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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]

DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS

[Filed concurrently with Motion for Final Approval; Motion for Approval of Attorneys' Fees and Costs; Declarations of Leonard Ocampo and Lluvia Islas of Phoenix Settlement Administrators, Proposed Order and 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

DECLARATION OF LIANE KATZENSTEIN LY

I, Liane Katzenstein Ly, declare as follows:

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.

2. I make this declaration in support of Plaintiff's Motions for Final Approval of Class Action Settlement and Plaintiff's Motion for Approval Attorneys' Fees and Costs in the above-captioned case.

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

4. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the Class Action and PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit "1".

LITIGATION BACKGROUND

5. On February 14, 2022, Plaintiff Leonard Ocampo filed a Representative Action Complaint alleging a single claim for penalties pursuant to the Private Attorney General's Act of 2004 ("PAGA"), seeking recovery for: (1) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (2) failure to provide rest breaks pursuant to Labor Code section 226.7; (3) failure to reimburse expenses pursuant to Labor Code section 2802; (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203.

6. Also on December 10, 2021, Plaintiff Ocampo sent a notice letter, pursuant to Labor PAGA, to the Labor Workforce Development Agency ("LWDA") regarding his intent to seek civil penalties for the same Labor Code violations above.

7. On April 13, 2022, Plaintiff Ocampo filed a First Amended Representative Action Complaint, removing language referencing "prejudgment interest."

8. On April 18, 2023, pursuant to the Agreement, Plaintiff filed a Second Amended Class and Representative Action Complaint, adding class claims for (1) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (2) failure to provide rest breaks pursuant to Labor Code section 226.7; (3) failure to reimburse expenses pursuant to Labor Code section 2802; (4) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; (6) Violation of Business & Professions Code section 17200.

9. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability.

THE DISCOVERY PROCESS

10. The Parties engaged in informal discovery in the interest of resolving this case through early mediation.

11. On December 13, 2022, the Parties participated in an all-day mediation presided over by the Steven J. Rottman, Esq., which led to this Agreement to settle the Action.

12. In preparation for mediation, both parties informally exchanged documents relating to Plaintiff's representative and individual claims. Defendant informally produced a sampling of time and pay data for mediation purposes only.

13. Based on their own investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here.

SETTLEMENT

14. On November 3, 2023, the Court issued an Order preliminarily approving the

settlement in this case, approving the proposed Class Notice, ordering that the Administrator send notice to the Settlement Class, and setting a date for the Final Approval and Fairness Hearing.

15. The settlement class is defined as: "all non-exempt employees employed by Defendant in California at any time during the Class Period." ("Class" or "Settlement Class Members") The "Settlement Class Members" shall not include any person who submits a timely and valid Request for Exclusion as provided in this Agreement, or any person who previously released the Released Claims under a separate agreement.

16. The Class Period is from December 10, 2020 to October 1, 2022. The Settlement Class contained 910 individuals.

17. For purposes of the Agreement, the Aggrieved Employees are defined as: "all non-exempt employees employed by Defendant in California at any time during the PAGA Period." ("Aggrieved Employees" or "PAGA Members")

18. The PAGA Period is December 10, 2020 through October 1, 2022. Based on documents and other information produced by Defendant, there are approximately 913 PAGA Members.

19. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $435,000.00, which includes the sum of the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment and the Administrator's Expenses.

CLASS NOTICE

20. The Court approved the proposed Class Notice and directed the mailing of the Notice by first-class mail to Settlement Class Members in accordance with the proposed implementation schedule.

CLASS COUNSEL'S *KULLAR* ANALYSIS

21. All settlement discussions were made by experienced and informed counsel, who believe that this settlement represents a favorable resolution for the Settlement Class Members.

22. The settlement negotiations have been, at all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken

place.

23. Second, the Parties engaged in extensive informal discovery that permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. In addition, Defendant produced additional data and documents for the Class and PAGA Employees informally for purposes of settlement.

24. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each claim alleged in the lawsuit.

25. Third, Class Counsel have significant experience in cases of this type, including several years prosecuting wage, hour, and working condition violations.

26. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and that the average recovery for each Settlement Class Member of over $200.00 is substantial, given the risks inherent in litigation and the defenses asserted.

27. The proposed settlement satisfies each of these factors.

28. Class Counsel conducted extensive informal discovery before entering into meaningful settlement negotiations in this matter. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

29. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement.

The Risks Associated with the Meal Break Claim

30. Defendant failed to provide Plaintiff Ocampo, the Proposed Class and the Aggrieved Employees with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

31. Often times Plaintiff Ocampo, the Proposed Class and the Aggrieved Employees were required to clock out for lunch, but due to the workload, were instructed to wait until after the customer rush to take their breaks. Plaintiff Ocampo's lunches were regularly cut short or missed entirely. As such, Plaintiff Ocampo contends that he, the Proposed Class, and the Aggrieved Employees are not relieved of all duties nor are they free from control during meal periods.

32. Upon review of the records, the meal break theory most amenable to class action

treatment was the claim for second meal periods.

33. Defendant produced a meal waiver form for first meal periods.

34. The bulk of the violations in the records were for first meal periods between the fifth and sixth hour (those covered by the waiver forms) and second meal periods.

35. Plaintiff intended to argue that the waivers were invalid, but there was substantial risk.

36. Additionally, Defendant paid a substantial number of meal premiums.

37. Plaintiff felt the second meal period claim was the strongest.

The Risks Associated with the Rest Break Claim

38. Plaintiff Ocampo, the Proposed Class, and the Aggrieved Employees' rest period claims arise from a common course of conduct wherein Defendant did not provide employees with the opportunity to take first or second 10-minute rest breaks in compliance with California law.

39. Plaintiff Ocampo, the Proposed Class, and the Aggrieved Employees' consistently worked shifts of 3.5+ hours and were not authorized or permitted to take rest breaks.

40. Therefore, Defendant violated Labor Code §226.7 by failing to provide proper rest periods and pay Plaintiff Ocampo, the Proposed Class, and the Aggrieved Employees' one hour of compensation at their regular rate for rest period premium wages.

41. Defendant systemically denied its employees the opportunity to take compliant, paid rest breaks every four hours, or major fraction thereof, and in violation of the California Labor Code and applicable Wage Orders.

42. Plaintiff contends that Defendant required Plaintiff, the Proposed Class and the Aggrieved Employees to sign off that they were receiving their rest breaks but were not actually being provided actual rest breaks.

43. Given that Defendant maintained a complaint written rest period policy, Plaintiff discounted this claim after factoring in the risks on certification and the merits.

The Risks Associated with the Reimbursement Claim

44. Plaintiff Ocampo alleges that Defendant failed to reimburse the Proposed Class and Aggrieved Employees for business-related expenses, including for use of their personal cell phone and vehicles, necessary in executing their duties under Defendant's employ.

45. Defendant argued that cell phone usage was not mandatory, but given the fact that Plaintiff used his cell phone daily, Plaintiff felt confident that he would prevail.

The Risks Associated with the Inaccurate Wage Statement Claims

46. This is a derivative claim. All of the risks detailed above were present for this claim.

The Risks Associated with the Waiting Time Penalty Claim

47. Here, Plaintiff Ocampo, the Proposed Class, and numerous Aggrieved Employees are no longer employed by Defendant.

48. Due to Defendant's failure to pay all wages and meal and rest period premiums as detailed above, Defendant failed to pay all wages owed and due upon their termination and/or resignation.

49. Defendant's actions were willful, as they have intentionally failed or refused to perform an act which was required to be done.

The Risks Associated with the PAGA Claim

50. The Parties discounted the PAGA claim for multiple reasons.

51. First, the aggrieved employees' PAGA claims are derivative of all the foregoing class claims.

52. Second, a court has discretion to award less than the maximum penalty.

53. Finally, the Settlement Class is compensated for these violations in the proposed Agreement, and thus any PAGA recovery for these same violations would be duplicative.

54. As such, the Agreement's contemplated PAGA payment of $25,000.00 is appropriate.

55. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now.

56. If the Court did eventually certify a class, trial of a case involving approximately 913 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

57. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

58. This case has not been certified to be tried as a class action. While Plaintiff believes there is strong evidence to support certification of several possible subclasses, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. In attempting to certify a class, the parties would need to conduct multiple depositions, including of the Class Representative and of several person(s) most knowledgeable regarding Defendant's meal and rest policies. There is a risk for both sides as to what these depositions will reveal and whether they will support class certification to the extent expected.

The Amount Offered in Settlement

59. It was very difficult for the Parties to reach this Settlement of $435,000.00.

60. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive investigation and discovery and the assistance of an experienced mediator, Steven J. Rottman, Esq.

61. The full value of the Meal Period claim, without any discount, was approximately $141,425.76.

62. This amount is comprised of 8,232 shifts over ten hours in length with an average hourly rate of $17.18 per hour.

63. For the reasons above, Plaintiff determined that accepting a discount of the full amount was appropriate.

64. The full value of the Rest Period claim, without any discount, was approximately $3,355,150.90.

65. This amount is comprised of 195,294 shifts over 3.5 hours in length at the average hourly rate of $17.18 per hour.

66. For the reasons above, Plaintiff determined that accepting a steep discount of the full amount was appropriate.

67. With regard to the Reimbursement Claim analysis, Plaintiff believed that it was reasonable to value the potential reimbursement at $15.00 per month, per employee, for reimbursement of personal cell phone usage.

68. This brought the damages for this claim to $155,467.50.

69. Plaintiff estimated that there were approximately 10,364.5 months worked by the Class Members during the Class Period.

70. Plaintiff valued the Wage Statement Claim, without discount, at $2,072,900.00.

71. Plaintiff used $100 for each wage statement issued (pay period), and there were approximately 20,729 pay periods in the relevant Time Period.

72. This figure is overstated because Labor Code §226(e)(1) uses $50 for the initial pay period (not $100) and puts a $4,000 cap on wage statement penalties per employee.

73. Due to the risk discussed above that 226(a) liability wouldn't attach, Plaintiff determined that a steep discount of this claim was fair for settlement purposes.

74. Plaintiff valued the Waiting Time Claim, at $939,316.50.

75. This is based on 243 former employees, an average hourly rate of $17.18 per hour, and an average shift length of 7.5 hours.

76. Considering the derivate nature of Labor Code §203 and the dispute over whether class members were owed any wages, Plaintiff determined that accepting a discount on this claim was appropriate.

77. Finally, Plaintiff calculated the value of the PAGA claim at a range of $2,072,900 to $8,291,600.00 for Aggrieved Employees (using $100 per pay period).

78. The range takes into account whether stacking penalties is appropriate and whether Plaintiff succeeds on each underlying claim. The main risk taken into account with PAGA is the discretionary nature of the penalty award.

79. A judge can award the statutory maximum of $100 for the initial violation and $200 thereafter or – in theory – one cent per wage statement.

80. While there is a dearth of available authority, in Plaintiff's view, were Plaintiff to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties of top of any damages recovered.

81. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the Aggrieved Employees' claims was approximately $6,664,260.60 plus PAGA penalties.

82. The underlying value of the non-penalty claims is $3,652,044.10. However, as a

result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount of $435,000.00 is fair and reasonable.

83. As outlined above, Class Counsel conducted a thorough investigation into the facts of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and possessed sufficient information to make an informed judgement regarding the likelihood of success and the results that could be obtained through further litigation.

ATTORNEY COMPETENCE

84. Kingsley & Kingsley is experienced in prosecuting employment litigation, and since 2000 we have focused a substantial percentage of our practice on complex wage, hour, and working condition violations. My firm is extremely well-versed in class action litigation and has diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. Below is a small but representative sampling of wage and hour class cases handled by my firm:

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of $255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount of $475,000 and the court approved the attorneys' fee request of 30%.

c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of $4,000,000 and the court granted attorneys' fees request of 30%.

d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of $1,000,000 and the court granted attorneys' fees request of 30%.

e. *Ryan v. Hilton Hotels Corporation,* (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of $1,675,000.00 and the court granted attorneys' fees request of

33 1/3%.

f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys' fees request of 33.3%.

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys' fees request of 33.3%.

h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of $4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of $1,500,000.00 and the court granted attorneys' fees request of 33.33%.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of $995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al.* v. *Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel $996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorney's fees request of

33.33%.

m. *Pineda, et al.* v. Grimmway Enterprises, Inc., (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of $9,000,000 with attorneys' fees request of 33.33%.

85. Kingsley & Kingsley, APC filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, Kingsley & Kingsley, APC has moved for class certification in 16 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Melendrez v. JK Communications*¸ No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).

b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley co-class counsel).

c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).

d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214). contested class certification granted in June 2020.

e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.

f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.

g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

86. After factoring in the risks explained above, Class Counsel believes that the

proposed settlement is fair and reasonable.

87. There is no governmental participation in this action.

88. The proposed plan of allocation distributes Settlement funds proportionally based on each class member's damages, and should therefore be approved as fair, adequate, and reasonable.

ATTORNEYS' FEE AWARD

89. As detailed fully in the Agreement and set forth above, the Agreement provides for Defendant to create a Gross Settlement Amount of $435,000.00. From that fund, Plaintiff requests an award of attorneys' fees in the amount of $145,000.00, or 1/3 of the Gross Settlement Amount created on behalf of members of the Class.

90. Class Counsel extensively addressed the perceived risks in this case in the concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement of behalf of the Settlement Class Members. Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award.

91. I am very familiar with the contingent fee market throughout California and in the Orange County area, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements with plaintiffs, both as individuals and as representatives in class action suits. Many of those agreements provided that counsel will receive a fee that is between 33% and 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of the recovery amount. The Class Representative in this action signed a contingency fee agreement that stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles. These are typical and standard percentages in employment-related contingency agreements

throughout California. Indeed, in my opinion, the Class in this complex wage and hour case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm, for any amount significantly less than the contingency fee percentage provided in this retainer agreement. Class Counsel has never been paid any money for attorneys' fees in this case and has advanced all costs.

92. There are always risks attendant to billing cases on a contingency basis. Those risks are even higher in the current economic climate. Kingsley & Kingsley bills the vast majority of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate cases, *Lozoya v. Shore House Café, Inc.,* No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred thousands of dollars in fees that will never be recovered.

93. Additionally, there are cases where Class Counsel takes on the extreme risk of attempting to certify a class case, often times turning down class or individual settlement offers that Class Counsel feels are not in the best interest of the class, only to lose class certification and the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services, Inc.,* No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-RGK(FFMx) (C.D. Cal. filed October 5, 2010).

94. When Class Counsel's motions for class certification are denied, Class Counsel often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*, 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct. App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant Services, Inc.,* No. B238605 (CA. Ct. App. 2012)).

95. In addition to appealing class certification denials, Kingsley & Kingsley has been involved in numerous lengthy and protracted appeals process before the California Court of Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm specifically has taken and lost some issues on appeal that required the write-off of significant legal

fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings or successfully fought to have successful rulings affirmed. Below is just a sample of some of these appeals:

a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);

c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);

d. *Areso v. CarMax, Inc.,* 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed) ;

e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);

h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.

9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);

k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);

l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);

m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held before the California Supreme Court on January 6, 2020 and a decision was published in March 2020.

96. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of $500 for their partners. In fact, four of these firms charged as high as $600, $620, $650 and up to $850 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County, and San Diego County. This survey is attached hereto as Exhibit "2".

97. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class certification. Recently, there has been a renewed effort by defense counsel and/or their clients to challenge these cases and to push back, especially on certification motions. In addition, many novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

<u>CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE</u>

98. Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel's aggregate lodestar amounts to $85,050.00 (with future hours), which represents 121 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval. Class Counsel will certainly continue to spend time working

on this matter for tasks such as preparing for and attending the final approval hearing, overseeing the administration process, and communicating with Settlement Class Members, as such, Plaintiff's Counsel are requesting approval of 10 future hours for Liane Katzenstein Ly.

99. As such, Class Counsel is asking for a multiplier of 1.70.

100. The amount of time spent on this case (over 121 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

101. Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement.

102. The requested hourly rates in this case range from $450.00 per hour to $1,100.00.

103. Class Counsel's hourly rates are fully supported by their experience and reputation in handling complex employment litigation, including wage and hour class actions.

104. Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action lawsuits.

105. He has litigated several hundred such cases, including at the appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal.

106. He is also a prolific speaker at various seminars on employment law and has contributed to legal publications on employment topics.

107. In light of the impending increase of experienced lawyers in specialized practice, I believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or less than those charged by my colleagues in California and the national market for prosecuting or defending class actions.

108. My office billed for the following three attorneys for work performed on this case: Eric Kingsley, Jessica Bulaon, and me.

109. I am a partner at Kingsley & Kingsley, APC, has a billing rate of $800 per hour. I am an honors graduate of Florida State University, and received my JD from University of

California Davis School of Law in 2008, where I was an editor of the Environmental Law Journal and a board member of the King Hall Negotiations Team.

110. Jessi Bulaon is an Associate Attorney at Kingsley & Kingsley, APC. Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of 2021. She is billed at $450 per hour.

111. Pursuant to *Mark v. Spencer* (2008) 166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769, Kingsley & Kingsley, APC and Abramson Labor Group entered into a fee splitting agreement and Plaintiff provided written consent to this agreement.

112. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: $1,500 an Hour* states that "a review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between $1,200 and $1,300 an hour, with top rates at several large law firms exceeding $1,400." The article also explains that "despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn." Finally, the article notes that "the average highest rate paid for law-firm partners was $875 an hour in 2015." This article is attached hereto as Exhibit "3".

113. Class Counsel's charged rate are commensurate with the prevailing market rates in County for attorneys of comparable experience and skill handling complex litigation.

114. Class Counsel's rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel's legal services.

115. Class Counsel made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.

116. Finally, Class Counsel's rates are in line with the 2023- 2024 Laffey Matrix, which

is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is $1057, a reasonable rate for an attorney with 14 years of experience, such as Ms. Ly is $878, a reasonable rate for an attorney with 9 years of experience, such as Mr. Stiller, is $777, a reasonable rate for an attorney with 4 or less years of experience, such as Ms. Bulaon is $538. A true and correct copy of the 2023-2024 Adjusted Laffey Matrix is attached hereto as Exhibit "4".

117. Kingsley & Kingsley's attorneys' fees in the present case are broken down as follows:

ATTORNEY	**HOURS**	**HOURLY RATE**	**TOTALS**
Eric B. Kingsley	13.1	$1,100.00	$14,410.00
Liane Katzenstein Ly	63.1	$800.00	$50,480.00
Jessica Bulaon	44.8	$450.00	$20,160.00
KINGSLEY TOTAL ATTORNEYS' FEES	**121.00**		**$85,050.00**[1]

118. In conjunction with Abramson Labor Group, Kingsley & Kingsley, APC has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
b. researching employer and related causes of action;
c. researching other pending and former matters against Defendant;
d. fact development and investigating Defendant's ownership structure
e. researching and analyzing relevant claims under B&P 17200;
f. investigation and discussion regarding job functions, duties, compensation,

[1] The Total Attorneys' Fees includes Class Counsel anticipated 10 hours of future time, adding to Liane Katzenstein's total, to handle the final approval hearing in April and to oversee the administration process.

policies, and procedures, etc.;

g. regular meetings and or communicating with the Class Representative;

h. regular meetings and or communicating with Co-Counsel;

i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);

j. researching private right of action and various impact on class actions;

k. interviewing and obtaining declarations from Class Members;

l. preparing for and attending mediation;

m. discussing issues related to damage model calculations;

n. preparing and analyzing damage models;

o. negotiating the terms of the settlement;

p. reviewing and making changes to the Agreement;

q. drafting and editing all documents for Preliminary and Final Approval;

r. monitoring Notice and settlement administration procedures;

s. coordinating and overseeing all aspects of the administration of the Agreement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

119. Here, Class Counsel is requesting a multiplier of 1.70.

120. I believe the request for attorneys' fees in the amount of $145,000.00 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

121. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of Settlement and will be discussed in Plaintiff's forthcoming Motion for Final Approval

of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute.

122. As discussed above, Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed.

123. To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial risk and expense, and were precluded from taking other fee generating employment for 121 hours of attorney time.

124. This matter had been handled purely on a contingency fee basis and Class Counsel have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter.

125. Class Counsel believe this is an exceptional result that has been well received by Settlement Class Members.

ATTORNEY COSTS

126. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of $17,000.00.

127. To date, Kingsley and Kingsley has incurred $15,019.23 in costs.

128. Class Counsel anticipates incurring an additional $600.00 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Agreement, Class Counsel shall not seek an amount in excess of $17,000.00 for litigation costs.

129. As such, Class Counsel is requesting a cost reimbursement of $15,619.23.

130. All of the requested costs are reasonable in amount and were necessarily incurred by Class Counsel in prosecuting this litigation.

131. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class Counsel.

132. Class Counsel diligently prepared and litigated this matter, advancing thousands of

dollars in costs and deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter.

THE PLAINTIFF'S ENHANCEMENT SHOULD BE APPROVED

133. Plaintiff's Counsel request an enhancement of $10,000.00 to the Class Representative LEONARD OCAMPO for his work on behalf of the Settlement Class.

134. The time spent by is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with many Settlement Class Members; making himself available for a full-day of mediation as necessary; and responding promptly to Class Counsel's communications regarding settlement.

135. Class Counsel considers this to be a fair and reasonable enhancement.

136. Plaintiff Ocampo was also at risk of for paying Defendant's legal fees and costs in the event that Defendant prevailed at trial.

137. The Class has benefited from Mr. Ocampo's action in stepping forward on their behalf to bring this lawsuit.

138. Further, The Class Notice disclosed the enhancement award.

139. As of today, no Settlement Class Member has objected to the proposed enhancement.

140. Under the circumstances, a representative payment of $10,000.00 is justified and the Court should award this payment to Plaintiff LEONARD OCAMPO from the Gross Settlement Amount as provided in the Agreement.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

141. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce

Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "6".

EXHIBITS

142. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint Class Action and PAGA Settlement Agreement that was preliminary approved by this Court on November 3, 2023.

143. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research 2007 NLJ Billing Survey.

144. Attached hereto as Exhibit "3" is a true and correct copy of Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: $1,500 an Hour*.

145. Attached hereto as Exhibit "4" is a true and correct copy of the 2023-2024 Adjusted Laffey Matrix.

146. Attached hereto as Exhibit "5" is a true and correct copy of the Kingsley & Kingsley, APC costs ledger reflecting costs incurred in this matter.

147. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 141 above.

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

This declaration was executed this 12th day of March, 2024, in Encino, California.

Liane Katzenstein Ly

EXHIBIT "1"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff LEONARDO OCAMPO ("Plaintiff") and defendant PARKING CONCEPTS, INC. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS</u>.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Leonardo Ocampo v. Parking Concepts, Inc.,* Case No. 30-2022-01246363-CU-OE-CXC, initiated on February 14, 2022, and pending in Superior Court of the State of California, County of Orange, as it may be amended following execution of this Agreement.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" or "PAGA Employee" means all non-exempt employees employed by Defendant in California at any time during the PAGA Period.

1.1. "Class" means all non-exempt employees employed by Defendant in California at any time during the Class Period.

1.2. "Class Counsel" means Kingsley & Kingsley, APC.

1.3. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.4. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, start and end dates of employment, and number of Pay Periods for the Class Period and PAGA Period.

1.5. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.6. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.7. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members' last known address in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.8. "Class Period" means the period from December 10, 2020, to October 1, 2022.

1.9. "Class Representative" or "Plaintiff" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.10. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.11. "Court" means the Superior Court of California, County of Orange.

1.12. "Defendant" means named Defendant PARKING CONCEPTS, INC.

1.13. "Defense Counsel" means Newmeyer & Dillion LLP.

1.14. "Effective Date" means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.15. "Final Approval" means the Court's order granting final approval of the Settlement.

1.16. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement including any continuation thereof.

1.17. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.18. “Gross Settlement Amount” means $435,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.19. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.

1.20. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.21. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.22. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to receive 75% of the PAGA Penalties under this Settlement.

1.23. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.24. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.25. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.26. "Operative Complaint" means Plaintiff's Second Amended Complaint in the Action.

1.27. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.28. “PAGA Period” means the period from December 10, 2020, through October 1, 2022.

1.29. “PAGA” means the Private Attorneys General Act (Labor Code § 2698 et seq.).

1.30. “PAGA Notice” means Plaintiff’s December 10, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.31. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($25,000.00), allocated 25% to the Aggrieved Employees ($6,250.00) and 75% to the LWDA ($18,750.00) in settlement of PAGA claims.

1.32. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.33. "Pay Period" means any Pay Period during which a Class Member worked for Defendant for at least one day during the Class Period and also means any PAGA Pay Period.

1.34. “Plaintiff” means LEONARDO OCAMPO, the named plaintiff in the Action.

1.35. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.36. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.

1.37. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.39. “Released Parties” means: Defendant PARKING CONCEPTS, INC., its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective; (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, owners, officers, directors, shareholders, exempt employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

1.40. “Request for Exclusion” means a Class Member’s submission of a timely, written request to be excluded from the Class Settlement signed by the Class Member.

1.41. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On February 14, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for penalties pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802. On April 13, 2022, Plaintiff filed a First Amended Complaint, removing language referencing "prejudgment interest." For purposes of Settlement, Plaintiff filed a Second Amended Complaint, adding class-wide claims for Labor Code §§ 201-203, 226, 226.7, 512, and 2802. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint (as well as all allegations in the Complaint, the First Amended Complaint, and the PAGA Notice), denies any failure to comply with the laws identified in in the Operative Complaint (as well as all allegations in the Complaint, the First Amended Complaint, and the PAGA Notice), and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. Defendant reserves the right to challenge whether Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice if the Court does not grant Final Approval of the Settlement.

2.3. On December 13, 2022, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, pertinent documents and data for the Class and PAGA Employees so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $435,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and PAGA Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court does not approve a Class Representative Service Payment, or approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment attributable to Plaintiff.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be $145,000.00, and a Class Counsel Litigation Expenses Payment of not more than $17,000.00. Defendant will not oppose requests for these payments that do not exceed the amounts set forth above. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and administration of the Settlement. The Parties agree that there is no prevailing party, and the Class and Class Counsel shall not be entitled to any fees or costs other than those awarded out of and deducted from the Gross Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel (including, but not limited to, Abramson Labor Group) for any attorneys' fees or costs arising from the Action or any claim in the Action other than the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment approved by the Court. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, for and from any dispute or controversy regarding any division or sharing of any Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $30,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves an Administrator Expenses Payment less than $30,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on the Wage Portion of their Individual Class Payment and for any taxes attributable to such Participating Class Members owed on the Non-Wage Portion of their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $25,000.00 to be paid from the Gross Settlement Amount, with 75% ($18,750.00) allocated to the LWDA PAGA Payment and 25% ($6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of each PAGA Employee's Individual PAGA Payment will be allocated to settlement of claims for penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Members and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 913 Class Members who collectively worked a total of 21,911 Pay Periods during the Class Period. Based on a review of its records to date, Defendant estimates there are 913 Aggrieved Employees who collectively worked a total of 21,911 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 60 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. Upon request by a Class Member prior to the void date, the Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b). If the Court does not approve of such, the Parties will agree upon a cy pres recipient within the meaning of California Code of Civil Procedure section 384.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as (by way of example only) 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 <u>Plaintiff's Release</u>. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, charges, complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes of action, penalties, wages, obligations, debts, expenses, damages, attorneys' fees, costs, judgments, orders, liabilities, transactions, or occurrences of any kind or nature in law, equity, or otherwise, known and unknown, suspected and unsuspected, that Plaintiff had, now has, or may hereafter claim to have against the Released Parties at any time from the beginning of time until the Effective Date, including, by way of example only but in no way limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice, or ascertained during the Action and released under Paragraph 6.3, below; (c) claims arising from or dependent on the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, California Business and Professions Code section 17200 et seq., the California Fair Employment and Housing Act (Cal. Gov't Code section 12900 et seq.), the California Healthy Workplaces, Healthy Families Act (Cal. Labor Code section 245 et seq.), the California common law of contract and tort, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); the Fair Labor Standards Act (29 U.S.C. § 201 et seq.), and the Families First Coronavirus Response Act ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 <u>Plaintiff's Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 <u>Release by Participating Class Members:</u> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from 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 Paragraph 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All 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 and the State of California, the Released Parties from all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the PAGA Notice (as well as the Operative Complaint, the Complaint, and the First Amended Complaint) (collectively, the "PAGA Claims") that arose during the PAGA Period, regardless of their decision to participate in the Class Settlement.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)).

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for filing the Motion for Preliminary Approval and delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Employees, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 No later than three business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform such Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves from (i.e., opt-out of) the Class (i.e., non-PAGA) portion of the Settlement (and therefore be Non-Participating Class Members) must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class (i.e., non-PAGA) portion of the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to and shall release the claims identified in Paragraph 6.3 of this Agreement and are eligible for and shall receive an Individual PAGA Payment.

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's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly notify Defense Counsel and Class Counsel of any challenges to calculation of Pay Periods by identifying the Class Member solely by employee ID number and providing information regarding the challenged Pay Periods and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney, at their own expense, to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted by Class Members (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (each a "Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.

8.8.4 Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. No later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid and invalid), the number of written objections it received, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 21 court days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE Based on its records, Defendant estimates that, as of the date of this Agreement, (1) there are 913 Class Members and (2) 21,911 total Pay Periods during the Class Period.

9.1 Increase in Class Members and or Pay Periods. Upon receipt of the Class Data, in the event that the number of Class Members or Pay Periods exceeds this estimate by more than 10%, the Administrator shall notify the Parties of such fact. To the extent the number of Class Members and/or Pay Periods in the Class Period increases by more than 10%, Defendant shall increase the Gross Settlement Amount by a proportionate amount per additional Class Member or Pay Period whichever is greater. For example, if the number of Settlement Class Members increases by 17%, Defendant shall increase the Gross Settlement Amount by 17%.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), and a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional expenses of the Administrator reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint (or the Complaint, the First Amended Complaint, or the PAGA Notice) have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval or Final Approval, or does not enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter (although neither the Parties nor their Counsel are presently aware of any related matter); (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice to any other Party, Counsel, Class Member, Aggrieved Employee, or any other person regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kingsley & Kingsley, APC
Eric B. Kingsley
Liane Katzenstein Ly
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Defendant:

Newmeyer & Dillion LLP
Jason L. Morris
Tara C. Dudum
Thomas H. Reilly
Harlye S. Carlton
895 Dove Street, Second Floor
Newport Beach, California 92660

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed (or, if already stayed, such stay shall be extended), except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff

Dated: February 27, 2023

DocuSigned by:

DB8657BC0309464...

Leonardo Ocampo

Defendant

Dated: 3/31/2023

President

Parking Concepts, Inc.

Dated: February 27, 2023

KINGSLEY & KINGSLEY, APC

By: ______________________

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

Dated: March 31, 2023

NEWMEYER & DILLION LLP

By: ______________________

Jason L. Morris
Tara C. Dudum
Thomas H. Reilly
Harlye S. Carlton
Attorneys for Defendant Parking Concepts, Inc.

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: ______________________ NEWMEYER & 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.

Dated: ______________________

KINGSLEY & KINGSLEY, APC

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

Dated: October 17, 2023

NEWMEYER & DILLION LLP

By: Tara C. D ______________________
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. <u>Defendant will pay $435,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. 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. <u>Court Approved Deductions from Gross Settlement.</u> 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. <u>Individual Class Payments.</u> 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. <u>Individual PAGA Payments</u>. 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. <u>Workweek/Pay Period Challenges</u>. 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. <u>Participating Class Members.</u> 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 County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Blvd, Santa Ana, 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.

<u>Class Counsel</u>:
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<u>Settlement Administrator</u>:
[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"

ALM RESEARCH

2007 NLJ Billing Survey

Fiscal Year - 2007

Billing Source-National Law Journal 12/11/2007

Row	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
7	Adams and Reese	$500	$225	$255	$165	$198	$305	$278	$197	$300	$275
8	Andrews Kurth	$795	$400	$460	$210						
9	Arent Fox	$675	$395	$440	$240						
10	Armstrong Teasdale	$450	$295	$295	$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	$525	$230	$315	$160	$205	$325	$280	$200	$320	$270
12	Barnes & Thornburg	$485	$265	$295	$180	$225	$350	$302	$220	$355	$310
13	Bass, Berry & Sims PLC	$575	$300	$285	$180						
14	Best Best & Krieger	$495	$290	$350	$160	$203	$275	$212	$235	$390	$265
15	Bond, Schoeneck & King	$435	$200	$250	$140	$179	$294	$253	$175	$295	$300
16	Bradley Arant Rose & White	$520	$240	$280	$180	$211	$335	$258	$205	$330	$260
17	Briggs and Morgan	$500	$250	$325	$195	$233	$391	$344	$230	$395	$350
18	Brinks Hofer Gilson & Lione	$650	$300	$410	$180	$273	$479	$365	$250	$485	$350
19	Broad and Cassel	$450	$250	$310	$165	$232	$361	$294	$225	$360	$275
20	Brownstein Hyatt Farber Schreck	$675	$260	$270	$170	$219	$373	$308	$218	$390	$325
21	Bryan Cave	$695	$320	$495	$165	$295	$493	$394	$295	$490	$375
22	Buchanan Ingersoll & Rooney	$750	$320	$460	$150						
23	Bullivant Houser Bailey	$500	$225	$350	$150	$240	$285	$260	$220	$275	$250
24	Burr & Forman	$470	$250	$305	$175	$235	$340				
25	Butzel Long	$575	$210	$350	$155						
26	Carlton Fields	$600	$280	$375	$190	$243	$406	$312	$245	$405	$300
27	Cooley Godward Kronish	$875	$470	$555	$250						
28	Covington & Burling	$800	$510	$525	$240						
29	Cozen O'Connor	$750	$230	$530	$155	$283	$420	$350	$280	$425	$340
30	Curtis, Mallet-Prevost, Colt & Mosle	$735	$635	$560	$280	$361	$666	$396	$360	$685	$480
31	Davis Wright Tremaine	$695	$300	$390	$170	$257	$430	$375	$250	$423	$375
32	Day Pitney	$650	$350	$525	$210	$306	$472	$374	$310	$465	$375
33	Dickinson Wright	$530	$260	$275	$170						
34	Dickstein Shapiro Morin & Oshinsky	$825	$425	$440	$225	$336	$552	$438	$360	$550	$425
35	Dinsmore & Shohl	$475	$235	$285	$155	$199	$342	$275	$190	$340	$250
36	Dorsey & Whitney	$750	$220	$470	$145	$274	$463	$375	$260	$463	$365
37	Duane Morris	$705	$315	$465	$150	$310	$475	$416	$305	$470	$415
38	Dykema Gossett	$625	$245	$390	$185	$272	$403				
39	Edwards Angell Palmer & Dodge	$700	$350	$450	$170	$293	$515	$407	$280	$513	$400
40	Epstein Becker & Green	$675	$280	$440	$155	$290	$471	$380	$280	$475	$395
41	Fenwick & West	$775	$500	$500	$245	$360	$590	$395	$370	$600	$410
42	Foley & Lardner	$855			$185	$387	$550	$476	$375	$550	$475
43	Ford & Harrison	$560	$325	$395	$210						
44	Fowler White Boggs Banker	$500	$230	$325	$150	$217	$345	$303	$210	$340	$300
45	Fox Rothschild	$595	$240	$440	$190						

	A	C	D	E	F	G	H	I	J	K	L
46	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
47	**Frost Brown Todd**	$455	$225	$255	$145	$180	$303	$256	$170	$295	$255
48	**Gardere Wynne Sewell**	$715	$350	$425	$220	$292	$472	$405	$265	$475	$405
49	**GrayRobinson, PA**	$500	$175	$250	$250	$198	$319	$224			
50	**Greenberg Traurig, PA**	$850	$300	$505	$175	$311	$490	$407	$310	$500	$415
51	**Harris Beach**	$475	$250	$275	$140						
52	**Hiscock & Barclay LLP**	$375	$220	$250	$160	$185	$278	$245	$180	$280	$250
53	**Hodgson Russ**	$645	$215	$395	$155	$219	$337	$254	$205	$350	$250
54	**Hogan & Hartson**	$850	$300	$525	$150	$385	$600	$490	$370	$590	
55	**Holland & Hart**	$585	$275	$345	$165	$269	$388	$335	$275	$385	$335
56	**Holme Roberts & Owen**	$635	$285	$420	$195	$284	$412	$353	$265	$410	$345
57	**Howard, Rice, Nemerovski, Canady, Falk & Rabkin**	$775	$495	$485	$275						
58	**Hughes Hubbard & Reed**	$825	$595	$560	$240						
59	**Husch & Eppenberger**	$425	$190	$260	$130	$179	$297	$248	$175	$295	$245
60	**Jackson Lewis**	$575	$235	$450	$210						
61	**Jenner & Block LLP**	$900	$450	$425	$275	$327	$562		$325	$525	
62	**Jones, Walker, Waechter, Poitevent, Carrere & Denegre**	$600	$210	$225	$150						
63	**Kelley Drye & Warren**	$800	$400	$500	$255						
64	**Knobbe, Martens, Olson & Bear**	$645	$340	$420	$215						
65	**Lane Powell Moss & Miller**	$515	$300	$300	$205	$255	$370	$345	$255	$370	$345
66	**Lathrop & Gage**	$450	$225	$300	$140	$185	$300	$215	$185	$300	$260
67	**Leonard, Street and Deinard**	$500	$300	$300	$185						
68	**Lewis, Rice & Fingersh**	$425	$240	$295	$130						
69	**Lindquist & Vennum**	$500	$260	$260	$165						
70	**Locke, Lord, Bissell & Liddell**	$900	$375	$390	$190	$281	$488	$399	$280	$490	$425
71	**Loeb & Loeb**	$875	$425	$500	$240	$384	$606	$505	$400	$600	$500
72	**Lord, Bissell & Brook**	$690	$335	$410	$200	$299	$473	$410	$300	$475	$415
73	**Lowenstein Sandler**	$725	$380	$395	$205						
74	**Luce, Forward, Hamilton & Scripps**	$725	$325	$450	$220	$281	$465	$381	$280	$475	$395
75	**Manatt, Phelps & Phillips**	$785	$520	$480	$265	$395	$600	$518	$415	$590	$550
76	**Marshall, Dennehey, Warner, Coleman & Goggin**	$400	$135	$300	$120						
77	**McCarter & English LLP**	$650	$325	$395	$205						
78	**McElroy Deutsch, Mulvaney & Carpenter**	$450	$295	$225	$135	$180	$250	$195	$165	$235	$215
79	**McKee Nelson**	$920	$635	$595	$375	$446	$760	$489	$455	$755	$475
80	**Michael Best & Friedrich**	$550	$225	$300	$185	$234	$363	$321	$235	$350	$325
81	**Miles & Stockbridge**	$535	$315	$405	$205	$260	$397				
82	**Miller & Martin**	$580	$230	$295	$160	$201	$338	$306	$195	$340	$320
83	**Miller, Canfield, Paddock and Stone, PLC**	$595	$265	$340	$160	$225	$400	$285	$220	$400	$335
84	**Montgomery, McCracken, Walker & Rhoads**	$575	$320	$320	$195	$260	$419	$360			
85	**Moore & Van Allen**	$765	$265	$330	$175						
86	**Morgan, Lewis & Bockius**	$850	$375	$575	$200						
87	**Morris, Manning & Martin**	$625	$350	$400	$180	$285	$436	$380	$310	$395	$440
88	**Nexsen Pruet Jacobs & Pollard**	$420	$220	$250	$150						
89	**Ogletree, Deakins, Nash, Smoak & Stewart**	$575	$270	$360	$200	$256	$348	$312			
90	**Patton Boggs**	$920	$320	$520	$205	$375	$536	$456	$385	$525	$455
91	**Pepper Hamilton**	$750	$335	$425	$200						
92	**Perkins Coie**	$805	$205	$500	$145						

	A	C	D	E	F	G	H	I	J	K	L
93	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
94	**Phelps Dunbar**	$450	$170	$205	$130	$174	$243	$184	$175		
95	**Phillips Lytle**	$435	$245	$300	$140	$205	$309	$223	$205	$300	$215
96	**Polsinelli Shalton Welte Suelthaus**	$600	$250	$250	$175						
97	**Quarles & Brady**	$575	$260	$335	$185	$233	$377	$319	$235	$375	$325
98	**Reed Smith**	$825	$350	$510	$200	$374	$558	$395	$350	$525	$385
99	**Robinson & Cole**	$575	$340	$325	$200	$295	$424	$328	$280	$420	$330
100	**Roetzel & Andress**	$460	$210	$275	$110	$198	$302	$264	$200	$300	$260
101	**Rutan & Tucker**	$600	$335	$350	$210						
102	**Saul Ewing**	$750	$315	$485	$180	$273	$426	$357	$255	$415	$365
103	**Schnader Harrison Segal & Lewis**	$750	$240	$385	$175						
104	**Schulte Roth & Zabel**	$850	$650	$585	$235	$435	$724		$440	$745	
105	**Sheppard, Mullin, Richter & Hampton**	$795	$425	$550	$260						
106	**Shughart Thomson & Kilroy**	$475	$235	$225	$160						
107	**Shumaker, Loop & Kendrick**	$465	$200	$360	$180	$221	$311	$289	$220	$305	$300
108	**Sills Cummis Epstein & Gross**	$650	$350	$375	$195						
109	**Smith, Gambrell & Russell**	$575	$250	$345	$175						
110	**Snell & Wilmer**	$675	$275	$390	$170	$248	$390				
111	**Steptoe & Johnson PLLC**	$325	$200	$250	$170						
112	**Stinson Morrison Hecker**	$600	$230	$250	$175	$207	$333	$295	$225	$365	$285
113	**Stoel Rives**	$500	$275	$350	$160	$231	$379	$324	$230	$375	$330
114	**Strasburger & Price**	$560	$225	$395	$200	$234	$367	$326	$223	$363	$322
115	**Sullivan & Worcester**	$700	$415	$420	$245	$309	$550	$438	$290	$540	$440
116	**Sutherland Asbill & Brennan**	$715	$375	$415	$215	$292	$511	$335	$280	$500	$305
117	**Thacher Proffitt & Wood**	$785	$525	$495	$275	$353	$674	$428	$365	$700	$395
118	**Thompson & Knight**	$730	$370	$370	$205	$295	$496	$415	$310	$485	$400
119	**Thompson Coburn**	$580	$265	$370	$170						
120	**Ulmer & Berne**	$470	$240	$290	$165	$212	$343	$280			
121	**Vedder, Price, Kaufman & Kammholz**	$650	$335	$410	$205	$281	$430	$372	$370	$425	$365
122	**Wiggin and Dana**	$590	$295	$350	$195						
123	**Williams Mullen**	$600	$300	$425	$205						
124	**Wilmer Cutler Pickering Hale and Dorr**	$1,000	$475	$495	$215						
125	**Winstead Sechrest & Minick**	$620	$345	$360	$180						
126	**Winston & Strawn**	$845	$400	$590	$200	$365	$608	$455	$395	$640	$523
127	**Womble Carlyle Sandridge & Rice**	$575	$290	$370	$195	$268	$426	$355	$265	$425	$360

EXHIBIT "3"

THE WALL STREET JOURNAL.

http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708

BUSINESS | LAW

Legal Fees Cross New Mark: $1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**
Updated Feb. 9, 2016 10:11 a.m. ET

The day of the $1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the $1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

"We just raise them every year," said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than $1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the $1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. "Using hourly rates is really anachronistic, but we still do it," he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

"If you think of the rules of supply and demand, how in the world can they keep raising their rates?" said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms' revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank's Legal Specialty Group, though demand rose just 0.5%.

"Lots of law firms will charge whatever the market can bear," said the head of one of the nation's 200 largest law firms.

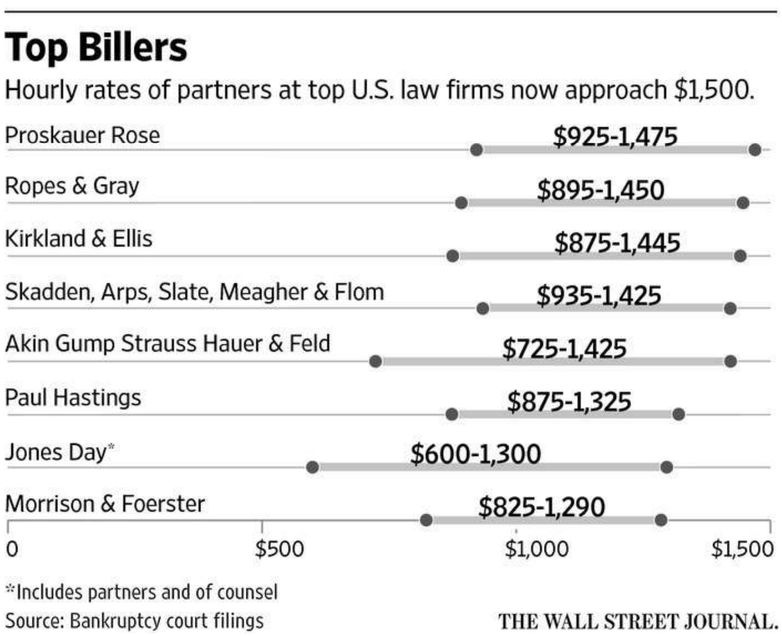
Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between $1,200 and $1,300 an hour, with top rates at several large law firms exceeding $1,400.

Proskauer Rose LLP's hourly partner billing rate has climbed as high as $1,475, while Ropes & Gray LLP's tops out at $1,450, court papers show.

Kirkland & Ellis LLP's top hourly billing rate is now $1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at $1,425 an hour.

Representatives of the law firms declined to comment.



Martin Bienenstock, who leads Proskauer's restructuring practice, called the $1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge $1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit $1,800 or even $1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for law-firm partners was $875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than $1,000 an hour for a lawyer, and the highest rate those in the survey paid was $1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with $4 billion or more in annual revenue were twice as likely as those with less than $100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn't to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "4"

LAFFEY MATRIX

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT "5"

Printed from Filevine

Parking Concepts, Inc. adv. Ocampo, Leonard

Leonard Ocampo • •

Historic Cost

$15,019.23

Court Cost

$7.50

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11/7/2023

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Filing Fee

$1,492.00

Created: 3/4/2022 at 1:57 PM

Trialworks TaskCode
filing fee

Date Incurred
2/22/2022

Payee
One Legal

Description
OLINV#03873879 PC 2.22.22

Docs
OLINV#03873879 PC 2.22.22.pdf

Filing Fee

$75.00

Created: 12/13/2021 at 10:19 AM

Trialworks TaskCode
filing fee

Date Incurred
12/10/2021

Payee
LWDA

Created: 12/10/2021 at 8:27 AM

$0.80

Trialworks TaskCode
Copies

Date Incurred
12/10/2021

Payee
Paper Cut

Notes
LWDA Letter

Postage Cost

$7.33

Created: 12/10/2021 at 8:27 AM

Trialworks TaskCode
Postage Cost

Date Incurred
12/10/2021

Notes
LWDA Letter

Postage Cost

$5.80

Created: 11/12/2021 at 11:36 AM

(Proof of Submission to Labor & Workforce Development Agency)

EXHIBIT "6"

(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 12, 2024, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY 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.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 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 12, 2024, at Woodland Hills, California.

Michelle Tanzer