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10 Attorneys for Plaintiffs
11 Jason Torres, individually and on behalf of all
12 others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

15 JASON TORRES, an Individual, on behalf of)
16 himself and all others similarly situated)

17 Plaintiffs,)

18 v.)

19 IMPERIAL PARKING INDUSTRIES, INC.)
20 a California Corporation; and DOES 1)
21 through 100, Inclusive)

22 Defendants.)

CASE NO. 21STCV45092

[Assigned for all purposes to the Honorable Stuart M. Rice - SSC Dept. "1"]

CLASS ACTION

**NOTICE OF ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint filed: 12/10/2021

23 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

24 PLEASE TAKE NOTICE that on March 22, 2023, Judge Stuart M. Rice signed an Order
25 Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement in the above-entitled
26 matter. A true and correct copy of said Order is attached hereto.

27 DATED: March 22, 2023

KOKOZIAN LAW FIRM, APC

28 By: 

Bruce Kokozyan, Esq.
Attorneys for Plaintiffs

Electronically Received 02/24/2023 03:27 PM

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18 v.

19 IMPERIAL PARKING INDUSTRIES, INC. a
20 California Corporation; and DOES 1 through
21 100, Inclusive

22 Defendants.

CASE NO. 21STCV45092

[Assigned for all purposes to the Honorable
Stuart M. Rice - SSC Dept. "1"]

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 22, 2023
Time: 10:30 AM
Dept: 1

Action Filed: 12/10/2021
Trial Date: None Set

23
24 On December 10, 2021, Class Representative Jason Torres individually and on behalf of a
25 class of similarly situated individuals, filed a Class Action complaint against Defendant Imperial
26 Parking Industries, Inc. (hereinafter referred to as "Defendant") pursuant to the California Labor
27 Code ("Labor Code") and California Business & Professions Code ("B&PC") §17200 as set forth
28

1 in the class action case entitled *Torres v Imperial Parking Industries, Inc.* - Los Angeles Superior
2 Court Case No.21STCV45092 (“Action”). Plaintiff’s operative first amended complaint asserts
3 claims against Defendant for 1. Failure To Pay Overtime Wages; 2. Failure To Pay Minimum
4 Wages; 3. Failure To Provide Meal Periods; 4. Failure To Provide Paid Rest Periods; 5. Failure To
5 Timely Furnish Accurate Itemized Wage Statements; 6. Violation of Labor Code Section 203;
6 7. Unfair Business Practices; and 8. Penalties Pursuant To Labor Code §2698 et seq.
7

8 Defendant denies Plaintiff’s allegations in their entirety and denies liability on all claims.
9 On or about November 2022 the Parties reached a settlement subject to Court approval as
10 represented in the JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS AND
11 PAGA ACTION (the “Settlement”/“Stipulation”/ “Settlement Agreement”).

12 NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto, IT
13 IS HEREBY ORDERED:

14 1. This Order hereby incorporates by reference the definitions of the Stipulation as
15 though fully set forth herein, and all terms used herein shall have the same meaning as set forth in
16 the Stipulation.

17 2. The Court conditionally certifies and approves, for settlement purposes only,
18 Settlement Class as defined as follows: shall mean all current and former hourly-paid employees
19 of Defendant within the State of California at any time during the Class Period. Class Period shall
20 mean the period from December 10, 2017 through December 15, 2022.

21 3. Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC shall represent the Settlement
22 Class in this Action (“Class Counsel”). Any Member of the Settlement Class may enter an
23 appearance in the Action, at their own expense, either individually or through counsel of their own
24 choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

25 4. The Class Representative shall be Jason Torres.

26 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
27 conditions, and all release language set forth in the Stipulation which is Exhibit “1” to Bruce
28 Kokozyan declaration as part of the motion for preliminary approval. The Court finds that the

1 Settlement (including the Class Representative Incentive Award, Class Counsel’s attorneys’ fees
2 and expenses, the Administration Expenses, and the allocation of payments to class members)
3 appears to be within the range of reasonableness necessary for preliminary approval by the Court.
4 It appears to the Court that the Settlement terms are fair, adequate, and reasonable as to all
5 potential Class Members when balanced against the probable outcome of further litigation, given
6 the risks relating to liability and damages. It further appears that extensive and costly
7 investigation and research has been conducted such that counsel for the Parties at this time are
8 reasonably able to evaluate their respective positions. It further appears to the Court that the
9 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay
10 and risks that would be presented by the further prosecution of the Action. It appears that the
11 Settlement has been reached as a result of intensive, arms-length negotiations utilizing an
12 experienced third-party neutral.

13 6. The Court confirms CPT Group, Inc. as the Settlement Administrator and
14 preliminarily approves that settlement administration costs shall be paid by Defendants, but the
15 amount of payment shall be deducted from the Gross Settlement Amount (as that term is defined
16 in the Settlement). Any amount awarded for costs of administration to CPT Group, Inc. less than
17 the amount requested, will result in the non-awarded amount to be awarded to Participating
18 Settlement Class Members on a proportionate basis to the amount of their Individual Settlement
19 Payments. The cost of administration includes all tasks required of the Settlement Administrator
20 by this Agreement, including the issuance of the Court Approved Notice of Class Action
21 Settlement and Hearing Date for Final Court Approval. At least sixteen (16) court days prior to
22 the Final Approval and Fairness Hearing, the Settlement Administrator shall provide the Court,
23 and all counsel for the Parties, with a statement detailing the costs of administration and the claims
24 administration statistics. CPT Group, Inc. is directed to perform all other responsibilities set forth
25 for the Settlement Administrator in the Settlement.

26 7. A Final Approval and Fairness Hearing (the “Hearing”) shall be held on the date as
27 indicated in the Implementation Schedule below before the Honorable Stuart M. Rice in
28 Department SSC 1 of the Los Angeles County Superior Court, Spring Street Courthouse located at

1 312 N. Spring Street, Los Angeles, California 90012. The purpose of such Hearing will be to: (a)
2 determine whether the proposed Stipulation should be approved by the Court as fair, reasonable
3 and adequate; (b) determine the reasonableness of Class Counsel's request for attorney's fees and
4 costs; (c) the reasonableness of the Incentive Award requested for the Named Plaintiff; and (d)
5 Order entry of Judgment in the Action, which shall constitute a complete release and bar with
6 respect to the Released Claims as described in the Stipulation.

7 8. The Court hereby approves, as to form and content, the Notice of Class Action
8 Settlement which is attached as Exhibit "A" [hereinafter Notice] to the Stipulation which is
9 attached as Exhibit "1" to Bruce Kokozyan's declaration as part of Plaintiff's motion for
10 preliminary approval. The Court finds that the mailing and distribution of the Notice of Class
11 Action Settlement in the manner set forth in Paragraph 9 of this Order meets the requirements of
12 due process and are the best notice practicable under the circumstances and shall constitute due
13 and sufficient notice to all persons entitled thereto.

14 9. The Court directs the mailing of the Court approved Notice via first class mail to
15 the Class Members in accordance with the schedule and procedures set forth in the Settlement.
16 The Court finds that the dates and procedure selected for the mailing of the Notice meet the
17 requirements of due process, provide the best notice practicable under the circumstances, and
18 constitute due and sufficient notice to all persons entitled to notice.

19 A. Defendant is ordered to provide to the Settlement Administrator the Class List and
20 Data as defined in the Stipulation per the schedule required in the Stipulation and;

21 B. The Settlement Administrator shall mail the Notice of Class Action Settlement per
22 the deadline required in the Stipulation after receipt of the Class List and Data from Defendant.
23 Prior to mailing, the Settlement Administrator will perform a search based on the National Change
24 of Address Database information to update and correct for any known or identifiable address
25 changes. If a new address is obtained by way of a returned Notice Packet, then the Settlement
26 Administrator shall promptly forward the original Notice Packet to the updated address via first-
27 class regular U.S. mail indicating on the original Notice Packet the date of such re-mailing.

28 10. Class Members may request exclusion from the Settlement Class portion of the

1 Settlement by submitting a timely written request to be excluded from the Class as set forth in the
2 Stipulation. In order to be valid, the Request for Exclusion letter must be postmarked no later than
3 the date indicated in the Implementation Schedule below. Any Class Member who submits a valid
4 and timely Request for Exclusion will not be entitled to any recovery under the Settlement and
5 will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class
6 Members who fail to submit valid and timely requests for exclusion shall be Participating
7 Settlement Class Members and shall be bound by all terms of the Settlement and any Final
8 Judgment. Participating Class Members and Non-Participating Class Members, however, cannot
9 opt out of the PAGA portion of the Settlement, will receive an Individual PAGA Payment if
10 eligible, and will be bound and subject to the PAGA Released Claims.

11 11. Class Members who do not request exclusion may object to the Settlement and
12 appear at the Settlement Hearing to show cause why the proposed Settlement should not be
13 approved and to present any opposition to the application of Class Counsel for attorneys' fees,
14 costs and expenses. The Objection letter must be postmarked no later the date indicated in the
15 Implementation Schedule below, and must be served on the settlement administrator:

16

17 CPT Group, Inc.

18

19 Plaintiffs and/or Defendant may file oppositions to any properly filed Objections to the
20 Settlement no later than five (5) days prior to the date of the Final Approval Hearing.

21 12. The Court hereby preliminarily approves the definition and disposition of the Gross
22 Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is
23 equal to and shall not exceed one hundred thirty thousand Dollars (\$130,000.00) which is
24 inclusive of the payment of attorneys' fees and expenses, the Administration Expenses, the Net
25 Settlement Amount to be distributed to Participating Settlement Class members, the Incentive
26 Award to the Named Plaintiff and the PAGA payment. The Court preliminarily approves the
27 above distribution of the Gross Settlement Amount, all subject to the Court's final approval of the
28 Settlement. Defendant shall be required to pay only the Gross Settlement Amount of one hundred

1 thirty thousand Dollars (\$130,000.00) and Defendant shall also pay the employer-side share of
2 payroll taxes (which will be paid by Defendant separate and in addition to the Gross Settlement
3 Amount.

4 13. The Court orders the following **Implementation Schedule** for further
5 proceedings:

8 a.	Deadline for Defendant to submit Class List and Data to Settlement Administrator	April 11, 2023 [within 20 calendar days of preliminary approval order]
12 b.	Deadline for Settlement Administrator to Mail the Notice Packets to Class Members	April 21, 2023 [within 10 calendar days of receipt of the Class List and Data Report from Defendant]
16 c.	Deadline for Settlement Class Members to postmark Requests for Exclusions	June 5, 2023 [45 calendar days after mailing of the Notice Packet to Class Members] (plus an additional 5 days for Class Members whose Class Notice is re-mailed).
20 d.	Deadline for the postmark of any Objections to the Settlement	June 5, 2023 [45 calendar days after mailing of the Notice Packet to Class Members] (plus an additional 5 days for Class Members whose Class Notice is re-mailed).
24 e.	Deadline for the postmark of any dispute of the information on which their Individual Settlement Payment was calculated	June 5, 2023 [45 calendar days after mailing of the Notice Packet to Class Members] (plus an additional 5 days for Class Members whose Class Notice is re-mailed).

f.	Deadline for Class Counsel to File Motion for Final Approval of Settlement Including the requested attorneys' fees and expenses including any expenses associated with the Settlement	Per Code
g.	Final Approval Hearing and Final Approval	PER CODE ON at _____ a.m. /p.m.

14. The Court reserves the right to adjourn the date of the Final Approval and Fairness Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Stipulation of Settlement.

15. Pending final determination as to whether the settlement contained in the Stipulation should be approved, the Class Representative, whether directly, representatively, or in any other capacity, whether or not such persons have appeared in the Action, shall not institute or prosecute any claims against Defendant, its directors, officers, employees, agents, and anyone acting in concert with it, or any parent, related or affiliated, predecessor or subsidiary corporation, which have been or could have been asserted in the Action based upon the acts and transactions alleged therein, including any claims related to or arising out of the allegations in the Action.

16. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

17. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the Settlement, which becomes final as a result of the occurrence of the Effective Date (as that term is defined by in the Settlement); or (iii) the Settlement does not become final for any other reason, the Settlement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of the Settlement, and the

1 Parties shall proceed in all respects as if the Settlement had not been executed.

2 18. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,
3 document or instrument delivered hereunder, nor any statement, transaction or proceeding in
4 connection with the negotiation, execution or implementation of this Settlement, shall be
5 admissible in evidence for any purpose except as provided in the Settlement.

6

7 IT IS SO ORDERED.

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9 Dated: T 8 @ C G F G C H



A handwritten signature in black ink that reads "Stuart M. Rice".

Stuart M. Rice / Judge

The Honorable Stuart Rice
Judge of the Superior Court

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