

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Rothchild v. California Parking Company, Inc.*  
San Francisco County Superior Court Case No. CGC-19-580801

*A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.*

IF YOU ARE OR WERE EMPLOYED BY DEFENDANT CALIFORNIA PARKING COMPANY, INC. DBA FULPAR LTD DBA FULPAR COMPANY IN CALIFORNIA AS A NON-EXEMPT (HOURLY PAID) EMPLOYEE AT ANY TIME DURING THE PERIOD OF NOVEMBER 14, 2015 THROUGH OCTOBER 31, 2020, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

### **Why should you read this Notice?**

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Rothchild v. California Parking Company, Inc.*, San Francisco County Superior Court Case No. CGC-19-580801 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Ethan P. Schulman on April 30, 2021, at 9:30 a.m. in Department 302 of the San Francisco County Superior Court, 400 McAllister Street, CA 94102, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		DEADLINE TO ACT
<b>DO NOTHING</b>	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.	There is no deadline for this action. More details regarding this action can be found under OPTION A in the section entitled “ <i>What are my options in this matter?</i> ” which starts on page 4 of this notice.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</b>	You have the option to exclude yourself from the Settlement and keep your right to pursue your own legal action against Defendant about the claims in this matter. If you choose this option, you must exclude yourself, in writing, from the Settlement. If you exclude yourself, you will <u>not</u> receive any benefits from the Settlement.	The deadline to request exclusion is April 6, 2021. More details regarding this option can be found under OPTION C in the section entitled “ <i>What are my options in this matter?</i> ” which starts on page 4 of this notice.
<b>OBJECT</b>	To object to the Settlement, you must mail or e-mail a written explanation of why you don’t like the Settlement to the Settlement Administrator. This option is available <b>only if you do <u>not</u> exclude yourself from the Settlement</b> . You must also state whether you intend to intervene in this lawsuit and become a named party to the Action.	The deadline to object is April 6, 2021. More details regarding this option can be found under OPTION B in the section entitled “ <i>What are my options in this matter?</i> ” which starts on page 4 of this notice.
<b>DISPUTE COVERED WORKWEEKS</b>	To dispute your covered workweeks, please see the instructions on the enclosed settlement allocation form.	The deadline to object is April 6, 2021. More details regarding this option can be found in the enclosed Settlement Allocation Form.

### ***Who is affected by this proposed Settlement?***

The Court has preliminarily certified, for settlement purposes only, the following class (the “Class”):

All current and former non-exempt hourly paid employees of Defendant employed in California (“Covered Positions”) during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (The “Class Period” is November 14, 2015 through October 31, 2020, or the date upon which the Court grants preliminary approval, whichever is sooner.)

According to Defendant’s records, you are a member of the Class (“Class Member”).

### ***What is this case about?***

In the Action, Plaintiff Matthew Rothchild (“Plaintiff”) alleges on behalf of herself and the Class the following causes of action: (1) Failure to Pay Minimum and Straight Time Wages [Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Lab. Code §§ 226.7]; (5) Failure to Reimburse Necessary Business Expenses [Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.]; and (9) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

### ***Who represents the class?***

The attorneys representing the class for settlement purposes only are:

Kane Moon  
Allen Feghali  
MOON & YANG, APC  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
kane.moon@moonyanglaw.com  
allen.feghali@moonyanglaw.com

The Court has conditionally appointed Moon & Yang, APC, 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017, to represent you as “Class Counsel” for settlement purposes only. You do not have to pay Class Counsel separately. The attorneys will seek compensation by asking the Court for a share of the settlement proceeds. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

### ***What are the Settlement terms?***

Subject to final Court approval, Defendant will pay \$200,000 (the “Gross Settlement Amount”) for: (a) individual Settlement Payments to participating Class Members; (b) the Court-approved Class Representative Service Award to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; (d) payment to the LWDA for civil penalties; and (e) payment to the Settlement Administrator for settlement administration services.

**Individual Settlement Payments.** After deduction from the Gross Settlement Amount for attorneys’ fees and costs, the Class Representative Service Award to Plaintiff, and claims administration costs, there will be a Net Settlement Amount. The Net Settlement Amount is estimated to be \$83,333.34, which results in an average payment of \$144.42 per Class Member. This amount will vary based on the duration of your employment during the Class Period. From this Net Settlement Amount, Defendant will make an individual Settlement Payment to each Class Member who does not request to be excluded from the Settlement (“participating Class Members”).

The Net Settlement Amount shall be divided among all participating Class Members on a pro rata basis based upon the total number of workweeks worked by each respective participating Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed on the **Settlement Payment Allocation Form** enclosed in this Notice Packet.

For tax reporting purposes, the payments to participating Class Members will be allocated 33 1/3% as wages, 33 1/3% as penalties, and 33 1/3% as interest. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of participating Class Members receiving those payments.

All checks for individual Settlement Payments paid to participating Class Members shall advise that the checks will remain valid and negotiable for **one hundred eighty (180) days from the date of the checks’ issuance and shall thereafter automatically be void if not cashed by a participating Class Member within that time.** Any monies remaining in the distribution account shall be distributed to the State of California’s Unclaimed Property Fund in the names of the Settlement Class members who failed to cash their checks. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

**Class Counsel Attorneys’ Fees and Costs, Class Representative Service Award, and Claims Administration Costs.** Class Counsel will ask the Court to award attorneys’ fees up to \$66,666.66 (one-third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$15,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$5,000.00 for Plaintiff, for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$15,000.00.

### ***What claims are being released by the proposed Settlement?***

Once the Settlement is approved and final, and in exchange for the consideration provided pursuant to the Settlement, the Named Plaintiff and each Settlement Class Member (i.e., each Settlement Class Member who does not submit a valid Exclusion Form) will release California Parking Company, Inc. dba Fulpar Ltd. dba Fulpar Company, its directors, officers, agents, and employees, and each of them (hereinafter collectively the “Released Persons”) from the claims stated in the Complaint, including claims for failure to pay overtime wages, non-provision of meal and rest periods, late payments of wages, wage statement violations, recordkeeping violations, and associated statutory and civil penalties during the Class Period. The claims released herein also

include any claim for taxes associated with any such claim, attorneys' fees and costs against any of the Released Persons arising out of the Settlement of which it is part.

The complete terms of the release can be found in paragraph 26 of the Settlement Agreement. A copy of the Settlement Agreement can be found on the settlement website at [www.phoenixclassaction.com/rothchild-v-ca-parking](http://www.phoenixclassaction.com/rothchild-v-ca-parking), or can be requested from the Settlement Administrator or the attorneys identified in this notice. You can talk to one of the lawyers listed above for free or you can talk to your own lawyer if you have questions about the released claims and what they mean.

### ***What are my options in this matter?***

You have three options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

**OPTION A. Remain in the Class.** If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above. If you choose Option A, you may also (1) object to the settlement and/or (2) dispute your number of Covered Workweeks, as explained below.

Any amount paid to participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Even if you choose to remain in the class, you may dispute the number of Covered Workweeks. Further information regarding this option can be found in the enclosed Settlement Allocation Form.

**OPTION B. Objecting to the Settlement:** If you believe the proposed Settlement is not fair, reasonable or adequate, you may object to it. To object, you may submit a written objection ("Notice of Objection") to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863 or by email at [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com). The Notice of Objection should: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; (4) be postmarked on or before **April 6, 2021** and returned to the Settlement Administrator at the address listed above; and (5) state whether you intend to formally intervene and become a party of record in the action. You are not required to file a notice of intent to appear at the final approval hearing. If you file an objection, you may, but are not required to, appear in person at the final approval hearing to object. To appear at the hearing, go to the court's website at [sfsuperiorcourt.org](http://sfsuperiorcourt.org) under 'Online Services,' navigate to 'Tentative Rulings,' and click on the link for 'Law & Motion, Department 302 Daily at 9:30 a.m.,' or dial the corresponding phone number. You can also hire an attorney at your own expense to represent you in your objection. The Parties may file responses to any Notices of Objection at least five (5) days (or some other number of days as the Court shall specify) before the final approval hearing. Any Class Member who does not timely object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by the Court. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

**OPTION C. Request to Be Excluded from the Settlement.** If you do not want to be part of the Settlement, you must submit a written “Request to be Excluded from the Settlement” to the Settlement Administrator at P.O. Box 7208, Orange, CA 92863 or by e-mail to [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com). In order to be valid, your Request to be Excluded from the Settlement must be postmarked on or before **April 6, 2021** and state as follows or in substantially similar terms:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE ROTHCHILD V. CALIFORNIA PARKING COMPANY, INC. CLASS ACTION LAWSUIT, SAN FRANCISCO COUNTY SUPERIOR COURT CASE NO. CGC-19-580801. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT.”

Any Request for Exclusion must include your name, address, telephone number and the signature of the Class Member requesting exclusion. If you do not submit a signed Request to be Excluded from the Settlement on time (as shown by the postmark), your Request will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a signed Request to be Excluded from the Settlement, you will have no further role in the Action, and you will not be entitled to any benefit, including money, as a result of the Action and Settlement and will not be entitled to or permitted to assert an objection to the Settlement. If 10% or more of Class Members request to be excluded from this settlement, the Defendant may choose to void the settlement agreement.

#### ***What is the next step in the approval of the Settlement?***

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Award to Plaintiff, and the claims administration costs on April 30, 2021, at 9:30 a.m. in Department 302 of the San Francisco County Superior Court, 400 McAllister Street, CA 94102. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment. You are welcome to appear at this hearing. There is no cost to attend the hearing, and the hearing is open to the public; however, any expenses you incur in appearing, for example public transit fare or parking fees, will not be reimbursed. To appear at the hearing, go to the court's website at [sfsuperiorcourt.org](http://sfsuperiorcourt.org) under 'Online Services,' navigate to 'Tentative Rulings,' and click on the link for 'Law & Motion, Department 302 Daily at 9:30 a.m.,' or dial the corresponding phone number.

#### ***How can I get additional information?***

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. The operative complaint, notice, settlement agreement, preliminary approval order, and all papers filed in connection with preliminary approval motions (including all orders and tentative rulings are available at the following website: [www.phoenixclassaction.com/rothchild-v-ca-parking](http://www.phoenixclassaction.com/rothchild-v-ca-parking). You can also access records relating to the lawsuit for free at the Court’s website (<https://www.sfsuperiorcourt.org/online-services>) by following the link, and then selecting “Case Query” and entering the case number for this matter which is CGC-19-580801.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.**