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Attorneys for Plaintiffs
Jason Torres, an Individual, on behalf
of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

JASON TORRES, an Individual, on behalf of
himself and all others similarly situated

Plaintiffs,

v.

IMPERIAL PARKING INDUSTRIES, INC. a
California Corporation; and DOES 1 through
100, Inclusive

Defendants.

CASE NO. 21STCV45092

[Assigned for all purposes to the Honorable
Stuart M. Rice - Dept. 1]

CLASS ACTION

[PROPOSED] JUDGMENT

Hearing information

Date: September 20, 2023

Time: 10:30 a.m.

Dept.: 1

Action Filed: December 10, 2021

The Parties reached a settlement subject to Court approval as represented in the Joint Stipulation of Settlement and Release of Class and PAGA Action (the "Stipulation" and "Settlement Agreement") filed previously with this Court. On September 20, 2023 this Court conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court after this Court's previous Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order") entered on March 22, 2023. Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and

FILED
Superior Court of California
County of Los Angeles

09/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 otherwise being fully informed in the matter, and good cause appearing on September 20, 2023,
2 this Court granted final approval of the class settlement and entered its Order Granting of
3 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement (the "Final Approval
4 Order"), therefore:

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

6 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
7 incorporated herein by reference, this Court finds that the applicable requirements of the Code of
8 Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied
9 with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier
10 provisional certification of the Class for settlement purposes, as set forth in the Preliminary
11 Approval Order.

12 2. This Judgment hereby adopts and incorporates by reference the terms and conditions of the
13 parties' Settlement Agreement, together with the definitions of terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the Action and over all
15 parties to the Action, including all members of the Settlement Class.

16 4. Consistent with the definitions in the Settlement, the term Settlement Class means all
17 current and former hourly-paid employees of Defendant (Imperial Parking Industries, Inc.) within
18 the State of California at any time during the Class Period. Class Period shall mean the period
19 from December 10, 2017 through December 15, 2022.

20 5. The Released Claims for the Participating Class Members and the PAGA Released Claims
21 for the PAGA Members as defined by the Settlement Agreement are covered by and included
22 within the Settlement and this Judgment.

23 6. The Court finds the Settlement is fair, reasonable and adequate and that Plaintiff has
24 satisfied the standards and applicable requirements for final approval of this class action and
25 PAGA settlement under California law including Code of Civil Procedure Section 382.

26 7. The Notice of Class Action Settlement given to the Class Members fully and accurately
27 informed the Class Members of all material elements of the proposed Settlement and of their
28 opportunity to object to or comment thereon; was the best notice practicable under the

1 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
2 the laws of the State of California, the United States Constitution, due process, and other
3 applicable law. The Notice of Class Action Settlement fairly and adequately described the
4 Settlement and provided Class Members adequate instructions and a variety of means to obtain
5 additional information. A full opportunity has been afforded to the Class Members to participate in
6 the Final Approval hearing, and all Class Members and other persons wishing to be heard have
7 been heard.

8 8. The Court hereby approves the Settlement and directs the Parties to effectuate the
9 Settlement according to its terms.

10 9. Upon the Effective Date and upon Defendant fully funding the Settlement, Participating
11 Class Members for the Class Period shall fully and finally release and discharge the Released
12 Parties of all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of
13 action of every nature and description, arising from any and all claims which were asserted in the
14 Action or reasonably could have been asserted based on the facts alleged in the Action, and arising
15 during the Class Period of this settlement, including statutory, constitutional or common law
16 claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees,
17 litigation costs, restitution, equitable relief, or other relief under California Business & Professions
18 Code §17200, et seq. based on the following categories of allegations as set forth in the operative
19 complaint: (a) all claims for unpaid wages, including overtime wages, wages due from rounding,
20 and wages owed for off-the-clock; (b) all claims for unpaid minimum wages; (c) all claims for
21 failure to provide meal periods; (d) all claims for failure to authorize and permit rest periods; (e)
22 all claims for the failure to promptly pay all wages due and owing at the time of an employee's
23 termination or discharge; (f) all claims for the failure to issue properly itemized wage statements;
24 (g) all claims for Unfair Competition or Business Practices under California's Business and
25 Professions Code based on the preceding claims; (h) all claims for any and all penalties pursuant
26 to the California Labor Code and/or the Private Attorneys General Act of 2004 based on the
27 preceding claims. In addition, upon the Effective Date and upon Defendant fully funding the
28 Settlement, PAGA Members for the PAGA Period shall fully and finally release and discharge

1 the Released Parties for “PAGA Released Claims” which shall mean all claims, theories, and
2 causes of action alleged or that could have been alleged or otherwise raised based on the factual
3 allegations set forth in Plaintiff’s letter to the LWDA that was sent on January 21, 2022. This
4 includes claims under Labor Code sections 200 et seq., 201-204, 226(a), 226.7, 500 et seq., 510,
5 512, 516, 558, 1174, 1194 et seq., 1197, and the IWC Wage Orders for: (a) all claims for unpaid
6 wages, including overtime wages, wages due from rounding, and wages owed for off-the-clock;
7 (b) all claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d) all
8 claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay
9 all wages due and owing at the time of an employee’s termination or discharge; (f) all claims for
10 the failure to issue properly itemized wage statements; (g) all claims for Unfair Competition or
11 Business Practices under California’s Business and Professions Code based on the preceding
12 claims. The PAGA Released Claims will bind the PAGA Members even if they timely and validly
13 opt out of the Settlement Class. The scope of the PAGA Released Claims is limited to claims
14 arising during the PAGA Period. “Released Parties” shall mean Defendant (Imperial Parking
15 Industries, Inc.) and its officers, directors, managers, owners, executives, partners, employees,
16 shareholders, agents, attorneys, and any other successors, assigns, or legal representatives and any
17 of Defendant’s former and present parents, subsidiaries, successors, and affiliates, and their
18 officers, directors, managers, owners, executives, partners, employees, shareholders, agents,
19 attorneys, and any other successors, assigns, or legal representatives.

20 10. Without affecting the finality of this Judgment in any way, the Court hereby retains
21 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
22 and all orders entered in connection therewith pursuant to Code of Civil Procedure Section 664.6
23 and rule 3.769(h) of the California Rules of Court.

24 11. The Court hereby finds that the Gross Settlement Amount of \$130,000 and the means of
25 distributing the Net Settlement Amount to Participating Settlement Class Members and the PAGA
26 Payment to PAGA Members are fair, reasonable and adequate. The Settlement Administrator will
27 distribute the Net Settlement Amount to Participating Settlement Class Members and the PAGA
28 Payment to PAGA Members in accordance to the instruction and timeline set forth in the

1 settlement.

2 12. The Court hereby confirms Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC as Class
3 Counsel. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$43,333.33
4 and costs of \$14,599.82 as compensation for all attorney time spent on this matter from inception
5 through and including the final Settlement Fairness Hearing and all other work related to this case
6 and all costs, as these requests are fair and reasonable. The Court finds that the Class Counsel's
7 requested attorneys' fees fall within the range of reasonableness and that the results justify the
8 award. Costs to the Settlement Administrator CPT Group, Inc. in the amount of \$8,750 is hereby
9 approved as fair and reasonable.

10 13. The Court hereby approves an Incentive Award to the Class Representative in the amount
11 of \$5,000. The Class Representative Incentive Award is approved based on Class Representative's
12 contribution to the class, risks incurred, stigma, execution of a general release and all other factors
13 presented to the Court, the Court finds this request fair and reasonable.

14 14. The Court hereby approves a PAGA payment of \$3,900 (\$2,925 payable to the Labor
15 Workforce Development Agency and \$975 payable to PAGA Members), as this request is fair and
16 reasonable.

17 15. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement
18 Class as to all the claims released by the Stipulation, and shall constitute res judicata and collateral
19 estoppel with respect to any and all such released claims, except to those who opted out of the
20 settlement. There are 0 opt outs. Further, entry of this Final Judgment shall constitute a full
21 and complete bar against PAGA Members for the PAGA Released Claims for the PAGA Period
22 per the settlement agreement.

23 16. The Court further confirms and finds that nothing contained in the Settlement Agreement,
24 the Preliminary Approval Order, this Judgment, or any other Order entered in this action shall
25 constitute an admission of liability by Defendant as to the merits, validity, or accuracy of any of
26 the allegations or claims made against Defendant in the Action or the appropriateness of class or
27 conditional certification. This paragraph shall not, however, diminish or otherwise affect the
28 obligation, responsibilities, or duties of Defendant under the Stipulation and the Final Order and

1 this Judgment.

2 17. By operation of the entry of Judgment, as of the Effective Date, the parties and Settlement
3 Class Members are ordered to perform their respective duties and obligations under the
4 Settlement.

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6 IT IS SO ORDERED.

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8 Dated: September 20, 2023

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A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court