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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSCAR LEON, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

VALET PARKING PROS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV21953

*[Assigned for all purposes to the Hon.
Elaine Lu, Dept. SSC-9]*

**DECLARATION OF NEIL M.
LARSEN IN SUPPORT OF
PLAINTIFF'S RENEWED MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 22, 2026
Time: 10:00 a.m.
Dept.: SSC-9

Complaint Filed: July 7, 2022
Trial Date: None set

1 I, NEIL M. LARSEN, declare as follows:

2 1. I am a Senior Counsel with Abramson Labor Group, co-counsel for named
3 Plaintiff Oscar Leon (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to
5 practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify competently to them if called upon to do so.

7 2. I am a 2010 graduate of Santa Clara University School of Law. I was admitted to
8 the California State Bar in June 2011 after passing the bar examination on my first attempt. From
9 January 2012 to January 2022, I worked as an associate attorney at several prominent employment
10 law firms in Los Angeles County. The vast majority of my work at these firms focused on
11 representing employees in wage and hour and wrongful termination actions, including wage and
12 hour class actions. Although non-exhaustive, the types of work I performed at those firms include:
13 conducting client intakes; performing pre-filing research and analysis; drafting complaints;
14 attending court hearings; corresponding with opposing counsel; drafting and responding to
15 written discovery; preparing for and taking and defending depositions; analyzing payroll and
16 timekeeping records and employee handbooks; drafting and opposing a variety of motions
17 including motions for summary judgment, motions for remand, demurrers and motions to dismiss,
18 motions to compel, motions to quash, and motions for class certification; drafting mediation briefs
19 and attending mediations; drafting long-form settlement agreements; drafting motions for
20 preliminary and final settlement approval; and overseeing the claims and/or opt-out processes.

21 3. Since September 2023, I have worked as Senior Counsel at my current firm,
22 Abramson Labor Group. I am currently staffed on approximately seventy-five (75) active wage
23 and hour class actions in both state and federal court in which I play a significant role. The type
24 of work I perform in my current position include, but are not limited: drafting class and
25 representative action complaints, corresponding with clients and opposing counsel, drafting
26 written discovery requests, drafting letters to the Labor & Workforce Development Agency,
27 drafting mediation briefs and settlement agreements, analyzing payroll and timekeeping records
28 and employee handbooks, conducting legal research, and drafting motions and other pleadings.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Espinoza v. Vander-Bend Manufacturing, LLC*, California Superior Court, Santa Clara County, Case No. 1-15-CV-283929 (granted final approval of settlement on behalf of non-exempt employees in California); *Galeano v. American ETC., Inc. dba Royal Laundry*, California Superior Court, San Mateo County, Case No. CIV534888 (granted final approval of settlement on behalf of non-exempt employees in California); *Granciano v. Southwind Foods, LLC, et al.*, California Superior Court, Los Angeles County, Case No. BC538900 (granted final approval of settlement on behalf of non-exempt employees in California); *Moppin v. Fastaff, LLC*, California Superior Court, Stanislaus County, Case No. 2020283 (granted final approval of settlement on behalf of non-exempt employees in California); *Reyes v. Pentagon Technologies Group, Inc.*, California Superior Court, Alameda County, Case No. HG15767111 (granted final approval of settlement on behalf of non-exempt employees in California); *Salgado v. Safran USA, Inc.*, California Superior Court, Orange County, Case No. 30-2018-00969981-CU-OE-CXC; *Torres v. J J Motorcars, Inc., et al.*, California Superior Court, Los Angeles County, Case No. BC655446 (granted final approval of settlement on behalf of non-exempt employees in California); *Mustapha v. Palm Springs Motors, Inc.*, California Superior Court, Riverside County, Case No. RIC2003035 (granted final approval of settlement on behalf of non-exempt employees in California); *Ceballos v. Flair Cleaners, Inc.*, California Superior Court, Los Angeles County, Case No. 20STCV28196 (granted final approval of settlement on behalf of non-exempt employees in California); *Hernandez v. Spectra Company*, California Superior Court, Los Angeles County, Case No. 20STCV39910 (granted final approval of settlement on behalf of non-exempt employees in California); *Bojorquez v. JIPC Ventures, Inc.*, Case No. 37-2020-00029943-CU-OE-CTL, California Superior Court, San Diego County, (granted final approval of settlement on behalf of non-exempt employees in California); *Agapito v. La Verne Nursery, Inc.*, Case No. 56-2019-00527470-CU-OE-CTL, California Superior Court, Ventura County (granted final approval of settlement on behalf of non-exempt employees in California); *Whiteley v. Seco Manufacturing Company*, Case No. 192670, California Superior

1 Court, Shasta County (granted final approval of settlement on behalf of non-exempt employees
2 in California); *Carrillo v. Bikehub*, Case No. 20STCV28879, California Superior Court, Los
3 Angeles County (granted final approval of settlement on behalf of non-exempt employees in
4 California); *Macabulit v. DMC Power, Inc.*, Case No. 20STCV32034, California Superior Court,
5 Los Angeles County (granted final approval of settlement on behalf of non-exempt employees in
6 California) *Perez v. Edpo, LLC dba Energy Distribution Partners*, Case No. CU-22-00156,
7 California Superior Court, San Benito County (granted final approval of settlement on behalf of
8 non-exempt employees in California); *Reyes v. B.W. Hotel, LLC*, Case No. 22STCV34570,
9 California Superior Court, Los Angeles County (granted final approval of settlement on behalf of
10 non-exempt employees in California); *Green v. Union Rescue Mission*, Case No. 22STCV30872,
11 California Superior Court, Los Angeles County (granted final approval of settlement on behalf of
12 non-exempt employees in California); *Walters v. UFP Thronton, LLC*, Case No. STK-CV-UOE-
13 2022-0012249, California Superior Court, San Joaquin County (granted final approval of
14 settlement on behalf of non-exempt employees in California); *Rivera v. Copenhagen Sausage*
15 *Garden, LLC*, Case No. 22CV04059, California Superior Court, Santa Barbara County (granted
16 final approval of settlement on behalf of non-exempt employees in California); *Jimenez v. Delta*
17 *View Farms, LLC*, Case No. VCU293548, California Superior Court, Tulare County (granted
18 final approval of settlement on behalf of non-exempt employees in California); *Arce v. Bezsam,*
19 *Inc.*, Case No. 37-2023-00018583-CU-OE-CTL, California Superior Court, San Diego County
20 (granted final approval of settlement on behalf of non-exempt employees in California); *Martinez*
21 *v. TRC Investments, LLC dba ServPro*, Case No. 23STCV03176, California Superior Court, Los
22 Angeles County (granted final approval of settlement on behalf of non-exempt employees in
23 California).

24 5. I have also moved to certify and have received an order certifying a class action in
25 *Juarez v. Dignity Health*, California Superior Court, Los Angeles County, Case No. BC550950
26 (certifying a class of non-exempt employees involving s donning and doffing claim and other
27 wage and hour claims) and in *Ibarra v. Artisan Screen Printing, Inc.*, California Superior Court,
28 Los Angeles County, Case No. BC644708 (certifying a class of non-exempt employees involving

meal period claims, rest period claims, rounding claims, and other wage and hour claims).

6. As counsel for Plaintiff and the Settlement Class, I have been thoroughly involved in every aspect of this case. Based on my extensive experience litigating similar wage and hour class actions, I believe the proposed Second Amended Stipulation of Settlement (“Settlement”) is fair, reasonable, and adequate for the Settlement Class. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. Attached as **Exhibits A and B** to the Settlement are the Notice Packet, comprised of the amended Class Notice and Notice of Estimated Settlement Award, respectively.

7. Valet Parking Pros, LLC (“VPP”) provides valet parking services, mainly servicing private events in the Los Angeles area. Plaintiff is a former non-exempt parking attendant who worked for VPP in California during the Class Period.

8. On July 7, 2022, Plaintiff, through counsel, filed this Action, alleging claims for failure to pay overtime and minimum wages, meal and rest period violations, waiting time penalties, wage statement penalties, failure to reimburse expenses, and unfair competition. On July 7, 2022, Plaintiff, through counsel, provided written notice to the Labor & Workforce Development Agency (LWDA), and to VPP, of his intent to pursue PAGA civil penalties for alleged violations of the California Labor Code, as required by Labor Code § 2699.3. A true and correct copy of Plaintiff’s PAGA notice letter is attached hereto as **Exhibit 2**. A true and correct copy of the confirmation e-mail received from the LWDA is attached hereto as **Exhibit 3**.

9. On September 12, 2022, Plaintiff, through counsel, filed the operative First Amended Complaint (FAC), which added a claim for PAGA civil penalties.

10. Plaintiff alleges that VPP would pay employees only for their scheduled hours, rather than their actual hours worked. Specifically, Plaintiff alleges that employees were frequently underpaid by about 15 minutes per shift, as VPP encouraged employees to arrive 15 minutes early in order to acquaint themselves with the venue and report to their station, but failed to pay employees for that time. VPP contends it consistently pays employees for all hours worked (including any early arrival times), that it includes the additional 15 minutes in employees’ schedules, that employees are not required to work without pay, and that employees are in fact

1 prohibited from working off the clock. VPP further argues this claim would not be certified, as it
2 would require individual inquiries into each unique event and each employee, as to whether the
3 employee worked off the clock, how much time was worked, and whether such work was reported
4 to VPP.

5 11. Plaintiff also alleges that VPP failed to reimburse employees for business
6 expenses. Specifically, Plaintiff's reimbursement claim is predicated primarily on his allegation
7 that he and other non-exempt employees were required to download and use the "Sling" app on
8 their personal cell phones in order to request work events and view their work schedules, and that
9 they were required to use their personal cell phones to communicate with management and/or
10 other employees. VPP argues that employees were not required to download Sling, and that there
11 were other, more traditional ways to obtain their schedules, including in person from
12 management. VPP asserts that it provides the optional use of Sling as a perk for employees
13 because employees prefer the ease of using an app. As for other cell phone use, VPP argues that
14 any such use was sporadic and not an ordinary part of working for VPP. VPP further argues that
15 this claim would not be certified, as it would require dozens of individualized inquiries as to
16 whether employees incurred business-related expenses, whether they were reimbursed, whether
17 VPP knew (or reasonably should have known) about the expense, and whether the expense was
18 "necessary" under the circumstances.

19 12. Plaintiff next alleges that he and other employees were often unable to take off-
20 duty meal periods, as they were required to remain on-duty at all times during their shifts. VPP
21 argues that only about half of all shifts were over 5.0 hours and therefore even eligible for meal
22 periods, and that in any event, VPP has maintained legally compliant meal period policies and
23 practices throughout the Class Period, and that under Brinker it is only required to "provide" the
24 opportunity to take meal periods, not "ensure" they are taken. VPP further argues that most events
25 were staffed by more than one valet, and therefore, each valet could take an off-duty meal period
26 while the other valet(s) covered for them. Any failure to take a timely, 30-minute meal period
27 was the result of employee choice, VPP contends, rather than any policy or practice of VPP. VPP
28 further argues that individualized inquiries would be required to determine whether individual

employees – working on many different shifts in various locations and under varying circumstances – received a non-compliant meal period on each individual shift, and why any meal period was late, short, or missed, thus precluding certification of this claim.

13. Plaintiff also alleges that VPP failed to authorize and permit net 10-minute rest periods since, as with meal periods, Plaintiff alleges that he and other nonexempt employees were required to remain on-duty during the duration of their shifts. VPP asserts that it has always maintained lawful rest period policies and practices, that it has always authorized and permitted all required rest periods to non-exempt employees, that it informs employees of their right to rest periods, and that any failure to take a rest period is the result of employee choice rather than any practice of VPP. As with meal periods, VPP argues that most events were staffed by more than one valet, and therefore individual valets could take a rest break while other valet(s) covered for them. VPP further argues that, as with meal periods, this claim is not amenable to class treatment because individualized inquiries would be required to determine whether individual employees in different locations, on different shifts, and under various circumstances, were in fact authorized and permitted to take rest periods on any given shift, thus precluding class certification. These manageability concerns are particularly present with respect to rest periods, VPP contends, since rest periods are not recorded.

14. As a result of VPP's alleged failure to pay all wages, as well as its failure to provide all meal and rest periods, Plaintiff asserts that VPP failed to comply with its final payment and wage statement obligations, in violation of Cal. Labor Code §§ 203 and 226, respectively. Plaintiff also seeks civil penalties under the PAGA based on the aforementioned claims.

15. VPP argues Plaintiff's derivative claims fail for the same reasons his underlying claims fail. VPP further asserts it has strong, good-faith defenses to the underlying claims, precluding waiting time penalties. VPP further contends that employee wage statements always accurately reflect amounts paid to employees, and thus wage statement penalties would not be available. Finally, VPP contends Plaintiff's PAGA claim fails because the underlying claims fail. VPP further maintains that given its good-faith defenses, the Court would substantially reduce PAGA civil penalties even if it were to find in Plaintiff's favor on his underlying claims.

1 16. The Parties engaged in extensive formal discovery. Both Parties propounded and
2 responded to written discovery, including interrogatories, requests for production, and requests
3 for admission. The Parties met and conferred over their discovery responses, resulting in VPP's
4 production of supplemental responses. Among other things, VPP produced a class list with
5 employees' hire dates, termination dates, and number of events worked; payroll records for
6 putative class members; Sling scheduling records; and its relevant policies. This discovery
7 allowed the Parties to assess the merits and value of Plaintiff's claims and VPP's defenses, as
8 well as the chances for class certification.

9 17. The Parties attended a full-day mediation with Phillip Cha, Esq., a well-respected
10 wage and hour class action mediator, on June 2, 2023. The Parties vigorously debated Plaintiff's
11 claims and VPP's defenses, and the chances of certification. At the end of the mediation, the
12 Parties agreed to accept a mediator's proposal, and shortly thereafter executed a short-form MOU.
13 Over the following months, the Parties negotiated the finer terms of the settlement, ultimately
14 resulting in the Settlement.

15 18. On February 26, 2024, Plaintiff submit the proposed settlement in connection with
16 his Motion for Preliminary Approval of Class Action Settlement. In response to the Court's
17 Checklist for Preliminary Approval, the Parties amended the Stipulation of Settlement and
18 submitted supplemental briefing on September 16, 2024. Following requests for further briefing
19 from the Court, the Parties submitted further briefing in support of preliminary approval in
20 October 2024. On November 4, 2024, the Court issued its First Amended Final Ruling Re: Motion
21 for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), finding
22 that the proposed Maximum Settlement Amount Settlement Amount of \$180,000.00 was within
23 a range of reasonableness of a settlement that ultimately could be granted approval by the Court
24 at a Final Approval Hearing, provisionally certifying the Settlement Class, and setting a deadline
25 for Plaintiff to file his Final Approval Motion for August 6, 2025.

26 19. Following the entry of the Preliminary Approval Order, and before the Notice
27 Packets were mailed to Settlement Class members, the Settlement Administrator determined that
28 the "Escalator Clause" provision of the Settlement Agreement was triggered. Specifically, section

3(G) of the Settlement Agreement provides the following: “As of June 21, 2023, Defendant represents that there were an estimated 3,047 total events worked by Class Members in California (“Work Events”) during the Class Period. If the number of Work Events during the Class Period exceeds this figure by more than 10% (i.e., if there are 3,352 or more Work Events), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if the number of Work Events during the Class Period is actually 12% higher than 3,047, Defendant shall increase the Maximum Settlement Amount by 12%).”

20. Prior to mailing the Notice Packets, the Settlement Administrator determined that there was a total of 4,549 Work Events during the Class Period, which would trigger the Escalator Clause provision in section 3(G), resulting in a proportional increase of the Maximum Settlement Amount by 49.29% from \$180,000.00 to \$268,729.90.

21. Since learning that the Escalator Clause would be triggered, the Parties have undertaken extensive discussions regarding this increase in the Maximum Settlement Amount, and VPP has represented that an increase in the Maximum Settlement Amount above \$180,000.00 would likely bankrupt the company and force VPP to cease operations. *See also* Declaration of Jonathan Velarde. In support of VPP’s contention regarding its financial condition, VPP produced detailed financial records to Plaintiff’s counsel, including balance sheets, profit and loss statements, and tax returns from 2021 through 2024.

22. Following extensive meet and confer efforts, and a review of the financial records produced by VPP, Plaintiff agreed to further amend the Settlement Agreement to cut off the Class Period on November 15, 2023, the date on which the escalator clause was triggered, and to keep the Maximum Settlement Amount at \$180,000.00. *See also*, Declaration of Jonathan Velarde. The Parties have executed a Second Amended Stipulation of Settlement to reflect the revised Class Period ending on November 15, 2023, and now submit this Second Amended Stipulation of Settlement for this Court’s review and approval. *See Exhibit 1*.

23. The monetary terms of the Settlement are summarized below:

Maximum Settlement Amount (“MSA”):	\$180,000.00
Minus Court-approved attorneys’ fees (one-third):	\$60,000.00
Minus Court-approved costs (up to):	\$15,000.00

Minus Court-approved Incentive Award:	\$5,000.00
Minus Amount Set Aside as PAGA penalties:	\$15,000.00
Minus estimated settlement administration costs:	\$7,000.00
Net Settlement Amount (“NSA”):	\$78,000.00
PLUS 25% of PAGA penalties (“PAGA Amount”):	\$3,750.00
Total Amount Paid to Settlement Class:	\$81,750.00

24. The Settlement provides for Defendants to pay a Gross Settlement Amount (“GSA”) of \$180,000.00. After deducting amounts for attorney fees, litigation costs, Plaintiff’s enhancement payment, PAGA penalties to the LWDA, and administration costs, the Settlement provides for distribution of approximately \$81,750.00 to be paid to the Settlement Class. Based on information provided by VPP in discovery, there are approximately 44 Settlement Class members. Thus, the average payment to Settlement Class members is estimated to be \$1,857.95. The settlement is non-reversionary, and it does not require Settlement Class members to submit a claim to receive financial benefit from the Settlement.

25. While Plaintiff is confident in the merits of his claims, Plaintiff acknowledges there were substantial risks and uncertainty in proceeding with class certification and eventual trial on the merits. As described above, VPP presented multiple defenses to Plaintiff’s claims, both on the merits and to class certification, rendering success far from certain.

26. With respect to Plaintiff’s unpaid wage claim, the data provided by VPP revealed that putative class members worked approximately 3,047 events during the Class Period. In addition, the average minimum wage during the Class Period (i.e., January 2021 through the present) was approximately \$15 per hour. Assuming 15 minutes of unpaid minimum wages for each shift, as well as liquidated damages under Labor Code § 1194.2, Plaintiff calculated potential damages as: $0.25 \text{ hrs} * 3,047 \text{ events} * \$15/\text{hr} * 2$ (liquidated damages) = \$22,853.

27. As for the meal period claim, Plaintiff’s analysis and extrapolation of VPP’s records revealed approximately 1,523 events worked during the Class Period of over 5.0 hours and therefore eligible for a meal period. In addition, Plaintiff’s analysis of the payroll and other records revealed that Settlement Class members’ average rate of pay was approximately \$17.50. Thus, Plaintiff calculated VPP’s potential meal period exposure as: $1,523 * \$17.50 = \$26,653$.

28. With respect to his rest period claim, Plaintiff assumed a potential rest period

1 violation for each event, as each event was at least 3.5 hours and therefore eligible for a rest
2 period. The data provided by VPP reflected that Settlement Class members worked
3 approximately 3,047 total events during the Class Period. Thus, Plaintiff calculated VPP's
4 potential rest period exposure as: $3,047 * \$17.50 = \$53,323$.

5 29. As for Plaintiff's reimbursement claim, Plaintiff estimated approximately \$25 per
6 month in unreimbursed expenses for employees' use of their personal cell phones for work
7 purposes. Plaintiff's analysis of the records produced by VPP revealed approximately 465
8 months worked by Settlement Class members during the Class Period. Thus, Plaintiff estimated
9 VPP's potential exposure on the reimbursement claim as: $\$25 * 465 = \$11,625$.

10 30. Although VPP presented multiple defenses to the above claims (as described
11 above), both as to class certification and the merits, for purposes of his damages analyses Plaintiff
12 did not apply discounts to those claims given the relatively low exposure. With respect to
13 Plaintiff's derivative claims, however, Plaintiff submits that applying discounts is appropriate,
14 given the relatively higher potential exposure; the additional requirements for obtaining penalties,
15 including, for example, the requirement to prove a "knowing and intentional violation" for wage
16 statement penalties and an "intentional" failure to pay wages for waiting time penalties; and the
17 Court's discretion to reduce PAGA civil penalties.

18 31. With respect to wage statement penalties pursuant to Labor Code § 226, based on
19 our review of the payroll and other records produced by VPP, Plaintiff calculated approximately
20 900 pay periods worked by Settlement Class members within the applicable one-year liability
21 period. In calculating VPP's exposure, Plaintiff assumed that he could recover the "initial" \$50
22 penalty under Labor Code § 226(e) for each violation, for a total of \$45,000 in potential exposure.
23 *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207 (2008) (finding "initial" violation
24 rate applies until employer has been notified it violated Labor Code); *Patel v. Nike Retail Svcs.,*
25 *Inc.*, 58 F.Supp.3d 1032, 1042-43 (N.D. Cal. 2014) (citing *Amaral* and applying "initial" \$50
26 penalty to all pay periods in calculating amount-in-controversy for wage statement claim).
27 However, and as explained above, VPP presented multiple defenses to this claim, including that
28 wage statements always accurately reported what employees were *paid*, which VPP contends is

the purpose of Section 226, as well as VPP's defenses to Plaintiff's underlying claims. In light of these defenses, Plaintiff discounted the claim by 30% for risk of non-certification, and an additional 40% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of \$18,900 on the wage statement claim.

32. Plaintiff further alleges that VPP is liable for waiting time penalties based on its failure to pay wages to former employees. Based on the data provided by VPP, there were approximately 28 employees who separated their employment with VPP since three years prior to the filing of the Action. Plaintiff further estimated an average waiting time penalty of \$4,200 (i.e., $\$17.50 * 8 * 30$). Thus, Plaintiff calculated VPP's maximum exposure on the waiting time claim to be: $\$4,200 * 28 = \$117,600$. VPP, however, asserts it has strong, good-faith defenses to Plaintiff's underlying claims, and that any failure to pay wages was therefore not "willful" as a matter of law. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome VPP's defenses, both as to class certification and on the merits, to his underlying claims. Based on these defenses, Plaintiff discounted VPP's maximum exposure by 30% for risk of non-certification and by an additional 50% for risk of being unsuccessful on the merits or failing to recover the full amount sought, to arrive at an estimated total of \$41,160.

33. Plaintiff also alleges that Defendants are liable for PAGA civil penalties as a result of the above violations. Plaintiff estimated a maximum PAGA exposure of \$90,000, based on the \$100 "initial" violation rate under Lab. Code § 2699(f) for each of the 900 pay periods worked during the applicable one-year statutory period. However, these penalties derive from Plaintiff's underlying claims, each of which VPP vigorously dispute (as described above). VPP further argues that the PAGA grants trial courts discretion to reduce PAGA civil penalties (Lab. Code § 2699(e)(2)), and that the Court would reduce penalties significantly given VPP's defenses and its good-faith efforts to comply with the law. Thus, Plaintiff discounted the maximum figure by 40% for risk of losing on the merits, and by an additional 50% for risk of the Court reducing penalties, to arrive at an estimated exposure of \$27,000.

34. Using these estimated figures, Plaintiff estimated the realistic total potential value

of his claims would be approximately \$201,514.00. The proposed settlement of \$180,000.00 therefore represents over 89% of Plaintiff's reasonably forecasted recovery.

35. At final approval, Plaintiff's counsel will request attorneys' fees of one-third of the MSA (currently estimated at \$60,000.00), and up to \$15,000 in litigation costs. My office and my co-counsel have incurred substantial attorneys' fees in, among other things, conducting pre-filing investigation and legal research; analyzing payroll and other data to create a comprehensive damages model; preparing for and attending the mediation session; negotiating and preparing the Settlement; preparing this Motion; and otherwise prosecuting this case. I anticipate that my office and my co-counsel will incur significant future attorneys' fees in overseeing the Notice process, fielding phone calls from Settlement Class members, preparing the Final Approval Motion and supporting documents, and appearing at the Final Approval Hearing. In addition, based on my experience in similar wage and hour class and PAGA actions in California state courts, fee awards in matters such as this one generally equal about one-third of the gross recovery.

36. My office and my co-counsel, Haines Law Group, APC, have executed a fee-sharing agreement whereby our two firms will split any attorneys' fees recovered 50/50. Attached hereto as **Exhibit 4** is a true and correct copy of the executed client consent to the fee-split arrangement.

37. Plaintiff will also request an incentive payment of \$5,000 at final approval. As will be fully briefed at final approval, Plaintiff's requested incentive payment is in recognition of the time and effort he expended on behalf of the Settlement Class, including providing factual information and documents to my office, identifying potential witnesses, attending multiple telephonic meetings with my office to discuss the claims and theories at issue in the litigation, and otherwise actively participating in the prosecution of this case.

38. Although the parties engaged in significant formal discovery, they had not completed discovery (including deposition discovery), which would have required expenditure of substantial time and resources. Plaintiff also still had to file for class certification. Even if Plaintiff obtained certification, the parties would incur considerable attorneys' fees and costs through a possible decertification motion, motions for summary judgment, trial, and potential appeals. The

1 proposed settlement avoids these risks, expense, and delays, and is therefore a favorable outcome
2 for the Settlement Class.

3 39. On September 3, 2025, my office submitted the Settlement Agreement, as well as
4 a copy of the Motion for Preliminary Approval, to the LWDA. Attached hereto as **Exhibit 5** is a
5 true and correct copy of the email I received from the LWDA confirming that the LWDA received
6 the Settlement Agreement and the Motion for Preliminary Approval.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed on September 3, 2025, at Burbank, California.

9 *Neil Larsen*

10 _____
Neil M. Larsen
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EXHIBIT 1

SECOND AMENDED STIPULATION OF SETTLEMENT

This Second Amended Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Oscar Leon (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Valet Parking Pros LLC (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC and Neil M. Larsen of Abramson Labor Group (“Class Counsel”). Defendant is represented by Chandra A. Beaton of LightGabler LLP.

On July 7, 2022, Plaintiff filed a Class Action Complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Oscar Leon v. Valet Parking Pros LLC*, Case No. 22STCV21953 alleging the following causes of action: (1) failure to pay all overtime wages; (2) minimum wage violations; (3) rest period violations; (4) meal period violations; (5) failure to reimburse all necessary business expenditures; (6) wage statement penalties; (7) waiting time penalties; and (8) unfair competition. On September 12, 2022, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”). The Complaint and the FAC are referred to hereinafter as the “Action”.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle the Action on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Valet Parking Pros LLC in California from January 1, 2021, through November 15, 2023 (“Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved, does not become Final as defined below, or is terminated or materially modified without agreement of the parties, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “PAGA Aggrieved Employees” shall be defined as:

All current and former non-exempt employees who worked for Defendant Valet Parking Pros LLC in California from July 7, 2021, through November 15, 2023 (“PAGA Period”).

2. **Release by Settlement Class members.** Upon the Effective Date (as defined below) and the complete funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class members who have not opted out will release and discharge Defendant and each of its parent

companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns (collectively, the “Released Parties”), as follows:

- A. **Release by Settlement Class members.** Settlement Class members who do not opt out will release the Released Parties from liability for all claims, rights, demands, liabilities, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action, arising from Settlement Class members’ employment with Defendant during the Class Period, including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (d) failure to provide all meal periods, or premium pay for non-compliant meal periods; (e) failure to reimburse all necessary business expenditures; (f) failure to furnish accurate and compliant itemized wage statements; (g) failure to timely pay all wages due or final wages due; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the Action (“Class Member Released Claims”).
 - B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time during the PAGA Period, are “Aggrieved Employees” and shall release the Released Parties from liability for all claims for civil penalties under California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 et seq.) arising from their employment with Defendant during the PAGA Period that were alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action and in Plaintiff’s July 7, 2022 Notification Letter to the Labor and Workforce Development Agency (“LWDA”), including but not limited to claims for civil penalties for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 1-2001 and 4-2001, and all related claims for attorneys’ fees and costs (“the PAGA Released Claims”).
3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
 - B. The term “Effective Date” means the date upon which: (i) the Settlement Agreement has received Final Approval by the Court and there were no timely objections or intervener requests filed, or that any timely objections and/or interveners have been withdrawn; or, (ii) in the event that one or more timely objections or interventions has/have been filed and not withdrawn, then upon the

passage of the applicable date for an objector or intervenor to seek appellate review of the Court's order of Final Approval, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court's order of Final Approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

- C. Defendant shall fund the Maximum Settlement Amount by transmitting the funds into a Qualified Settlement Fund ("QSF"), to be established by the Settlement Administrator as follows: \$65,000.00 will be deposited within 30 days of Plaintiff's execution of the long-form settlement agreement; another \$65,000.00 will be deposited 30 days thereafter; and the remaining \$50,000.00 will be deposited no later than 30 days after the Effective Date. Defendant shall pay the employer's share of payroll taxes separately from, and in addition to, the Maximum Settlement Amount. The employer's share of payroll taxes shall be paid by Defendant as coordinated with the Settlement Administrator after receipt of the calculation by the Settlement Administrator of the employer's portion of the payroll taxes, but not later than the date the Individual Settlement Payments are mailed by the Settlement Administrator. Under no circumstances will Defendant's payment under this Agreement be more than the Maximum Settlement Amount (subject to the Escalator Clause below) and the employer's portion of any payroll taxes on the amount designated as wages.
- D. If the Settlement does not receive final approval and the Effective Date does not occur, any settlement funds paid to date shall be returned to Defendant along with any interest that accrued.
- E. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Seven Thousand Dollars and Zero Cents (\$7,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Class Representative Enhancement Award in recognition of his contributions to the Action and his service to the Settlement Class. If Plaintiff's request for his enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Settlement Class members;
 - (4) Up to one-third of the Maximum Settlement Amount (currently estimated to be \$60,000.00) in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by

declaration, which are currently estimated to be no greater than Fifteen Thousand Dollars and Zero Cents (\$15,000.00). If Class Counsel's request for attorneys' fees and/or reimbursement of litigation costs is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Settlement Class members; and

- (5) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00), will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00), will be payable to the Settlement Class as the "PAGA Amount."

- F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include Employer Payroll Taxes, which shall be paid by Defendant separately, and in addition to, the Gross Settlement Amount.
- G. **Escalator Clause.** Defendant represents that there were an estimated 3,047 total events worked by Class Members in California ("Work Events") during the Class Period. If the number of Work Events during the Class Period exceeds this figure by more than 10% (i.e., if there are 3,352 or more Work Events), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if the number of Work Events during the Class Period is actually 12% higher than 3,047, Defendant shall increase the Maximum Settlement Amount by 12%).

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative enhancement award, payment to the Labor and Workforce Development Agency, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount" or "NSA". Individual Settlement Payments will be the total of each Settlement Class member's: (i) payment from NSA; and (ii) payment, if any, from the PAGA Amount, as described below.
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:
 - i. Payments to all participating Settlement Class members: The Settlement Administrator will calculate payments from the NSA based on each

participating Settlement Class member's proportionate Work Events worked during the Class Period. Specifically, each participating Settlement Class member's payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Work Events worked during the Class Period, and the denominator of which is the total Work Events worked by all participating Settlement Class members during the Class Period.

- ii. Payments from the PAGA Amount: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class portion of the settlement) shall receive a portion of the Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) of the Maximum Settlement Amount that has been designated as the "PAGA Amount" proportionate to the number of Work Events that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of Work Events worked during the PAGA Period, and the denominator of which is the total number of Work Events worked by all Settlement Class members during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).

- C. **Calculation and Payment of Individual Settlement Payments.** Within five (5) business days of: (i) the Effective Date occurring and (ii) Defendant's deposit of the Maximum Settlement Amount, the Settlement Administrator will calculate Individual Settlement Payment amounts for all Settlement Class members and provide the same to counsel for review and approval. Within five (5) business days after approval by counsel of the Individual Settlement Payment calculations, the Settlement Administrator will prepare and mail Settlement Payments, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel's attorneys' fees and costs, Plaintiff's Class Representative Enhancement Award, PAGA payment to the LWDA, and the Settlement administration costs to itself, at the same time it mails Settlement Awards to Settlement Class members.
- D. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Payment shall be allocated as follows: any payment from the NSA will be designated as one-third (1/3) wages, one-third (1/3) penalties, and one-third (1/3) interest. Any payment from the PAGA Amount shall be classified as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the

wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Each Settlement Class member is responsible for the proper tax treatment of his/her Settlement Payment, and neither Plaintiff, Defendant, nor their respective counsel are providing tax advice with respect to the tax treatment of Settlement Awards.

- E. Each member of the Settlement Class who receives a Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to Legal Aid at Work, as a *cy pres* beneficiary pursuant to Cal. Code Civ. Proc. § 384.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Maximum Settlement Amount, which is currently estimated to be Sixty Thousand Dollars and Zero Cents (\$60,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for a Class Representative Enhancement Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking permission to pay up to Seven Thousand Dollars and Zero Cents (\$7,000.00) for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending Notice Packets to Settlement Class members, calculating Individual Settlement Payments, preparing all checks and mailings, calculating Defendant's share of payroll taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after Individual Settlement Payments have been mailed to all participating

Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Neil M. Larsen of Abramson Labor Group and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;
- C. Appointing Oscar Leon as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlement Payment, and which is attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, Social Security numbers, and Work Events worked information for each Settlement Class member employed during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in a readable Microsoft Office Excel spreadsheet.
- B. Within ten (10) business days from receipt of the information provided for in Paragraph 9(A), the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the settlement must complete and mail a Request for Exclusion

(defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the class portion of the settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount) and will not be bound by the terms of the Settlement (except for the PAGA Release, if applicable) or have any right to object, appeal or comment thereon.
- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

D. Objections. Settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection to the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel via e-mail, who will file all such objections with the Court) no later than the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days from the date of service to the objections by the Settlement Administrator to file a response to the objections. All objections should contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection, include all objections and the factual and legal bases for same, include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence, **and be postmarked no later than the Response Deadline.** Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.

- E. Notice of Estimated Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator, and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Payment shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative enhancement award, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the Settlement Class, or the settlement on their website, and shall not contact any reporters or media regarding the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Chandra Beaton of LightGabler LLP, 760 Paseo Camarillo, Suite 300, Camarillo, CA 93010; cbeaton@lightgablerlaw.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 08 / 01 / 2025

Defendant Valet Parking Pros LLC

Jonathan Velarde

By: _____
Its: President / Co-Owner

DATED: 08/13/2025

Plaintiff Oscar Leon

By:  _____
Oscar Leon (Aug 13, 2025 18:38:33 MDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: August 1, 2025

LIGHTGABLER LLP

By:  _____
Chandra Beaton
Attorneys for Defendant

DATED: August 18, 2025

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

DATED: August 13, 2025

ABRAMSON LABOR GROUP

By:  _____
Neil M. Larsen
Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSCAR LEON, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

VALET PARKING PROS, a California limited
liability company; and DOES 1 through 100,

Defendants.

Case No. 22STCV21953

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All current and former non-exempt employees who worked for Defendant Valet Parking Pros LLC in California from January 1, 2021 through November 15, 2023. These employees will be referred to as the “Settlement Class” or “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Oscar Leon v. Valet Parking Pros LLC*, Los Angeles County Superior Court Case No. 22STCV21953 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Valet Parking Pros LLC’s (“Defendant”) records indicate that you were employed by Defendant as a non-exempt employee in California between January 1, 2021 and November 15, 2023 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

On July 7, 2022, Plaintiff Oscar Leon (“Plaintiff”) filed a class action lawsuit alleging the following causes of action against Defendant: (1) failure to pay all overtime wages; (2) minimum wage violations; (3) rest period violations; (4) meal period violations; (5) failure to reimburse all necessary business expenditures; (6) wage statement penalties; (7) waiting time penalties; and (8) unfair competition. On September 12, 2022, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”). Plaintiff Oscar Leon is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Defendant denies that it has done anything wrong or that it owes Settlement Class members any wages, restitution,

penalties, or other damages. Accordingly, this class-wide Settlement constitutes a compromise of highly disputed claims and should not be construed as an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with Defendant's business operations, the parties have agreed to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and intensive arm's length negotiations between the parties.

The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

Who are the attorneys?

Attorneys for Plaintiff/Settlement Class Members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 ABRAMSON LABOR GROUP Neil M. Larsen neil@abramsonlabor.com 1700 W. Burbank Blvd. Burbank, California 91506 Tel: (213) 723-2522	Attorneys for Defendant: LIGHTGABLER LLP Jonathan Fraser Light jlight@lightgablerlaw.com Chandra A. Beaton cbeaton@lightgablerlaw.com 760 Paseo Camarillo, Suite 300 Camarillo, CA 93010 Tel: (805) 248-7208 Fax: (805) 248-7209
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees employed by Defendant in California from January 1, 2021 through November 15, 2023. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release claims against Defendant as specifically described below.

Defendant has agreed to pay \$180,000.00 (the "Maximum Settlement Amount") to fully resolve all claims in the Lawsuit, including claims by Settlement Class members, attorneys' fees and costs, settlement administration costs, payment to the Labor & Workforce Development Agency ("LWDA") for its share of civil penalties under the PAGA, and Plaintiff's Enhancement Award.

The following deductions from the Maximum Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$7,000.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be \$60,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Plaintiff’s Enhancement Award. Class Counsel will ask the Court to approve an Enhancement Award of \$5,000.00 to Plaintiff Oscar Leon. This payment is to compensate Plaintiff for his services and extra work performed on behalf of the Settlement Class members.

PAGA Payment to State of California. \$11,250.00 will be paid to the LWDA, representing 75% of the \$15,000.00 the parties have agreed to allocate to the settlement of Plaintiff’s claim on behalf of the Settlement Class members under the PAGA. The remaining \$3,750.00 will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Settlement Class members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (defined below). The Net Settlement Amount (“NSA”) is estimated to be approximately \$78,000.00. After adding the \$3,750.00 PAGA Amount, the total to be paid to Settlement Class members is estimated to be \$81,750.00, which will be divided as follows:

- (i) Payments from NSA to All Participating Settlement Class Members: The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member’s proportionate number of events worked in California (“Work Events”) during the Class Period. Specifically, each participating Settlement Class member’s payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member’s number of Work Events worked during the Class Period, and the denominator of which is the total Work Events worked by all participating Settlement Class members during the Class Period.
- (ii) PAGA Amount: As noted above, \$3,750.00 has been designated as the “PAGA Amount” and will be allocated to all Settlement Class members who were employed by Defendant at any time from July 7, 2021 through November 15, 2023 (the “PAGA Period”) (regardless of whether they opt out of the Settlement Class) in proportion to the number of Work Events that each Settlement Class member worked during the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of Work Events worked during the PAGA Period, and the denominator of which is the total number of Work Events worked by all Settlement Class members during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement).

Allocation and Taxes. For tax purposes, an Individual Settlement Payment from the NSA shall be treated as follows: Any payment from the PAGA Amount will be classified as 100% penalties. Payments from the NSA will be treated as one-third wages subject to W-2 reporting and normal payroll withholdings; one third as penalties reportable on a 1099 form; and one third as interest. The Settlement Administrator will be responsible for issuing to Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Payments. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Settlement Class members. Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class members who have not opted out will release and discharge Defendant and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees) predecessors, successors, and assigns (collectively, the “Released Parties”), as follows:

A. Release by Settlement Class members. Settlement Class members who do not opt out will release the Released Parties from liability for all claims, rights demands, liabilities, causes of action, and legal theories alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action, arising from Settlement Class members’ employment with Defendant during the Class Period, including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (d) failure to authorize and permit all meal periods, or premium pay for non-compliant meal periods; (e) failure to reimburse all necessary business expenditures; (f) failure to furnish accurate and compliant itemized wage statements; (g) failure to timely pay all wages due or final wages due; and (h) all claims, causes of action or legal theories of relief pled in the Action (“Class Member Released Claims”).

B. Release of PAGA Claims. In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time during the PAGA Period, are “Aggrieved Employees” and shall release the Released Parties from liability for all claims for civil penalties under California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, et seq.) arising from their employment with Defendant during the PAGA Period that were alleged or which could have been alleged or otherwise raised based on the facts alleged in the Action and in Plaintiff’s July 7, 2022 Notification Letter to the Labor and Workforce Development Agency (“LWDA”), including but not limited to claims for civil penalties for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, and applicable Wage Orders of the Industrial Welfare Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 1-2001 and 4-2001, and all related claims for attorneys’ fees and costs (“the PAGA Released Claims”).

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of Judgment. Defendant does not have the ability to withdraw from the Settlement if the number of valid requests for exclusion from Settlement Class members exceeds some select percentage of the total Settlement Class.

Fee Sharing Agreement. Plaintiff’s counsel, Haines Law Group, APC and Abramson Law Group have executed a fee-sharing agreement, splitting any attorney’s fees recovered 50/50; meaning that Haines Law Group, APC and Abramson Law Group are co-counsel of record in this action representing Plaintiff and are splitting any fees to which they are entitled by 50% with one another.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment based on your proportionate number of Work Events worked during the Class Period, the proportionate number of Work Events worked during the PAGA Period, as stated in the enclosed Notice of Estimated Individual Settlement Payment. You will also be bound by the Settlement, including the release of claims stated herein.

Your estimated Individual Settlement Payment is \$ [REDACTED]. Your estimated Individual Settlement Payment includes \$ [REDACTED] (less tax withholdings) from your share of the Net Settlement Amount and \$ [REDACTED] from your share of the PAGA Amount. These estimates are based upon Defendant's records showing that you worked XXX Work Events during the Class Period and that you worked XXX Work Events during the PAGA Period.

If you are issued a Settlement, Check, you must cash the check(s) within 180 days from the date the Settlement Administrator mails it to you. Any checks that were not cashed within 180 days shall be transferred to Legal Aid at Work, the *cy pres* recipient.

What other options do I have?

Disputing Information in Notice of Estimated Individual Settlement Payment. Your estimated Individual Settlement Payment is based on your number of proportionate Work Events you worked during the Class Period and the proportionate number of Work Events you worked during the PAGA Period. The information contained in Defendant's records regarding each of these factors is listed on the accompanying Notice of Estimated Individual Settlement Payment. If you disagree with what is contained in your Notice of Estimated Individual Settlement Payment, you may submit a dispute, along with any supporting information and documentation, in accordance with the procedures stated in the Notice of Estimated Individual Settlement Payment. Any disputes, along with supporting information and documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments, and the Settlement Administrator's determination shall be binding upon the Settlement Class member and the Parties.

Excluding Yourself from the Settlement. If you **do not** wish to take part in the class action Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your full name, current address and telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *OSCAR LEON V. VALET PARKING PROS LLC*, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no monetary benefits from the class action Settlement. However, all Settlement Class members who worked for Defendant during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection should include your full name, current address, the name and address of any attorney representing you, the case name and number, each specific objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections should be submitted by mail to the Settlement Administrator and must be postmarked on or before <<RESPONSE DEADLINE>>.

Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-9 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. You need not file a written objection in order to appear at the Final Approval Hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Oscar Leon v. Valet Parking Pros LLC*, Los Angeles County Superior Court Case No. 22STCV21953.

Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the <<RESPONSE DEADLINE>> shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet.

Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, <<RESPONSE DEADLINE>>, has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant’s Counsel to provide notice of the proposed settlement.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-9 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court will also be asked to rule on Class Counsel’s request for attorneys’ fees and costs, settlement administration costs, and Plaintiff’s Enhancement Award. The Final Approval Hearing may be postponed without further notice to the Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.phoenixclassaction.com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT.

Reminder as to time limits

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

OSCAR LEON V. VALET PARKING PROS LLC
Los Angeles County Superior Court Case No. 22STCV21953

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Individual Settlement Payment:

According to Valet Parking Pros LLC's ("Defendant") records:

(a) you worked [REDACTED] events between January 1, 2021 through November 15, 2023 in California for Defendant; and

(b) you worked [REDACTED] events between July 7, 2021 through November 15, 2023 in California for Defendant.

Based on the above, your Individual Settlement Payment is estimated at \$ [REDACTED].

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting documentation with this Form:

If you dispute the above information garnered from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally by the Parties,

the dispute will be resolved by the Settlement Administrator as described in the accompanying “Notice of Pendency of Class Action and Proposed Settlement.”

Executed on _____, 2025

(Signature)

<<Name>>

(Printed Name)

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

July 7, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Oscar Leon vs. Valet Parking Pros LLC*

To Whom It May Concern:

Please be advised that this law firm represents Oscar Leon (“Mr. Leon”) in claims arising from his employment with Valet Parking Pros LLC; and Does 1 through 100 (collectively, “VPP”). Mr. Leon is an “aggrieved employee” as defined by Labor Code § 2698 *et seq.*, due to VPP’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of VPP’s non-exempt employees who worked for VPP in California at any time from 1 year prior to the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

VPP employed Mr. Leon as a non-exempt valet parking attendant from approximately October to December 2021. During Mr. Leon’s tenure with VPP, Mr. Leon and other aggrieved employees were required to download an app called “Sling” on their personal cell phones, and to check the Sling app for available events to work. If Mr. Leon wished to work a particular event, he would indicate that on the Sling app, and VPP would approve or deny his request to work the event. In addition to requiring employees to download and use the Sling app, VPP would also require Mr. Leon and/or other employees at each event to take pictures of customers’ keys from each event and send those pictures to management. VPP’s managers, including Jonathan Velarde and William “Clay” Velarde, would also contact Mr. Leon and/or other employees on their personal cell phones during work hours, to check in on the events at which they were working. Despite requiring Mr. Leon and other employees to use their personal cell phones for work-related purposes, VPP failed to reimburse them for any portion of their personal cell phone bills. In addition, on several occasions Mr. Leon was required to “shuttle” customers to events, which could be as far as a half-mile or farther from the parking area, using his personal vehicle. VPP also failed to reimburse Mr. Leon for the use of his personal vehicle for work purposes. VPP also deducted approximately \$60 from Mr. Leon’s pay for the cost of uniforms provided by VPP, but failed to reimburse this amount to Mr. Leon after Mr. Leon

returned the uniforms after his termination. As a result of the foregoing, Mr. Leon and other aggrieved employees are entitled reimbursement pursuant to Labor Code § 2802.

VPP also failed to record employees' actual hours worked. Specifically, VPP did not provide Mr. Leon any mechanism to record his actual hours worked (such as a time card or clock-in device), nor did VPP record Mr. Leon's actual hours worked. Instead, on information and belief, VPP would generally pay aggrieved employees only for the hours scheduled on the Sling app, even though Mr. Leon and/or other employees often worked – and VPP reasonably knew that they worked – beyond those scheduled hours. When Mr. Leon brought up this issue to management, he was told that management would make it up on the next paycheck, but they failed to do so. As a result, Mr. Leon and other aggrieved employees were not paid at least minimum wage for all hours worked, and were not paid time-and-a-half (or double-time) for all overtime or double-time hours worked.

Furthermore, Mr. Leon and other aggrieved employees worked shifts of 3.5 hours or more, but were not authorized and permitted to take 10-minute rest periods as required under California law. Specifically, VPP did not schedule rest periods or otherwise inform Mr. Leon or other aggrieved employees of their right to take rest periods, and Mr. Leon and other aggrieved employees were required to remain on-duty for the duration of each shift. On those instances when VPP failed to authorize and permit Mr. Leon and other aggrieved employees to take all legally-compliant rest periods to which they were entitled, VPP failed to compensate Mr. Leon and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, VPP maintained no payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that Mr. Leon and other aggrieved employees were not authorized and permitted a legally-compliant rest period.

VPP also failed to provide Mr. Leon and other aggrieved employees with legally-compliant meal periods by virtue of VPP's non-compliant policy/practice. Specifically, as with rest periods, VPP failed to provide 30-minute, off-duty meal periods to Mr. Leon and other aggrieved employees and instead required them to remain on duty for the duration of each shift. As a result, VPP failed to provide Mr. Leon and other aggrieved employees with compliant first meal periods (i.e. a first meal period commencing before the end of the fifth hour of work), and second meal periods for shifts worked in excess of 10.0 hours. On those instances when VPP failed to provide Mr. Leon and other aggrieved employees with all legally-compliant meal periods to which they were entitled, VPP failed to compensate Mr. Leon and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, VPP maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that Mr. Leon and other aggrieved employees were not provided with a legally-compliant meal period.

As a result of VPP's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, VPP maintained inaccurate payroll records, and issued inaccurate wage statements to Mr. Leon and other aggrieved employees.

As a further result of VPP's failure to pay all minimum and overtime wages, along with meal and rest period premium wages, VPP failed to pay Mr. Leon and other aggrieved employees all wages owed at the time of their separation of employment with VPP.

As described above, VPP has committed, and continues to commit, the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 9-2001 ("Wage Order 9"):

Overtime Wage Violations

VPP was required to pay Mr. Leon and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 9, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." As alleged above, VPP regularly and systematically, as a policy and practice, did not pay Mr. Leon and other aggrieved employees for all overtime hours worked as a result of VPP's timekeeping and payroll policies/practices. As a result of these policies/practices, Mr. Leon and other aggrieved employees were not compensated for all earned overtime wages.

Minimum Wage Violations

VPP was required to pay Mr. Leon and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194; 1194.2, 1197; Wage Order 9, § 4. As alleged above, VPP failed to conform its pay practices to the requirements of the law. This unlawful conduct included but was not limited to VPP's uniform and unlawful timekeeping and payroll policies/practices, which resulted in these individuals not being paid for all hours actually worked. As a result, Mr. Leon and other aggrieved employees were deprived of all required minimum wages.

Rest Period Violations

As alleged above, VPP failed to authorize and permit Mr. Leon and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Mr. Leon and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance

with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.”)

Meal Period Violations

As alleged above, VPP failed to provide Mr. Leon and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result, Mr. Leon and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”)

Failure to Reimburse Necessary Business Expenses

VPP required Mr. Leon and other aggrieved employees to incur necessary work expenses without reimbursing these employees for such necessary work expenditures, as alleged above. At all relevant times, VPP has been subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.” At all relevant times, VPP has been subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” As alleged above, VPP has failed to reimburse expenses incurred by Mr. Leon and other aggrieved employees, in violation of the above-mentioned sections of the Labor Code.

Wage Statement Violations

VPP is required to furnish Mr. Leon and other aggrieved employees with complete and accurate itemized wage statements that show, among other things, all hours worked, all minimum and overtime wages earned, and all meal and rest period premium wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 9, § 7. As a result of VPP's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, VPP maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Leon and other aggrieved employees in violation of Labor Code § 226. VPP's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Leon and other aggrieved employees have suffered injury as a result.

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Waiting Time Penalties

Labor Code §§ 201-202 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. VPP have failed to timely pay Mr. Leon and other aggrieved former employees all final wages due to them at the time of their separation of employment, which includes, among other things, overtime and minimum wages as well as meal and rest period premium wages. Further, as a matter of uniform policy and practice, VPP continues to fail to pay aggrieved former employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-202. VPP's failure to pay all final wages is willful within the meaning of Labor Code § 203. VPP's willful failure to timely pay Mr. Leon and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

Failure to Maintain Records

VPP is required to maintain accurate records of employees' daily hours worked, the beginning and end of employees' work periods, employee meal periods, among other things, pursuant to Labor Code § 1174 and Wage Order 9, § 7. As alleged above, VPP has failed to maintain accurate records with respect to, among other things, employees' hours worked, employee meal periods taken (if any), and the start and end of work periods. As a result, VPP has violated Labor Code §§ 1174 and 1198 with respect to Mr. Leon and other aggrieved employees.

As an "aggrieved employee," Mr. Leon will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Leon's own investigation, and on information and belief, VPP has committed, and continues to commit, the following Labor Code violations:

- a. VPP has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Leon and other aggrieved employees all overtime compensation earned;
- b. VPP has violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Leon and other aggrieved employees the statutory minimum wage for all hours worked;
- c. VPP has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Leon and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Leon and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- d. VPP has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Leon and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- e. VPP has violated Labor Code §§ 1198, 2802, and 2804 by failing to reimburse Mr. Leon and other aggrieved employees for all work-related expenses they have incurred during their employment with VPP;
- f. VPP has violated Labor Code § 226 by failing to furnish Mr. Leon and other aggrieved employees with accurate and compliant itemized wage statements;
- g. VPP has violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Leon and other aggrieved employees;
- h. VPP has violated Labor Code § 204 by failing to pay Mr. Leon and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. VPP has violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Leon and other aggrieved employees.

Pursuant to Labor Code § 2699.3, please notify us and VPP if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Valet Parking Pros LLC, c/o Jonathan Velarde, agent for service of process (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 07/08/2022

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8300 0081 7292 33

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 07/07/2022

ORIGINAL INTENDED RECIPIENT:

VALET PARKING PROS, LLC
C/O JONATHAN VELARDE
5776 LINDERO CANYON RD.
STE D292
WESTLAKE VILLAGE, CA 91362

JR

EXHIBIT 3

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, July 07, 2022 10:54:50 AM

7/7/2022

LWDA Case No. LWDA-CM-893886-22
Law Firm : Haines Law Group, APC
Plaintiff Name : Oscar Leon
Employer: Valet Parking Pros LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

**CLIENT CONSENT PURSUANT TO CALIFORNIA RULES OF
PROFESSIONAL CONDUCT 1.5.1**

I, **OSCAR LEON**, state as follows:

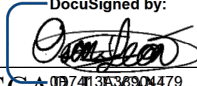
1. I have been advised in writing that my attorney has entered into a proposed “Fee and Cost Sharing Agreement” with the below listed counsel, and that Abramson Labor Group will be associating into the action as co-counsel of record. I understand that the attorneys representing the current and former employees of **VALET PARKING PROS LLC** and any of its related entities will divide any attorney’s fees awarded by the court(s) as follows, and that retainer agreement entered into between Oscar Leon and Haines Law Group will apply equally to Abramson Labor Group’s representation of Oscar Leon:

<u>Law Firm</u>	<u>Percentage of Fee Award</u>
Haines Law Group, APC	50.0%
Abramson Labor Group	50.0%

2. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.

3. I hereby consent to the proposed fee division.

Dated: 9/12/2022

DocuSigned by:

 OSCAR LEON

Dated: 09/12/2022


 ZEV ABRAMSON

Dated: 9/13/2022


 PAUL HAINES

EXHIBIT 5

Neil Larsen

From: no-reply@formassembly.com
Sent: Wednesday, September 3, 2025 4:06 PM
To: Neil Larsen
Subject: Thank you for your Proposed Settlement Submission

09/03/2025 04:05:50 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/03/2025 04:05:50 PM your Proposed Settlement was successfully processed for case number LWDA-CM-893886-22

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam04.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cneil%40abramsonlabor.com%7Cc1e71f552e324633399308ddeb3e7b9c%7Cc135c9ae40284b0ab1bb6f7b8aaee9f9%7C0%7C0%7C638925375784524207%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIyIiOiwiLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFBpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=gD80Q1PIRgtkdo oJM%2BpeM%2BYKBCohcBu4%2Bn6xOI2CbKA%3D&reserved=0