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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

FRANK DEGOURVILLE, individually, and on behalf of other members of the general public similarly situated and other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. TPS PARKING MANAGEMENT, INC., an unknown business entity; TPS PARKING MANAGEMENT, LLC, an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No. 21STCV07881 Honorable Elaine Lu Department SSC9 **<u>CLASS ACTION</u>** **DECLARATION OF MAYRA GONZALEZ OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** [Notice of Motion and Motion for Final Approval of Class Action Settlement; Declaration of Class Counsel (Yasmin Hosseini); Declaration of Class Representative (Frank Degourville); and [Proposed] Final Approval Order and Judgment filed concurrently herein] Date: January 28, 2025 Time: 8:30 a.m. Department: SSC9 Complaint Filed: March 1, 2021 FAC Filed: February 28, 2024 Trial Date: None Set

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Frank Degourville v. TPS Parking Management, Inc.* Superior Court of California for the County of Los Angeles, Case No. 21STCV07881, and *Frank Degourville v. TPS Parking Management, Inc.* Superior Court of California for the County of Los Angeles, Case No. 21TRCV00367 (together, the "Actions"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Second Amended Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") and perform class administration duties in the Actions. Pursuant to the Settlement for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of workweeks each Class Member worked during the period from March 1, 2017 to August 1, 2024 ("Class Period") and the number of workweeks that each PAGA Member worked during the time period from March 3, 2020 to August 1, 2024 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Notice of Objection"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members, (vii) calculating and issuing the Individual PAGA Payments and distributing them to PAGA Members; (vii) issuing the payment to Class Counsel for Attorneys' Fees and Costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On August 22, 2024, Phoenix received a data file from Defense Counsel that contained each Class Member's full name, last known mailing address, Social Security Number, start and end dates of employment by Defendant during the Class Period and, if applicable, during the PAGA Period, the number of Workweeks worked by each Class Member during the Class Period and each PAGA Member's Workweeks during the PAGA Period ("Class List"). The final mailing list contained five hundred ninety-nine (599) individuals identified as Class Members and three hundred twenty-six (326) individuals identified as PAGA Members.

4. On August 23, 2024, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On September 10, 2024, Phoenix mailed the Class Notice via U.S. first class mail to all five hundred ninety-nine (599) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, five (5) Class Notices have been returned to Phoenix. None were returned with a forwarding address. For the five (5) Class Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the five (5) Class Notices that were skip traced, five (5) updated addresses were obtained and the Notice was promptly re-mailed to the Class Members via first class mail.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was November 11, 2024.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was November11, 2024.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was November 11, 2024.

10. There are five hundred ninety-nine (599) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of forty-eight thousand three hundred twenty-seven (48,327) Workweeks during the Class Period. Each Workweek is valued at approximately $16.25.

11. The Escalator Clause of the Settlement Agreement indicates if the actual number of Workweeks during the period of March 1, 2017 through December 12, 2022 exceeds forty-four thousand six hundred forty-seven (44,647) by more than 10% (i.e., 49,112), the Total Settlement Amount will be increased on a proportional basis by the same number of percentage points about the ten percent (10%). Since the total Workweek count did not exceed the cap specified in the Agreement, the Escalator Clause was not triggered and the Total Settlement Amount remains $1,650,000.00.

12. The Net Settlement Amount of $785,500.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($627,000.00) and Class Counsel costs ($20,000.00), requested Enhancement Payment ($17,500.00), the PAGA Penalty Amount ($190,000.00), and the requested Settlement Administration Costs ($10,000.00) from the Total Settlement Amount ($1,650,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $5,802.63, the lowest Individual Settlement Share to be paid is approximately $16.25, while the average Individual Settlement Share to be paid is approximately $1,311.35 Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their “Individual Settlement Payment”).

14. Additionally, $190,000.00 of the Total Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Penalty Amount”), of which 75%, or $142,500.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or $47,500.00, of which shall be paid to all current and former hourly non-exempt

individuals who are or were employed by Defendant during the PAGA Period. There are three hundred twenty-six (326) PAGA Members who worked a total of twenty-four thousand two hundred ninety-eight (24,298) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $451.58, the lowest Individual PAGA Payment to be paid is approximately $1.95, and the average Individual PAGA Payment to be paid is approximately $145.71.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Total Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are $10,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 30th day of December 2024, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Frank Degourville ("Plaintiff") and Defendant TPS Parking Management, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Degourville v. TPS Parking Management, Inc.*, Los Angeles County Superior Court, Case No. 21STCV07881 ("Action" or "Lawsuit"), which may affect your legal rights. On August 1, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on January 28, 2025 at 10:00 a.m. ("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 August 1, 2024.

"**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 August 1, 2024.

"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 February 28, 2024, 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 Second Amended Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement").

On August 1, 2024, 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 Aiwazian
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 sof 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 August 1, 2024, you worked for Defendant as an hourly-paid or non-exempt employee within California for «Total_Weeks» Workweeks.

From March 3, 2020, to August 1, 2024, you worked for Defendant as an hourly-paid or non-exempt employee in California for «PAGA_Work_Weeks» 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 November 11, 2024**, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863

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 «ESA_Before_Paga». 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 «PAGA_Amount» 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 Operative Complaint or that could have been alleged based on the factual allegations in the Operative 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 Operative 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 November 11, 2024**, 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 and/or presenting your objection at the Final Approval Hearing, regardless of whether you have submitted a timely and valid Request for Exclusion.

The Notice of Objection must: (a) include the case name and number of the Class 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 November 11, 2024**.

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 312 North Spring Street, Los Angeles, California 90012, on **January 28, 2025 at 10:00 a.m.** 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 either in person or 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: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

March 27, 2023

CASE ASSUMPTIONS

Class Members	555
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	549
Subtotal Admin Only	**$10,232.83**

Flat Fee Total **$10,000.00**

For 555 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Case: FD-TPS Parking Management-7881, Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Giovani Pimental-Galvan
Firm: Lawyers for Justice, PC
Contact Number: 818-Call Justice
Email: giovani@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **555** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of $150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$150.00	1	$150.00
Call Center & Long Distance	$2.00	80	$160.00
NCOA (USPS)	$125.00	1	$125.00
		Total	**$835.00**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Reminder Postcard / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.10	555	$55.50
Notice Packet & Opt-Out Form	$1.30	555	$721.50
Estimated Postage (up to 2 oz.)*	$0.61	555	$338.55
Static Website	$100.00	1	$100.00
Check Cashing Reminder Postcard Postage Included	$0.60	115	$69.17
		Total	**$1,484.72**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	4	$220.00
Skip Tracing Undeliverables	$0.85	139	$117.94
Remail Notice Packets	$0.75	136	$101.81
Estimated Postage	$0.61	136	$82.81
Programming Undeliverables	$50.00	1	$50.00
		Total	**$572.56**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$150.00	2	$300.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	5	$275.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	12	$120.00
Case Manager	$85.00	3	$255.00
		Total	**$1,150.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	2	$270.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	8	$1,080.00
Mail Class Checks *	$1.00	549	$549.00
Estimated Postage	$0.61	549	$334.89
		Total	**$2,598.89**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	3	$345.00
Remail Checks & Tax Forms (Postage Included)	$1.70	110	$186.66
Case Associate	$55.00	4	$220.00
Reconcile Uncashed Checks	$85.00	6	$510.00
Conclusion Reports	$115.00	3	$345.00
Case Manager Conclusion	$85.00	4	$340.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
Check to Cy-Pres	$150.00	1	Included
Uncahsed Checks to the State of California Controllers Office	$300.00	1	$300.00
Estimated 49 Total Class Members			
		Total	**$3,591.66**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$10,232.83**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.