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 6 IMPERIAL PARKING INDUSTRIES, INC.

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 8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **COUNTY OF LOS ANGELES**
 10

11	JASON TORRES, an Individual, on behalf of)	Case No. 21STCV45092
	himself and all others similarly situated,)	
12)	Assigned for All Purposes To:
	Plaintiff,)	Judge: Stuart M. Rice
13	vs.)	Dept: SS-1
)	
14	IMPERIAL PARKING INDUSTRIES, INC. a)	JOINT STIPULATION OF SETTLEMENT
	California Corporation; and DOES 1 through)	AND RELEASE OF CLASS AND PAGA
15	100, Inclusive,)	ACTION
)	
16	Defendants.)	Action Filed: December 10, 2021

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1 This Joint Stipulation of Settlement and Release of Class and PAGA Action (“Agreement”)
2 is made and entered into between Plaintiff Jason Torres (“Plaintiff”), individually and on behalf of
3 the proposed Settlement Class, the State of California, the Labor and Workforce Development
4 Agency, and allegedly aggrieved employees, (defined below), and Defendant Imperial Parking
5 Industries, Inc. (“Defendant”). This Agreement is subject to approval of the Court, pursuant to the
6 California Rules of Court (“CRC”), Rule 3.769(c), (d) and (e), and California Labor Code § 2698 et
7 seq. and made for the sole purpose of attempting to consummate settlement of the Action (as defined
8 below) on a class-wide and representative basis subject to the following terms and conditions. As
9 detailed below, if the Court does not enter an order granting final approval of the Class and PAGA
10 Settlement (as defined below) and enter judgment, or the conditions precedent are not met for any
11 reason, this Agreement is void and of no force or effect whatsoever.

12 **1. DEFINITIONS**

13 As used in this Agreement, the following terms shall have the meanings specified below. To
14 the extent terms or phrases used in this Agreement are not specifically defined below, but are defined
15 elsewhere in this Agreement, they are incorporated by reference into this definition section.

16 1.1 **Action.** “Action” shall mean the lawsuit titled *Jason Torres v. Imperial Parking*
17 *Industries, Inc.*, Case No. 21STCV45092, pending in the Superior Court of California, County of
18 Los Angeles, which includes the notice letter sent to the Labor and Workforce Development Agency
19 (“LWDA”).

20 1.2 **Administration Expenses.** “Administration Expenses” shall mean the amount that
21 will be paid to the Settlement Administrator for the administration of this Settlement in an amount
22 not to exceed \$10,000.

23 1.3 **Claims.** “Claims” shall mean the claims asserted and causes of action alleged in the
24 Action, or that could have been alleged or otherwise raised based on the factual allegations set forth
25 in the operative pleadings in the Action, including claims under (1) Failure to Pay Overtime Wages;
26 (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu
27 of; (4) Failure to Provide Paid Rest Periods; (5) Failure to Timely Furnish Accurate Itemized Wages
28 Statements; (6) Violation of Labor Code § 203; (7) Unfair Business Practice (8) and violation of

1 Private Attorneys General Act (Lab. Code sections 2698, *et seq.* (“PAGA”).

2 1.4 **Class Counsel.** “Class Counsel” shall mean Bruce Kokozyan and Alex DiBona of
3 Kokozyan Law Firm, APC, 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

4 1.5 **Class Counsel’s Attorneys’ Fees and Expenses.** “Class Counsel’s Attorneys’ Fees
5 and Expenses” shall mean Class Counsel’s attorneys’ fees and expenses to be requested and subject
6 to approval by the Court at the time of the Final Approval and Fairness Hearing (as defined below).

7 1.6 **Class List and Data.** “Class List and Data” shall mean the information for each
8 Settlement Class Member which Defendant shall compile from its business records and provide to
9 the Administrator for purposes of providing notice of the Settlement to the Settlement Class. The
10 Class List and Data shall be in a readable, ready to use, Microsoft Excel spreadsheet, which will
11 provide the following information for each Settlement Class Member: (a) full name; (b) last-known
12 mailing address; (c) telephone numbers; (d) Social Security Number; (e) dates of employment; (f)
13 number of Weeks Worked during the Class Period; and (g) number of Pay Periods employed as a
14 PAGA Member during the PAGA Period.

15 1.7 **Class Period.** “Class Period” shall mean the period from December 10, 2017
16 through December 15, 2022 or the date of preliminary approval, whichever comes first.

17 1.8 **Class Representative.** “Class Representative” shall mean Plaintiff Jason Torres.

18 1.9 **Court.** “Court” shall mean the Superior Court of California, County of Los Angeles.

19 1.10 **Defendant.** “Defendant” shall mean Imperial Parking Industries, Inc.

20 1.11 **Defense Counsel.** “Defense Counsel” shall mean Marie D. DiSante and Amy S.
21 Williams of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, California 92612.

22 1.12 **Effective Date.** “Effective Date” shall be the later of the time when: (a) the date of
23 final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the
24 denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of
25 the Judgment following review pursuant to that grant; (b) the date of final dismissal of any appeal
26 from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that
27 the Judgment is affirmed and/or not reversed in any part; (c) the final resolution (or withdrawal) of
28 any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially

1 identical to the form of the Final Approval Order entered by the Court, and the time to petition for
2 review with respect to any appellate decision affirming the Final Approval Order has expired; or (d)
3 if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement
4 and the Judgment approving this Agreement.

5 1.13 Employee’s Taxes and Required Withholding. “Employee’s Taxes and Required
6 Withholding” shall mean the Participating Settlement Class Member’s share of any and all applicable
7 federal, state, or local payroll taxes, including those collected under authority of the Federal
8 Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the portion of the Participating
9 Settlement Class Member’s Individual Settlement Payment that constitutes wages.

10 1.14 Employer’s Taxes. “Employer’s Taxes” shall mean and refer to Defendant’s share
11 of corporate, federal, state, and/or local payroll taxes that is owed on the portion of the Participating
12 Settlement Class Member’s Individual Settlement Payment that constitutes wages. The Employer’s
13 Taxes shall be separately paid by Defendant in addition to the Gross Settlement Amount.

14 1.15 Final Approval and Fairness Hearing. “Final Approval and Fairness Hearing”
15 shall mean the final hearing held to consider the Class reaction to notice of the Settlement, and to
16 ascertain the fairness, reasonableness, and adequacy of the Class Settlement. At this hearing, the
17 Court will consider Class Counsel’s application for the Class Counsel’s Attorneys’ Fees and
18 Expenses, the Incentive Award, the Administration Expenses, and approval of the PAGA Payment.

19 1.16 Final Approval Date. “Final Approval Date” shall mean the date upon which the
20 Court enters an order granting final approval of the Class Action Settlement and enters Judgment.

21 1.17 Gross Settlement Amount. “Gross Settlement Amount” means the agreed upon
22 settlement amount totaling One Hundred Thirty Thousand Dollars (\$130,000.00), to be paid by
23 Defendant in full settlement of the Released Claims asserted in this case, which includes the
24 Administration Expenses to the Settlement Administrator, Employee’s Taxes and Required
25 Withholdings, Class Counsel’s Attorneys’ Fees and Expenses, PAGA Payment to the LWDA and
26 PAGA Members, and Incentive Award to Plaintiff. The Gross Settlement Amount is non-
27 reversionary, meaning no amount will revert to Defendant. In no event shall Defendant be required
28 to pay more than the Gross Settlement Amount (excluding the employer’s share of payroll taxes on

1 the “wages” portion of the settlement for Participating Settlement Class Members which Defendant
2 shall pay in addition to the Gross Settlement Amount). The Parties agree that Code of Civil Procedure
3 section 384 does not apply to this Settlement and any uncashed checks will be sent to the Controller
4 of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
5 sections 1500, *et seq.*, for the benefit of those Participating Settlement Class Members who did not
6 cash their checks until such time that they claim their property. For the avoidance of doubt, Defendant
7 shall pay employer’s share payroll taxes on the amount of the Gross Settlement Amount allocated as
8 wages separate and apart from the Gross Settlement Amount.

9 1.18 **Incentive Award.** “Incentive Award” shall mean the monetary payment to the Class
10 Representative of an amount up to Five Thousand Dollars (\$5,000.00), for his efforts in initiating
11 this Action, the risks undertaken on behalf of the Settlement Class, and for the substantial benefits to
12 be received by Participating Settlement Class Members. The Incentive Award payment shall be
13 reported on an IRS 1099 basis and shall be paid in addition to the Plaintiff’s Individual Settlement
14 Payment he is entitled as a member of the Class under the terms of this Settlement.

15 1.19 **Individual Settlement Payment.** “Individual Settlement Payment” means the
16 proportionate share of the Net Settlement Amount to be distributed to each Participating Class
17 Member based on the number of his or her Pay Periods Worked during the Class Period in relation
18 to the aggregate number of Pay Periods Worked by all Participating Settlement Class Members, less
19 any Employee’s Taxes and Required Withholdings.

20 1.20 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the Gross
21 Settlement Amount, minus the Court-approved amounts awarded for the Class Counsel’s Attorneys’
22 Fees and Expenses, Incentive Award, Administration Expenses, and PAGA Payment.

23 1.21 **Notice Packet.** “Notice Packet” means the Notice of Class Action Settlement
24 advising Class Members of the Settlement and their options under the Settlement. Attached hereto
25 as **Exhibit A** is a true and correct copy of the Notice Packet.

26 1.22 **Opt-Out.** “Opt-Out(s)” shall mean a Class Member’s timely and valid request for
27 exclusion from the Settlement Class portion of the Settlement in accordance with the terms of this
28 Agreement and as set forth in the Notice Packet. If a Settlement Class Member validly and timely

1 opts out of the Class portion of the Settlement, to the extent the Settlement Class Member is eligible
2 as a PAGA Member, they will still receive a portion of the PAGA penalty payment allocated to the
3 PAGA Members based on the number of Pay Periods employed during the PAGA Period and will
4 release the claims alleged under PAGA.

5 1.23 **PAGA.** PAGA refers to the Labor Code Private Attorneys General Act of 2004,
6 Labor Code sections 2698, *et seq.*

7 1.24 **PAGA Member(s):** “PAGA Member(s)” means any current or formerly hourly-paid
8 employee of Defendant in California during the PAGA Period.

9 1.25 **PAGA Payment:** “PAGA Payment” shall mean allocation of Three Thousand, Nine
10 Hundred Dollars (\$3,900.00) to be paid from the Gross Settlement Amount, designated by the Parties
11 as PAGA civil penalties, seventy-five percent (75%) of which (\$2,925.00) shall be remitted to the
12 LWDA for its statutorily set portion of the PAGA penalties (“LWDA Payment”) and the remaining
13 twenty-five percent (25%) of which (\$975.00) shall be distributed to the PAGA Members on a
14 proportionate basis based on the number of Pay Periods employed during the PAGA Period.

15 1.26 **PAGA Period.** “PAGA Period” means the period from January 21, 2021 through
16 December 15, 2022, or the date of preliminary approval, whichever comes first.

17 1.27 **PAGA Released Claims.** “PAGA Released Claims” shall mean all claims, theories,
18 and causes of action alleged or that could have been alleged or otherwise raised based on the factual
19 allegations set forth in Plaintiff’s letter to the LWDA that was sent on January 21, 2022. This includes
20 claims under Labor Code sections 200 et seq., 201-204, 226(a), 226.7, 500 et seq., 510, 512, 516,
21 558, 1174, 1194 et seq., 1197, and the IWC Wage Orders for: (a) all claims for unpaid wages,
22 including overtime wages, wages due from rounding, and wages owed for off-the-clock; (b) all
23 claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d) all claims
24 for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages
25 due and owing at the time of an employee’s termination or discharge; (f) all claims for the failure to
26 issue properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices
27 under California’s Business and Professions Code based on the preceding claims. The PAGA
28 Released Claims will bind the PAGA Members even if they timely and validly opt out of the

1 Settlement Class. The scope of the PAGA Released Claims is limited to claims arising during the
2 PAGA Period.

3 1.28 **Participating Settlement Class Member(s)**. “Participating Settlement Class
4 Members” shall mean Settlement Class Members who do not timely and validly opt-out of the
5 Settlement Class in the manner set forth in this Agreement and described in the Notice Packet.

6 1.29 **Parties**. “Parties” shall mean Plaintiff (as defined below) and Defendant.

7 1.30 **Pay Periods**. “Pay Periods” means the number of pay periods a PAGA Member was
8 employed during the PAGA Period.

9 1.31 **Plaintiff**. “Plaintiff” shall mean Plaintiff Jason Torres.

10 1.32 **Preliminary Approval Date**. “Preliminary Approval Date” shall mean the date
11 upon which the Court enters an order preliminarily approving this Agreement, conditionally
12 certifying the Class, approving the Notice Packet, appointing Plaintiff as the Class Representative,
13 Plaintiff’s Counsel as Class Counsel, and CPT Group, Inc. as the Settlement Administrator, and
14 setting a Final Approval Hearing date.

15 1.33 **Released Claims**. “Released Claims” shall mean all claims, rights, demands,
16 liabilities, damages, attorneys’ fees, costs, and causes of action of every nature and description,
17 arising from any and all claims which were asserted in the Action or reasonably could have been
18 asserted based on the facts alleged in the Action, and arising during the Class Period of this
19 settlement, including statutory, constitutional or common law claims for wages, damages, unpaid
20 costs, liquidated damages, penalties, interest, attorneys’ fees, litigation costs, restitution, equitable
21 relief, or other relief under California Business & Professions Code §17200, et seq. based on the
22 following categories of allegations as set forth in the operative complaint: (a) all claims for unpaid
23 wages, including overtime wages, wages due from rounding, and wages owed for off-the-clock; (b)
24 all claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d) all claims
25 for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages
26 due and owing at the time of an employee’s termination or discharge; (f) all claims for the failure to
27 issue properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices
28 under California’s Business and Professions Code based on the preceding claims; (h) all claims for

1 any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act
2 of 2004 based on the preceding claims.

3 1.34 Released Parties. “Released Parties” shall mean Defendant and its officers,
4 directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and
5 any other successors, assigns, or legal representatives and any of Defendant’s former and present
6 parents, subsidiaries, successors, and affiliates, and their officers, directors, managers, owners,
7 executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns,
8 or legal representatives.

9 1.35 Response Deadline. “Response Deadline” shall mean forty-five (45) calendar days
10 following the date on which the Settlement Administrator first mails the Notice Packet to all
11 Settlement Class Members. Settlement Class Members who receive a remailed Notice Packet shall
12 have an additional five (5) days to postmark an Opt-Out request, object to the Agreement, or dispute
13 the information on which their Individual Settlement Payment is calculated.

14 1.36 Settlement. “Settlement” shall mean the settlement between Parties, which is
15 memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

16 1.37 Settlement Administrator. “Settlement Administrator” shall mean CPT Group,
17 Inc., the third-party settlement administrator selected by the Parties and to be approved by the Court,
18 which the Parties have agreed will be responsible for administration of the Settlement and related
19 matters. The qualifications and experience of the Settlement Administrator will be provided pursuant
20 to a declaration submitted by the Settlement Administrator that will be filed concurrently with
21 Plaintiff’s motion for preliminary approval. The Administration Expenses are estimated to not exceed
22 \$10,000.

23 1.38 Settlement Class. “Settlement Class” shall mean all current and former hourly-paid
24 employees of Defendant within the State of California at any time during the Class Period.

25 1.39 Settlement Class Member. “Settlement Class Member” means a member of the
26 Settlement Class. If the Class Member is incompetent or deceased, the individual’s legal guardian,
27 executor, heir, or successor-in-interest, may submit the proper documentation to the Administrator
28 to claim such Settlement Class Member’s Individual Settlement Payment.

1 1.40 Pay Periods Worked. “Pay Periods Worked” means any pay period during the
2 Class Period in which a Settlement Class Member worked at least one day in that pay period.

3 2. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION

4 2.1 On December 10, 2021, Plaintiff filed the Action entitled *Jason Torres v. Imperial*
5 *Parking Industries, Inc.*, Case No. 21STCV45092, in the Superior Court of California, County of
6 Los Angeles, on behalf of himself and all others similarly situated. The operative complaint in this
7 Action alleges claims including: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum
8 Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu of; (4) Failure to Provide Paid
9 Rest Periods; (5) Failure to Timely Furnish Accurate Itemized Wages Statements; (6) Violation of
10 Labor Code § 203; and (7) Unfair Business Practice (“Complaint”).

11 2.2 On January 21, 2022, Torres submitted a letter to the California Labor and Workforce
12 Development Agency alleging violations of the Private Attorneys General Act, California Labor
13 Code section 2698, et seq. (“PAGA”), alleging similar violations to those alleged in the Action (the
14 “LWDA Letter”).

15 2.3 The Parties agreed to explore the possibility of a mediation on a class wide and
16 PAGA basis. Upon agreement to attend mediation and to prepare for a meaningful and informed
17 session, Class Counsel requested, and Defense Counsel produced, time and payroll records, relevant
18 policies, and information regarding the class and the potentially aggrieved employees.

19 2.4 With sufficient discovery conducted to evaluate the viability of the claims and
20 theories alleged, and Defendant’s potential liability on class wide and PAGA bases and its defenses,
21 on September 15, 2022, the Parties participated in an all-day mediation with Joel Grossman, Esq., an
22 experienced and respected mediator of wage and hour class and PAGA actions. During mediation
23 the Parties agreed to settle the Action.

24 2.5 The Parties and their respective counsel believe this Agreement reflects a fair,
25 adequate, and reasonable settlement of the Action and have arrived at this Agreement because of
26 arm’s-length negotiations, facilitated by an experienced and neutral mediator, considering all
27 relevant factors, present and potential.

28

1 **3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF CLASS**
2 **SETTLEMENT**

3 3.1 The investigation and extensive exchange of information in this matter, as well as
4 discussions between counsel have been adequate to give and Class Counsel an understanding of the
5 merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement
6 Class. The information and data exchanged by the Parties prior to and during mediation and
7 settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions
8 and to compromise the issues on a fair and equitable basis.

9 3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy
10 proceedings necessary to prosecute the Action against Defendant through trial and through appeals.
11 Class Counsel have considered the uncertain outcome of the litigation, the risk of continued litigation
12 in complex actions such as this, as well as difficulties and delays inherent in such litigation, the
13 potential difficulty of obtaining certification of the Action, as well as trying the claims of the
14 Settlement Class. Class Counsel believe that the Settlement set forth in this Agreement confers
15 substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review
16 of this Agreement by the Court in the approval process will confirm this conclusion. Based on their
17 own independent investigation and evaluation, Class Counsel have determined that the Settlement
18 set forth in the Agreement is in the best interests of Plaintiff and the Settlement Class Members.

19 **4. NO ADMISSION OF ANY LIABILITY, CONDITIONAL CERTIFICATION AND**
20 **FILING FIRST AMENDED COMPLAINT.**

21 4.1 This Agreement represents a compromise and settlement of highly disputed claims.
22 This Agreement does not constitute, is not intended to constitute, and will not be deemed to
23 constitute, an admission of liability by Defendant as to the merits, validity, or accuracy of any of the
24 allegations or claims made against Defendant in the Action or the appropriateness of class or
25 conditional certification. Defendant denies each and all of Plaintiff's allegations in their entirety and
26 alleges that Plaintiff and all other Settlement Class Members were paid all wages owed, including
27 minimum wages and overtime wages, were properly paid all for hours worked, received proper rest
28 and meal breaks, received accurate itemized wage statements, were timely paid all wages due, and

1 Defendant did not engage in unfair business practices.

2 4.2 Nothing in this Agreement nor any action taken or made in implementation thereof,
3 nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued,
4 or used during the course of the negotiations leading to the Agreement, is intended by the Parties to,
5 nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this
6 case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as
7 evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or
8 executive order, or any obligation or duty at law or in equity. The Agreement may be used in any
9 proceeding in the Court for the interpretation, implementation, or enforcement of the Agreement or
10 any orders or judgments of the Court entered in connection therewith.

11 4.3 The Parties agree that Plaintiff's motion for preliminary approval of the Settlement
12 seeking certification of a class action and Defendant's agreement thereto is for purposes of the
13 Settlement only. Solely for the purpose of this Agreement, including effectuating its terms, the
14 Parties stipulate to conditional certification of the Settlement Class. If, for any reason, the Settlement
15 is not approved, the stipulation for certification will have no force or effect. The Parties agree that
16 certification for purposes of the Settlement is in no way an admission that class certification or
17 conditional certification of a collective action is proper under the standard applied to contested
18 certification motions and that this Agreement will not be admissible in this or any other proceeding
19 as evidence that: (a) a class or representative action should be certified as Plaintiff proposed; or (b)
20 Defendant is liable to Plaintiff or the Settlement Class Members as Plaintiff alleged. Further, neither
21 this Agreement nor the Court's actions regarding this Agreement will be admissible in any court or
22 other tribunal regarding the propriety of class certification for purposes other than the settlement of
23 this Action. If this Agreement is not approved by the Court or any appellate court, is terminated, or
24 otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected
25 in any way any of its objections or defenses in the Action, including, but not limited to, its ability to
26 move to compel arbitration, raise defenses in opposition to certification, contest the merits of the
27 claims and theories alleged, etc.

28 4.4 The Parties further agree that for settlement purposes only, Plaintiff will file a First

1 Amended Complaint to add a claim for violation of PAGA based on all the claims and theories of
2 liability raised in the LWDA Letter and all PAGA claims that could be raised based on the claims
3 and theories of liability alleged in the Action. If this Agreement is not approved by the Court or any
4 appellate court, is terminated, or otherwise fails to be enforceable, Defendant will not be deemed to
5 have waived, limited, or affected in any way any of its objections or defenses in the Action, including,
6 but not limited to, its ability to move to compel arbitration, raise defenses, including statute of
7 limitations, contest the merits of the claims and theories alleged, etc.

8 **5. CLASS SETTLEMENT CONSIDERATION**

9 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** Subject to
10 terms and conditions of this Agreement, and subject to Court approval, the claims of all Settlement
11 Class Members are settled for a Gross Settlement Amount of One Hundred Thirty Thousand Dollars
12 (\$130,000.00), no portion of which will revert to Defendant under any circumstances. The Gross
13 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
14 consideration for the Settlement and will be made in full and final settlement of: (a) the Released
15 Claims, (b) Class Counsel's Attorneys' Fees and Expenses, (c) Administration Expenses, (d) the
16 Incentive Award, (e) PAGA Payment, and (f) the Individual Settlement Payments to Participating
17 Settlement Class Members, and any other obligation of Defendant under this Agreement (other than
18 the Employer's Taxes).

19 5.2 **Incentive Award for Class Representative.** The Class Representative may petition
20 the Court for an Incentive Award of Five Thousand Dollars (\$5,000.00) in consideration of initiation
21 and prosecution of the Action, efforts taken on behalf of the Class, which included assisting in the
22 investigation of the claims alleged and searching for and providing crucial documents to Class
23 Counsel, for the risk of paying costs in the event this Action had been lost, and for the potential loss
24 of job opportunities because he filed this Action against a former employer. Defendant shall not
25 oppose any request by Plaintiff for an Incentive Award up to such an amount. Any Incentive Award
26 approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in
27 addition to any distribution or Individual Settlement Payment to which he may otherwise be entitled
28 as a Settlement Class Member. The Incentive Award shall not be considered wages, and the

1 Settlement Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff
2 shall be solely responsible for the payment of any and all taxes with respect to her Incentive Award.
3 Any reduction in the Incentive Award shall be added to the Net Settlement Amount.

4 5.3 Payments to Participating Settlement Class Members. Each Participating
5 Settlement Class Member shall be eligible to receive an Individual Settlement Payment based on
6 their tenure, *i.e.*, the number of Pay Periods Worked during the Class Period, in relation to the number
7 of Pay Periods Worked by all Participating Class Members. The Individual Settlement Payment will
8 be subject to the Employee Taxes and Required Withholdings. Plaintiff and Participating Settlement
9 Class Members who receive an Individual Settlement Payment pursuant to this Agreement shall be
10 solely responsible for any and all other individual tax obligations associated the payment.

11 5.4 Allocation of Individual Settlement Payment. The Parties agreement that the
12 Individual Settlement Payment shall be allocated as follows: (a) twenty percent (20%) to wages and
13 reported on an IRS W-2 basis; (b) thirty percent (30%) to interest to be reported on an IRS form
14 1099; and (c) fifty percent (50%) to penalties to be reported on an IRS form 1099. PAGA Members'
15 portion of the PAGA Payment will be allocated one hundred percent (100%) penalties to be reported
16 on an IRS form 1099. Defendant agrees to pay the Employer's Taxes on that portion of Individual
17 Settlement Payment allocated to W-2 wages, which will be computed and paid by the Administrator,
18 but funded separately and in addition to the Gross Settlement Amount.

19 5.5 No Effect on Employee Benefits. Neither the Settlement nor any amounts paid
20 under the Settlement will modify any previously credited hours, days, or weeks or service under any
21 employee benefit plan, policy or bonus program sponsored by Defendant (or its affiliates). Such
22 amounts will not form the basis for additional contributions to, benefit under, or any other monetary
23 entitlement under Defendant's sponsored benefit plans, policies, or bonus programs, if any. The
24 payments made under the terms of this Settlement shall not be applied retroactively, currently, or on
25 a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes
26 of any of Defendant's benefit plans, policies or bonus programs, if any. Defendant retains the right
27 to modify the language of its benefits plans, policies and bonus programs to effect this intent and to
28 make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks

1 paid,” “weeks of service,” or any similar measuring term as defined by applicable plans, policies and
2 bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that
3 additional contributions or benefits are not required by this Agreement. Defendant does not consider
4 the Individual Settlement Payments “compensation” for purposes of determining eligibility for, or
5 benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program
6 sponsored by Defendant (or its affiliates), if any.

7 5.6 **Class Counsel Attorneys’ Fees and Expenses.** As part of the motion for final
8 approval of the Settlement, Class Counsel may submit an application for an award of Class Counsel’s
9 Attorneys’ Fees and Expenses with the fee portion not to exceed one-third (1/3) of the Gross
10 Settlement Amount, or Forty Three Thousand, Three Hundred Thirty Three Dollars and Thirty Three
11 Cents (\$43,333.33), and the award of actual documented costs or expenses not to exceed Fifteen
12 Thousand Dollars (\$15,000). Defendant agrees not to object to any such fee, cost, or expense
13 application up to those amounts. As a condition of this Settlement, Class Counsel has agreed to
14 pursue fees only in the manner reflected by this Section. Any Class Counsel Attorneys’ Fee and
15 Expenses awarded by the Court shall be paid from the Gross Settlement Amount. If the Class Counsel
16 voluntarily reduces the request for Class Counsel’s Attorneys’ Fees and Expenses or the Court’s
17 award is less than set forth above, the difference shall remain with the Net Settlement Amount.

18 The Class Counsel’s Attorneys’ Fees and Expenses approved by the Court shall encompass:
19 (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney
20 purporting to represent the Settlement Class through the date of this Agreement; (b) all work to be
21 performed and costs to be incurred in connection with approval by the Court of the Settlement set
22 forth in this Agreement; (c) all work to be performed and costs and expenses, if any, incurred in
23 connection with administering the Class Settlement through the Effective Date; and (d) may be based
24 on the Catalyst Theory and/or Common Fund Doctrine.

25 5.7 **Payment of Class Counsel’s Attorneys’ Fees and Expenses.** Class Counsel’s
26 Attorneys’ Fees and Expenses as awarded by the Court shall be paid by the Settlement Administrator
27 from the Gross Settlement Amount within thirty (30) calendar days of the Effective Date.

28

1 **6. ADMINISTRATION COSTS AND EXPENSES**

2 6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses due
3 to the Settlement Administrator in connection with its administration of the Settlement described in
4 the Agreement, including, but not limited to: (a) translating, formatting, and mailing the Notice
5 Packet by first class U.S. Mail; (b) performing a National Change of Address Database ("NCOA")
6 search to update Settlement Class Members' addresses prior to the initial mailing of the Notice
7 Packets; (c) performing skip-traces to locate and update Settlement Class Members' address on the
8 return of undelivered Notice Packets; (d) establishing a toll-free number and post office box for the
9 receipt of Class Member communications; (e) processing Opt-Out requests (and sending those to
10 counsel for Defendant), objections, and disputes; (f) calculating and distributing Individual
11 Settlement Payments to Participating Settlement Class Members and the portion of the PAGA
12 Payment to PAGA Members; (g) tax reporting; (h) providing the Parties' counsel weekly status
13 reports and declarations as needed and requested by the Parties or by the Court; (i) creating and
14 maintaining a static website to provide Settlement Class Members notice of any change to the date
15 or location of the hearings and notice of final judgment; and (j) performing other tasks as reflected
16 within this Agreement. The Settlement Administrator, upon request, will send any Opt-Out forms
17 received to Defense Counsel only. The Administration Expenses shall be paid by the Settlement
18 Administrator to the Settlement Administrator from the Gross Settlement Amount within thirty (30)
19 calendar days of the Effective Date.

20 **7. NOTICE TO CLASS MEMBERS**

21 7.1 **Notice to Class Members.** Within twenty (20) calendar days of Preliminary
22 Approval of the Settlement, Defendant shall electronically transmit the Class List and Data to the
23 Settlement Administrator. This information will not be shared with and/or provided to Class Counsel
24 in any way. This confidentiality provision is in the best interest of the Settlement Class because it
25 will reduce the likelihood of Settlement Class Members' personal information being leaked, thereby
26 exposing them to identity theft. This confidentiality provision will not impede Class Counsel's ability
27 to discharge their fiduciary duties.

28 Within ten (10) calendar days of receipt of the Class List and Data from Defendant and after

1 the Settlement Administrator performs an NCOA search to update Settlement Class Members'
2 addresses, the Settlement Administrator will mail by first-class U.S. Mail the Notice Packet. The
3 exterior of the mailing envelope shall include the words below the Administrator's address, the
4 following:

5 **IMPORTANT LEGAL DOCUMENT:**
6 **You may get Money from a Class Action**
7 **Settlement; your prompt reply to correct a**
8 **outdated address may be required.**

8 The Notice Packet will inform Settlement Class Members of the nature of the Action, the
9 allegations made, the claims being settled, and releases to be given, the employment information on
10 which their Individual Settlement Payment will be calculated, of the estimated amount of their
11 Individual Settlement Payment, and of their right to request exclusion, to object, and to dispute the
12 information on which their payments will be paid and the deadline for doing any of these acts. The
13 Notice Packet will also inform Settlement Class Members of the date, time, and place set for the
14 Final Approval and Fairness Hearing and will advise them that they may appear at the Final Approval
15 and Fairness Hearing without first submitting a written objection.

16 7.2 **Returned Notice Packet.** If a Notice Packet is returned to the Settlement
17 Administrator with a forwarding address affixed to the front, the Settlement Administrator will
18 resend the Notice Packet to the forwarding address affixed thereto. If a Notice Packet is returned
19 because of an incorrect mailing address, without a forwarding address affixed, the Settlement
20 Administrator will promptly, and not longer than three (3) days of receipt of the returned Notice
21 Packet, search for a more current address by way of skip-trace using the Settlement Class Member's
22 Social Security Number, and remail the Notice Packet to the Settlement Class Member if an updated
23 address is located. The Settlement Administrator will be responsible for taking reasonable steps,
24 consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties
25 to trace the mailing address of any Settlement Class Member for whom a Notice Packet is returned
26 by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum: (a)
27 the tracking of all undelivered mail; (b) performing address searches for all mail returned without a
28 forwarding address; and (c) promptly remailing to Settlement Class Members for whom new

1 addresses are found. If the Notice Packet is remailed, the Administrator will note for its own records
2 and notify to Counsel for the Parties of the date of each such re-mailing as part of a weekly status
3 report provided to the Parties. Settlement Class Members who receive a remailed Notice Packet shall
4 have an additional (5) days to postmark an Opt-Out request, object to the Agreement, or dispute the
5 information on which their Individual Settlement Payment is calculated.

6 7.3 **Disputing Information.** Settlement Class Members may dispute the information on
7 which their Individual Settlement Payment are calculated by returning a written statement to the
8 Settlement Administrator postmarked by the Response Deadline in the manner described in the
9 Notice Packet. The Settlement Class Member must provide information, documents, or other
10 evidence supporting his or her position.

11 Upon the timely receipt of a dispute, the Settlement Administrator will notify Defense
12 Counsel in writing (email constitutes a writing for this purpose) of the dispute. Defendant's records
13 will be presumed determinative, absent information, documents, or other evidence to rebut
14 Defendant's records, but the Settlement Administrator will evaluate the information submitted by the
15 Class Member and decide as to the validity of such evidence.

16 7.4 **Opt-Out Requests.** The Notice Packet will provide that Settlement Class Members
17 who wish to exclude themselves from the Settlement Class and Settlement must mail to the
18 Settlement Administrator a written request for exclusion postmarked by the Response Deadline (and
19 pursuant to the terms of the Response Deadline). The date of mailing on the envelope shall be deemed
20 the exclusive means for determining if a request for exclusion was timely received.

21 (i) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
22 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion
23 not later than 45 days after the Administrator mails the Class Notice (plus an additional
24 [5] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
25 is a letter from a Class Member or his/her representative that reasonably communicates
26 the Class Member's election to be excluded from the Settlement and includes the Class
27 Member's name, address and email address or telephone number. To be valid, a Request
28 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

1 (ii) The Administrator may not reject a Request for Exclusion as invalid because it fails to
2 contain all the information specified in the Class Notice. The Administrator shall accept any
3 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
4 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
5 determination shall be final and not appealable or otherwise susceptible to challenge. If the
6 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
7 may demand additional proof of the Class Member's identity. The Administrator's determination
8 of authenticity shall be final and not appealable or otherwise susceptible to challenge

9 (iii) Every Class Member who does not submit a timely and valid Request for Exclusion is
10 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
11 bound by all terms and conditions of the Settlement, including the Participating Class Members'
12 Releases under Paragraph 6.2 of this Agreement, regardless whether the Participating Class
13 Member actually receives the Class Notice or objects to the Settlement.

14 (iv) Every Class Member who submits a valid and timely Request for Exclusion is a Non-
15 Participating Class Member and shall not receive an Individual Class Payment or have the right to
16 object to the class action components of the Settlement.

17 7.5 **Objections to Settlement.** The Notice Packet will provide instructions and the
18 manner for submitting written objections to the Settlement and will indicate that only Participating
19 Settlement Class Members may object to the Settlement.

20 . Either or both Parties may file a response to any objection before the Final Approval
21 Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed
22 a written objection must file a notice of appearance with the Court and serve Class Counsel and
23 Defense Counsel with this notice by the Response Deadline. Any Settlement Class Member who fails
24 to submit a timely written objection or to present an objection at the Final Approval Hearing shall be
25 deemed to have waived any objections and shall be foreclosed from making any objection to the
26 Settlement whether by appeal or otherwise. Settlement Class Members are not required to submit
27 written objections to be heard at the Final Approval Hearing.

28 7.6 **Report.** No later than five (5) business days after the deadline for submission of

1 Opt-Out / Objection requests, the Administrator will provide Class Counsel and Defense Counsel
2 with a complete and accurate count of Participating Settlement Class Members and Opt-Outs in a
3 signed declaration.

4 **8. FUNDING AND DISTRIBUTION**

5 **8.1 Funding of the Gross Settlement Amount and the Employer's Taxes.** The
6 Settlement Administrator will calculate the Employer's Taxes and inform Defendant of the total
7 amount of the Employer's Taxes due. The Administrator shall also provide Defendant with its bank
8 wire instructions to establish the Qualified Settlement Fund ("QSF").

9 Within fifteen calendar (15) days of the Effective Date, Defendant shall transmit the Gross
10 Settlement Amount of One Hundred Thirty Thousand Dollars (\$130,000.00) and the Employer's
11 Taxes to the Settlement Administrator to pay: (a) the Class Counsel's Attorneys' Fees and Expenses,
12 as approved by the Court; (b) the Incentive Award, as approved by the Court; (c) the Administrative
13 Expenses, as approved by the Court; (4) the PAGA Payment, as approved by the Court; and (5) the
14 remaining Net Settlement Amount to be distributed entirely to Participating Class Members on a
15 proportionate basis. To the extent Participating Settlement Class Members worked during the PAGA
16 Period, they will receive a proportionate share of the PAGA Payment available to PAGA Members
17 (\$975.00). Defendant shall not be obligated to pay more than One Hundred Thirty Thousand Dollars
18 (\$130,000.00) plus the Employer's Taxes in connection with this Settlement.

19 Defendant estimates that there are approximately 130 Class Members and 96 PAGA Group
20 Members. If it is determined that the number of Class Members or PAGA Group Members as of the
21 Preliminary Approval Hearing, or December 15, 2022, whichever is first, exceeds 130 or 96,
22 respectively, by ten percent (10%) or higher, Plaintiff may request a pro rata increase in the
23 Maximum Settlement Amount. If Defendant refuses to a pro rata increase in the Maximum
24 Settlement Amount, Plaintiff may void the Settlement before final approval of the Settlement. If
25 Defendant refuses to such pro rata increase then Defendant will be required to pay all Settlement
26 Administrator expenses to date.

27 **8.2 Distribution of the Gross Settlement Amount.** Within thirty (30) calendar days of
28 the Effective Date, the Administrator will calculate and pay to Participating Settlement Class

1 Members their Individual Settlement Payments via first-class regular U.S. Mail. Within thirty (30)
2 calendar days of the Effective Date, the Administrator will pay to Plaintiff the Court-awarded Class
3 Representative Incentive Award; to Class Counsel the Court-awarded Class Counsel's Attorneys'
4 Fees and Expenses; to the PAGA Members and LWDA the Court-approved PAGA Payment; and to
5 the Administrator the Court-awarded Administration Expenses.

6 8.3 **Calculation of the Individual Settlement Payments.** Participating Class Members
7 will receive a pro-rated share of the NSA based on the total number of Pay Periods Worked as a
8 Settlement Class Member any time during the Class Period, in relation to the aggregate number of
9 Pay Periods Worked by all Participating Settlement Class Members, based on the following formula:

$$\text{Individual Settlement Payment} = \text{NSA} \times \left(\frac{\text{Individual's Number of Pay Periods Worked}}{\text{Aggregate Pay Periods Worked by all Participating Settlement Class Members During the Class Period}} \right)$$

12
13 The estimated amount of the Settlement Class Member's Individual Settlement Payment will
14 be calculated by the Settlement Administrator and inserted in the Settlement Class Member's
15 individual Notice Packet, together with their aggregate number of Pay Periods Worked during the
16 Class Period and the number of pay periods employed during the PAGA Period. If a Settlement Class
17 Member is also a PAGA Member, they will also receive a proportionate share of Nine Hundred
18 Seventy Five Dollars (\$975.00) (25% of the PAGA Payment), in addition to the Individual Settlement
19 Payment, based on the following formula:

$$\text{individual PAGA payment} = \$975 \times \left(\frac{\text{Individual's Number of Pay Periods Worked}}{\text{Aggregate Pay Periods Worked by all PAGA Members During the PAGA Period}} \right)$$

22 Defendant shall have no responsibility for deciding the accuracy of the Individual Settlement
23 Payments or any other payments made pursuant to this Agreement. Furthermore, as the Settlement
24 Administrator shall calculate the Employer's Taxes and Required Withholdings, and reporting such
25 amounts to the appropriate governmental authorities, Defendant shall have no responsibility for the
26 determination or payment of Employee's Taxes and Required Withholdings. The Notice Packet will
27 inform Settlement Class Members that they will be solely responsible for any and all tax obligation
28 associated with their respective Individual Settlement Payments.

1 8.4 Time for Payment of Taxes and Required Withholding and Individual
2 Settlement Payments. The Settlement Administrator shall make every effort to pay the Employee's
3 Taxes and the Required Withholding associated with each Participating Settlement Class Member's
4 Individual Settlement Payment as required by law upon the mailing of the Participating Settlement
5 Class Member's Individual Settlement Payments. If the Settlement Administrator is not able to do so
6 within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and
7 provide an approximate date by which Employee's Taxes and Required Withholding shall be paid.

8 8.5 Non-Cashed Settlement Checks. Participating Settlement Class Member shall have
9 one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after
10 one hundred eighty (180) days will be sent to the Controller of the State of California to be held
11 pursuant to the Unclaimed Property Law, California Civil Code sections 1500, *et seq.*, for the benefit
12 of those Settlement Class Members whose checks were voided.

13 8.6 Time for Payment of PAGA Payment to the LWDA. The Settlement
14 Administrator shall distribute to the LWDA the PAGA Payment approved by the Court no later than
15 thirty (30) calendar days after the Effective Date.

16 **9. NULLIFICATION OF THIS AGREEMENT**

17 9.1 Non-Approval of the Agreement. If (a) the Court should for any reason fail to
18 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
19 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed,
20 modified or declared or rendered void, then the Settlement and conditional class certification shall
21 be considered null and void, and neither the Settlement, conditional class certification, nor any of the
22 related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement
23 shall stand in the same position, without prejudice, as if the Settlement has been neither entered into
24 nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure
25 any perceived defects in the Agreement to facilitate approval. If the Court awards less than the
26 requested amounts for Administration Expenses, Class Counsel's Attorneys' Fees and Expenses,
27 Incentive Award, or PAGA Payment, the difference shall become part of the Net Settlement Amount.

28 9.2 Parties' Right to Void Class Settlement. If ten percent (10%) or more of the

1 Settlement Class Members opt out, Defendant may, at its election, rescind the Settlement and all
2 actions taken in its furtherance of it will be thereby null and void. Defendant must exercise this right
3 of rescission, in writing, to Class Counsel, within twenty-one (21) calendar days after the
4 Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised,
5 Defendant shall be responsible for all costs of the administration accrued to that point.

6 Defendant also has the right to withdraw from the Settlement if the Court: (1) does not
7 approve the material terms set forth in this Agreement after efforts to satisfy the Court's concerns
8 are made by the Parties; (2) does not conditionally certify the Settlement Class; (3) does not
9 conditionally certify a class releasing the Released Claims; or (4) does not grant final approval of the
10 Settlement or enter Judgment. If this occurs, the Parties will be restored to their positions as of the
11 date prior to the Agreement being fully executed, and they shall be equally responsible for all costs
12 of Administration accrued to that point.

13 9.3 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate
14 the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining
15 provisions of the Settlement are to remain in full force and effect.

16 9.4 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
17 Settlement and Judgment, the Judgment shall be stayed, and Defendant shall not be obligated to fund
18 the Gross Settlement Amount or take any other actions required by this Agreement until all appeal
19 rights have been exhausted by operation of law.

20 **10. MOTION FOR COURT APPROVAL**

21 10.1 **Preliminary Approval.** Class Counsel will submit this Agreement to the Court
22 along with a Motion for Order Granting Preliminary Approval of the Settlement. Each Party shall
23 cooperate to present the Settlement to the Court for preliminary approval in a timely fashion. Prior
24 to the filing of the Preliminary Approval Motion, Class Counsel will provide the Preliminary
25 Approval Motion to Defendant for review and comment.

26 10.2 **Final Approval.** Following the close of the Response Deadline, and upon a date set
27 by the Court as set forth in the Order Granting Preliminary Approval, Plaintiff shall move the Court
28 for the entry of the final order certifying the Class for settlement purposes only and approving the

1 Settlement as being fair, reasonable and adequate to the Participating Settlement Class Members
2 within the meaning of California Rules of Court, Rule 3.769(c), (d) and (e) and for the entry of a
3 final judgment of the Action consistent with the terms of the Class Settlement and California Rule of
4 Court 3.769(h). Class Counsel and/or Defense Counsel shall submit to the Court such pleadings
5 and/or evidence as may be required for the Court’s consideration in ruling on the motion.

6 **11. RELEASES AND WAIVERS**

7 **11.1 Release of Claims by Plaintiff and the Participating Class Members.**

8 Upon the funding of the Gross Settlement Amount, each Settlement Class Member who has
9 not submitted a timely request to Opt-Out and Plaintiff will be bound by the Judgment entered and
10 will release the Released Parties, and each of them, of and from any and all Released Claims for the
11 Class Period. It is the desire of the Parties and the Settlement Class Members to fully, finally, and
12 forever settle, compromise, and discharge the Released Claims during the Class Period. Each
13 Settlement Class Member, except those who timely Opt-Out, will be bound to the release of Released
14 Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction
15 of such judgment.

16 Settlement Class Members who do not opt out will be deemed to have acknowledged and
17 agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual
18 Settlement Payment constitutes payment of all sums allegedly due to them. Class Members will be
19 deemed to have acknowledged and agreed that Labor Code Section 206.5 is not applicable to the
20 Individual Settlement Payment. That section provides in pertinent part as follows:

21 **“An employer shall not require the execution of a release of a**
22 **claim or right on account of wages due, or to become due, or**
23 **made as an advance on wages to be earned, unless payment of**
24 **those wages has been made.”**

25 **11.2 Release by the LWDA, Plaintiff, and PAGA Members.** Upon the funding of the
26 Gross Settlement Amount, the LWDA, Plaintiff, and the PAGA Members shall be deemed to have
27 released the Released Parties, and each of them, of and from any and all PAGA Released Claims
28 during the PAGA Period.

1 11.3 Release of Claims by Plaintiff. Plaintiff, on behalf of himself and his heirs,
2 executors, administrators, and representatives, shall and does forever release, discharge and agrees
3 to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,
4 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
5 demands, costs, losses, debt and expenses (including attorney fees and costs), known or unknown, at
6 law or in equity, which they may now have or may have after the signing of this Stipulation, arising
7 out of or in any way connected with their employment with or assignment at Defendant including,
8 the Released Claims, claims that were asserted or could have been asserted in the Complaint, Action,
9 and any and all transactions, occurrences, or matters between the Parties. Without limiting the
10 generality of the foregoing, this release shall include, but not be limited to, any and all claims under
11 the (a) Americans with Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964,
12 as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age
13 Discrimination in Employment Act, as amended; (f) the Fair Standards Act, as amended; (g) the
14 Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated
15 Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical
16 Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act;
17 (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code;
18 (q) the California Civil Code; and (r) any and all other federal, state and local statutes, ordinances,
19 regulations, rules and other laws, and any and all claims based on constitutional, statutory, common
20 law or regulatory grounds as well as any other claims based on the theories of wrongful or
21 constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory
22 estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other
23 federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all
24 relief, no matter how denominated, including, but not limited to, overtime, wages, back pay, front
25 pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive
26 damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiffs hereby forever
27 release, discharge and agree to hold harmless Defendant and the Released Parties from any and all
28 claims for attorney fees and costs arising out of the matters released in this Stipulation.

1 Plaintiff acknowledges that he is aware and familiar with the provisions of section
2 1542 of the Civil Code, or any other similar provision under federal or state law, which provides:

3 **A general release does not extend to claims which the creditor or**
4 **releasing party does not know or suspect to exist in his or her**
5 **favor at the time of executing the release and that, if known by**
6 **him or her, would have materially affected his or her settlement**
7 **with the debtor or released party.**

8 Plaintiff, being aware of section 1542, hereby expressly waives and relinquishes all rights
9 and benefits he may have under section 1542 as well as any other statutes or common law principles
10 of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which
11 he now knows or believes to be true with respect to the subject matter of all the claims referenced
12 herein, but stipulates and agrees that, upon the funding of the Gross Settlement Amount, Plaintiff
13 shall and hereby does fully, and forever settle and release any and all claims against the Released
14 Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were
15 asserted or could have been asserted upon any theory of law or equity without regard to the
16 subsequent discovery existence of such different or additional facts.

17 **12. DUTIES OF THE PARTIES**

18 12.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
19 accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be
20 limited to, execution of such other documents and the taking of such other actions as may reasonably
21 be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including
22 all effects contemplated by this Agreement and any other efforts that may become necessary by Court
23 order or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution
24 of this Agreement, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall
25 take all necessary and reasonable steps to secure the Court’s final approval of this Agreement.

26 12.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all the
27 terms of the Settlement in good faith and to support the Class Settlement fully and to use their best
28 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

1 **13. MISCELLANEOUS PROVISIONS**

2 13.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for
3 matters expressly represented herein, the facts in relation to the dispute and all claims released by the
4 terms of this Agreement may turn out to be other than or different from the facts now known by each
5 party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore
6 expressly assumes the risk of the existence of different or presently unknown facts, and agrees that
7 this Agreement shall be in all respects effective and binding despite such difference.

8 13.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have
9 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
11 or right herein released and discharged except as set forth herein.

12 13.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to be
13 an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other
14 Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or
15 wrongdoing toward each other or any other person. Each of the Parties has entered into this
16 Agreement with the intention to avoid further disputes and litigation with the attendant
17 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by
18 Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing
19 herein shall constitute any admission by Defendant regarding the merits of the Claims in this Action,
20 including but not limited to claims for unpaid wages under California and/or federal law. Nothing
21 herein shall constitute an admission by Defendant that the Action was properly brought as a class or
22 representative action other than for settlement purposes. To the contrary, Defendant has denied and
23 continues to deny each and every material factual allegation and all Claims. To this end, the
24 Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or
25 documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall
26 not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability
27 on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the
28 Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of

1 any fault or omission on the part of Defendant in any civil, criminal or administrative proceeding in
2 any court, administrative agency or other tribunal.

3 13.4 **Media or Press.** Plaintiff and Defendant, and their respective counsel, agree to limit
4 public comment on this Class Settlement, the Action, and claims in the Action, stating that the matter
5 has been resolved to the satisfaction of the Parties. Neither Plaintiff or Defendant shall initiate public
6 comment and/or discuss with or present to the media or press.

7 13.5 **Non-Retaliation.** Defendant understands and acknowledges that it has a legal
8 obligation not to retaliate against any Settlement Class Member who elects to participate in the
9 Settlement or elects to Opt-Out of the Class. Defendant will refer any inquiries regarding this
10 Settlement to the Administrator or to Class Counsel and will not discourage, directly or indirectly,
11 Class Members from opting out or objecting to the Settlement.

12 13.6 **Construction.** The Parties hereto agree that the terms and conditions of this
13 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
14 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
15 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
16 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
17 extended to the next business day.

18 13.7 **Governing Law.** This Agreement is intended to and shall be governed by the laws
19 of the State of California, without regard to conflict of law principles, in all respects, including
20 execution, interpretation, performance, and enforcement.

21 13.8 **Notices.** Except for the mailing of the Notice Packet to Settlement Class Members
22 by the Administrator, any and all notices or other communications required or permitted under this
23 Agreement shall be in writing and shall be sufficiently given if delivered in person to the Party or
24 their counsel by U.S. certified mail, postage pre-paid, e-mail, facsimile, or overnight delivery
25 addressed to the address of the Party appearing in this Agreement.

26 13.9 **Captions and Interpretations.** Section titles or captions contained herein are
27 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
28 describe the scope of this Agreement or any provision thereof.

1 13.10 **Modification.** This Agreement may not be changed, altered, or modified, except in
2 writing signed by the Parties and approved by the Court. This Agreement may not be discharged
3 except by performance in accordance with its terms or by a writing signed by the Parties.

4 13.11 **Integration Clause.** This Agreement contains the entire agreement between the
5 Parties relating to the Settlement of the Action and the transactions contemplated thereby, and all
6 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
7 or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights
8 under this Agreement may be waived except in writing as provided above.

9 13.12 **Successors and Assigns.** This Agreement shall be binding upon and inure to the
10 benefit of the Parties and Settlement Class Members (excluding only persons who timely opt-out)
11 and their respective present and former heirs, trustees, executors, administrators, representatives,
12 officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors,
13 advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries,
14 affiliates, related companies, joint ventures, predecessors, successors, and assigns.

15 13.13 **Corporate Signatories.** Any person executing this Agreement or any such related
16 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
17 promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
18 corporation or partnership to execute this Agreement or any such related document.

19 13.14 **Execution in Counterparts.** This Agreement shall become effective upon its
20 execution by all the undersigned. The Parties may execute this Agreement in counterparts, and
21 execution of counterparts shall have the same force and effect as if all Parties had signed the same
22 instrument.

23 13.15 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically provided
24 for herein, each Party shall bear their or its own attorneys' fees, costs, and expenses, taxable or
25 otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof
26 from any other Party to this Agreement.


27 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on
28 the date below their signatures of their representatives. The date of the Agreement shall be the date

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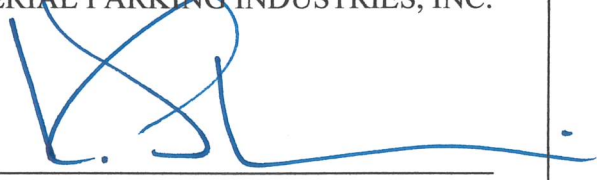
of the latest signature.

November 30, 2022

CDF LABOR LAW LLP

By: 
Marie DiSante, Counsel for Defendant
IMPERIAL PARKING INDUSTRIES, INC.

November 30, 2022

By: 
Kia Shakoori, on behalf of Defendant
IMPERIAL PARKING INDUSTRIES, INC.

November __, 2022

KOKOZIAN LAW FIRM, APC

By: _____
Bruce Kokozyan
Alex DiBona
Kokozyan Law Firm, APC
Counsel for Plaintiff JASON TORRES

November __, 2022

By: _____
Jason Torres, Plaintiff

1 of the latest signature.

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5 November __, 2022

CDF LABOR LAW LLP

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By: _____
Marie DiSante, Counsel for Defendant
IMPERIAL PARKING INDUSTRIES, INC.

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12 November __, 2022

By: _____
Kia Shakoori, on behalf of Defendant
IMPERIAL PARKING INDUSTRIES, INC.

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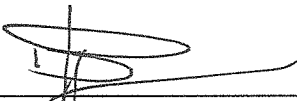
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14 November ²⁹ __, 2022

KOKOZIAN LAW FIRM, APC

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By:  _____
Bruce Kokezian
Alex DiBona
Kokozian Law Firm, APC
Counsel for Plaintiff JASON TORRES


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20 11/29/2022

21 November __, 2022

By:  _____
Jason Torres, Plaintiff

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Exhibit “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Jason Torres v. Imperial Parking Industries, Inc.
Los Angeles Superior Court Case Number 21STCV45092*

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an class action lawsuit (“Action”) against Imperial Parking Industries, Inc. (“IPI”) for alleged wage and hour violations. The Action was filed by a former IPI employee Jason Torres (“Plaintiff”) and seeks payment of (1) overtime wages (2) minimum wages (3) meal period penalties (4) rest period penalties (5) wage statement penalties (6) waiting time penalties (7) penalties under the Private Attorney General Act of 2004 for a class of all current and former hourly-paid employees (“Class Members”) who worked for IPI during the Class Period (December 10, 2017 through December 15, 2022); and penalties under the California Private Attorney General Act (“PAGA”) for any current or former hourly-paid employees who worked for IPI during the PAGA Period (January 21, 2021 through December 15, 2022).

The proposed Settlement has two main parts: (1) a Class Settlement requiring IPI to fund Individual Class Payments, and (2) a PAGA Settlement requiring IPI to fund Individual PAGA Payments and penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on IPI’s records **your Individual Class Payment is estimated to be \$___ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to IPI’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on IPI’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires IPI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against IPI.

If you worked for IPI during the Class Period and/or the PAGA Period, you have two basic

options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against IPI.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against IPI, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **IPI will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and/or an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against IPI that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See Section 6</i> of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. IPI must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by</p> <p>_____</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by</p> <p>_____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to IMPERIAL’s records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. <i>See</i> Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former IPI employee. The Action alleges that IPI violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Kokozyan Law Firm, APC (“Class Counsel.”)

IPI vigorously denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether IPI or Plaintiff is correct on the merits. Plaintiff and IPI hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and IPI have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, IPI does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) IPI has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- 1. IPI Will Pay \$130,000 as the Gross Settlement Amount (Gross Settlement).** IPI has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, IPI will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- 2. Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions

from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$43,333.33 (1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,000 to the Administrator for services administering the Settlement.
- D. Up to \$3,900 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and IPI are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion"), 30% to interest ("Interest Portion"), and 50% to penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. IPI will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Interest and Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and IPI have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund

for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days after the Administrator mails the Class Notice (plus an additional [5] days for Class Members whose Class Notice is re-mailed, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against IPI.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against IPI.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and IPI have agreed that, in either case, the Settlement will be void: IPI will not pay any money and Class Members will not release any claims against IPI.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and IPI has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against IPI or related entities for wages during Class Period and PAGA penalties during the PAGA Period.

The Participating Class Members will be bound by the following release: "Released Claims" shall mean all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or reasonably could have been asserted based on the facts alleged in the Action, and arising during the Class Period of this settlement, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or

other relief under California Business & Professions Code §17200, et seq. based on the following categories of allegations as set forth in the operative complaint: (a) all claims for unpaid wages, including overtime wages, wages due from rounding, and wages owed for off-the-clock; (b) all claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d) all claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages due and owing at the time of an employee's termination or discharge; (f) all claims for the failure to issue properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices under California's Business and Professions Code based on the preceding claims; (h) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 based on the preceding claims.

10. Aggrieved Employees' PAGA Release: After the Court's judgment is final, and IPI has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against IPI, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against IPI or its related entities .

The PAGA members will be bound by the following release: "PAGA Released Claims" shall mean all claims, theories, and causes of action alleged or that could have been alleged or otherwise raised based on the factual allegations set forth in Plaintiff's letter to the LWDA that was sent on January 21, 2022. This includes claims under Labor Code sections 200 et seq., 201-204, 226(a), 226.7, 500 et seq., 510, 512, 516, 558, 1174, 1194 et seq., 1197, and the IWC Wage Orders for: (a) all claims for unpaid wages, including overtime wages, wages due from rounding, and wages owed for off-the-clock; (b) all claims for unpaid minimum wages; (c) all claims for failure to provide meal periods; (d) all claims for failure to authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages due and owing at the time of an employee's termination or discharge; (f) all claims for the failure to issue properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices under California's Business and Professions Code based on the preceding claims. The PAGA Released Claims will bind the PAGA Members even if they timely and validly opt out of the Settlement Class. The scope of the PAGA Released Claims is limited to claims arising during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. PAGA Members Payments. The Administrator will calculate the individual PAGA payment through the following formula $\$975 \times \text{Individual's Number of Pay Periods Worked} \div \text{Aggregate Pay Periods Worked by all PAGA Members During the PAGA Period}$

3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in IPI's records, are stated in the first page of this Notice. You have until not later than 45 days after the Administrator mails the Class Notice (plus an additional [5] days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept IPI's calculation of Workweeks based on IPI's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and IPI's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Jason Torres v. Imperial Parking Industries, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by not later than 45 days after the Administrator mails the Class Notice (plus an additional [5] days for Class Members whose Class Notice is re-mailed), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and IPI are asking the Court to approve. At least 16 business days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is not later than 45 days after the Administrator mails the Class Notice (plus an additional [5] days for Class Members whose Class Notice is re-mailed).** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Jason Torres v. Imperial Parking Industries, Inc. include your name, current address, telephone number, and approximate dates of employment for IPI and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything IPI and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV45092. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Bruce Kokozian, Esq. (SBN 195723)
generaloffice@kokozianlawfirm.com
KOKOZIAN LAW FIRM, APC
10940 Wilshire Blvd., Ste. 1200
Los Angeles, CA 90024
Telephone: (323) 857-5900

Settlement Administrator:

Name of Company: CPT Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
