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Attorneys for Plaintiff

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;

Plaintiff,

v.

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

Defendants.

Case No.: 21STCV07881

Honorable Yvette M. Palazuelos
Department SSC9

CLASS ACTION

**DECLARATION OF YASMIN
HOSSEINI IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class
Representative (Frank Degourville); and
[Proposed] Order filed concurrently
herewith]

Date: February 8, 2024
Time: 10:00 a.m.
Department: SSC9

Complaint Filed: March 1, 2021
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Frank Degourville (“Plaintiff or “Class Representative”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

EDUCATION

2. Since October 2008, Lawyers for Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers for Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers for Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers for Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus

1 Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In
2 addition, he has previously served as a pro bono mediator for the Los Angeles County Superior
3 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
4 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
5 From approximately September 2002 to approximately December 2002, he served as a Judicial
6 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
7 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
8 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
9 Appellate District. In December of 2004, he obtained a license to practice law from the California
10 State Bar. From approximately December 2004 to approximately August 2008, he was employed
11 by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice
12 focused on class actions and other complex cases involving toxic torts and products liability. In
13 addition, he gained substantial experience on cases involving insurance bad faith, premises
14 liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he
15 argued approximately one hundred (100) motions, took or defended approximately one hundred
16 fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in
17 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
18 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
19 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
20 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
21 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
22 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at
23 the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
24 involving the executive, administrative, and other overtime exemptions to the State of California
25 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
26 has successfully obtained class certification by contested motion practice in approximately fifteen
27 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

28 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He

received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including, but not limited to, those listed in paragraph 7 herein.

5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private

Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

1 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of household items involving allegations of
3 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC413498.

6 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national property management company involving
8 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC430918.

11 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer involving allegations of misclassification of
13 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
14 certification. On August 26, 2013, the court granted final approval of the class action settlement.
15 The Los Angeles County Superior Court Case Number is BC424012.

16 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a bank, involving allegations of
18 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
19 granted final approval of the class and PAGA representative action settlement. The Kern County
20 Superior Court Case Number is S-1500-CV-273194-LHB.

21 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a national wholesale distributor of
23 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
24 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
25 representative action settlement. The Sacramento County Superior Court Case Number is 34-
26 2012-00136285.

27 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class action against a multinational corporation that provides global workplace

1 solutions, involving allegations of misclassification of the “Operations Manager” position. On
2 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
3 County Superior Court Case Number is BC478769.

4 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action against a national retailer of household
6 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
7 final approval of the class and PAGA representative action settlement. The San Francisco County
8 Superior Court Case Number is CGC-13-532344.

9 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
11 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
12 motion for class certification. On October 20, 2017, the court granted final approval of the class
13 and PAGA representative action settlement. The Los Angeles County Superior Court Case
14 Number is BC474784.

15 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of upscale
17 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
18 granted final approval of the class and PAGA representative action settlement. The Los Angeles
19 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
20 Coordination Proceeding Number is 4794.

21 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
23 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
24 settlement. The Los Angeles County Superior Court Case Number is BC488069.

25 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
27 involving allegations of misclassification of the “Department Manager” position. On August 12,
28 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Orange County Superior Court Case Number is
10 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.
28

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law and finding, in part, that
5 employer arbitration agreements are unenforceable where they block a PAGA claim from
6 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
7 granted approval of the PAGA representative action settlement. The San Diego County Superior
8 Court Case Number is 34-2015-00175330.

9 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
13 granted final approval of the class and PAGA representative action settlement. The San Diego
14 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

15 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
17 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
18 court granted in part the plaintiff's motion for class certification and certified a class. The
19 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
20 Judicial Council Coordination Proceeding Number is 4930.

21 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against manufacturer and supplier of power products and services on
23 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
24 for class certification and certified a class. On August 27, 2021, the court granted final approval
25 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
26 00025968-CU-OE-CTL.

27 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
28 nutritional products manufacturer on behalf of non-exempt production line employees. On

December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

SUMMARY OF WORK PERFORMED

7. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), entered into by and between Plaintiff Frank Degourville ("Plaintiff"), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant TPS Parking Management, LLC ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as well.

8. Based on information provided by Defendant, as of August 25, 2023, the class is estimated to consist of approximately five hundred and sixty-nine (569) individuals.

9. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

10. Class Counsel has litigated the matter for over two (2) years and was actively preparing the matter for class certification and trial. The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Hon. Michael Latin

(Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged class information and engaged in extensive discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery, and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members and of the Released PAGA Claims of Plaintiff, PAGA Members, and the State of California, against the Released Parties.

11. 11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the action for class certification and trial. Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records and payroll records, multiple iterations of Defendant's Employment Handbook, forms (including but not limited to TPS Driver Training Outline and Road Test Certification, Direct Deposit Authorization, California Healthy Workplaces, Healthy

1 Families Act Leave Policy Acknowledgment Form, Driver/Valey Additional Employment
2 Acknowledgement, Employee Authorization Agreement for Electronic Pay Stub, and Handbook
3 Acknowledgement Form), procedures, and policies, internal memoranda, job descriptions,
4 Defendant's operations and employment practices and procedures, among other information and
5 documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to
6 gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
7 numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production
8 of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation
9 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
10 among other tasks.

11 12. Counsel for the Parties have also invested time researching and investigating the
12 applicable law, which is constantly evolving as it relates to certification, representative PAGA
13 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
14 and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class
15 Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

16 13. The Settlement provides for a Total Settlement Amount of One Million And Six
17 Hundred Fifty Thousand Dollars (\$1,650,000.00). The Net Settlement Amount is the Total
18 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
19 and Costs to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs
20 to Settlement Administrator, and the PAGA Penalty Amount allocated to penalties under PAGA.
21 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
22 the Court, the Net Settlement Amount is currently estimated to be Seven Hundred Eighty-Three
23 Thousand Five Hundred Dollars (\$783,500.00). The Total Settlement Amount will be fully
24 distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

25 14. The Parties have agreed to retain Phoenix Class Action Administration Solutions
26 ("Settlement Administrator") to handle the notice and settlement administration. The Parties
27 respectfully request that the Court appoint Phoenix Class Action Administration Solutions to
28 handle these procedures and serve as the Settlement Administrator. Defendant will provide the

1 Settlement Administrator with the following information for each Class Member and PAGA
2 Member: (1) full name; (2) last known mailing address; (3) Social Security Number; and (4) start
3 and end dates of employment by Defendant during the Class Period and, if applicable, during the
4 PAGA Period, the number of Workweeks worked by each Class Member during the Class Period
5 and each PAGA Member's Workweeks during the PAGA Period (collectively, "Class List"), and
6 the Settlement Administrator will calculate each Settlement Class Member's estimated *pro rata*
7 share of the Net Settlement Amount ("Individual Settlement Share") and will calculate each PAGA
8 Member's estimated *pro rata* share of the 25% of the PAGA Penalty Amount ("Individual PAGA
9 Payment"). The Settlement Administrator's duties will include: printing, distributing, and tracking
10 Class Notices and other documents for this settlement, calculating and distributing payments due
11 under the Settlement issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
12 withholdings, and remittances, providing necessary reports and declarations, and other duties and
13 responsibilities set forth in the Settlement. Settlement Administration Costs are currently estimated
14 not to exceed Twelve Thousand Dollars and no cents (\$12,000.00) and will be paid out of the Total
15 Settlement Amount, subject to approval of the Court.

16 3. Based on investigation and information discovered, Class Counsel believe that there
17 is sufficient evidence to support the allegations made in the lawsuits, including the allegations that
18 Defendant, with respect to Plaintiff, Class Members, and PAGA Members, *inter alia*, failed to
19 properly pay overtime and minimum wages and associated premium pay, failed to provide
20 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
21 during employment and upon termination of employment, failed to provide compliant wage
22 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
23 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
24 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
25 sections 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform
26 similar job duties and were subject to the same or similar operations and employment policies,
27 practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping
28 practices with respect to Plaintiff, Class Members, and PAGA Members were substantially the

1 same during the time period at issue. As a result, Plaintiff claims that the Class Members and
2 PAGA Members, were uniformly not paid all of the compensation that was owed to them by
3 Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be
4 determined by Defendant's uniform operations and employment practices, policies, and
5 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
6 California during the relevant time period.

7 15. Class Counsel is aware of the defenses and position of Defendant, but believe that
8 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
9 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
10 and the difficulties and delays inherent in such litigation, including those involved in class
11 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
12 burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's
13 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
14 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
15 mediator, who is experienced and well-regarded in complex labor and employment matters.

16 16. Defendant, on the other hand, denied and continues to deny any liability and
17 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
18 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
19 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
20 have also had the opportunity to interview witnesses and review documents and information
21 relating to Plaintiff's, Class Members', and PAGA Members' employment with Defendant, and
22 Defendant's operations and employment policies, practices, and procedures. The Parties also
23 reviewed and analyzed thousands of pages of documents and data, including but not limited to
24 time and pay information, to determine the potential value and strength of the claims. The
25 available information enabled Class Counsel to assess and value the potential claims and prepare
26 violation, damages, and penalties analyses models. Accordingly, the Parties have conducted
27 adequate investigation and discovery to be sufficiently informed of the nature and extent of the
28 Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness,

adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.

17. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-eight percent (38%) of the Total Settlement Amount (i.e., \$627,000.00) and expenses and costs in Attorneys' Fees in an amount not to exceed twenty thousand dollars (\$20,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

18. The Settlement Agreement provides for payment of up to Seventeen Thousand Five Hundred Dollars (\$17,500.00) to Plaintiff as an Enhancement Payment, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to his individual settlement payment, for their services on behalf of the Class, PAGA Members, and the State of California.

19. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 25th day of August 2023, in Glendale, California.



Yasmin Hosseini

EXHIBIT 1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Frank Degourville
4 (“Plaintiff” or “Class Representative”), on behalf of all others similarly situated and the State of
5 California with respect to aggrieved employees, and Defendant TPS Parking Management, LLC
6 (“Defendant”) (and collectively with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, PAGA Members and Settlement Class
8 Members (as defined herein), the State of California (as set forth herein), and on Defendant, subject to
9 the terms and conditions hereof and the approval of the Court.

10 **RECITALS**

11 1. On March 1, 2021, Plaintiff filed the Class Action Complaint for Damages (“Class
12 Complaint”), thereby commencing the action entitled *Frank Degourville v. TPS Parking Management,*
13 *Inc.* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV07881 (the
14 “Class Action”) against Defendant, alleging causes of action for violation of (1) California Labor Code
15 §§ 510 and 1198 (Unpaid Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Non-Compliant
16 Meal Periods and Unpaid Premiums), (3) California Labor Code § 226.7 (Non-Compliant Rest Periods
17 and Unpaid Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages),
18 (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid, (6) California Labor Code §
19 204 (Wages Not Timely Paid During Employment), (7) California Labor Code § 226(a) (Non-Compliant
20 Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9)
21 California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), and (10) California Labor
22 Code and California Business & Professions Code § 17200, *et seq.*

23 2. On March 12, 2021, Plaintiff provided written notice by online submission to the Labor
24 and Workforce Development Agency and by certified mail to Defendant of the specific provisions of the
25 California Labor Code that Defendant allegedly violated (the “LWDA Letter”).

26 3. On May 17, 2021, Plaintiff filed the Complaint for Damages & Enforcement Under the
27 Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“PAGA Complaint”), thereby
28 commencing the action entitled *Frank Degourville v. TPS Parking Management, Inc.*, in the Superior

1 Court for the County of Los Angeles, Case No. 21TRCV00367 (the “PAGA Action”) against Defendant,
2 alleging a single cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004
3 (“PAGA”), on behalf of the State of California in connection with himself and aggrieved employees.

4 4. Defendant denies all material allegations set forth in each of the Class Action and the
5 PAGA Action (together, the “Actions”), defined below, and has asserted numerous affirmative defenses.
6 Nevertheless, in the interest of avoiding further litigation, Defendant desires to fully and finally settle
7 the Actions, Released Class Claims, and Released PAGA Claims (as defined and provided herein).

8 5. Class Counsel in the Actions diligently investigated the class and PAGA claims against
9 Defendant, including any and all applicable defenses and the applicable law. The investigation included,
10 *inter alia*, the exchange of information, data, and documents, and review of numerous corporate policies
11 and practices.

12 6. On June 14, 2022, the Parties participated in an all-day mediation with Hon. Michael
13 Latin (Ret.) (the “Mediator”), a respected mediator of complex wage and hour actions, however the case
14 did not settle. The settlement discussions were conducted at arm’s-length both at and over a period of
15 several months following the June 14, 2022 Mediation, and with the assistance of the Mediator’s
16 evaluations, the Parties eventually reached the Settlement that is memorialized herein. The Settlement
17 is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in
18 relation to the costs and risks associated with continued litigation. Based on the documents produced,
19 as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that
20 the Settlement with Defendant for the consideration and on the terms set forth in this Settlement
21 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, PAGA
22 Members, and State of California in light of all known facts and circumstances, including the risk of
23 significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

24 7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
25 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
26 of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved,
27 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

28 **DEFINITIONS**

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

1 8. The following definitions are applicable to this Settlement Agreement. Definitions
2 contained elsewhere in this Settlement Agreement will also be effective:

3 a. “Actions” means the Class Action and the PAGA Action.

4 b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
5 Class Counsel’s litigation and resolution of the Actions, and all actual costs incurred and to be incurred
6 by Class Counsel in the Actions, as set forth in Paragraph 12 below.

7 c. “Class Counsel” or “Plaintiff’s Counsel” means Arby Aiwazian, Joanna Ghosh,
8 and Yasmin Hosseini of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

9 d. “Class List” means a complete list of all Class Members that Defendant will
10 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
11 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
12 Class Member’s full name, last known mailing address, Social Security Number, start and end dates of
13 employment by Defendant during the Class Period and, if applicable, during the PAGA Period, the
14 number of Workweeks (as defined below) worked by each Class Member during the Class Period and
15 each PAGA Member’s Workweeks during the PAGA Period (as defined below).

16 e. “Class Member(s)” or “Class” mean all current or former hourly-paid or non-
17 exempt employees of Defendant in California employed between March 1, 2017 through the date of
18 Preliminary Approval.

19 f. “Class Notice” means the Notice of Class Action Settlement, substantially in the
20 form attached as “**Exhibit A.**”

21 g. “Class Period” means the time period from March 1, 2017 through the date of
22 Preliminary Approval.

23 h. “Class Representative” or “Plaintiff” means Frank Degourville.

24 i. “Class Settlement” means the settlement and resolution of the Released Class
25 Claims.

26 j. “Court” means the Superior Court of the State of California for the County of Los
27 Angeles.

28 k. “Defendant” means TPS Parking Management, LLC.

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

1 l. “Defendant’s Counsel” means Baker & Hostetler LLP and Amundsen Davis,
2 LLC.

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

15 n. “Enhancement Payment” means the amount to be paid to Plaintiff Frank
16 Degourville in recognition of his effort and work in prosecuting the Actions and in exchange for a
17 general release, as set forth in Paragraph 13 below.

18 o. “Final Approval” means the determination by the Court that the Settlement is
19 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

20 p. “Final Approval Hearing” means the hearing at which the Court will consider and
21 determine whether the Settlement should be granted Final Approval.

22 q. “Individual PAGA Payment” means the amount payable to each PAGA Member
23 from the 25% portion of the PAGA Penalty Amount that is allocated to PAGA Members for the PAGA
24 Settlement, as provided in Paragraph 16(b).

25 r. “Individual Settlement Payment” means the net payment of each Settlement Class
26 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
27 withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as
28 provided in Paragraph 27 below.

1 s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
2 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
3 accordance with Paragraph 16(a).

4 t. "LWDA Payment" means the California Labor and Workforce Development
5 Agency's ("LWDA") 75% portion of the PAGA Penalty Amount as set forth in Paragraph 15.

6 u. "Net Settlement Amount" means the portion of the Total Settlement Amount that
7 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the
8 Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Penalty Amount, and
9 Attorneys' Fees and Costs.

10 v. "Notice of Objection" means a Class Member's written objection to the Class
11 Settlement, which must: (a) include the case name and number of the Class Action; (b) include the
12 objector's full name, signature, address, and telephone number, and the last four digits of his or her
13 Social Security number; (c) include a written statement of all grounds for the objection accompanied by
14 any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon
15 which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified
16 address, postmarked on or before the Response Deadline.

17 w. "PAGA Members" means all current and former hourly-paid or non-exempt
18 employees of Defendant in California employed between March 12, 2020 through the date of Preliminary
19 Approval.

20 x. "PAGA Penalty Amount" means the amount of one hundred and ninety thousand
21 dollars (\$190,000.00) that the Parties have agreed will be allocated toward civil penalties to settle all
22 claims under PAGA, as set forth in Paragraph 15. From this amount, 75% will be paid to the LWDA and
23 25% will be distributed to PAGA Members. The PAGA Payment shall be payable from the Total
24 Settlement Amount.

25 y. "PAGA Period" means the period from March 3, 2020 through the date of
26 Preliminary Approval.

27 z. "PAGA Settlement" means the settlement and resolution of the Released PAGA
28 Claims.

1 aa. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
2 Plaintiff or Defendant.

3 bb. “Preliminary Approval” means entry of the Court order granting preliminary
4 approval of the Settlement Agreement.

5 cc. “Released Claims” means the Released Class Claims and Released PAGA
6 Claims.

7 dd. “Released Class Claims” means all claims arising out of the facts alleged, in the
8 Class Complaint or that could have been alleged based on the factual allegations in the Class Complaint,
9 arising during the Class Period, under federal, state, or local law or statute, including but not limited to
10 claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510,
11 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare
12 Commission Wage Orders (including *inter alia*, Wage Orders Nos. 4-2001, 9-2001, and 15-2001),
13 regulations, and/or other provisions of law for failure to pay wages (including, *inter alia*, minimum,
14 regular, overtime, and reporting time wages), failure to provide compliant meal periods and associated
15 premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide
16 compliant wage statements, failure to timely pay wages upon termination of employment, failure to
17 provide a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll
18 records, and failure to reimburse necessary business expenses and unfair or unlawful business practices in
19 violation of California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

20 ee. “Released PAGA Claims” means any and all claims for civil penalties under
21 California Labor Code § 2698, *et seq.* (“PAGA”), arising out of the facts alleged in the LWDA Letter
22 and PAGA Complaint, arising during the PAGA Period, for violations of California Labor Code §§ 201,
23 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802
24 and California Industrial Welfare Commission Wage Orders Nos. 4-2001, 9-2001, and 15-2001 for failure
25 to pay wages (including, *inter alia*, minimum, regular, overtime, and reporting time wages), failure to
26 provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and
27 associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon
28 termination of employment, failure to provide a day of rest, failure to timely pay wages during

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

1 employment, failure to maintain requisite payroll records, and failure to reimburse necessary business
2 expenses.

3 ff. “Released Parties” means Defendant, correctly named as TPS Parking
4 Management, LLC, and all its former, present, and future parent companies, subsidiaries, affiliates,
5 shareholders, direct and indirect owners, members, directors, officers, agents, executive-level employees,
6 attorneys, insurers, predecessors, successors, and assigns of any of the foregoing, including but not limited
7 to, Green Courte Partners LLC and Ella Lewin entities.

8 gg. “Request for Exclusion” means a written letter submitted by a Class Member
9 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
10 contain the case name and number of the Class Action; (b) be signed by the Class Member; (c) contain
11 the full name, address, telephone number, and the last four digits of the Social Security Number of the
12 Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included
13 in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified
14 address, postmarked on or before the Response Deadline.

15 hh. “Response Deadline” means the deadline by which Class Members must submit a
16 Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
17 shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
18 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the
19 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
20 Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s
21 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to
22 extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the
23 Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the
24 original deadline.

25 ii. “Settlement Administrator” means Phoenix Class Action Administration
26 Solutions, or any other third-party class action settlement administrator agreed to by the Parties and
27 approved by the Court for purposes of administering the Settlement. The Parties and their counsel each
28 represent that they do not have any financial interest in the Settlement Administrator or otherwise have

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

1 **TERMS OF AGREEMENT**

2 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
3 forth herein, the Parties agree, subject to the Court's approval, as follows:

4 11. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the
5 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
6 to be paid by Defendant pursuant to the terms of the Settlement. Within thirty (30) calendar days of the
7 Effective Date, Defendant will make a one-time deposit of the Total Settlement Amount, along with any
8 employer-side tax obligations associated with the Total Settlement Amount, into a settlement account to
9 be established by the Settlement Administrator. Within seven (7) calendar days of the funding of Total
10 Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and
11 approved by the Court, as follows: (a) Individual Settlement Shares to Settlement Class Members; (b)
12 Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d) Enhancement
13 Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration
14 Costs to the Settlement Administrator. The Parties agree that this is a non-reversionary Settlement and
15 that no portion of the Total Settlement Amount shall revert to Defendant.

16 12. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
17 attorneys' fees of up to thirty-eight percent (38%) of the Total Settlement Amount (i.e., up to \$627,000
18 if the Total Settlement Amount remains \$1,650,000, and up to a higher amount that is 38% of the Total
19 Settlement Amount if the Total Settlement Amount is escalated pursuant to Paragraph 39) and
20 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
21 of the Actions, in an amount not to exceed twenty thousand dollars (\$20,000.00) to Class Counsel, both
22 of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will
23 cover any and all work performed and any and all costs incurred by Class Counsel in connection with
24 the litigation of the Actions, including without limitation all work performed and costs incurred to date,
25 and all work to be performed and all costs to be incurred in connection with obtaining the Court's
26 approval of this Settlement Agreement, including any objections raised and any appeals necessitated by
27 those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
28 compensation for tax purposes and for paying any taxes on the amounts received. With respect to the

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Should the Court approve the Attorneys' Fees and Costs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Attorneys' Fees and Costs shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court awarding a lesser amount of Attorneys' Fees and Costs than set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise avoid same.

13. Enhancement Payment. In recognition of his efforts and work in prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for Enhancement Payment in an amount up to seventeen thousand five hundred dollars (\$17,500.00) to Plaintiff Frank Degourville. The Enhancement Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that is to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court awarding a lesser Enhancement Payment than set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise avoid same.

14. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed twelve thousand dollars (\$12,000.00). These costs, which

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court awarding a lesser Settlement Administrative Costs than set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise avoid same.

15. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of one hundred and ninety thousand dollars (\$190,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$142,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$47,500.00, will be distributed to PAGA Members on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payments). The Court awarding a lesser PAGA Penalty Amount than set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise avoid same.

16. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and PAGA Members shall not be required to submit a claim form in order to receive a share of the PAGA Penalty Amount, and no portion of the Total Settlement Amount shall revert to Defendant. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on the Workweeks, as follows:

1 a. To determine the Individual Settlement Payment for each Settlement Class
2 Member, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks
3 of all Settlement Class Members during the Class Period to yield the “Class Workweek Value,” and
4 multiply each Settlement Class Member’s individual Workweeks during the Class Period by the Class
5 Workweek Value to yield his or her Individual Settlement Share. If any Class Member submits a timely
6 and valid Request for Exclusion, his or her Individual Settlement Share will remain part of the Net
7 Settlement Amount and will proportionally increase each Settlement Class Member’s Individual
8 Settlement Share.

9 b. To determine the Individual PAGA Payment for each PAGA Member, the
10 Settlement Administrator will divide the 25% portion of the PAGA Penalty Amount allocated to PAGA
11 Members, i.e., \$47,500.00, by the total number of Workweeks worked by all PAGA Members during
12 the PAGA Period (“Total PAGA Workweeks”) resulting in the PAGA Workweek Value and then
13 multiply each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA
14 Workweek Value to yield his or her Individual PAGA Payment.

15 17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
16 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
17 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement
18 shall not in any way entitle Plaintiff or any Settlement Class Member or PAGA Member to additional
19 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest
20 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
21 Plaintiff or any Settlement Class Member or PAGA Member to any increased retirement, 401K benefits
22 or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or
23 agreement in any benefit or compensation plan document that might have been in effect during the Class
24 Period).

25 18. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
26 Approval, Defendant will provide the Class List to the Settlement Administrator.

27 19. Notice by First-Class U.S. Mail.

28 a. Within fourteen (14) calendar₁₂ days after receiving the Class List from Defendant,

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

1 the Settlement Administrator will perform a search based on the National Change of Address Database
2 or any other similar services available, such as provided by Experian, for information to update and
3 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
4 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
5 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

6 b. With respect to Class Notices that are returned as undeliverable on or before the
7 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
8 trace and re-mail the Class Notice within five (5) calendar days to an alternate address if one is located.

9 20. Dispute Regarding Workweeks. Class Members and/or PAGA Members will have an
10 opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their
11 respective Class Notices. In order to dispute Workweeks, Class Members and/or PAGA Members must
12 submit a written letter to the Settlement Administrator that: (a) contains the case name and number of
13 the Class Action, (b) is signed by the Class Member and/or PAGA Member, (c) contains the full name,
14 address, telephone number, and the last four digits of the Social Security Number of the disputing Class
15 Member and/or PAGA Member, (d) clearly states that the Class Member and/or PAGA Member disputes
16 the number of Workweeks credited to him or her and what he or she contends is the correct number to
17 be credited to him or her, (e) includes information and/or attaches documentation demonstrating that
18 the number of Workweeks that he or she contends should be credited to him or her are correct, and (f)
19 is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
20 Response Deadline. The date of the postmark on the mailing envelope on the submission will be the
21 exclusive means to determine whether a dispute has been timely submitted. Absent documentation or
22 other credible information rebutting the accuracy of Defendant's records and data as they pertain to the
23 number of Workweeks to be credited to a disputing Class Member and/or PAGA Member, Defendant's
24 records will be presumed correct and determinative of the dispute. However, if a Class Member and/or
25 PAGA Member produces information and/or documents to the contrary, the Settlement Administrator
26 will evaluate the materials submitted by the Class Member and/or PAGA Member and the Settlement
27 Administrator will resolve and determine the number of eligible Workweeks that the disputing Class
28 Member and/or PAGA Member should be credited with under the Settlement. The Settlement

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1 Administrator's decision on such disputes will be final and non-appealable. Neither the Parties or their
2 counsel are responsible or liable for such issues and disputes.

3 21. Settlement Checks. The Settlement Administrator will be responsible for undertaking
4 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
5 of check to the Settlement Class Members and, if applicable, the Individual PAGA Payments by way of
6 check to the PAGA Members, in accordance with this Settlement Agreement. The Settlement
7 Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA
8 Payment by way of a single check that combines both payments (if applicable). Each settlement check
9 will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks
10 are issued, and thereafter, shall be canceled. All leftover funds associated with such canceled checks
11 will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Settlement
12 Class Member and/or PAGA Member thereby leaving no "unpaid residue" subject to the requirements of
13 California Code of Civil Procedure Section 384, subd. (b). The Settlement Administrator shall undertake
14 amended and/or supplemental tax filings and reporting, required under applicable local, state, and
15 federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment
16 checks or Individual PAGA Payment checks. All Settlement Class Members and PAGA Members shall
17 be bound by the terms and conditions of this Settlement Agreement regardless of whether they cash or
18 otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check
19 or not. Defendant is not responsible or liable for any issues related to the settlement checks.

20 22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
21 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
22 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the
23 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
24 timely submitted. A Class Member who does not submit a timely and valid Request for Exclusion will
25 be deemed a Settlement Class Member and will be bound by all terms of the Class Settlement, if the
26 Settlement is granted Final Approval by the Court. PAGA Members shall not be permitted to opt out of
27 the PAGA Settlement. The Settlement Administrator will certify jointly to Class Counsel and
28 Defendant's Counsel the Requests for Exclusion₁₄ that were timely submitted, and also identify the

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1 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
2 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
3 Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class
4 Member who validly requests to be excluded from the Class Settlement will not be a Settlement Class
5 Member and will not have any right to object, appeal, or comment on the Class Settlement; however, if
6 the Class Member worked during the PAGA Period, he or she will be a PAGA Member, will still receive
7 an Individual PAGA Payment, and will be bound by the PAGA Settlement regardless of whether he or
8 she has submitted a timely and valid Request for Exclusion.

9 23. Class Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
10 Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a
11 timely and valid Request for Exclusion (i.e., Settlement Class Members) will be bound by all of the
12 terms of the Settlement Agreement pertaining to the Class Settlement, as well as any judgment with
13 respect to the Class Settlement, that may be entered by the Court if it grants Final Approval to the
14 Settlement.

15 24. Procedures for Objecting to the Class Settlement. To object to the Class Settlement in
16 writing, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members)
17 must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or
18 before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member
19 and contain all information required by this Settlement Agreement. The postmark date will be deemed
20 the exclusive means for determining that the Notice of Objection is timely. The Settlement
21 Administrator will certify jointly to Class Counsel and Defendant's Counsel the Notices of Objection
22 that were timely submitted, and also attach said written objections as exhibit(s) to its declaration that is
23 to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties
24 or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class
25 Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also
26 present their objection orally at the Final Approval Hearing, regardless of whether they submitted a
27 written objection.

28 25. Reports by the Settlement Administrator Regarding Settlement Administration. The

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1 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
2 certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of
3 Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for
4 Exclusion or timely and complete Notices of Objection; and (c) the number of undeliverable and re-
5 mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties
6 any updated reports regarding the administration of the Settlement Agreement as needed or requested,
7 and immediately notify the Parties when it receives a request from an individual or any entity regarding
8 inclusion in the Class and/or Settlement.

9 26. Certification of Completion. Upon completion of administration of the Settlement, the
10 Settlement Administrator will provide a written declaration under oath to certify such completion to the
11 Court and counsel for all Parties.

12 27. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
13 allocated as follows: fifty percent (50%) wages and fifty percent (50%) penalties and interest. The
14 portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest
15 and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement
16 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
17 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
18 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
19 withholdings). Any payment for an Individual PAGA Payment will be allocated as 100% penalties, to
20 the Settlement Administrator will not withhold or deduct any taxes or withholdings for this payment,
21 and the payment will be reported on an IRS Form-1099, if necessary. The employer's share of taxes and
22 contributions on the wages portion of Individual Settlement Shares will be paid separately and in addition
23 to the Total Settlement Amount.

24 28. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
25 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class
26 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
27 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
28 payroll taxes, contributions, and withholdings to the appropriate government authorities.

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1 29. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Parties agree that
4 Plaintiff, Settlement Class Members, and PAGA Members will be solely responsible for correctly
5 characterizing any compensation received under the Settlement on their personal income tax returns and
6 paying any and all taxes due for any and all amounts paid to them under the Settlement.

7 30. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
8 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
9 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
10 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
11 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
12 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
13 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
14 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
15 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
16 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
17 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
18 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
19 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
20 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
21 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
22 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
23 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
24 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
25 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
26 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
27 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
28 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED

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1 BY THIS SETTLEMENT AGREEMENT.

2 31. No Prior Assignments. The Parties and their Counsel represent, covenant, and warrant
3 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
5 of action or right herein released and discharged by them. Should Plaintiff breach this warranty with
6 respect to any claim, demand, action, cause of action or right herein released and discharged by Plaintiff
7 in his individual capacity, Plaintiff will indemnify, defend and hold Defendant harmless.

8 32. Release of Claims by all Settlement Class Members. Upon the Effective Date and full
9 funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely
10 and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally,
11 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
12 Released Class Claims that he or she may have or had.

13 33. Release of Claims by the State of California and PAGA Members. Upon the Effective
14 Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to
15 PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released,
16 settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

17 34. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
18 funding of the Total Settlement Amount, Plaintiff will be deemed to have fully released and discharged
19 the Released Parties of and from all claims arising from his employment with Defendant, separation of
20 employment from Defendant, and any acts that have or could have been asserted in any legal action or
21 proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law
22 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
23 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
24 Security Act, National Labor Relations Act, Family & Medical Leave Act, Illinois Biometric Information
25 Privacy Act, California Corporations Code, California Business and Professions Code, Orders of the
26 California Industrial Welfare Commission, California Fair Employment and Housing Act, California
27 Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment,
28 retaliation, wrongful termination, defamation, whistleblowing, lost wages, benefits, other employment

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1 compensation, emotional distress, medical expenses, other economic and non-economic damages,
2 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to
3 those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all
4 rights and benefits available under California Civil Code Section 1542, which provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
6 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
7 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
8 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
9 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
11 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the
12 Effective Date and full funding of the Total Settlement Amount, settle fully and release all claims he now
13 has against the Released Parties, whether known or unknown, suspected or unsuspected. The
14 Enhancement Payment will be paid to Plaintiff specifically in exchange for the general release of the
15 Released Parties from all claims, including those specified in this paragraph and a covenant not to sue
16 the Released Parties. Notwithstanding the above, the general release by Plaintiff shall not extend to
17 claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may
18 not be released by law.

19 **35. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.**

20 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
21 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
22 be responsible for drafting and submit this Settlement Agreement to the Court in support of said motion.
23 Class Counsel will provide Defendant's Counsel a draft of the Preliminary Approval Motion before the
24 filing deadline. Defendant agrees not to oppose the Motion for Preliminary Approval of the Settlement
25 consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order
26 ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the
27 following:

- 28 a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;

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- 1 d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class;
- 2 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
- 3 Notice and directing its mailing to the Class by first class mail;
- 4 f. Approving the manner and method for Class Members to request exclusion from
- 5 or object to the Class Settlement as contained herein and within the Class Notice; and
- 6 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 7 the Settlement should be finally approved as fair, reasonable, and adequate.

8 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After

9 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to

10 determine whether Final Approval of the Settlement should be granted, along with the amounts properly

11 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;

12 (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The

13 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response

14 Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval

15 of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the Final Approval motion

16 before the filing deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-

17 agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide

18 for, in substantial part, the following:

- 19 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
- 20 consummation of its terms and provisions;
- 21 b. Certification of the settlement Class;
- 22 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 23 d. Approval of the application for Enhancement Payment to Plaintiff;
- 24 e. Directing Defendant to fund all amounts due under the Settlement Agreement;
- 25 and
- 26 f. Entering judgment in the Actions while maintaining continuing jurisdiction, in
- 27 conformity with California Rule of Court 3.769 and the Settlement Agreement.

28 37. Termination or Revocation of Settlement.

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1 a. If five percent (5%) or more of the Class Members submit timely and valid
2 Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must
3 exercise this right of rescission in a writing that is provided to Class Counsel within twenty-one (21)
4 calendar days of the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs
5 of settlement administration owed to the Settlement Administrator incurred up to that date.

6 b. If the Court finds the Total Settlement Amount to be insufficient to warrant
7 Preliminary Approval or Final Approval of the Settlement, Defendant may, at their election, rescind the
8 Settlement Agreement and all actions taken in furtherance of it will thereby be null and void. Defendant
9 must exercise this right of rescission in a writing that is provided to Class Counsel.

10 38. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
11 have the following effects, except as otherwise specifically provided herein:

12 a. The Settlement Agreement shall be void and shall have no force or effect, and no
13 Party shall be bound by any of its terms;

14 b. In the event the Settlement Agreement is terminated, Defendant shall have no
15 obligation to make any payments to any Party, Class Member, attorney, or other payee, except that the
16 terminating Party shall pay the Settlement Administrator for services rendered up to the date the
17 Settlement Administrator is notified that the Settlement has been terminated;

18 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
19 any order certifying the Class, shall be vacated;

20 d. The Settlement Agreement and all negotiations, statements and proceedings
21 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
22 to their respective positions in the Actions prior to the execution of the Settlement Agreement;

23 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
24 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
25 shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever;
26 and

27 f. Any documents generated to bring the Settlement into effect, will be null and
28 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will

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likewise be treated as void from the beginning.

39. Escalator Clause. Defendant represented that, for the period of March 1, 2017 to approximately June 14, 2022, there were 44,647 Workweeks. If it is determined that the total number of Workweeks during the period of March 1, 2017 through December 12, 2022 actually exceeds 44,647 by more than ten percent (10%) (i.e., more than 49,112 Workweeks), then the Total Settlement Amount will be increased on a proportional basis by the same number of percentage points above ten percent (10%) (e.g., if the number of Workweeks for the time period of March 1, 2017 through December 12, 2022 actually exceeds 44,647 by 11% to 49,558 Workweeks, the Total Settlement Amount will increase by 1%).

40. Consolidation. As part of the Settlement and to implement the Settlement, Parties agree to consolidate the Class Action and the PAGA Action, deeming the Class Action the lead case, and seek approval of the Settlement in the Class Action. If the Court requires, the Parties also agree to the filing of a further amended complaint that consolidates the claims asserted in the Class Action and PAGA Action.

41. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

42. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

43. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure of the Settlement or discuss the Settlement or this Settlement Agreement with anyone other than those necessary to effectuate the filing of the Motion for Preliminary Approval. Prior to and following Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Actions on file with the Court and will not publicize the Settlement, including on social media. Class Counsel further agrees not to use the settlement of the Actions or any of its terms for any marketing or promotional purposes,

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1 and agrees not to identify the Defendant by name on their website or for purposes of advertising.
2 Nothing herein will restrict Class Counsel from including publicly available information regarding this
3 settlement in future judicial submissions regarding Class Counsel's qualifications and experience.
4 Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to
5 the LWDA in conformity with PAGA.

6 44. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
7 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
8 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
9 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
10 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
11 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
12 contradict the terms of this Settlement Agreement.

13 45. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
14 Actions (including with respect to California Code of Civil Procedure § 583.310), except such
15 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
16 Approval Hearing to be conducted by the Court. Information provided to Class Counsel pursuant to
17 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided by Defendant in
18 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may
19 be used only with respect to this Settlement, and no other purpose, and may not be used in any way that
20 violates any existing contractual agreement, statute, or rule of court. Class Counsel is not contemplated
21 to receive an unredacted version of the Class List, but only versions that do not reveal the identities or
22 personal information of Class Members. In the event that the Class List inclusive of identifies and
23 personal information of Class Members is somehow produced to Class Counsel, no later than 90 days
24 after the date when the Court discharges the Settlement Administrator's obligation to provide a
25 declaration confirming the final pay out of the all Settlement funds, Plaintiff shall destroy all paper and
26 electronic versions of said Class List that contains identities and personal information of Class Members.

27 46. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
28 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to

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any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

47. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

48. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release of claims under the Settlement.

49. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

50. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

51. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

52. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at the Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may

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1 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
2 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
3 is objectively fair and reasonable.

4 53. Invalidity of Any Provision. Before declaring any provision of this Settlement
5 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this Settlement
7 Agreement valid and enforceable.

8 54. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
9 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

10 55. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
11 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
12 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
13 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
14 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
15 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
16 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
17 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
18 admission or concession by Defendant of any such violations or failures to comply with any applicable
19 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
20 Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any
21 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
22 existence of any condition constituting a violation of, or a non-compliance with state, federal, local or
23 other applicable law.

24 56. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
25 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
26 provisions of this Settlement Agreement.

27 57. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed

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more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

58. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

59. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

60. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwezian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Sabrina Shadi, Esq.
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, California 90025

Heather A. Bailey, Esq.
AMUNDSEN DAVIS, LLC
150 North Michigan Avenue, Suite 3300
Chicago, Illinois 60601

61. Posting of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt. Parties agree that the Court shall be requested to find or otherwise order that this is sufficient notice pursuant to California Rules of Court 3.771, and that no individualized notice to the Class will be required.

62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any

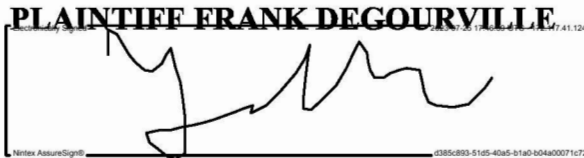
document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

63. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 07/25/2023, 2023

PLAINTIFF FRANK DEGOURVILLE

W:\New AssureSign\ 7/25/2023 11:00 AM 10040007141124

Frank Degourville, Plaintiff

DEFENDANT TPS PARKING MANAGEMENT, LLC

Dated: July 28, 2023



Full Name: Richard A. Fiore

Title: General Counsel

On behalf of TPS Parking Management, LLC

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: July 27, 2023



Arby Aiwanian

Joanna Ghosh

Yasmin Hosseini

Attorneys for Plaintiff Frank Degourville and Proposed Class
Counsel

///

1 ///

2 **BAKER & HOSTETLER LLP**

3
4 Dated: July 31, 2023

Sabrina L. Shadi

5 Sabrina L. Shadi

6
7 **AMUNDSEN DAVIS, LLC**

8
9 Dated: July 30, 2023

Heather A. Bailey

10 Heather A. Bailey

11 *Attorneys for Defendant TPS Parking Management, LLC*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Frank Degourville v. TPS Parking Management, Inc., et al.
Superior Court of California for the County of Los Angeles, Case No. 21STCV07881

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Frank Degourville ("Plaintiff") and Defendant TPS Parking Management, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Degourville v. TPS Parking Management, Inc.*, Los Angeles County Superior Court, Case No. 21STCV07881 ("Action" or "Lawsuit"), which may affect your legal rights. On **[Preliminary Approval Date]**, the Court granted preliminary approval of the settlement and scheduled a hearing on **[date]** at **[time]** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means a member of the Class.

"Class Member" means all current or former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.

"Class Settlement" means the settlement and resolution of the Released Class Claims, as defined in Section III.D below.

"Class Period" means the time period from March 1, 2017 through **[the date of Preliminary Approval]**.

"PAGA Member" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

"PAGA Period" means the time period from March 3, 2020 through **[the date of Preliminary Approval]**.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims, as defined in Section III.D below.

II. BACKGROUND OF THE LAWSUIT

On March 1, 2021, Plaintiff Frank Degourville commenced a class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV07881.

On March 12, 2021, Plaintiff provided written notice by certified mail ("LWDA Letter") to the California Labor and Workforce Development Agency ("LWDA") of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims.

On May 17, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (the "PAGA Complaint").

On **[redacted]**, Plaintiff filed a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* in the Action ("Operative Complaint"), adding his PAGA cause of action to the Action.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Operative Complaint or that it violated any law.

The Parties participated in a full-day mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement").

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Phoenix Class Action Administration Solutions] as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Frank Degourville as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment and Individual PAGA Payment (if eligible), but you have the opportunity to request exclusion from the Class Settlement (in which case you will only receive payment of your Individual PAGA Payment, if eligible), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant have any liability to Plaintiff or Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is one million six hundred and fifty thousand dollars (\$1,650,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys' Fees and Costs consisting of attorneys' fees in an amount not to exceed 38% of the Total Settlement Amount (i.e., \$627,000.00, subject to increase) and reimbursement of litigation costs in an amount up to twenty thousand dollars (\$20,000.00) to Class Counsel; (2) Enhancement Payment in an amount up to seventeen thousand five hundred dollars (\$17,500.00) to Plaintiff for his services in the Action; (3) PAGA Penalty Amount in the amount of one hundred ninety thousand dollars (\$190,000.00) allocated toward penalties under PAGA, of which 75% (i.e., \$142,500.00) will be paid to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$47,500.00) of which will be distributed to PAGA Members on a *pro rata* basis; and (4) Settlement Administration Costs in an amount not to exceed twelve thousand dollars (\$12,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee within California ("Workweeks") during the Class Period, which will be calculated by the Settlement Administrator, based on date of employment and the specific number of workweeks worked where

the Class Member worked at least one (1) shift during a calendar week commencing from Sunday through Saturday, during the Class Period. Each Class Member will be credited with at least one (1) Workweek.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Class Workweek Value,” and multiplied each Class Member’s individual Workweeks worked during the Class Period by the Class Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Class Members may also be eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Member worked for Defendant during the PAGA Period.

The Settlement Administrator has divided the 25% portion of the PAGA Penalty Amount attributed to PAGA Members, i.e., \$47,500.00, by the total number of Workweeks worked by all Class Members during the PAGA Period (“Total PAGA Workweeks”), resulting in the “PAGA Workweek Value,” and multiplied the PAGA Workweek Value by the number of Workweeks worked by each individual PAGA Member during the PAGA Period to yield his or her Individual PAGA Payment (which is listed in Section III.C below). PAGA Members shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as fifty percent (50%) wages which will be reported on an IRS Form W2; and fifty percent (50%) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099-MISC, if necessary.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From March 1, 2017 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee within California for [] Workweeks.

From March 3, 2020 to [date of Preliminary Approval], you worked for Defendant as an hourly-paid or non-exempt employee in California for [] Workweeks.

If you wish to dispute the number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Degourville v. TPS Parking Management, Inc.*, Case No. 21STCV07881); (b) be signed by you; (c) contain your full name, address, telephone number, last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (f) be returned by mail to the Settlement Administrator, postmarked **no later than [the Response Deadline]**, at the following address:

**[Phoenix Settlement Administrators]
[contact info]**

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice are only estimates. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims that he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, all PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims he, she, or it may have or had.

“Released Class Claims” means all claims arising out of the facts alleged, in the Class Complaint or that could have been alleged based on the factual allegations in the Class Complaint, arising during the Class Period, under federal, state, or local law or statute, including but not limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders (including, *inter alia*, Wage Order Nos. 4-2001, 9-2001, and 15-2001), regulations, and/or other provisions of law for failure to pay wages (including *inter alia*, minimum, regular, overtime, and reporting time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to provide a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

“Released PAGA Claims” means all claims for civil penalties under PAGA, arising out of the facts alleged in the LWDA Letter and PAGA Complaint, arising during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and California Industrial Welfare Commission Wage Order Nos. 4-2001, 9-2001, and 15-2001 for failure to pay wages (including *inter alia*, minimum, regular, overtime, and reporting time wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to provide a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses.

“Released Claims” means the Released Class Claims and Released PAGA Claims.

“Released Parties” means Defendant, correctly named as TPS Parking Management, LLC, and all its former, present, and future parent companies, subsidiaries, affiliates, shareholders, direct and indirect owners, members, directors, officers, agents, executive-level employees, attorneys, insurers, predecessors, successors, and assigns of any of the foregoing, including but not limited to, Green Courte Partners LLC and Ella Lewin entities.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-eight percent (38%) of the Total Settlement Amount (i.e., \$627,000.00, subject to increase) and reimbursement of litigation costs and expenses in an amount of up to twenty thousand dollars (\$20,000.00) ("Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of seventeen thousand five hundred dollars (\$17,500.00) ("Enhancement Payment"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payment that he is entitled to under the Settlement, subject to approval by the Court.

G. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed twelve thousand dollars (\$12,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by all terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release all of the Released Class Claims described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Settlement.

As a Class Member or PAGA Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must submit a timely and valid written letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator.

The Request for Exclusion must: (a) contain the case name and number of the Action (*Degourville v. TPS Parking Management, Inc.*, Case No. 21STCV07881); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator, postmarked **on or before [Response Deadline]**, at the address listed in Section III.B above.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object

to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all Class Members who worked during the PAGA Period will receive their Individual PAGA Payment and will be bound to the PAGA Settlement, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a timely and complete written objection to the Class Settlement (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

The Notice of Objection must: (a) include the case name and number of the Action (*Degourville v. TPS Parking Management, Inc.*, Case No. 21STCV07881); (b) include contain your full name, signature, address, telephone number, last four digits of your Social Security Number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator, at the address listed in Section III.B above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 9 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 321 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Stipulation of Class Action and PAGA Settlement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk’s office, located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**