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Attorneys for Plaintiff, the proposed class, and the aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

LEONARD OCAMPO, an individual, on
behalf of himself, others similarly situated,
and on behalf of the State of California, as a
private attorney general,

PLAINTIFF,

v.

PARKING CONCEPTS, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 30-2022-01246363-CU-OE-CXC

[Case Assigned for All Purposes to Hon.
Randall J. Sherman in Dept. CX-105]

**SUPPLEMENTAL DECLARATION OF
ERIC B. KINGSLEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

*[Filed Concurrently With: Amended
[Proposed] Order Granting Final Approval
Of Class Action Settlement And Entering
Judgement]*

Date: April 5, 2024
Time: 10:00 AM
Dept.: CX-105

Complaint Filed: February 14, 2022
SAC Filed: April 18, 2023
Trial Date: None Set

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1. I am an attorney licensed to practice before all of the courts of the State of California. I am partner in the law firm of Kingsley & Kingsley, APC and one of the attorneys of record for Plaintiff LEONARD OCAMPO in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

3. I make this Supplemental Declaration in Support of Plaintiff's Motion for Final Approval of Class Action Settlement in the above-captioned case to correct the amount to be paid for settlement administration fees.

5. Thus, pursuant to the Section 3.2.3 of the Agreement, the delta of \$18,500 will be retained in the Net Settlement Amount.

6. For ease of the Court's Review, a true and correct copy of the redlined Amended Order Granting Final Approval of Class Action Settlement and Entering Judgement is attached hereto as Exhibit "1".

8. Plaintiff's Counsel will also concurrently file the Amended Proposed Order Granting Final Approval of Class Action Settlement and Entering Judgement.

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

3 This declaration was executed this 26th day of March, 2024, in Encino, California.

4 
5 Eric B. Kingsley

EXHIBIT "1"

KINGSLEY & KINGSLEY, APC
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PLAINTIFF,

v.

PARKING CONCEPTS, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 30-2022-01246363-CU-OE-CXC

[Case Assigned for All Purposes to Hon.
Randall J. Sherman in Dept. CX-105]

**AMENDED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: April 5, 2024
Time: 10:00 AM
Dept.: CX-105

Complaint Filed: February 14, 2022
SAC Filed: April 18, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 LEONARD OCAMPO (“Class Representative” or “Plaintiff”) against Defendant PARKING
4 CONCEPTS, INC. (“Defendant”). The Motion for Final Approval of Class Action Settlement
5 came before this Court, on April 5, 2024.

6 **WHEREAS**, Judge Sherman granted preliminary approval of the Class Action and PAGA
7 Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration of Liane
8 Katzenstein Ly as Exhibit “1”, on November 3, 2023.

9 **WHEREAS**, Plaintiff LEONARD OCAMPO has applied to the Court for an order
10 granting final approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
15 Katzenstein Ly; and Lluvia Islas of Phoenix Settlement Administrators; and the supporting
16 documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
28 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors

1 and administrators, successors and assigns.

2 5. There are zero (0) valid requests for exclusion.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions
7 of law and fact common to the Settlement Class Members which, as to the Agreement and all
8 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
9 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
10 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
11 represented and protected the interest of the Settlement Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
15 pendency of the Action, their right to object to or exclude themselves from the proposed
16 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
17 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
18 met all applicable requirements of the California Code of Civil Procedure, the California and
19 United States Constitution (including the Due Process Clause), the California Rules of Court and
20 any other applicable law.

21 9. The Class is hereby made final. The Class is defined as:

22 "all non-exempt employees employed by Defendant in California at
23 any time during the Class Period." (the "Class").

24 10. The "Class Period" is from December 10, 2020 to October 1, 2022.

25 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
26 defined as: "all non-exempt employees employed by Defendant in California at any time during
27 the PAGA Period." ("Aggrieved Employees" or "PAGA Members").

28 12. The "PAGA Period" is from December 10, 2020, to October 1, 2022.

1 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
2 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
3 the Agreement, nor any document referred to herein, nor any action taken to carry out the
4 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
5 wrongdoing on the part of Defendant.

6 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
7 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
8 following release and expressly waive and relinquish any and all claims, rights or benefits that
9 they may have under California Civil Code § 1542, which provides: “any and all claims that were
10 pled in the Second Amended Complaint, or which could have been pled in the Second Amended
11 Complaint based on the factual allegations therein, that arose during the Class Period (collectively,
12 the “Released Class Claims”).

13 15. Plaintiff and all Settlement Class Members who have not been timely and properly
14 excluded from the Class, and any person acting on their behalf, are permanently barred and
15 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
16 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
17 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
18 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
19 Members into a separate class for purposes of pursuing as a purported class action (including by
20 seeking to amend a pending complaint to include class allegations, or by seeking class certification
21 in a pending action) any lawsuit based on or relating to the Released Claims;

22 16. The Agreement provides that the Gross Settlement Amount is four hundred thirty-
23 five thousand dollars and zero cents (\$435,000.00). The Net Settlement Amount shall be
24 determined according to the terms of the Agreement.

25 17. The Court orders the calculations and the payments to be made and administered in
26 accordance with the terms of the Agreement.

27 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
28 Class for purposes of entering into and implementing the settlement. The Court hereby confirms

1 Kingsley & Kingsley, APC as Class Counsel in the Action.

2 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
3 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
4 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$145,000.00
5 shall be paid for attorney fees and \$15,619.23 shall be paid for litigation costs.

6 20. The unopposed application of Class Counsel for an enhancement payment to
7 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$10,000.00 Class Representative
8 Enhancement Payment shall be allocated to Class Representative LEONARD OCAMPO.

9 21. The unopposed application of Class Counsel for claims administration fees to
10 Phoenix Settlement Administrators is hereby granted. Of the Gross Settlement Amount,
11 ~~\$30,000.00~~\$11,500.00 shall be paid for settlement administration fees. The Settlement Agreement
12 initially anticipated up to \$30,000 for the Administration Expenses Payment. Thus, pursuant to
13 Section 3.2.3 of the Settlement Agreement, the delta of \$18,500 will be retained in the Net
14 Settlement Amount.

15 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
16 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

17 23. The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court
18 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
19 Agency ("LWDA") in the amount of \$18,750.00. The Court further directs that the remaining
20 25% of the PAGA Penalties, in the amount of \$6,250.00 shall be allocated to the Net Settlement
21 Amount for distribution to the Settlement Class Members.

22 24. If a Settlement Class Member does not cash his or her settlement check by the void
23 date, the uncashed funds shall be transmitted by the Administrator to the State of California Office
24 of the Controller in the name of the class member who did not cash his or her Individual Class
25 Payment check.

26 25. Defendant shall have no further liability for costs, expenses, interest, attorneys'
27 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

28 26. The Court hereby grants and authorizes the Parties, without further approval from

1 the Court, to agree to and to adopt such amendments, modifications and expansions of this
2 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
3 do not limit the rights of Settlement Class Members under the Stipulation.

4 27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
5 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
6 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
7 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
8 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
9 Settlement. Any disputes or controversies arising with respect to the interpretation,
10 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
11 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
12 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

13 28. This Final Order shall constitute a final judgment.

14
15 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(Proof of Submission to the LWDA)

EXHIBIT "2"

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On March 26, 2024, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF ERIC. B. KINGSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Tara C. Dudum
Tara.Dudum@ndlf.com
Harlye Carlton
Harlye.carlton@ndlf.com
Thomas Reilly
Thomas.reilly@ndlf.com
Jason L. Morris
Jason.morris@ndlf.com
Newmeyer & Dillion LLP
2033 N. Main Street, Suite 500
Walnut Creek, CA 94596

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.govfa.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 26, 2024, at Chino, California.



Leslie Sanchez