

PLAINTIFF/PETITIONER: Frank Degourville, et al.
 DEFENDANT/RESPONDENT: TPS Parking Management, et al.

CASE NUMBER:
 21STCV07881 / Dept. SSC9

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: February 12, 2025

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



Andy Hernandez

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Electronically Received 02/07/2025 01:22 PM

02/11/2025

David W. Stoyko, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

FRANK DEGOURVILLE, individually, and
on behalf of other members of the general
public similarly situated and other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

TPS PARKING MANAGEMENT, INC., an
unknown business entity; TPS PARKING
MANAGEMENT, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV07881

Honorable Elaine Lu
Department SSC9

CLASS ACTION

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND
JUDGEMENT**

Complaint Filed: March 1, 2021
FAC Filed: February 28, 2024
Trial Date: None Set

1 This matter came before the Honorable Elaine Lu in Department SSC9 of the above-
2 entitled Court, located at 312 North Spring Street, Los Angeles, California, 90012, on Plaintiff
3 Frank Degourville’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement,
4 Attorneys’ Fees and Costs, and Enhancement Payment (“Motion for Final Approval”). Lawyers
5 for Justice, PC appeared on behalf of Plaintiff, and Baker & Hostetler LLP and Amundsen Davis,
6 LLC appeared on behalf of Defendant TPS Parking Management, LLC (“Defendant”) (together
7 with Plaintiff, the “Parties”).

8 On August 1, 2024, the Court entered an Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action, and the action entitled *Frank Degourville v. TPS Parking*
11 *Management, Inc.*, Superior Court for the County of Los Angeles, Case No. 21TRCV00367
12 (together, the “Actions”) in accordance with the Second Amended Stipulation of Class Action and
13 PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with
14 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Actions.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
20 Settlement Agreement.

21 2. This Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the Actions.

23 3. The Court finds that the applicable requirements of California Code of Civil
24 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
25 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
26 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
27 hereby defined to include:

28 ///

1 All current or former hourly-paid or non-exempt employees of Defendant in
2 California employed between March 1, 2017 through August 1, 2024 (“Class”
or “Class Members”).

3 4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
4 provided to the Class Members, fully and accurately informed the Class Members of all material
5 elements of the Settlement and of their opportunity to participate in the Settlement, object to or
6 comment on the Class Settlement, or to seek exclusion from the Class Settlement; was the best
7 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
8 Members; and complied fully with the laws of the State of California, the United States
9 Constitution, due process and other applicable law. The Class Notice fairly and adequately
10 described the Settlement and provided the Class Members with adequate instructions and a variety
11 of means to obtain additional information.

12 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
13 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
14 specifically, the Court finds that the Settlement was reached following meaningful discovery and
15 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
16 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
17 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
18 Court has considered all of the evidence presented, including evidence regarding the strength of
19 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
20 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
21 completed; and the experience and views of Class Counsel. The Court has further considered the
22 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
23 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
24 the following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
28 themselves from the Class Settlement. There were no requests to be excluded from the Class

1 Settlement (“Requests for Exclusion”) from Class Members. Accordingly, the Court determines
2 that all Class Members who have not submitted a timely and valid Request for Exclusion from the
3 Class Settlement (“Settlement Class Members”), are bound by the Class Settlement and by this
4 order and judgment (“Final Approval Order and Judgment”), and the State of California and all
5 current and former hourly-paid or non-exempt employees of Defendant in California employed
6 between March 3, 2020 through August 1, 2024 (“PAGA Members”) are bound by the PAGA
7 Settlement and this Final Approval Order and Judgment.

8 7. The Court finds that allocation of \$190,000.00 toward penalties under the
9 California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable,
10 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
11 Penalty Amount as follows: the amount of \$142,500.00 to the California Labor and Workforce
12 Development Agency (“LWDA PAGA Payment”), and the amount of \$47,500.00 to be distributed
13 to the PAGA Members, in accordance with the terms and methodology set forth in the Agreement.

14 8. The Court finds that payment of Settlement Administration Costs in the amount of
15 \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Settlement
17 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the
18 amount of \$10,000.00, in accordance with the terms and methodology set forth in the Agreement.

19 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
20 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
21 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Frank Degourville for his
22 Enhancement Payment, according to the terms and methodology set forth in the Agreement.

23 10. The Court finds that the requested attorneys’ fees in the amount of \$550,000.00 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$550,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Agreement.

1 11. The Court finds that the requested Class Counsel litigation costs and expenses of
2 \$16,088.75 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$16,088.75 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Agreement.

6 12. The Court hereby orders that upon the Effective Date¹ and full funding of the Total
7 Settlement Amount (including all employer payroll taxes owed on the wage portion of the
8 Individual Settlement Shares), Plaintiff and all Settlement Class Members will be deemed to have
9 fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant,
10 correctly named as TPS Parking Management, LLC, and all its former, present, and future parent
11 companies, subsidiaries, affiliates, shareholders, direct and indirect owners, members, directors,
12 officers, agents, executive-level employees, attorneys, insurers, predecessors, successors,
13 and assigns of any of the foregoing, including but not limited
14 to, Green Courte Partners LLC and Ella Lewin entities (“Released Parties”) of all claims arising
15 out of the facts alleged, in the Operative Complaint or that could have been alleged based on the
16 factual allegations in the Operative Complaint, arising during the Class Period, under federal, state,
17 or local law or statute, including but not limited to claims under the California Labor Code
18 (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194,
19 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders
20 (including *inter alia*, Wage Orders Nos. 4-2001, 9-2001, and 15-2001), regulations, and/or other
21 provisions of law for failure to pay wages (including, *inter alia*, minimum, regular, overtime, and
22 reporting time wages), failure to provide compliant meal periods and associated premium pay,

23 ¹ “Effective Date” is defined as the date when all of the following events have occurred: (1) the Settlement
24 Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has
25 given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members,
26 providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class
27 Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and
28 Judgment; and (5) the later of the following events: five business days after the period for filing any
appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has
elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ,
or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed,
five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been
finally and conclusively dismissed with no right to pursue further remedies or relief.

1 failure to provide compliant rest periods and associated premium pay, failure to provide compliant
2 wage statements, failure to timely pay wages upon termination of employment, failure to provide
3 a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll
4 records, and failure to reimburse necessary business expenses and unfair or unlawful business
5 practices in violation of California Business and Professions Code § 17200, *et seq.* based on the
6 aforementioned (“Released Class Claims”) that he or she may have or had, in accordance with the
7 terms set forth in the Settlement Agreement.

8 13. The Court hereby orders that upon the Effective Date and full funding of the Total
9 Settlement Amount, Plaintiff, the State of California, and all PAGA Members will be deemed to
10 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
11 Released Parties of all claims for civil penalties under California Labor Code § 2698, *et seq.*
12 (“PAGA”), arising out of the facts alleged in the LWDA Letter and Operative Complaint, arising
13 during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a),
14 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and California
15 Industrial Welfare Commission Wage Orders Nos. 4-2001, 9-2001, and 15-2001 for failure to pay
16 wages (including, inter alia, minimum, regular, overtime, and reporting time wages), failure to
17 provide compliant meal periods and associated premium pay, failure to provide compliant rest
18 periods and associated premium pay, failure to provide compliant wage statements, failure to
19 timely pay wages upon termination of employment, failure to provide a day of rest, failure to
20 timely pay wages during employment, failure to maintain requisite payroll records, and failure to
21 reimburse necessary business expenses (“Released PAGA Claims”), in accordance with the terms
22 set forth in the Settlement Agreement.

23 14. It is hereby ordered that within thirty (30) calendar of the Effective Date, the
24 Defendant will fund the Total Settlement Amount along with any employer-side tax obligations
25 associated with the Total Settlement Amount, by transmitting the funds to the Settlement
26 Administrator, in accordance with the terms and methodology set forth in the Settlement
27 Agreement.
28

1 15. It is hereby ordered that upon within seven (7) calendar days after Defendant funds
2 the Total Settlement Amount, the Settlement Administrator will distribute the Court-approved
3 Attorneys' Fees and Costs to Class Counsel, Court-approved Enhancement Payment to Plaintiff,
4 Court-approved Settlement Administration Costs to the Settlement Administrator, LWDA
5 Payment to the LWDA, Individual Settlement Payments to the Settlement Class Members, and
6 Individual PAGA Payments to the PAGA Members, in accordance with the terms and
7 methodology set forth in the Settlement Agreement.

8 16. Any checks issued by the Settlement Administrator to the Settlement Class
9 Members and PAGA Members will be valid and negotiable for one hundred and eighty (180)
10 calendar day after issuance, and thereafter, the checks will be cancelled. All leftover funds
11 associated with such canceled checks will be transmitted to the California Controller's Unclaimed
12 Property Fund in the name of the Settlement Class Member and/or PAGA Member whose check
13 is cancelled in accordance with the California Code of Civil Procedure Section 384, subd. (b).
14 All Settlement Class Members and PAGA Members shall be bound by the terms and conditions
15 of this Settlement Agreement regardless of whether or not they cash or otherwise negotiate their
16 Individual Settlement Payment check and/or Individual PAGA Payment check.

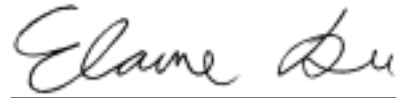
17 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
18 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
19 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
20 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
21 any dispute arising from or in connection with the distribution of settlement benefits.

22 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
23 Settlement Class Members and PAGA Members by posting a copy of the Final Approval Order
24 and Judgment on the Settlement Administrator's website within three (3) days of receipt of the
25 Final Approval Order and Judgment. Individualized notice is not required.

26 19. A Non-Appearance Case Review Regarding Final Compliance is set for May 4,
27 2026 at 8:30 a.m. in Department SSC9. Class Counsel shall give notice to the Class Members and
28

1 to the LWDA, if applicable, no later than March 28, 2025. Class Counsel shall submit a final
2 accounting report regarding distribution of the settlement funds no later than April 27, 2026.

3
4 Dated: 02/11/2025



Honorable Elaine Lu
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On February 12, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Sabrina Shadi (sshadi@bakerlaw.com)

BAKER & HOSTETLER LLP

1900 Avenue of the Stars | Suite 2700

Los Angeles, CA 90067-4301

Heather Bailey (hbailey@salawus.com)

SMITH AMUNDSEN LLC

150 North Michigan Avenue, Suite 3300

Chicago, IL 60601

Attorneys for Defendants

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** to the individual(s) listed above.

State of California, Labor & Workforce Development Agency Web URL:

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

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on February 12, 2025, at Glendale, California.



Andy Hernandez