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16CV292208  
Santa Clara – Civil

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County of Santa Clara  
16CV292208  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

**CORINTHIAN INTERNATIONAL  
WAGE AND HOUR CASES**

Judicial Council Coordination Proceeding No:  
4886

Coordinated Actions:

Case No.: 16CV292208

*Turner v. Corinthian International Parking  
Services, Inc., Santa Clara Superior Court  
Case No. 16CV292208*

**CLASS ACTION**

Hon. Theodore C. Zayner, Department 19

*Rocquemore v. Corinthian International  
Parking Services, Inc., Alameda Superior Court  
Case No. RG1601065*

**~~[REVISED PROPOSED]~~ ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
ENTERING JUDGMENT**

*Turner* Complaint Filed: June 11, 2015  
*Rocquemore* Complaint Jan. 21, 2016

1 On November 6, 2024, a hearing was held on the Motion for Final Approval of Class  
2 Action Settlement (“Motion”) filed by Plaintiffs Adrian Turner and Mykale Rocquemore  
3 (“Plaintiffs”), on behalf of the Class and the State of California with respect to PAGA Group  
4 Members.

5 On November 14, 2023, the Court entered the Order Granting Plaintiffs’  
6 Amended Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval  
7 Order”), thereby granting preliminary approval of the settlement of the action in accordance  
8 with the Class Action Settlement Agreement, as amended by the Amendment to the Class Action  
9 Settlement Agreement and the Second Amendment to the Class Action Settlement Agreement  
10 (collectively, “Settlement” or “Settlement Agreement”). On April 23, 2024, Plaintiffs filed their  
11 Motion for Final Approval of Class Action Settlement and supporting documents. On May 14,  
12 2024, the Court issued its Tentative Ruling regarding the Motion for Final Approval of Class  
13 Action Settlement, which the parties submitted on and which was adopted by the Court as its  
14 order on May 15, 2024 (“May 15, 2024 Ruling”). By way of the May 15, 2024 Ruling, the  
15 Court made a partial ruling on the Motion, continued the hearing on the Motion (“Final Approval  
16 Hearing”) to July 3, 2024 at 1:30 p.m. in Department 19, and required that the Parties provide  
17 the Court with clarification regarding the class size and why notice of the Settlement was only  
18 mailed to 3,372 class members.

19 On June 18, 2024, the Court granted the parties’ Joint Stipulation to Continue  
20 the Final Approval Hearing, and continued the Final Approval Hearing to November 6, 2024 at  
21 1:30 p.m.

22 On July 17, 2024, the parties filed the Declaration of Sherri Carnesecca, Chief Financial  
23 Officer at Defendant, along with a stipulation, which the Court approved when it entered the  
24 Stipulation to Mail Additional Corrective Class Notices and Order Thereon (“Additional and  
25 Corrective Notice Order”), that same day on July 17, 2024. By way of the Additional and  
26 Corrective Notice Order, the Court ordered, *inter alia*, that the Settlement Administrator process  
27 Updated Class Data, recalculate Workweeks, Settlement Shares, and PAGA Shares, distribute  
28 notice of the Settlement to Class Members that had been omitted from the original December

22, 2023 notice mailing and provide them a deadline to opt out, object, and/or dispute Workweeks credited to them, and distribute a corrective notice to Class Members that had been included in the original December 22, 2023 notice mailing advising them of corrected estimated payment information and providing them an additional deadline to opt out, object, and/or dispute Workweeks credited to them.

In accordance with the Preliminary Approval Order and the Additional and Corrective Notice Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order, May 15, 2024 Ruling, Additional and Corrective Notice Order, and at the Final Approval Hearing, the Court grants the Motion and grants final approval of the Settlement, and HEREBY ORDERS, ADJUDGES, and DECREES as follows:

1. The following persons are Class Members for the purpose of the Settlement in this matter:

all current and former hourly-paid or non-exempt individuals who were employed by Defendant within the State of California at any time during the period of time from June 11, 2011 to November 14, 2023 who did not opt out of the Settlement (“Participating Class Member(s)”).

2. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the Class meets all of the legal requirements for class certification, and it is hereby ordered that the Class as defined here, is finally approved and certified as a class for purposes of the Settlement.

3. The Court appoints Plaintiffs Adrian Turner and Mykale Rocquemoire as representatives of the Class, and appoints Schneider Wallace Cottrell Konecky LLP, Lawyers for Justice PC, and Justice Law Corporation as counsel for the Class.

4. Pursuant to the Preliminary Approval Order and Additional and Corrective Notice Order, a Notice of Settlement (“Class Notice”) was sent to each Class Member by first-class mail. The Class Notice informed Class Members of the terms of the Settlement, their estimated Settlement Share and PAGA Share (if applicable), and their right to object to the Settlement, to

1 opt out of the class action portion of the Settlement and pursue their own remedies, and dispute  
2 the Workweeks credited to them. Adequate notice and periods of time to respond, were provided  
3 to the Class Members by the procedures completed by the Settlement Administrator in this  
4 matter.

5 5. The Court finds and determines that the notice procedure afforded adequate  
6 protections to Class Members and provides the basis for the Court to make an informed decision  
7 regarding approval of the Settlement based on the responses of Class Members. The Court finds  
8 and determines that the notice provided in this case was the best notice practicable, which  
9 satisfied the requirements of law and due process.

10 6. No Class Members objected to the Settlement as part of the notice process or at  
11 the Final Approval Hearing.

12 7. The Court further finds and determines that the terms of the Settlement are  
13 fair, reasonable, and adequate to the Class and to each Class Member and that the Class  
14 Members who have not opted out will be bound by the class action portion of the Settlement,  
15 that the Settlement is ordered finally approved, and that all terms and provisions of the  
16 Settlement should be and hereby are ordered to be consummated.

17 8. The Settlement Administrator received Elections Not to Participate in Settlement  
18 from Christopher Wong, Gwendolyn Jones, and Tzitalic Gomez, and they are deemed to have  
19 opted out and will not be bound by the class action portion of the Settlement nor its release of  
20 claims. All remaining Class Members did not submit Elections Not to Participate in  
21 Settlement and are thereby Participating Class Members under the Settlement.

22 9. The Court finds and determines that the Settlement Shares to be paid to the  
23 Participating Class Members, as provided for by the Settlement, are fair and reasonable. The  
24 Court hereby gives final approval to and orders the payment of those amounts to be made to the  
25 Participating Class Members from the Net Settlement Amount in accordance with the  
26 Settlement.

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10. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code § 2699, subdivision (v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024. Pursuant to California Labor Code § 2699, subdivisions (l)(2) and (l)(4), the Labor Workforce and Development Agency (“LWDA”) has been given notice of the Settlement. On April 23, 2024, Plaintiff submitted to the LWDA a copy of the Settlement and a copy of the Motion and supporting papers. The Court finds and determines that this notice of the Settlement complied with the statutory requirements of PAGA.

11. The Court finds and determines that the PAGA Allocation of \$50,000.00 for civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the PAGA be paid from the Gross Settlement Amount, and distributed to the LWDA and PAGA Group Members in accordance with the Settlement.

12. The Court finds and determines that the fees and expenses of Atticus Administration, LLC in administering the Settlement, in the amount of \$46,923.00, are fair and reasonable, and the Court hereby gives final approval to and orders that this amount be paid from the Gross Settlement Amount in accordance with the Settlement.

13. In addition to any Settlement Share and/or PAGA Share that Plaintiffs may receive, and in recognition of the Plaintiffs’ efforts on behalf of the Class, the Court hereby approves payment to Plaintiffs in the amount of \$10,000.00 each as the Class Representative Service Payments. These awards shall be paid from the Gross Settlement Amount in accordance with the Settlement.

14. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of attorneys’ fees to Class Counsel in the sum of \$350,000.00, plus costs and expenses in the amount of \$112,256.78. This shall be paid from the Gross Settlement Amount in accordance with the Settlement.

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1           15. Without affecting the finality of this order in any way, the Court retains  
2 jurisdiction of all matters relating to the interpretation, administration, implementation,  
3 effectuation, and enforcement of this order and the Settlement.

4           16. Upon completion of administration of the Settlement, the Settlement  
5 Administrator will provide written certification of such completion to the Court and counsel for  
6 the parties.

7           17. As of the Effective Date, in exchange for the consideration set forth in the  
8 Settlement, Plaintiffs release any and all known and unknown claims against Defendant,  
9 together with all of Defendant's past and present parents, subsidiaries, predecessors,  
10 successors, affiliates and related entities, and their respective shareholders, officers, directors,  
11 employees, administrators, fiduciaries, trustees, heirs, representatives, principals, accountants,  
12 auditors, consultants, insurers and reinsurers, agents, attorneys, and any other entities that may  
13 be considered joint employers ("Released Parties"), including any and all known and  
14 unknown claims that arise out of or relate to the allegations in the Action, as well as attorneys'  
15 fees and costs, and waive the protection of California Civil Code section 1542 with respect to  
16 claims encompassed in this release.

17           18. As of the Effective Date, in exchange for the consideration set forth in the  
18 Settlement, all Plaintiffs and Participating Class Members release the Released Parties from the  
19 Released Claims for the Class Period.

- 20           a. "Released Claims" means all claims that were or could have been asserted  
21 based on the facts alleged in the Second Amended Complaint by  
22 Plaintiffs and Class Members, including, but not limited to, claims based  
23 on Defendant's alleged: (1) failure to provide employees with meal and  
24 rest periods; (2) failure to pay minimum wages and overtime; (3) failure to  
25 pay wages during employment at termination; (4) failure to reimburse  
26 business expenses; (5) failure to provide seating; and (6) unfair  
27 competition. The Released Claims expressly exclude all claims for civil  
28 penalties under the PAGA and all other claims, including claims for

1 vested benefits, wrongful termination, unemployment insurance,  
2 disability, social security, workers' compensation, and claims arising  
3 outside of the Class Period.

4 b. "Class Period" means the period from June 11, 2011 to November 14,  
5 2023.

6 19. As of the Effective Date and upon Defendant fully funding the Settlement, all  
7 PAGA Group Members and the State of California, shall be deemed to have fully, finally, and  
8 forever released, relinquished, and will release the Released Parties from the following claims  
9 arising under the PAGA during the PAGA Period: all claims that were or could have been  
10 asserted based on the facts alleged in the Second Amended Complaint by Plaintiffs and  
11 Class Members under the PAGA, including, but not limited to, PAGA claims based on  
12 Defendant's alleged: (1) failure to provide employees with meal and rest periods; (2) failure to  
13 pay minimum wages and overtime; (3) failure to pay wages during employment at termination;  
14 (4) failure to reimburse business expenses; and (5) failure to provide seating.

15 a. "PAGA Group Member(s)" means all current and former hourly-paid or  
16 non-exempt individuals who were employed by Defendant within the State  
17 of California at any time during the PAGA Period.

18 a. "PAGA Period" means the period from January 21, 2015 to November  
19 14, 2023.

20 20. In the event that (1) Defendant does not fully fund the Gross Settlement Amount  
21 following the Effective Date pursuant to the terms of the Settlement, and (2) any funding  
22 installment for the Gross Settlement Amount required to be paid by Defendant pursuant to the  
23 terms of the Settlement remains unpaid for a period of at least 90 days after it is due, Plaintiffs  
24 may file the necessary motion(s) to vacate the Court's approval of the Settlement, vacate the  
25 Court's entry of judgment, and/or proportionally reduce any release of claims based on the pro  
26 rata amount of the Gross Settlement Amount that remains unpaid.

27 21. The parties shall bear their own respective attorneys' fees and costs except  
28 as otherwise provided in the Settlement.

22. The parties are hereby ordered to comply with the terms of the Settlement, including but not limited to the following requirements and deadlines:

| Event                                                                                                      | Deadline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Effective Date                                                                                             | The date by which all of the following have occurred: (1) the Settlement Agreement is approved by the Court; and (2) the Judgment becomes “final,” which means the last of the following dates as applicable: (1) if no objection to the Settlement is made, the date the Judgment is entered; (2) if an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed; or (3) if Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal. |
| Defendant to fund the Gross Settlement Amount                                                              | (i) \$600,000.00 will be paid by Defendant within 15 days of the Effective Date; and (ii) The remaining \$450,000.00 shall be paid by Defendant by way of quarterly payments over a two-year period beginning 90 days after the first payment of \$600,000 has been made (and these quarterly payments shall consist of no more than nine (9) equal payments), and Defendant shall also fund the entire amount necessary for it to pay its share of employer-side only payroll taxes with the first of these quarterly payments.                                                                                                              |
| Settlement Administrator to disburse all amounts due under the Settlement from the Gross Settlement Amount | Within 15 days after Defendant funds the first \$600,000 installment of the Gross Settlement Amount, Settlement Administrator will make the first round of payments (“First Disbursement”) provided for in Paragraph III.F.10 of the Settlement Agreement, as amended by the Amendment to Class Action Settlement Agreement. To the extent funds are necessary to pay the employer-side payroll taxes for the first round of partial Settlement Share payments, they may be paid from the first \$600,000 installment (with adjustments made to the amount of                                                                                 |

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the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment to be paid to Class Counsel from the first round of payments, with the remainder deferred to the second round of payment) and recouped from the later payment of the employer-side payroll taxes by Defendant and payments to Class Members may be adjusted accordingly. To the extent any of the first \$600,000 installment of the Gross Settlement Amount is not exhausted by the first round of payments, the remaining funds shall remain in the Qualified Settlement Fund established by the Settlement Administrator and shall be distributed with the Second Disbursement.

Within 15 days after Defendant completes funding of the remaining \$450,000 plus amounts necessary to pay Defendant's share (employer-side only) of payroll taxes, Settlement Administrator will make the second round of payments ("Second Disbursement") provided for in Paragraph III.F.10 of the Settlement Agreement, as amended by the Amendment to Class Action Settlement Agreement. If the amount of uncashed checks from the First Disbursement equals or exceed \$100,000.00, then, the portion of those funds associated with uncashed Settlement Share checks will be redistributed to the Participating Class Members who cashed the payment issued to them from the First Disbursement using the formula for the initial distribution adjusted to exclude those Participating Class Member who did not cash the payment issued to them from the First Disbursement, and the portion of those funds associated with uncashed PAGA Share checks will be redistributed to the PAGA Group Members who cashed the payment issued to them from the First Disbursement using the formula for the initial distribution adjusted to exclude those PAGA Group Members who did not cash the payment issued to them from the First Disbursement. If the amount of

|                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                      | <p>uncashed checks from the First Disbursement is less than \$100,000.00, then, those funds shall remain in the Qualified Settlement Fund established by the Settlement Administrator and shall be distributed with the Second Disbursement.</p> <p>Any funds associated with uncashed Settlement Share and PAGA Share checks remaining in the Qualified Settlement Fund after the check cashing deadline for Second Disbursement to Participating Class Members and PAGA Group Members will be paid to California Rural Legal Assistance as a <i>cy pres</i> recipient.</p> |
| Check Cashing Deadline for First Disbursement to Participating Class Members and PAGA Group Members  | 180 days after mailing of the Settlement Share and PAGA Share checks for the First Disbursement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Check Cashing Deadline for Second Disbursement to Participating Class Members and PAGA Group Members | 180 days after mailing of the Settlement Share and PAGA Share checks for the Second Disbursement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Class Counsel's Deadline to File Settlement Administrator's Final Report with Court                  | Within 30 days after the last deadline for Participating Class Members and PAGA Group Members to cash checks issued to them.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Class Counsel's Deadline to Lodge a Proposed Amended Judgment (If Applicable) with the Court         | In the event that funds from uncashed checks are to be distributed to the <i>cy pres</i> beneficiary, in addition to the above-referenced Settlement Administrator's Final Report, Class Counsel shall also lodge a proposed amended judgment that directs that the funds from uncashed checks, plus any interest that has accrued thereon, be paid to the <i>cy pres</i> beneficiary, in compliance with California Code of Civil Procedure Section 384(b), at least five (5) court days prior to the Final Compliance Hearing.                                             |

23. After entry of this Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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24. Individualized notice of this Order and Judgment is not required. The Settlement Administrator shall post a copy of this Order and Judgment on the Settlement-related website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment. Class Counsel shall also submit a copy of the Order and Judgment to the LWDA in accordance with California Labor Code section 2699(1)(3).

25. A ~~Final~~ Compliance Hearing is set for November 5, 2025 at 2:30 ~~a.m.~~/p.m. in Department 19. Class Counsel shall submit an accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

**IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

Dated: November 7, 2024

  
The Honorable Theodore C. Zayner  
Judge of the Superior Court