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 <u>non-reversionary</u> "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 intervener 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. <u>Payments to all participating Settlement Class members</u>: 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. <u>Payments from the PAGA Amount</u>: 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. <u>Requests for Exclusion.</u> 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. <u>Objections.</u> 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, **<u>and be postmarked no later than the Response Deadline</u>**. 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

By: Jonathan Velarde

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 Larsen

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:	Attorneys for Defendant:
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	**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

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 $______________. Your estimated Individual Settlement Payment includes $_____________ (less tax withholdings) from your share of the Net Settlement Amount and $___________ 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 CALIMS 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 <u>not</u> 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 ____ events between January 1, 2021 through November 15, 2023 in California for Defendant; and

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

Based on the above, your Individual Settlement Payment is estimated at $___________.

(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>>.