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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CESAR CANDO, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ACADEMY VALET PARKING SERVICE,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No. 22STCV21833

[PROPOSED] JUDGMENT

Date: June 13, 2024
Time: 9:00 a.m.

Judge: Hon. Maren Nelson
Dept.: 17

1 Plaintiff's motion for an order finally approving the First Amended Class Action and
2 PAGA Settlement Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs,
3 and Class Representative Payment duly came on for hearing on June 13, 2024, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all current and former non-exempt, hourly paid employees
10 who worked for Defendants Academy Valet Parking Services, Inc., and/or Academy Valet
11 Parking LLC (hereinafter "Defendants") in California at any time during the period between July
12 6, 2018, through June 23, 2023 ("Class Period").

13 2. All persons who meet the foregoing definition are members of the Settlement
14 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
15 Class. There are 168 Class Members who worked for Defendants during the Class Period. After
16 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final
18 Approval of Class Action and PAGA Settlement, and this Final Judgment, Plaintiff, and all
19 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
20 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Final
21 Approval of Class Action and PAGA Settlement and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of
25 settlement benefits.

26 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and
27 each Class Member who has not validly opted out has released the "Released Parties" from the
28 "Released Class Claims" as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The “Released Class Claims” are defined as any and all claims that were or

3 reasonably could have been alleged in the Operative Complaint that arose during the Class Period

4 including the following claims: (a) failure to pay minimum wages owed; (b) failure to pay all

5 overtime wages owed; (c) failure to provide compliant meal periods, or premium pay for non-

6 compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay

7 for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and

8 maintain required records; (f) failure to timely pay all wages due during employment; (g) failure to

9 timely pay all wages due upon separation of employment; (h) failure to pay all sick wages owed;

10 (i) failure to pay all vacation wages owed; (j) failure to reimburse for necessary business expenses;

11 (k) all claims under California Business & Professions Code § 17200 for unfair business practices

12 that could have been premised on the facts, claims, causes of action or legal theories described

13 above; (l) violation of or claims under the following sections of the California Labor Code,

14 sections 201,201.3, 202,203,204,210,218.5, 218.6, 221,226,226.2, 226.3, 226.7, 227.3, 246, 510,

15 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804; and (m)

16 violation of the California Industrial Wage Orders that could have been premised on the facts,

17 claims, causes of action or legal theories described above, as well as any potential penalties,

18 interest or attorneys' fees associated with all of such causes of action under California law, but

19 expressly excluding PAGA penalties separately released hereinbelow. Except as set forth in

20 Section 5.3 of the Agreement, Participating Class Members do not release any other claims,

21 including claims for vested benefits, wrongful termination, violation of the Fair Employment and

22 Housing Act, unemployment insurance, disability, social security, workers' compensation, or

23 claims based on facts occurring outside the Class Period.

24 (b) The “Released Parties” are defined as Defendants Academy Valet Parking

25 Service, Inc., Academy Valet Parking LLC, and each of their former and present directors,

26 officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys,

27 insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

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1 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
2 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
3 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
4 the “PAGA Period” as set forth in the Agreement.

5 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

6 (a) The “Aggrieved Employees” are defined as all current and former non-
7 exempt, hourly paid employees who worked for Defendants Academy Valet Parking Service, Inc.
8 and/or Academy Valet Parking LLC in California at any time during the PAGA Period.

9 (b) The “Released PAGA Claims” are defined as all claims, demands, rights,
10 liabilities and causes of action under the California Labor Code Private Attorneys General Act that
11 were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative
12 Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the
13 Action, arising during or with respect to the PAGA Period. The foregoing release shall be binding
14 on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata
15 any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf
16 of the State of California, as to any claims predicated on the Released PAGA Claims.

17 (c) The “PAGA Period” means the period of April 28, 2021, through June 23,
18 2023.

19 9. This Court hereby grants final approval and awards the following: (i) Sixty-One
20 Thousand, One Hundred and Thirty-Three Dollars and Twenty-Six Cents (\$61,133.26) for the
21 Attorneys’ Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount, or
22 Fifty Thousand Dollars and Zero Cents (\$50,000) and litigation expenses in the amount of Eleven
23 Thousand, One Hundred and Thirty-Three Dollars and Twenty-Six Cents (\$11,133.26); (ii) the
24 Class Representative Payment to Class Representative, Cesar Cando, in the amount of Ten
25 Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii)
26 Administration Expenses Payment of Seven Thousand Dollars and Zero Cents (\$7,000.00) to
27 Apex Class Action LLC; and (iv) Three Thousand, Seven Hundred and Fifty Thousand Dollars
28 and Zero Cents (\$3,750.00) (75% of the PAGA Payment) to the Labor and Workforce

1 Development Agency (“LWDA Payment”); and One Thousand, Two Hundred Fifty Dollars and
2 Zero Cents (\$1,250.00) (25% of the PAGA Payment) allocated to the Aggrieved Employees for
3 the Individual PAGA Payments.

4 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
5 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
6 California Labor Code section 2699(1)(3).

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

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11 DATED: _____, 2024

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13 _____
14 Hon. Maren Nelson
15 JUDGE OF THE SUPERIOR COURT
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