

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq. (SBN 259230)
liane@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604
Tel: (213) 493-6300, Fax: (213) 382-4083

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
LIANE KATZENSTEIN LY IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 3, 2023

Time: 10:00 a.m.

Dept.: CX-105

Complaint Filed: February 14, 2022

SAC Filed: April 18, 2023

Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY**

2 I, Liane Katzenstein Ly, state and declare as follows:

3 1. I am an attorney admitted before all courts of the State of California and a partner
4 in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am
5 completely familiar with the present litigation, including the pleadings, discovery, and filings
6 submitted in this matter. I make this Declaration from my own personal knowledge, and, if called
7 upon, I could and would competently testify to the following.

8 2. I graduated from Florida State University in 2005 with a degree in English. I
9 graduated from University of California, Davis School of Law in 2008. I am admitted to practice
10 before the following Courts: United States District Court, Northern, Southern, Eastern, and Central
11 of California; all of California State Courts.

12 3. I make this Supplemental Declaration in response to the Court Tentative Ruling of
13 August 4, 2023 and in support of Plaintiff's Motion for Preliminary Approval of the Class Action
14 Settlement in the above-captioned case.

15 **AMENDMENT TO SETTLEMENT AGREEMENT**

16 4. The Parties have executed an amendment to the Class Action and PAGA Settlement
17 Agreement and Class Notice ("Amendment to the Settlement Agreement") that is attached hereto
18 as Exhibit "1."

19 5. The Amendment to the Settlement Agreement addresses the Court's concerns about
20 work week disputes and now indicates that the Court will ultimately decide any disputes.

21 **AMENDED CLASS NOTICE**

22 6. The Parties have agreed to amend the Class Notice ("Amended Class Notice") to
23 conform with the Court's changes. Attached hereto as Exhibit "2" is a redlined copy of the
24 Amended Class Notice.

25 7. The Amended Class Notice incorporates the changes made to the work week
26 dispute section.

27 8. The Pages in the Amended Class Notice have been numbered.

28 9. The Amended Class Notice references the releases for Class Claims and PAGA

1 Claims separately.

2 10. The Amended Class Notice includes the changes to 3.9 and 3.10 reflecting that
3 future claims may be barred only as a matter of law.

4 11. The Amended Class Notice includes the correct courtroom in Section 8.

5 12. The Amended Class Notice references and includes a Request for Exclusion form,
6 which is attached hereto as Exhibit “3.”

7 **ESTIMATES OF CLASS SETTLEMENT PAYMENTS**

8 13. Plaintiff cannot provide a range of Settlement payments at this juncture, because
9 the exact number of work weeks per Class Member has not yet been provided to the Administrator.

10 14. However, the anticipated Net Settlement Amount is \$214,250.00

11 15. There are approximately 913 Class Members.

12 16. As such, the average Settlement payment will be approximately \$234.67 per Class
13 Member.

14 17. The final approval documents will include the average Settlement payment and the
15 range of Settlement payments.

16 **TAX ALLOCATION**

17 18. The Settlement Agreement provides a tax allocation of twenty percent (20%)
18 wages.

19 19. Regarding the allocation of twenty percent (20%) of the settlement to wages, while
20 the Court correctly points out that Plaintiff’s estimated exposure analysis allocates more than fifty
21 percent (50%) of the Class Member’s potential non-PAGA recovery to wages, as detailed in the
22 declaration provided concurrently with the Motion for Preliminary Approval, there were a number
23 of significant risks with Plaintiff’s wage claims that resulted in Plaintiff either entirely discounting
24 or steeply discounting the value of those claims, of which there were only two (the meal period
25 claim and the rest period claim).

26 20. For example, Plaintiff discounted the meal period claim in full due to Defendant’s
27 compliant written meal period policy, payment of a substantial number of meal period premiums,
28 and use of meal period waivers throughout the Class Period.

1 21. Similarly, due to Defendant's compliant written rest period policy, Plaintiff
2 attributed a steep discount to the value of the rest period claim.

3 22. The remaining claims upon which the settlement is based, would if successful,
4 entitle Plaintiff and the Class Members to relief which is non-wages. These include claims for
5 unreimbursed business expenses and penalties for failing to accurately itemize wage statements or
6 pay all wages due at termination.

7 23. Plaintiff felt confident that he would prevail on the expense reimbursement claim.
8 Given that the Class Members have paid out-of-pocket for these expenses, taxing them would be
9 unfair.

10 24. Accordingly, eighty percent (80%) of the settlement value was attributed to non-
11 wages to account for the fact that the claims that Plaintiff determined had the most value were
12 primarily non-wages, with the remaining twenty (20%) attributable to the steeply discounted meal
13 and rest period claims.

14 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

15 25. Proof of submission of this Supplemental Declaration, all related documents, and
16 copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "4."

17 **FINAL APPROVAL DATE**

18 26. The Parties request a final approval hearing date in April 2024.

19 **EXHIBITS**

20 27. Attached hereto as Exhibit "1" is a true and correct copy of the fully executed
21 Amendment to the Class Action and PAGA Settlement Agreement and Class Notice.

22 28. Attached hereto as Exhibit "2" is a true and correct copy of the redlined Amended
23 Class Notice.

24 29. Attached hereto as Exhibit "3" is a true and correct copy of the Request for
25 Exclusion form.

26 30. Attached hereto as Exhibit "4" is a true and correct copy of the proof of submission
27 of this Supplemental Declaration, all related documents, and copy of the email from the LWDA
28 confirming receipt.

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

3 This Declaration was executed this 17th day of October, 2023, in Los Angeles, California.

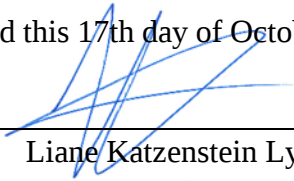
4
5 
6 _____
7 Liane Katzenstein Ly
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "1"

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment (“Amendment”) to the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) is made by and between plaintiff LEONARDO OCAMPO (“Plaintiff”) and defendant PARKING CONCEPTS, INC. (“Defendant”). The Amendment refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” The following provisions of the Settlement Agreement are deleted in their entirety and hereby replaced in their entirety with the following:

8. SETTLEMENT ADMINISTRATION.

8.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator in conjunction with the Parties shall attempt to resolve any such dispute, but the Court ultimately will decide any unresolved dispute. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator’s recommendation regarding resolution of such challenges.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.4 Pay Period Challenges. The Administrator has the authority to address and make recommendations consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator in conjunction with the Parties shall attempt to resolve any such dispute, but the Court ultimately will decide any unresolved dispute.

Additionally, the Parties have agreed to modify the Class Notice as reflected on the attached Exhibit A which shall replace the Exhibit A attached to the Settlement Agreement.

Plaintiff

Dated: October 17, 2023

DocuSigned by:

 DB8657BC030946A...
 Leonardo Ocampo

Defendant

Dated: _____

Parking Concepts, Inc.

Dated: October 17, 2023

KINGSLEY & KINGSLEY, APC

By: _____


Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon
Attorneys for Plaintiff, the Proposed Class, and all
aggrieved employees

Dated: _____

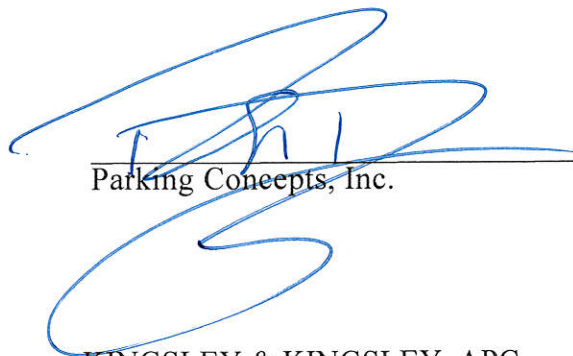
NEWMAYER & DILLION LLP

By: _____

Jason L. Morris
Tara C. Dudum
Haryle S. Carlton
Attorneys for Defendant Parking Concepts, Inc.

Defendant

Dated: 10/17/2023



Parking Concepts, Inc.



KINGSLEY & KINGSLEY, APC

Dated: _____

By: _____
Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon
Attorneys for Plaintiff, the Proposed Class, and all
aggrieved employees

Dated: October 17, 2023

NEWMAYER & DILLION LLP

By:  _____
Jason L. Morris
Tara C. Dudum
Haryle S. Carlton
Attorneys for Defendant Parking Concepts, Inc.

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Leonardo 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

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit ("Action") against Parking Concepts, Inc. ("Defendant" or "Parking Concepts" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Parking Concepts employee, Leonardo Ocampo ("Plaintiff") and seeks payment of (1) back wages and other relief for all non-exempt employees employed by Defendant in California at any time during the Class Period (December 10, 2020 to October 1, 2022) ("Class" or "Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees employed by Defendant in California at any time during the PAGA Period (December 10, 2020 to October 1, 2022) ("Aggrieved Employees" or "PAGA Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ pay periods** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the Request for Exclusion form attached hereto as Attachment 1 to the Settlement Administrator, or otherwise notifying the Administrator in writing of your intent to exclude yourself from the Class Settlement. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement. These include the Released Class Claims and the Released PAGA Claims (defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a completed Request for Exclusion form (Attachment 1) or otherwise notifying the Administrator in writing of your intent to exclude yourself from the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

but not the PAGA Settlement Written Objections Must be Submitted by [date]	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Payment To The LWDA	The Court's decision whether to finally approve the Settlement will also include a determination of how much will be paid to the LWDA. You are not personally responsible for any payments to the LWDA, but every dollar paid to the LWDA reduces the overall amount paid to PAGA employees. You cannot object to the amounts to be paid to the LWDA even if you think they are unreasonable.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Parking Concepts employee. The Action accuses Defendant of violating California labor laws by failing to provide meal and rest breaks pursuant to Labor Code section 512 and 226.7; failing to reimburse business-related expenses under Labor Code section 2802; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC ("Class Counsel.")

Defendant strongly denies each of Plaintiff's claims in the Action, denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$435,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$145,000.00 (33-1/3% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$17,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$30,000.00 to the Administrator for services administering the Settlement.

D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you complete and mail back the Request for Exclusion form included in this Notice Packet as Attachment 1. You may also send a signed letter to the Administrator requesting exclusion that includes a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Any opt out must be received by the [date] Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members may be barred as a matter of law from asserting any of the Released Class Claims (defined below). This means that unless you opted out by validly excluding yourself from the Class Settlement, you may not be able to sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) any and all claims that were pled in the Second Amended Complaint, or which could have been pled in the Second Amended Complaint based on the factual allegations therein, that arose during the Class Period (collectively, the “Released Class Claims”). Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees may be barred as a matter of law from asserting the Released PAGA Claims (defined below) against Defendant, whether or not they exclude themselves from

the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, may not be able to sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the LWDA Letter (collectively, the "PAGA Claims") that arose during the PAGA Period. ("Released PAGA Claims")

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[date]** to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator and Parties will attempt to resolve the dispute, but the Court ultimately will decide any unresolved dispute.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Leonardo Ocampo v. Parking Concepts, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Leonardo Ocampo v. Parking Concepts, Inc. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department CX105 of the Orange Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd, Santa Clara, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No. 30-2022-01246363-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Eric B. Kingsley
Liane Katzenstein Ly
eric@kingsleykingsley.com
liane@kingsleykingsley.com
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:

[Name of Company]
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT "2"

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Leonardo 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

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit ("Action") against Parking Concepts, Inc. ("Defendant" or "Parking Concepts" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Parking Concepts employee, Leonardo Ocampo ("Plaintiff") and seeks payment of (1) back wages and other relief for all non-exempt employees employed by Defendant in California at any time during the Class Period (December 10, 2020 to October 1, 2022) ("Class" or "Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees employed by Defendant in California at any time during the PAGA Period (December 10, 2020 to October 1, 2022) ("Aggrieved Employees" or "PAGA Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ pay periods** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting [the Request for Exclusion form attached hereto as Attachment 1 to the Settlement Administrator, or the written Request for Exclusion or](#) otherwise notifying the Administrator in writing [of your intent to exclude yourself from the Class Settlement.](#) If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims). These include the Released Class Claims and the Released PAGA Claims <u>(defined below)</u> described below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a <u>completed -written- Request for Exclusion form (Attachment 1) or otherwise notifying the Administrator in writing of your intent to exclude yourself from the Class Settlement.</u> Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Payment To The LWDA	The Court's decision whether to finally approve the Settlement will also include a determination of how much will be paid to the LWDA. You are not personally responsible for any payments to the LWDA, but every dollar paid to the LWDA reduces the overall amount paid to PAGA employees. You cannot object to the amounts to be paid to the LWDA even if you think they are unreasonable.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Parking Concepts employee. The Action accuses Defendant of violating California labor laws by failing to provide meal and rest breaks pursuant to Labor Code section 512 and 226.7; failing to reimburse business-related expenses under Labor Code section 2802; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley & Kingsley, APC ("Class Counsel.")

Defendant strongly denies each of Plaintiff's claims in the Action, denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$435,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$145,000.00 (33-1/3% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$17,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$30,000.00 to the Administrator for services administering the Settlement.

D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of ~~20%1/3~~ 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and ~~80%2/3~~ 80% to interest and penalties. (“Non-Wage Portion.”) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you ~~notify the Administrator in writing, not later than [date], that you wish to opt out~~ complete and mail back the opt out Request for Exclusion form included in this Notice Packet as Attachment 1. ~~You may also send a signed letter to the Administrator– requesting exclusion that includes a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. —The easiest way to notify the Administrator is to send a written and signed Request for Exclusion~~ Any opt out must be received by the [date] Response Deadline. ~~The Request for Exclusion should be a letter~~

~~from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.~~ Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members ~~will be~~ may be legally barred as a matter of law from asserting any of the Released Class Claims (defined below). ~~claims released under the Settlement.~~ This means that unless you opted out by validly excluding yourself from the Class Settlement, you may not be able to ~~cannot~~ sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) any and all claims that were pled in the Second Amended Complaint, or which could have been pled in the Second Amended Complaint based on the factual allegations therein, that arose during the Class Period (collectively, the "Released Class Claims"). Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. ~~("Released Class Claims")~~

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees ~~will be~~may be barred as a matter of law from asserting the Released PAGA ~~claims~~ Claims (defined below) against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, ~~cannot~~may not be able to sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the LWDA Letter (collectively, the "PAGA Claims") that arose during the PAGA Period. ~~("Released PAGA Claims")~~

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[date]** to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. ~~The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information.~~—You should send copies rather than originals because the documents will not

be returned to you. The Administrator will attempt to resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. ~~The Administrator's decision is final. You can't appeal or otherwise challenge its final decision. The Administrator and Parties will attempt to resolve the dispute, but the Court ultimately will decide any unresolved dispute.~~

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Leonardo Ocampo v. Parking Concepts, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Leonardo Ocampo v. Parking Concepts, Inc. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department [CX10524](#) of the Orange Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd, Santa Clara, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [\[www.etc.\]](#) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the administrator's website at [\[URL of website\]](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No. 30-2022-01246363-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Eric B. Kingsley
Liane Katzenstein Ly

eric@kingsleykingsley.com
liane@kingsleykingsley.com
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT "3"

REQUEST FOR EXCLUSION FORM

Leonardo Ocampo v. Parking Concepts, Inc.

Orange County Superior Court

Case No.: 30-2022-01246363-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MAY COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

**PHOENIX SETTLEMENT ADMINISTRATORS
LEONARDO OCAMPO V. PARKING CONCEPTS, INC.
CLASS ACTION ADMINISTRATOR**

ADDRESS

ADDRESS

PHONE

FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Leonardo Ocampo v. Parking Concepts, Inc.*, Orange County Superior Court, Case No. 30-2022-01246363-CU-OE-CXC. I understand that if I ask to be excluded from the settlement class, I will not receive any money from the class settlement portion of this lawsuit, except for my portion of the PAGA amount.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: ____ _

EXHIBIT "4"

(Proof of Submission to the LWDA)

(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 October 18, 2023, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** 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

ABRAMSON LABOR GROUP

William Zev Abramson

wza@abramsonlabor.com

11846 Ventura Blvd., Suite 100

Studio City, CA 91604

[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.tfaforms.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 sent 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 above 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 October 18, 2023, at Woodland Hills, California.



Michelle Tanzer