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**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,

Defendant.

Case No.: 21STCV07881

Honorable Yvette M. Palazuelos
Department SSC9

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

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

1 This matter has come before the Honorable Yvette M. Palazuelos in Department SSC9 of
2 the Superior Court of the State of California, for the County of Los Angeles, on February 8, 2024 at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Frank Degourville ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees and Baker & Hostetler LLP
6 and Amundsen Davis, LLC appear as counsel for Defendant TPS Parking Management, LLC
7 ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
14 the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. The Court hereby grants Plaintiff leave to file the [Proposed] First Amended
21 Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys
22 General Act, Cal. Labor Code § 2698, *Et Seq.* ("First Amended Complaint") which is attached hereto
23 as "**EXHIBIT A.**" The First Amended Complaint shall be deemed filed as of the date of the entry
24 of this Order, and shall be the operative complaint in the Action for purposes of Settlement, including
25 the release of claims. All material allegations in the First Amended Complaint shall be deemed
26 denied by Defendant without the necessity for Defendant filing an Answer to the First Amended
27 Complaint or any other pleading in the Action. In the event that the Settlement does not become
28 final for any reason, the First Amended Complaint shall be *void ab initio* and the Class Action

1 Complaint for Damages shall be the operative complaint for all purposes unless otherwise ordered
2 by the Court.

3 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
4 and reasonable. It appears to the Court that extensive investigation and research have been
5 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
6 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
7 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
8 further prosecution of the case. It further appears that the Settlement has been reached as the result
9 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

10 5. The Court preliminarily finds that the Settlement, including the allocations for the
11 Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalty Amount, Settlement
12 Administration Costs, and payments to the Settlement Class Members and PAGA Members
13 provided thereby, appear to be within the range of reasonableness of a settlement that could
14 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
15 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
16 settlement awards made available to the Class Members and PAGA Members are fair, adequate, and
17 reasonable when balanced against the probable outcome of further litigation relating to certification,
18 liability, and damages issues.

19 6. The Court concludes that, for settlement purposes only, the proposed Class meets
20 the requirements for certification under section 382 of the California Code of Civil Procedure in
21 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
22 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
23 community of interest amongst the members of the Class with respect to the subject matter of the
24 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
25 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
26 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
27 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
28 of the Class.

1 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
2 follows:

3 All current or former hourly-paid or non-exempt employees of Defendant in
4 California employed between March 1, 2017 through the date of this Order.

5 8. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Yasmin
6 Hosseini of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”).

7 9. The Court provisionally appoints Plaintiff Frank Degourville as the representative
8 of the Class (“Class Representative”).

9 10. The Court provisionally appoints Phoenix Class Action Administration Solutions
10 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

11 11. Within twenty-one (21) calendar days of the date of this Order, Defendant shall
12 provide the Settlement Administrator with the following information about each Class Member: (1)
13 full name; (2) last known mailing address; (3) Social Security Number; and (4) start and end dates
14 of employment by Defendant during the Class Period and, if applicable, during the PAGA Period,
15 the number of Workweeks worked by each Class Member during the Class Period and each PAGA
16 Member’s Workweeks during the PAGA Period (collectively referred to as the “Class List”) in
17 conformity with the Settlement Agreement.

18 12. The Court approves, both as to form and content, the Notice of Class Action
19 Settlement (“Class Notice”) attached hereto as “**EXHIBIT B.**” The Class Notice shall be provided
20 to Class Members and PAGA Members in the manner set forth in the Settlement Agreement. The
21 Court finds that the Class Notice appears to fully and accurately inform the Class Members and
22 PAGA Members of all material elements of the Settlement, of Class Members’ right to be excluded
23 from the Class Settlement by submitting an opt out request, of Class Members’ and PAGA
24 Members’ right to dispute the Workweeks credited to each of them, and of each Settlement Class
25 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
26 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
27 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
28 Order, meet the requirements of due process and shall constitute due and sufficient notice to all

persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members and PAGA Members within fourteen (14) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a timely written opt out request in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by fifteen (15) calendar days from the original deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon; however, if the Class Member worked during the PAGA Period, he or she will be a PAGA Member, will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he or she has submitted a timely and valid Request for Exclusion. Class Members who have not submitted a timely and valid request to be excluded from the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

14. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department SSC9 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Members; and determine whether to finally approve

1 the requests for the Attorneys' Fees and Costs, Enhancement Payment, and Settlement
2 Administration Costs.

3 15. Class Counsel shall file a motion for final approval of the Settlement and for
4 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with
5 the appropriate declarations and supporting evidence, including the Settlement Administrator's
6 declaration, by _____, to be heard
7 at the Final Approval Hearing.

8 16. To object to the Class Settlement, a Class Member must submit a written objection
9 to the Settlement Administrator on or before the Response Deadline or present his or her objection
10 orally to the Court at the Final Approval Hearing, regardless of whether they submitted a written
11 objection. The Notice of Objection must be signed and must contain the information that is required,
12 as set forth in the Class Notice, including and not limited to the grounds for the objection.

13 17. The Settlement is not a concession or admission, and shall not be used against
14 Defendant as an admission or indication with respect to any claim of any fault or omission by
15 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
16 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
17 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
18 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
19 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
20 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
21 implementation, interpretation, or enforcement of the Settlement.

22 18. In the event the Settlement does not become effective in accordance with the terms
23 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
24 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
25 vacated, and the Parties shall revert back to their respective positions as of before entering into the
26 Settlement Agreement.

27 19. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class

1 Members and PAGA Members, and retains jurisdiction to consider all further applications arising
2 out of or connected with the Settlement.

3 **IT IS SO ORDERED.**

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5 Dated: _____

By: _____
The Honorable Yvette M. Palazuelos
Judge of the Superior Court

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EXHIBIT A

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 21STCV07881

**[PROPOSED] FIRST AMENDED
CONSOLIDATED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed

Business Expenses);
(10) Violation of California Business &
Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff FRANK DEGOURVILLE (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to California Private Attorneys General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles.

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PARTIES

5. Defendant TPS PARKING MANAGEMENT, LLC, at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

6. At all relevant times, Defendant TPS PARKING MANAGEMENT, LLC, was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

7. At all times herein relevant, Defendants TPS PARKING MANAGEMENT, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff, the other class members, and the other aggrieved employees as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

9. Defendant TPS PARKING MANAGEMENT, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

10. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the other class members, and the other aggrieved employees so as to make each of said

Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

12. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from March 1, 2017 to final judgment and who reside in California.

(Subclass A) All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all non-discretionary bonuses or other incentive-based compensation.

13. Plaintiff reserves the right to establish other subclasses as appropriate.

14. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest

1 that is antagonistic to the other class members. Plaintiff's attorneys, the
2 proposed class counsel, are versed in the rules governing class action
3 discovery, certification, and settlement. Plaintiff has incurred, and during
4 the pendency of this action will continue to incur, costs and attorneys'
5 fees, that have been, are, and will be necessarily expended for the
6 prosecution of this action for the substantial benefit of each class member.

7 d. Superiority: A class action is superior to other available methods for the
8 fair and efficient adjudication of this litigation because individual joinder
9 of all class members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class action
11 will advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid
13 to assert their rights out of fear of direct or indirect retaliation. However,
14 class actions provide the class members who are not named in the
15 complaint anonymity that allows for the vindication of their rights.

16 15. There are common questions of law and fact as to the class members that
17 predominate over questions affecting only individual members. The following common
18 questions of law or fact, among others, exist as to the members of the class:

19 a. Whether Defendants' failure to pay wages, without abatement or
20 reduction, in accordance with the California Labor Code, was willful;

21 b. Whether Defendants' had a corporate policy and practice of failing to pay
22 their hourly-paid or non-exempt employees within the State of California
23 for all hours worked and missed (short, late, interrupted, and/or missed
24 altogether) meal periods and rest breaks in violation of California law;

25 c. Whether Defendants required Plaintiff and the other class members to
26 work over eight (8) hours per day, over forty (40) hours per week, and/or
27 over six (6) days and failed to pay the legally required overtime
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1 compensation to Plaintiff and the other class members;

2 d. Whether Defendants deprived Plaintiff and the other class members of
3 meal and/or rest periods or required Plaintiff and the other class members
4 to work during meal and/or rest periods without compensation;

5 e. Whether Defendants failed to use earned commissions, non-discretionary
6 bonuses, non-discretionary monetary and non-monetary incentives, non-
7 discretionary production and/or performance pay, and/or shift differentials
8 to calculate the regular rate of pay used to calculate the overtime rate for
9 the payment of overtime wages where Plaintiffs and the other class
10 members earned commissions, non-discretionary bonuses, non-
11 discretionary monetary and non-monetary incentives, non-discretionary
12 production and/or performance pay, and/or shift differentials and overtime
13 wages in the same workweek;

14 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
15 other class members for all hours worked;

16 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
17 class members within the required time upon their discharge or
18 resignation;

19 h. Whether Defendants failed to timely pay all wages due to Plaintiff and the
20 other class members during their employment;

21 i. Whether Defendants complied with wage reporting as required by the
22 California Labor Code; including, *inter alia*, section 226;

23 j. Whether Defendants kept complete and accurate payroll records as
24 required by the California Labor Code, including, *inter alia*, section
25 1174(d);

26 k. Whether Defendants failed to reimburse Plaintiff and the other class
27 members for necessary business-related expenses and costs;
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- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

16. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

17. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

18. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

19. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

20. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission

(hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

21. On March 12, 2021, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant TPS PARKING MANAGEMENT, LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff’s notice.

22. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as all applicable Industrial Welfare Commission Wage Orders, including and not limited to, Wage Order Nos. 4-2001, 9-2001, and 15-2001.

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GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles, including but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (hereinafter collectively referred to as the “other aggrieved employees”).

24. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately October 2019 to approximately March 2020, in the State of California, County of Los Angeles.

25. Defendants hired Plaintiff, the other class members, and the other aggrieved employees classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed, short, late, and/or interrupted meal periods and/or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiff, the other class members, and the other aggrieved employees to set work rules and conditions governing Plaintiff’s and the other class members’ employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s, the other class members’, and the other aggrieved employees’ employment for them to be joint employers of Plaintiff and the other class members.

28. Defendants directly hired and paid wages and benefits to Plaintiff, the other class members, and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

30. Plaintiff, the other class members, and the other aggrieved employees worked

1 over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) days in a workweek
2 during their employment with Defendants.

3 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 engaged in a unifrom policy and systematic scheme of wage abuse against their hourly-paid or
5 non-exempt employees within the State of California. This pattern and practice involved, *inter*
6 *alia*, failing to pay them for all hours worked and missed, short, late, and/or interrupted meal
7 periods and rest breaks in violation of California law.

8 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff, the other class members, and the other aggrieved
10 employees were entitled to receive certain wages for overtime compensation and that they were
11 not receiving accurate overtime compensation for all overtime hours worked.

12 33.

13 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 failed to provide Plaintiff, the other class members, and the other aggrieved employees all
15 required rest and meal periods during the relevant time period as required under the Industrial
16 Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium
17 wages. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute
18 rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other
19 class members. Plaintiff and the other class members were required to perform work during meal
20 periods and rest periods. Defendants also required Plaintiff and the other class members to
21 remain on premises during rest periods.

22 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control
24 over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other
25 class members a reasonable opportunity to take, and impeded or discouraged them from taking
26 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for
27 shifts lasting at least (6) hours, and/or take second thirty (30) minute uninterrupted meal breaks
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1 no later than their tenth hour of work for shifts lasting more than ten (10) hours.

2 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff, the other class members, and the other aggrieved
4 employees were entitled to receive all meal periods or payment of one additional hour of pay at
5 Plaintiff's and the other class member's regular rate of pay when a meal period was missed,
6 short, late, and/or interrupted and they did not receive all meal periods or payment of one
7 additional hour of pay at Plaintiff's, the other class members', and the other aggrieved
8 employees' regular rate of pay when a meal period was missed, short, late, and/or interrupted.

9 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff, the other class members, and the other aggrieved
11 employees were entitled to receive all rest periods or payment of one additional hour of pay at
12 Plaintiff's and the other class member's regular rate of pay when a rest period was missed, short,
13 and/or interrupted and they did not receive all rest periods or payment of one additional hour of
14 pay at Plaintiff's, the other class members', and the other aggrieved employees' regular rate of
15 pay when a rest period was missed, short, and/or interrupted.

16 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff, the other class members, and the other aggrieved
18 employees were entitled to receive at least minimum wages for compensation and that they were
19 not receiving at least minimum wages for all hours worked.

20 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff, the other class members, and the other aggrieved
22 employees were entitled to receive all wages owed to them upon discharge or resignation,
23 including earned by unpaid overtime wages, minimum wages, and meal and rest period
24 premiums, and they did not, in fact, receive all such wages owed to them at the time of their
25 discharge or resignation.

26 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff, the other class members, and the other aggrieved
28

1 employees were entitled to receive all wages owed to them during their employment. Plaintiff,
2 the other class members, and the other aggrieved employees did not receive payment of all
3 wages, including overtime and minimum wages and meal and rest period premiums, within any
4 time permissible under California Labor Code section 204.

5 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff, the other class members, and the other aggrieved
7 employees were entitled to receive complete and accurate wage statements in accordance with
8 California law, but, in fact, they did not receive complete and accurate wage statements from
9 Defendants. The deficiencies included, *inter alia*, the failure to include the actual number of
10 hours worked by Plaintiff, the other class members, and the other aggrieved employees,
11 including work performed off-the-clock.

12 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Defendants had to keep complete and accurate payroll records
14 for Plaintiff, the other class members, and the other aggrieved employees in accordance with
15 California law, but, in fact, did not keep complete and accurate payroll records.

16 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiff, the other class members, and the other aggrieved
18 employees were entitled to reimbursement for necessary business-related expenses.

19 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiff, the other class
21 members, and the other aggrieved employees pursuant to California law, and that Defendants
22 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
23 failed to do so, and falsely represented to Plaintiff, the other class members, and the other
24 aggrieved employees that they were properly denied wages, all in order to increase Defendants'
25 profits.

26 45. During the relevant time period, Defendants failed to properly compensate
27 Plaintiff, the other class members, and the other aggrieved employees pursuant to California law
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1 in order to increase Defendants' profits.

2 46. California Labor Code section 218 states that nothing in Article 1 of the Labor
3 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
4 to him [or her] under this article."

5 **FIRST CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 510 and 1198)**

7 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

8 47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
9 through 46, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 48. California Labor Code section 1198 and the applicable Industrial Welfare
12 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
13 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
14 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

15 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
16 were required to pay Plaintiff and the other class members employed by Defendants, and
17 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
18 more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours
19 worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or for
20 the first eight (8) hours worked on the seventh day of work in a workweek.

21 50. The applicable IWC Wage Order further provides that Defendants are and were
22 required to pay Plaintiff and the other class members overtime compensation at a rate of two
23 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

24 51. California Labor Code section 510 codifies the right to overtime compensation at
25 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
26 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
27 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
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of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

52. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek.

53. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

54. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

55. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)

56. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

57. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

58. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a

1 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
2 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
3 both the employer and employee.

4 60. At all relevant times, the applicable IWC Wage Order and California Labor Code
5 section 512(a) further provide that an employer may not require, cause or permit an employee to
6 work for a work period of more than ten (10) hours per day without providing the employee with
7 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
8 hours worked is no more than twelve (12) hours, the second meal period may be waived by
9 mutual consent of the employer and the employee only if the first meal period was not waived.

10 61. During the relevant time period, Plaintiff and the other class members who were
11 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
12 legally-mandated meal periods by mutual consent, were required to work for periods longer than
13 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
14 rest period.

15 62. During the relevant time period, Plaintiff and the other class members who were
16 scheduled to work for a period of time in excess of six (6) hours were required to work for
17 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
18 (30) minutes and/or rest period.

19 63. During the relevant time period, Defendants intentionally and willfully required
20 Plaintiff and the other class members to work during meal periods and failed to compensate
21 Plaintiff and the other class members the full meal period premium for work performed during
22 meal periods.

23 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members the full meal period premium due pursuant to California Labor Code section
25 226.7.

26 65. Defendants' conduct violates applicable IWC Wage Order and California Labor
27 Code sections 226.7 and 512(a).
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66. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against TPS PARKING MANAGEMENT, LLC. and DOES 1 through 100)

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

71. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

72. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class

1 members the full rest period premium for work performed during rest periods. With respect to
2 rest periods, Defendants failed to relinquish all control over Plaintiffs and other hourly paid
3 employees, as Defendants implemented a policy and practice which discouraged employees from
4 leaving the premises for rest periods.

5 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members the full rest period premium due pursuant to California Labor Code section 226.7

7 74. Defendants' conduct violates applicable IWC Wage Orders and California Labor
8 Code section 226.7.

9 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
10 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
11 additional hour of pay at the employees' regular hourly rate of compensation for each work day
12 that the rest period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

15 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

16 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 75, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
20 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
21 the minimum so fixed is unlawful.

22 78. During the relevant time period, Defendants failed to pay minimum wage to
23 Plaintiff and the other class members as required, pursuant to California Labor Code sections
24 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, inter alia,
25 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class
26 members worked off-the-clock performing work duties.

27 79. Defendants' failure to pay Plaintiff and the other class members the minimum
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1 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
2 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
3 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
4 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

5 80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
6 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
7 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
8 minimum wages.

9 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
10 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 201 and 202)**

14 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

15 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 81, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 83. At all relevant times herein set forth, California Labor Code sections 201 and 202
19 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and if an employee quits his or her employment, his
21 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
22 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting.

24 84. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiff and the other class members who are no longer employed by Defendants their
26 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
27 Plaintiff and other class members were not paid at the time of their discharge wages earned and
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1 unpaid throughout their employment, including but not limited to, minimum wages for time
2 worked off-the-clock to perform work duties, for meal and rest period premium payments.

3 85. Defendants' failure to pay Plaintiff and the other class members who are no longer
4 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
5 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

6 86. California Labor Code section 203 provides that if an employer willfully fails to
7 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
8 continue as a penalty from the due date thereof at the same rate until paid or until an action is
9 commenced; but the wages shall not continue for more than thirty (30) days.

10 87. Plaintiff and the other class members are entitled to recover from Defendants the
11 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
12 pursuant to California Labor Code section 203.

13 **SIXTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 204)**

15 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

16 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 87, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 89. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and
22 payable between the 16th and the 26th day of the month during which the labor was performed.

23 90. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 16th and the last day, inclusive, of
25 any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 1st and the 10th day of the following month.

27 91. At all times herein set forth, California Labor Code section 204 provides that all
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wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

92. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

93. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

1 established for this purpose by the commission, but in any case shall be kept on file for not less
2 than two years.

3 103. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
5 class members.

6 104. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiff and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 105. More specifically, Plaintiff and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)**

16 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 105, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 107. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employee for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her
22 obedience to the directions of the employer.

23 108. Plaintiff and the other class members incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendants.

25 109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
26 other class members for all necessary business-related expenses and costs.

27 110. Plaintiff and the other class members are entitled to recover from Defendants their
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business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against TPS PARKING MANAGEMENT, LLC, and DOES 1 through 100)

111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

113. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

114. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants' failure to provide compliant wage statements,

maintain requisite payroll records, and reimburse business expenses also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

115. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

116. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

117. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against TPS PARKING MANAGEMENT, LLC and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

120. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

121. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

122. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

123. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

124. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

125. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

126. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

127. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful

and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

128. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

129. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

130. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

131. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

132. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

133. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiff be appointed as the representative of the Class as to the first ten

causes of action;

3. That counsel for Plaintiff be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such

1 amounts were due;

2 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a);

4 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 29. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 30. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiff and the other class members no longer
10 employed by Defendants;

11 31. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiff and the other class members who have left Defendants' employ;

15 33. For pre-judgment interest on any unpaid compensation from the date such
16 amounts were due; and

17 34. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
21 by California Labor Code section 204 to Plaintiff and the other class members;

22 36. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 37. For pre-judgment interest on any unpaid compensation from the date such
25 amounts were due; and

26 38. For such other and further relief as the Court may deem just and proper.

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As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

///

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to provide compliant wage statements, failing to maintain requisite payroll records, failing to reimburse business expenses and by violating California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as all applicable Industrial Welfare Commission Wage Orders and violations of any other statute, rule, and/or regulation, or similar causes of action, arising from or relating to the conduct alleged; and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 25, 2023

LAWYERS for JUSTICE, PC



By: _____

Edwin Aiwanian
Yasmin Hosseini
Attorneys for Plaintiff

EXHIBIT B

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.**