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Attorneys for Plaintiff

**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,

Defendants.

Case No. 22STCV21953

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

**~~PROPOSED~~ ORDER GRANTING
 PLAINTIFF'S MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND FINAL JUDGMENT**

Date: June 16, 2026
 Time: 8:30 a.m.
 Dept.: SSC-9

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

1 This matter came on regularly for hearing before this Court on June 16, 2026, at 8:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's January 22, 2026 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the Parties'
4 Second Amended Stipulation of Settlement (herein "Settlement Agreement" or "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received by
7 the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations
9 between the Parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for
10 Final Approval of Class Action Settlement and ORDERS as follows:

11 1. Final judgment is hereby entered in conformity with the Settlement Agreement and this
12 Final Approval Order.

13 2. The conditional class certification contained in the Preliminary Approval Order is hereby
14 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
15 as:

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

18 3. Plaintiff Oscar Leon ("Plaintiff") is hereby confirmed as Class Representative, and Paul
19 K. Haines and Sean M. Blakely of Haines Law Group, APC and Neil M. Larsen of Abramson Law Group,
20 are hereby confirmed as Class Counsel.

21 4. On February 20, 2026, notice was provided to the Settlement Class as set forth in the
22 Settlement. The form and manner of notice were approved by the Court on January 22, 2026, and the
23 notice process has been completed in conformity with the Court's Order. The Court finds that said notice
24 was the best notice practicable under the circumstances. The court-approved Class Notice provided due
25 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members
26

27 ¹ The Second Amended Stipulation of Settlement (herein "Settlement Agreement" or "Settlement") was
28 filed on September 3, 2025 and attached as Exhibit 1 to the Declaration of Neil M. Larsen in Support of
Plaintiff's Renewed Motion for Preliminary Approval. Unless otherwise indicated, all terms used in this
Order and Final Judgment shall have the same meaning as that assigned to them in the Settlement.

of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected or opted out of the Settlement, and that the 100% participation rate supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

7. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

9. The Court orders Defendant to deposit the Maximum Settlement Amount of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) to the Settlement Administrator, as provided for in the Settlement. Specifically, Defendant has already made the first two installment payments totaling \$130,000.00. Defendant shall deposit the remaining Fifty Thousand Dollars and Zero Cents (\$50,000.00) no later than thirty (30) calendar days after the Effective Date.

10. The Court finds that the Individual Settlement Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Payments to Settlement Class members in conformity with the terms of the Settlement.

11. The Court finds that an enhancement award in the amount of \$5,000.00 to Plaintiff is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this payment

1 is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in
2 conformity with the terms of the Settlement.

3 12. The Court finds that attorneys' fees in the amount of \$60,000.00 and actual litigation costs
4 of \$11,487.46 for Class Counsel, are fair, reasonable, and adequate in light of the common fund created
5 by the Settlement, and orders that the Settlement Administrator distribute these payments to Class
6 Counsel in conformity with the terms of the Settlement. The allocation of attorneys' fees awarded shall
7 be as follows: 50% to Haines Law Group, APC, and 50% to Abramson Law Group. The allocation of
8 litigation costs awarded shall be as follows: \$6,616.88 to Haines Law Group, APC, and \$4,870.58 to
9 Abramson Law Group.

10 13. The Court orders that the Settlement Administrator, Phoenix Settlement Administrators,
11 shall be paid \$6,250.00 from the Maximum Settlement Amount in conformity with the terms of the
12 Settlement, for all of its work done and to be done until the completion of this matter and finds that sum
13 appropriate.

14 14. The Court finds that the payment to the California Labor & Workforce Development
15 Agency ("LWDA") in the amount of \$11,250.00 for its 75% share of the \$15,000.00 settlement of
16 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
17 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
18 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$3,750.00
19 is to be distributed to the PAGA Aggrieved Employees in conformity with the terms of the Settlement.

20 15. This Court orders that any settlement checks shall be valid and negotiable for 180 days
21 from the date of issuance of the check, and that any funds associated with a check that is not negotiated
22 within 180 days of mailing to a Settlement Class member shall be transferred to Legal Aid at Work, as
23 the *cy pres* beneficiary pursuant to Cal. Code Civ. Proc. § 384.

24 16. The Settlement is not an admission by Defendant, nor is this Order and Final Judgment a
25 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
26 Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out
27 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the
28 part of Defendant.

1 17. Upon the Effective Date and Defendant's complete funding of the Maximum Settlement
2 Amount, Plaintiff and every member of the Settlement Class will fully release and discharge Defendant,
3 and each of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former
4 management companies, shareholders, members, agents (including any accountants, insurers, reinsurers,
5 attorneys and any past, present or future officers, directors and employees) predecessors, successors, and
6 assigns (collectively, the "Released Parties"), as follows: Settlement Class members who do not opt out
7 will release the Released Parties from liability for all claims, rights, demands, liabilities, causes of action,
8 and legal theories alleged or which could have been alleged or otherwise raised based on the facts alleged
9 in the Action, arising from Settlement Class members' employment with Defendant during the Class
10 Period, including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure
11 to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (d) failure to
12 provide all meal periods, or premium pay for non-compliant meal periods; (e) failure to reimburse all
13 necessary business expenditures; (f) failure to furnish accurate and compliant itemized wage statements;
14 (g) failure to timely pay all wages due or final wages due; and (h) all claims for unfair business practices
15 that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the
16 Action ("Class Member Released Claims"). In addition, all Settlement Class members who worked for
17 Defendant at any time from July 7, 2021 through November 15, 2023 (the "PAGA Period") are "PAGA
18 Aggrieved Employees" and shall release the Released Parties from all claims for PAGA civil penalties
19 under the California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 et seq.)
20 arising from their employment with Defendant during the PAGA Period that were alleged or which could
21 have been alleged or otherwise raised based on the facts alleged in the Action and Plaintiff's July 7, 2022
22 Notification Letter to the Labor & Workforce Development Agency, including but not limited to claims
23 for civil penalties for violations of California Labor Code §§ 201, 202, 204, 226, 226.7, 512, 516, 558,
24 1174, 1194.2, 1197, 1198, 2802, and 2804, and applicable Wage Orders of the Industrial Welfare
25 Commission, including but not limited to Industrial Welfare Commission Wage Orders Nos. 1-2001 and
26 4-2001, and all related claims for attorneys' fees and costs ("the PAGA Released Claims").

27 18. This document shall constitute a final judgment pursuant to California Rule of Court
28 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing,

1 the court must make and enter judgment. The judgment must include a provision for the retention of the
2 court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order
3 dismissing the action at the same time as, or after, entry of judgment." The Settlement Administrator
4 shall post this Final Judgement on its website. The Court will retain jurisdiction to enforce the Settlement,
5 this Final Approval Order, and this Judgment entered in connection with the Settlement.

6 19. The Settlement Administrator shall file a declaration regarding the disbursement of
7 Settlement funds on or before July 27, 2027. ^{A non-appearance case review} ~~A Compliance Hearing~~ regarding distribution of funds is
8 set for August 3, 2027 at 8:30 a.m. in Dept. 9

10 **IT IS SO ORDERED.**

11 Dated: 06/16/2026
12 _____, 2026



Laura Seigle

~~Honorable Elaine Lu~~
Judge of the Superior Court
Laura A. Seigle / Judge