees ("Aggrieved Employee Payment") and  
26 distributed based on the pro rata number of Pay Periods worked by each Aggrieved  
27  
28

1 Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be  
2 paid to the LWDA ("LWDA Payment").  
3

4 L. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved  
5 Employees by the Settlement Administrator in the form set forth as Exhibit A to this  
6 Agreement.  
7

8 M. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
9 Labor Code § 2698 *et seq.*  
10

11 N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA  
12 Period for each Aggrieved Employee divided by the total of the Pay Periods for all  
13 Aggrieved Employees during the PAGA Period.  
14

15 O. "PAGA Period" means the period between August 26, 2019 to April 22, 2022.  
16

17 P. "PAGA Representative Service Awards" means the amount that the Court authorizes  
18 to be paid to the PAGA Representatives, in addition to their Aggrieved Employee  
19 Payment, in recognition of their efforts and risks in assisting with the prosecution of  
20 the Actions and in exchange for executing the PAGA Representative Release  
21 described in Section III(C).  
22

23 Q. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either  
24 Plaintiffs or Defendant, individually.  
25

26 R. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee  
27 Payment, as defined herein, means any biweekly period in which Aggrieved  
28

1 Employees received wages during his/her employment with Defendant during the  
2 PAGA Period.

3  
4 S. "Plaintiffs" or "PAGA Representatives" shall mean HECTOR AVITIA, BRIGIDO  
5 BELTRAN and SERGIO PENA.

6  
7 T. "Plaintiffs' Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC  
8 ("JCL"), Craig Ackermann of Ackermann Tilajef, P.C. ("A&T"), Tatiana Hernandez,  
9 Esq., of Law Office of Tatiana Hernandez ("TH"), Steven M. Sweat, Esq. of Steven  
10 M. Sweat, APC ("SMS"), Eric Levine, Esq., of The Levine Firm, APC ("LFF"), and  
11 Shani O. Zakay, Esq., of Zakay Law Group, APLC ("ZLG").

12  
13 U. "Plaintiffs' Counsel Award" means the award of attorneys' fees and reimbursement  
14 of litigation expenses that the Court authorizes to be paid to Plaintiffs' Counsel for  
15 the services they have rendered to Plaintiffs, the State of California and the Aggrieved  
16 Employees consisting of attorneys' fees not to exceed one-third of the Gross  
17 Settlement Amount *plus* actually incurred litigation costs up to \$30,000.00 as  
18 documented by Plaintiffs Counsel's billing records. Plaintiffs Counsel's application  
19 for the Plaintiffs' Counsel Award is subject to Court approval, and a reduction in  
20 attorneys' fees, costs, awarded by the Court is not a basis for Plaintiffs to void,  
21 rescind, or terminate this Agreement. The attorneys' fees portion of the Plaintiffs'  
22 Counsel Award shall be allocated between Plaintiffs' Counsel as follows: (21.25%)  
23 to JCL; (21.25%) to ZLG, (14.375%) to A&T; (14.375%) to TH; (14.75%) to SMS,  
24 and (14.375%) to LFF.

25  
26  
27 V. "QSF" means the Qualified Settlement Fund established, designated and maintained  
28 by the Settlement Administrator to fund the Gross Settlement Amount.

1 W. "Released PAGA Claims" means any and all claims that were or could have been  
2 asserted arising out of or relating to the allegations in Plaintiffs' PAGA Notices and  
3 the operative Complaints in the Actions for PAGA penalties that occurred during the  
4 PAGA Period, including any potentially applicable claims for attorneys' fees. The  
5 release as to the State of California and Aggrieved Employees only covers claims that  
6 arise under the Private Attorneys General Act and does not cover an Aggrieved  
7 Employee's individual Labor Code claims as set forth in Paragraph III(C) below. The  
8 release expressly excludes claims for vested benefits, wrongful termination,  
9 unemployment insurance, disability, social security, workers' compensation, and  
10 PAGA claims outside of the PAGA Period. In no event shall this release of the PAGA  
11 Release Claims in this Agreement release any individual claims of any individual  
12 other than the Plaintiffs as set forth in Paragraph III(C) below.  
13  
14

15 X. "Released Parties" shall mean Defendant, and all its present and former parent  
16 companies, subsidiaries, divisions, concepts, related or affiliated companies,  
17 shareholders, officers, directors, employees, agents, attorneys, insurers, successors  
18 and assigns, and any individual or entity which could be liable for any of the PAGA  
19 Release Claims.  
20

21 Y. "Settlement" means the disposition of the Actions pursuant to this Agreement.  
22

23 Z. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,  
24 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement  
25 Administrator establishes, designates and maintains, as a QSF under Internal Revenue  
26 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount  
27 of the Gross Settlement Amount is deposited for the purpose of resolving the claims  
28

1 in the Actions on behalf of the LWDA and the Aggrieved Employees. The Settlement  
2 Administrator shall maintain the funds until distribution in an account(s) segregated  
3 from the assets of Defendant and any person related to Defendant. *All accrued*  
4 *interest shall be paid and distributed to the Aggrieved Employees as part of their*  
5 *respective share of the Aggrieved Employee Payment.*  
6

7 AA. "Settlement Administration Costs" means the amount be paid for the costs of  
8 administration of the Settlement from the Gross Settlement Amount not to exceed  
9 \$30,000.00.  
10

11 **II. RECITALS**  
12

13 A. On August 26, 2020, Plaintiff *Avitia* filed a Notice of Violations with the Labor and  
14 Workforce Development Agency (LWDA) and served the same on Defendant.  
15

16 B. On August 27, 2020, Plaintiff *Avitia* filed a wage and hour class action, alleging  
17 various causes of action pursuant to the California Labor Code. Thereafter, on  
18 December 29, 2020, Plaintiff *Avitia* filed a First Amended Complaint, alleging a  
19 single cause of action for Violations o the California Private Attorneys General Act  
20 ("PAGA").  
21

22 C. On January 2, 2021, Plaintiff *Pena* filed a Notice of Violations with the Labor and  
23 Workforce Development Agency (LWDA) and served the same on Defendant.  
24

25 D. On January 21, 2021, Plaintiff *Pena* filed wage and hour representative action  
26 alleging a single cause of action for Violations of PAGA.  
27  
28

- 1 E. On August 24, 2020, Plaintiff *Beltran* filed a Notice of Violations with the Labor and  
2 Workforce Development Agency (LWDA) and served the same on Defendant.
- 3
- 4 F. On January 26, 2021, Plaintiff *Beltran* filed wage and hour representative action  
5 alleging a single cause of action for Violations of PAGA.
- 6
- 7 G. On August 20, 2021, the Avitia, Pena and Beltran Actions were coordinated in San  
8 Diego Superior Court as JCCP Case No. 5183.
- 9
- 10 H. On March 14, 2022, the Parties participated in mediation presided over by David  
11 Rotman, Esq., an experienced mediator of wage and hour PAGA actions. The  
12 mediation concluded without a settlement. However, following mediation, each side  
13 represented by their respective counsel, with the assistance of Mediator Rotman,  
14 continued negotiations until they agreed to settle the Actions which was memorialized  
15 in the form of a Memorandum of Understanding ("MOU").
- 16
- 17 I. This Agreement replaces and supersedes the MOU and any other agreements,  
18 understandings, or representations between the Parties. This Agreement represents a  
19 compromise and settlement of highly disputed claims. Nothing in this Agreement is  
20 intended or will be construed as an admission by Defendant that the claims in the  
21 Actions of Plaintiffs or the Aggrieved Employees have merit or that Defendant bears  
22 any liability to Plaintiffs or the Aggrieved Employees on those claims or any other  
23 claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have  
24 merit.
- 25

26 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:  
27  
28

1 **III. TERMS OF AGREEMENT**

2  
3 **A. Settlement Consideration and Settlement Payments by Defendant.**

4 1. Settlement Consideration. In full and complete settlement of the Actions, and  
5 in exchange for the releases set forth below, Defendant and the Released  
6 Parties will pay the Gross Settlement Amount of Seven Hundred Thousand  
7 Dollars (\$700,000.00). The Parties agree that this is a non-reversionary  
8 Settlement and that no portion of the Gross Settlement Amount shall revert to  
9 Defendant. Except as provided for in Section III(A)(2) and pursuant to any  
10 individual settlement with Plaintiffs, Defendant shall not be required to pay  
11 more or less than the Gross Settlement Amount.  
12

13  
14 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,  
15 Defendant estimated that there were 9,754 Aggrieved Employees that  
16 collectively worked approximately 168,107 Pay Periods ("Projected Pay  
17 Periods") during the period of October 25, 2019 through February 25, 2022.  
18 In support of the motion for PAGA approval, Defendant will provide a  
19 declaration under penalty of perjury confirming the number of Aggrieved  
20 Employees and Pay Periods they worked during the PAGA Period. If at the  
21 time of submission of the declaration to Plaintiffs' Counsel the pay periods  
22 during the PAGA Period exceeds more than 15% of the number for Projected  
23 Pay Periods stated above, either (a) the Gross Settlement Amount will increase  
24 proportionally, or (b) at Defendant's discretion, the parties will agree to an  
25 earlier ending of the PAGA Period than that set forth in Section I(O).  
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E. Nullification of Settlement Agreement. If this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1           1.     This Settlement Agreement shall be void *ab initio* and of no force or effect,  
2                     and shall not be admissible in any judicial, administrative or arbitral  
3                     proceeding for any purpose or with respect to any issue, substantive or  
4                     procedural; and

5  
6           2.     None of the Parties to this Settlement will be deemed to have waived any  
7                     claims, objections, defenses or arguments in the Actions.

8  
9     F.   Tax Liability. The Parties make no representations as to the tax treatment or legal  
10           effect of the payments called for in this Agreement. The Aggrieved Employees are  
11           not relying on any statement or representation by the Parties in this regard. Aggrieved  
12           Employees understand and agree that they will be responsible for the payment of any  
13           taxes and penalties assessed on their respective share of the Aggrieved Employee  
14           Payments and will be solely responsible for any penalties or other obligations resulting  
15           from their personal tax reporting of the Aggrieved Employees Payments.

16  
17     G.   Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
18           the "acknowledging party" and each Party to this Agreement other than the  
19           acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
20           of this Agreement, and no written communication or disclosure between or among the  
21           Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
22           such communication or disclosure constitute or be construed or be relied upon as, tax  
23           advice within the meaning of United States Treasury Department circular 230 (31 CFR  
24           part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
25           her or its own, independent legal and tax counsel for advice (including tax advice) in  
26           connection with this Agreement, (b) has not entered into this Agreement based upon  
27  
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1 the recommendation of any other Party or any attorney or advisor to any other Party,  
2 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
3 or adviser to any other party to avoid any tax penalty that may be imposed on the  
4 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
5 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
6 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
7 the acknowledging party of the tax treatment or tax structure of any transaction,  
8 including any transaction contemplated by this Agreement.  
9

10  
11 H. Settlement Administrator. The Settlement Administrator shall be responsible for:  
12 establishing and administering the QSF; calculating, processing and mailing payments  
13 to Plaintiffs' Counsel, LWDA and Aggrieved Employees; printing and mailing the  
14 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;  
15 calculating, and distributing tax forms for the Aggrieved Employee Payments;  
16 providing declaration(s) as necessary in support of approval of this Settlement; and  
17 other tasks as the Parties mutually agree or the Court orders the Settlement  
18 Administrator to perform. The Settlement Administrator shall keep the Parties timely  
19 apprised of the performance of all Settlement Administrator responsibilities.  
20

21 I. Employee Data. No later than five (5) calendar days after the Effective Date,  
22 Defendant shall provide the Settlement Administrator with the Employee Data. The  
23 Settlement Administrator shall maintain the Employee Data as private and  
24 confidential except to carry out its duties to administer the Settlement. In no event  
25 will this information ever be shared with or provided to Plaintiffs or Plaintiffs'  
26  
27  
28

1 Counsel unless necessary to ensure Plaintiffs' Counsel's ability to fulfill any  
2 obligations associated with this Settlement.

3  
4 J. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay  
5 the Gross Settlement Amount on or before the Funding Date.

6  
7 1. Calculation of Individual Payments to the Aggrieved Employees. Using the  
8 Employee Data, the Settlement Administrator shall add up the total number of  
9 Pay Periods for all Aggrieved Employees during the PAGA Period. The  
10 respective Pay Periods for each Aggrieved Employee will be divided by the  
11 total Pay Periods for all Aggrieved Employees, resulting in the "PAGA  
12 Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's  
13 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee  
14 Payment to calculate each Aggrieved Employee's estimated share of the  
15 Aggrieved Employee Payment.  
16

17 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,  
18 individual Aggrieved Employee Payments shall be allocated and treated 100%  
19 as penalties and interest. The individual Aggrieved Employee Payments shall  
20 not be subject to wage withholdings and shall be reported on IRS Form 1099s.  
21

22 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee  
23 Payments made to the Aggrieved Employees under this Settlement  
24 Agreement, as well as any other payments made pursuant to this Settlement  
25 Agreement, will not be utilized to calculate any additional benefits under any  
26 benefit plans to which any Aggrieved Employee may be eligible, including,  
27 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock  
28

1 purchase plans, vacation plans, sick leave plans, PTO plans, and any other  
2 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement  
3 will not affect any rights, contributions, or amounts to which any Aggrieved  
4 Employee may be entitled under any benefit plans.

5  
6 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by  
7 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing  
8 address no later than fifteen (15) calendar days after the Funding Date.

9  
10 5. Expiration. Any checks issued the Aggrieved Employees shall remain valid  
11 and negotiable for one hundred and eighty (180) days from the date of their  
12 issuance. If an Aggrieved Employee does not cash his or her settlement check  
13 within 90 days, the Settlement Administrator will send a letter to such persons,  
14 advising that the check will expire after the 180<sup>th</sup> day, and invite that  
15 Aggrieved Employee to request reissuance in the event the check was  
16 destroyed, lost or misplaced. In the event an individual Aggrieved Employee  
17 Payment check has not been cashed within one hundred and eighty (180) days,  
18 the Settlement Administrator shall cause the aggregate sum represented by  
19 those uncashed checks to be sent to The Children's Advocacy Institute (CAI),  
20 founded at the nonprofit University of San Diego School of Law in 1989.  
21 Plaintiffs' Counsel, Defendants' counsel, Plaintiffs and Defendants do not  
22 have any interest, pecuniary or otherwise, in CAI.

23  
24  
25 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA  
26 Payment to the LWDA as one lump sum payment, if by check, certified mail  
27  
28

1 return receipt requested to Plaintiffs' Counsel, within fifteen (15) calendar  
2 days of the Funding Date.

- 3
- 4 7. PAGA Representative Service Awards – In addition to the Individual  
5 Settlement Payment to be paid to Plaintiffs, Plaintiffs will each apply to the  
6 Court for an award of not more than \$10,000.00, as the PAGA Representative  
7 Service Award. Defendant does not presently intend to oppose a PAGA  
8 Representative Service Award of not more than \$10,000.00 for each Plaintiff.  
9 The Settlement Administrator shall pay the PAGA Representative Service  
10 Award, either in the amount stated herein if approved by the Court or some  
11 other amount as approved by the Court, to Plaintiff from the Gross Settlement  
12 Amount no later than fifteen (15) calendar days after the Funding Date. Any  
13 portion of the requested PAGA Representative Service Award that are not  
14 awarded to the PAGA Representatives shall be part of the Net Settlement  
15 Amount and shall be distributed to Aggrieved Employees as provided in this  
16 Agreement. The Settlement Administrator shall issue an IRS Form 1099 —  
17 MISC to Plaintiff for their PAGA Representative Service Award. Plaintiffs  
18 shall be solely and legally responsible to pay any and all applicable taxes on  
19 their PAGA Representative Service Award and shall hold harmless the  
20 Defendant from any claim or liability for taxes, penalties, or interest arising  
21 as a result of the PAGA Representative Service Award. The PAGA  
22 Representative Service Award shall be in addition to Plaintiffs' Aggrieved  
23 Employee Payment as an Aggrieved Employee. Approval of this Settlement  
24 shall not be conditioned on Court approval of the requested amount of the  
25 PAGA Representative Service Award. If the Court reduces or does not  
26  
27  
28

1 approve the requested PAGA Representative Service Award, Plaintiff shall  
2 not have the right to revoke the Settlement, and it will remain binding  
3

4 8. Plaintiffs' Counsel Award. Defendant understands a motion by Plaintiffs'  
5 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement  
6 Amount currently estimated to be Two Hundred Thirty-Three Thousand Three  
7 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$233,333.33) plus  
8 costs and expenses supported by declaration not to exceed Thirty Thousand  
9 Dollars (\$30,000.00), from the Gross Settlement Amount will be filed. Any  
10 portion of the requested Plaintiffs' Counsel Award that is not awarded to  
11 Plaintiffs' Counsel shall be part of the Net Settlement Amount and shall be  
12 distributed to the LWDA and the Aggrieved Employees as provided in this  
13 Agreement. The Settlement Administrator shall distribute and pay the  
14 Plaintiffs' Counsel Award to Plaintiffs' Counsel from the Gross Settlement  
15 Amount no later than fifteen (15) calendar days after the Funding Date.  
16 Plaintiffs' Counsel shall be solely and legally responsible to pay all applicable  
17 taxes on the payment made pursuant to this paragraph. The Settlement  
18 Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs' Counsel  
19 for the payments made pursuant to this paragraph. In the event that the Court  
20 reduces or does not approve the requested Plaintiffs' Counsel Award,  
21 Plaintiffs and Plaintiffs' Counsel shall not have the right to revoke the  
22 Settlement, or to appeal such order, and the Settlement will remain binding.  
23  
24  
25

26 9. Settlement Administration Costs. The Settlement Administrator shall be paid  
27 for the costs of administration of the Settlement from the Gross Settlement  
28

1 Amount. The estimate of the Settlement Administration Costs is \$30,000.00.

2 The Settlement Administrator shall be paid the Settlement Administration

3 Costs no later than fifteen (15) calendar days after the Funding Date.

4  
5 K. Approval Motion. Plaintiffs' Counsel and Plaintiffs shall use best efforts to file with  
6 the Court a Motion for Settlement Approval and Entering Judgment Finally  
7 Approving Settlement, within forty-five (45) days following the execution of this  
8 Agreement.

9  
10 L. Notice of Settlement to LWDA. In connection with the Motion for Settlement  
11 Approval, Plaintiffs' Counsel shall submit this Agreement to the LWDA pursuant to  
12 California Labor Code section 2699(1)(2). Plaintiffs' Counsel shall within ten (10)  
13 days after the entry of the judgment or order approving this Settlement, submit the  
14 order approving the Settlement to the LWDA pursuant to California Labor Code  
15 section 2699(1)(3).

16  
17 N. Review of Motion for Settlement Approval. Plaintiffs' Counsel will provide an  
18 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,  
19 including the Order Granting Approval of the Settlement, and Judgment Finally  
20 Approving Settlement before filing with the Court. The Parties and their counsel will  
21 cooperate with each other and use their best efforts to affect the Court's approval of  
22 the Motion for Approval of the Settlement, and entry of Judgment.

23  
24  
25 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
26 their best efforts to implement the Settlement.

1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,  
2 except such proceedings necessary to implement and complete the Settlement.

3  
4 Q. Amendment or Modification. This Agreement may be amended or modified only by  
5 a written instrument signed by counsel for all Parties or their successors-in-interest.

6  
7 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
8 Agreement among these Parties, and no oral or written representations, warranties or  
9 inducements have been made to any Party concerning this Agreement or its Exhibit  
10 other than the representations, warranties and covenants contained and memorialized  
11 in this Agreement and its Exhibit.

12  
13 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
14 represent they are expressly authorized by the Parties whom they represent to negotiate  
15 this Agreement and to take all appropriate action required or permitted to be taken by  
16 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
17 documents required to effectuate the terms of this Agreement. The persons signing  
18 this Agreement on behalf of Defendant represents and warrants that he/she is  
19 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and  
20 warrant that they are authorized to sign this Agreement and that he/she has not assigned  
21 any claim, or part of a claim, covered by this Settlement to a third-party.

22  
23  
24 T. Limited Disclosure: The Plaintiffs/PAGA Representatives and PAGA Counsel will  
25 not make any public disclosure of the Settlement or Memorandum of Understanding  
26 DATED: \_\_\_\_\_ until after the Settlement is approved by the Court. PAGA Counsel will take all steps  
27 necessary to ensure the Plaintiffs/PAGA Representatives are aware of and will  
28 encourage the Plaintiffs/PAGA Representatives to adhere to, the restriction against any

1 public disclosure of the Settlement the contents of the Memorandum of Understanding  
2 or long form settlement documents until after the Settlement is approved by the Court.  
3 Following approval of the Settlement, the Plaintiffs/PAGA Representatives and PAGA  
4 Counsel will not have any communications with the media other than to direct the  
5 media to the public records of the actions on file with the Court. PAGA Counsel will  
6 take all steps necessary to ensure the Plaintiffs/PAGA Representatives are aware of,  
7 and will encourage the Plaintiffs/PAGA Representatives to adhere to, the restriction  
8 against any media comment on the Settlement and its terms. PAGA Counsel further  
9 agree to not sue the Settlement of this Action or any of its terms for any marketing  
10 purposes.  
11

12  
13 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
14 to the benefit of, the successors or assigns of the Parties, as previously defined.

15  
16 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
17 shall be governed by and interpreted according to the laws of the State of California.

18  
19 W. Counterparts. This Agreement may be executed in one or more counterparts. All  
20 executed counterparts and each of them shall be deemed to be one and the same  
21 instrument provided that counsel for the Parties to this Agreement shall exchange  
22 among themselves copies or originals of the signed counterparts.

23  
24 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
25 is a fair, adequate and reasonable settlement of these Actions and have arrived at this  
26 Settlement after extensive, non-collusive arms-length negotiations, taking into account  
27 all relevant factors, present and potential.  
28

1 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
2 respect to the interpretation, implementation and enforcement of the terms of this  
3 Agreement and all orders and judgments entered in connection therewith, and the  
4 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
5 interpreting, implementing and enforcing the settlement and all orders and judgments  
6 entered in connection with this Agreement.  
7

8 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
9 the Court shall first attempt to construe the provisions valid to the fullest extent  
10 possible consistent with applicable precedents so as to define all provisions of this  
11 Agreement valid and enforceable.  
12

13 AA. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the  
14 Released PAGA Claims have merit and give rise to liability on the part of Defendant.  
15 Defendant claims that the Released PAGA Claims have no merit and do not give rise  
16 to liability. This Agreement is a compromise of disputed claims. Nothing contained  
17 in this Agreement and no documents referred to and no action taken to carry out this  
18 Agreement may be construed or used as an admission by or against the Defendant or  
19 Plaintiffs or Plaintiffs' Counsel as to the merits or lack thereof of the claims asserted.  
20 Other than as may be specifically set forth herein, each Party shall be responsible for  
21 and shall bear its/his own attorneys' fees and costs.  
22  
23  
24

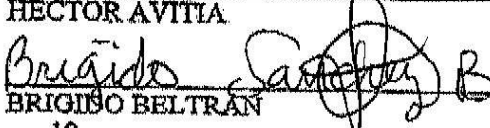
25 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

26 DATED: Jun 15, 2022

  
Hector Avitia (Jun 15, 2022 15:14 PDT)

HECTOR AVITIA

27 DATED: 06/13/2022

  
BRIGIDO BELTRAN

19

STIPULATION OF SETTLEMENT OF PAGA ACTION AND RELEASE OF CLAIMS

1 DATED: 7/2/2022

2 DATED: 6/10/2022

3 IT IS SO AGREED AS TO FORM BY COUNSEL:

4 DATED: June 15, 2022

5 DATED: June 15, 2022

6 DATED: 6/8/2022

7 DATED: \_\_\_\_\_

8 DATED: 6/30/2022

DocuSigned by:

  
SERGIO PENA

LAZ PARKING CALIFORNIA, LLC

Glenn T. Teft  
Printed Name

General Counsel  
Title

JCL LAW FIRM, A.P.C.

By: 

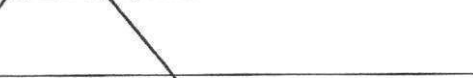
Attorneys for the Plaintiffs and the Aggrieved Employees

ZAKAY LAW GROUP, A.P.L.C.

By: 

Attorneys for the Plaintiffs and the Aggrieved Employees

JACKSON LEWIS, P.C.

By: 

Attorneys for Defendant

LAW OFFICES OF STEVEN M. SWEAT

By: \_\_\_\_\_  
Attorneys for Sergio Pena

THE LEVINE FIRM, APC

By:   
Attorneys for Sergio Pena

DATED: \_\_\_\_\_

SERGIO PENA

DATED: 6/10/2022

LAZ PARKING CALIFORNIA, LLC

Glenn T. Tark

Printed Name

General Counsel

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: June 15, 2022

JCL LAW FIRM, A.P.C.

By: [Signature]

Attorneys for the Plaintiffs and the Aggrieved Employees

DATED: June 15, 2022

ZAKAY LAW GROUP, A.P.L.C.

By: [Signature]

Attorneys for the Plaintiffs and the Aggrieved Employees

DATED: 6/8/2022

JACKSON LEWIS, P.C.

By: [Signature]

Attorneys for Defendant

DATED: 6/30/22

LAW OFFICES OF STEVEN M. SWEAT

By: [Signature]

Attorneys for Sergio Pena

DATED: 6/30/2022

THE LEVINE FIRM, APC

By: Olesia Boulashev

Attorneys for Sergio Pena

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by former California employees Hector Avitia, Brigido Beltran, and Sergio Pena (collectively "Plaintiffs") against LAZ Parking California, LLC ("Company"), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiffs claimed that they and other employees were not provided legally compliant meal and rest periods, not properly paid minimum, regular and overtime wages, not provided with accurate wage statements, not timely paid final wages, not provide suitable seating, and that Defendant failed maintain true and accurate records.

The Company denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, the Company and Plaintiffs have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all current and former non-exempt employees of Defendant in California between April 26, 2019 to April 22, 2022. ("PAGA Employees").

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in the case entitled *LAZ Parking Wage and Hour Cases, Superior Court State of California, County of San Diego, Case No. JCCP5183*.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2023. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

## EXHIBIT A