

*This is a court-authorized notice. This is not a solicitation from a lawyer.
Your rights may be affected, whether or not you take any action.*

This Notice May Affect Your Rights – Please Read It Carefully

AARON SADINO and ANTHONY JOHNSON, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

PROPARK AMERICA WEST, LLC; JOHN STEELE; MICHAEL HEWITT; RYAN DREISBACH; PRO PARK INC; RICHARD DIPIETRO; TIM WILLEY; PATRICK BOESHANS and DOES 5 through 50, Inclusive,

Defendants.

CASE NO. CGC-17-560186

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Final Settlement Approval Hearing

Date: June 29, 2021

Time: 9:00 AM

Dept.: 613

**Location: 400 McAllister Street
San Francisco, CA 94102**

Judge: Honorable Andrew Y.S. Cheng

TO: All current and former parking and valet employees (including valet attendants, parking attendants, cashiers, night auditors, supervisors, and foremen) of Propark America West, LLC in California from July 17, 2013 through March 2, 2020, who do not timely request exclusion from the Settlement.

I. PURPOSE OF THIS NOTICE

You are receiving this Notice of Proposed Settlement and Final Approval Hearing (“Notice”) because, according to Propark America West’s records, you are a Putative Class Member in the case described above, meaning that you were employed by Propark America West and performed parking/valet services including valet/parking attendants, cashiers, night auditors and supervisors/foremen) at any time from July 17, 2013 to March 2, 2020 and therefore may have potential wage and hour claims for alleged meal or rest break violations and unpaid wages under California law, including alleged wage statement violations, related violations of the California Unfair Competition Law (“UCL”), and related civil penalties for such violations under the California Labor Code Private Attorneys General Act (“PAGA”). As such, your rights may be affected by a proposed settlement reached by Plaintiffs Aaron Sadino and Anthony Johnson (“Plaintiffs” or “Class Representatives”) and Propark America West, LLC and Propark Inc. (“Defendants” or “Propark”). Collectively, the Plaintiffs and Defendants are referred to herein as the “Parties.”

This Notice describes the lawsuit, informs you of the proposed settlement, and explains your rights in connection with the proposed settlement of this lawsuit. **To participate in this Settlement and receive money you are not required to take any action at this time.**

THIS NOTICE IS NOT AN EXPRESSION BY THE COURT OF AN OPINION CONCERNING THE MERITS OF ANY CLAIM OR DEFENSE OR THE TRUTH OF ANY OF THE ALLEGATIONS MADE BY THE PARTIES. THE COURT HAS DETERMINED ONLY THAT THERE IS SUFFICIENT EVIDENCE TO SUGGEST THAT THE SETTLEMENT MIGHT BE FAIR, ADEQUATE AND REASONABLE. A FINAL DETERMINATION AS TO THE FAIRNESS OF THE SETTLEMENT WILL BE MADE AT THE FINAL APPROVAL HEARING ON JUNE 29, 2021 AT 9:00 A.M.

II. BACKGROUND OF THE LAWSUIT

Plaintiffs allege generally that Defendants failed to provide lawful meal periods and rest breaks to persons who were employed by Propark America West LLC and who performed parking/valet services including valet/parking attendants, cashiers, night auditors and supervisors/foremen. Plaintiffs also allege that Defendants failed to pay all wages owed in circumstances where lawful meal periods and rest breaks were not provided. Plaintiffs also allege claims that are derivative of their meal period and rest break claims, such as a failure to timely pay all wages upon separation of employment, a failure to furnish accurate wage statements, violations of the Unfair Competition Law and violations of the Private Attorneys General Act (“PAGA”) on behalf of the Labor Workforce Development Agency.

Defendants deny the allegations in the Lawsuit. Defendants further contend and believe that they have, at all relevant times, properly paid and treated Propark employees, including all of the members of the Settlement Class, in compliance with all applicable laws and regulations.

On March 8, 2021, Judge Andrew Y.S. Cheng, who is the judge presiding over the Lawsuit, preliminarily approved a settlement of the Lawsuit for the Settlement Class Members. The Court preliminarily appointed Matthew Righetti and Michael Righetti of Righetti Glugoski, P.C. as class counsel (hereinafter “Class Counsel”).

III. WHAT ARE YOUR RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

Your interests as a Settlement Class Member are conditionally represented by the Class Representatives and by the Court-appointed Class Counsel. If you do not exclude yourself from the Settlement Agreement you will be bound by the terms of the Settlement Agreement and any final judgment that may be entered by the Court, and you will be deemed to have released certain claims against Defendants as described below and in the Settlement Agreement. As a Settlement Class Member, you will not be individually responsible for the payment of attorneys’ fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and costs.

A. Receiving a Payment from the Settlement

If you wish to participate in the settlement and receive your Individual Settlement Payment, nothing is required of you at this time. If the Court grants final approval of the settlement and you qualify as a Settlement Class Member, you will receive your settlement payment based on the number of pay periods you worked as a Settlement Class Member during the Settlement Class Period. You will also be bound by the terms of the settlement and will release the Released Parties from any and all claims that you may have based on the allegations in the Lawsuit as provided below in Section V.A, below, and in the Settlement Agreement.

B. Objecting to the Settlement

You can ask the Court to deny approval of the settlement **by completing and submitting the enclosed Objection Form** to the Settlement Administrator at the address below or by appearing personally or through counsel at the Final Approval Hearing on June 29, 2021 at 9:00 a.m. in Department 613 of the Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco CA 94102. Written Objection Forms must be postmarked on or before **May 22, 2021**. Your Objection Form must include (1) your full name, (2) your address, (3) telephone number, (4) all legal and factual grounds for your objection, (5) a statement as to whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, a statement identifying your counsel by name, bar number, address, and telephone number and (6) your signature (regardless of whether you are represented by counsel).

In order to object to the settlement, or any portion of it, in writing, your objection must be mailed to the Settlement Administrator with a postmarked date on or before **May 22, 2021**, at the following address:

Sadino et al. v. Propark Settlement Administration
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208, ORANGE, CA 92863

If you wish to be heard on your objection by the Court, please indicate a notice of your intention to appear at the Final Approval Hearing, but in any event you may appear and be heard at the Final Approval Hearing.

DO NOT TELEPHONE THE COURT

C. Excluding Yourself from the Settlement

If you qualify to be part of the Settlement Class but do not wish to release any claims against the Released Parties and do not wish to receive a payment, you may exclude yourself (in other words, you may “opt out”) **by completing and submitting the enclosed Exclusion Form**. Your Exclusion Form must contain the following information: (1) your full name, (2) your address, (3) phone number, and (4) your signature, even if you are represented by counsel. **Your Exclusion Form must be postmarked on or before May 22, 2021, and it must be mailed to:**

Sadino et al. v. Propark Settlement Administration
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208, ORANGE, CA 92863

Any Putative Class Member who timely requests to be excluded shall no longer be a Settlement Class Member; shall be barred from participating in any portion of the settlement; may not object to the settlement; and shall receive no payment or benefits from the settlement. Notwithstanding the timely submission of this request for exclusion, I understand that I will still be bound by the settlement’s release of my PAGA Claims. By opting out, I understand that I am effectively giving up my PAGA claims, without any possibility of compensation in the future for those claims. However, I understand that I will retain my right to pursue all non-PAGA claims arising out of the complaint. You should consider consulting with an attorney of your own choosing, promptly, if you wish to pursue your own claims. If you submit a timely and proper request for exclusion you may not file an objection to the Settlement or receive a Settlement Payment, and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If you submit both an objection and a valid and timely request for exclusion, the request for exclusion will override the objection, and the objection shall therefore be ignored.

D. Dispute Your Estimated Settlement Payment

Based on preliminary estimates, the net amount of the settlement payment you would receive would be approximately **«Est_Amount»**, which is the net amount after deductions for attorneys’ fees, litigation costs, service awards for the Plaintiffs, administration expenses and PAGA payments, as mentioned above. According to Propark’s records, you worked an aggregate of **«Pay_Periods_with_Earned_Income»** pay periods as a Settlement Class Member for Defendant.

If you wish to dispute the determination of your number of pay periods as set forth above, you must complete and submit the enclosed Dispute Form to the Settlement Administrator **postmarked no later than May 7, 2021 to the following address:**

Sadino et al. v. ProPark Settlement Administration
PHOENIX SETTLEMENT ADMINISTRATORS
P.O. Box 7208, ORANGE, CA 92863

You must include your full name, your current address, the last four digits of your social security number, the dates you contend you were employed by Propark, and the number of pay periods you contend you worked for Propark during the Settlement Period. Please provide any documentation you may have that you worked more pay periods than the number provided in this notice. The Settlement Administrator shall review any documentation you submit and consult with the Parties to determine whether an adjustment Pay Periods is warranted. If an adjustment is warranted, you will be promptly notified by the Settlement Administrator. The Settlement Administrator's determination of the amount of any Settlement Class Member's Pay Periods Worked shall be binding upon you and the Parties, and your Individual Settlement Payment will be calculated according to the Settlement Administrator's determination.

E. Doing Nothing

If you do nothing, you will receive your Individual Settlement Payment from the Settlement, **and you will be bound by the terms of the settlement and will release the Released Parties from any and all claims that you may have based on the allegations in the Lawsuit** as provided below in Section V.A, below, and in the Settlement Agreement.

IV. SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT

This Notice provides a summary of the basic terms of the proposed settlement. If you would like a copy of the Settlement Agreement, please contact Class Counsel at the address indicated below or visit the Settlement Website at:

www.PhoenixClassAction.com/ProparkCaliforniaEmployeeSettlement.

A. Definition of Settlement Class Member

The Court certified, for settlement purposes only, the Settlement Class, as defined above.

B. Terms of the Proposed Settlement

The total settlement to be paid by Defendants will be One Million Five Hundred Thousand Dollars (\$1,500,000.00) and any accrued interest (the "Total Settlement Amount" or "TSA"). From the Total Settlement Amount, before each Settlement Class Member's share is calculated as described below, deductions will be made from the total for the payment of the Court-approved attorneys' fees (\$525,000.00) and costs (\$75,000.00), for the class representative enhancements to be paid to the Plaintiffs who stepped forward to lead the Lawsuit (\$20,000.00 each), as well as for the cost of the Settlement Administrator to administer the Settlement (\$42,500.00), and also for the portion of penalties paid to the State of California under PAGA (i.e. the PAGA Payment). The Parties have designated \$40,000.00 of the TSA as payment for civil penalties under the PAGA, of which 75% of that amount will be paid to the Labor Workforce Development Agency out of the TSA, and the remaining 25% will become part of the distribution to Settlement Class Members. The amount that remains after these Court-approved deductions is referred to herein as the Net Settlement Fund ("NSF"). Specifically included in the NSF are employee payroll taxes which may be owed as a result of the payments to be made to the Settlement Class Members.

The Settlement Administrator shall distribute the settlement amounts in no more than three (3) distributions. The first distribution shall take place within thirty (30) days of the First Payment Deadline. The second distribution shall take place between three-hundred and sixty-five (365) and three-hundred and ninety-five (395) days after the First Payment Deadline. The third distribution shall take place within two (2) years after the First Payment Deadline.

As stated above, the total settlement is \$1,500,000.00, plus interest as described, all of which will be paid by Defendants if the Court approves the settlement. In this case, the NSF is expected to be approximately \$812,500.00, based on preliminary estimates. No money will revert to Defendants.

C. Tax Treatment of Settlement Payments

The settlement payment made to each Settlement Class Member shall be apportioned as follows: (a) 50% for payment of any allegedly unpaid wages, inclusive of all employee payroll taxes, withholdings and deductions (the “Gross Wages Portion”), and (b) 50% for payment of any allegedly owed non-wage damages, liquidated and/or statutory damages, payment of any allegedly owed penalties, and for payment of any allegedly owed interest (the “Non-Wage Portion”). The employer’s shares of the payroll taxes on the Gross Wages Portion of the settlement payments to Settlement Class Members will **not** be paid from the NSF. Settlement Class Members acknowledge that Defendants are not undertaking to advise them with respect to any tax consequences of this settlement. Class Counsel is also not advising the Settlement Class Members or the Plaintiffs as to any tax consequences.

D. Unclaimed Funds

If any portion of the Total Settlement Amount is not successfully distributed to Settlement Class Members (*i.e.* checks are not cashed or checks are returned as undeliverable), then after the Void Date, the Settlement Administrator shall void the check and hold the unclaimed amount, which shall be returned to the Total Settlement Amount and incorporated into the following Individual Settlement Payment disbursement. After the Void Date of the Third Individual Settlement Payment checks has passed, the Settlement Administrator shall direct such unclaimed funds pursuant to governing California law to the California State Controllers’ Office Unclaimed Property Fund, to be held there in the name of and for the benefit of such class members under California’s escheatment laws.

V. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

The “Released Claims” with respect to the “Released Parties” (defined below) are all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, that each Participating Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted in the Complaint, or that could have been asserted in the Complaint based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Complaint, regardless of whether such claims arise under, state and/or local law, statute, ordinance, regulation, common law, or other source of law (“the Released Claims”). The Released Claims specifically include claims for: Labor Code sections 201-204, 210, 226, 226.3, 226.7, 229, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197,

1197.1 and 1198; incorporated or related claims asserted through California Business and Professions Code § 17200; and incorporated or related claims asserted through PAGA. Nothing in this Paragraph is intended to release claims under any federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law that arise from facts outside those alleged in the complaint, specifically potential violations unrelated to a failure to lawfully provide meal periods and/or rest breaks. The “Released Claims” are released from July 17, 2013 through March 2, 2020. “Released Parties” include Defendants and each of their subsidiaries, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent companies and organizations, insurers, and any and all other persons, firms and corporations in which Defendants may have an interest.

The Class Representatives are providing a broader general release of any and all claims they may have against the other Released Parties.

VI. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on June 29, 2021 at 9:00 a.m. in Department 613 of the Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco CA 94102, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the Service Awards to be paid to the Class Representatives and the settlement administration costs. Class Counsel may file a written response to any objections to the Settlement Agreement, or to the application for attorneys' fees, reimbursement of expenses, and Class Representatives' enhancement awards. The hearing may be continued without further notice to the Settlement Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection, and even then, only if you wish to be heard on your objection by the Court. No further notice will be provided or required of the entry of the orders and/or judgment granting or related to the final approval of the settlement, but you may review such orders or judgments on the settlement website.

VII. ADDITIONAL INFORMATION/WEBSITE

Important information and documents filed in connection with the settlement are accessible on the Settlement Website: www.PhoenixClassAction.com/ProparkCaliforniaEmployeeSettlement

The pleadings and other records regarding the Lawsuit may also be examined at any time during regular business hours at the Office of the Clerk of the Superior Court of California, County of San Francisco, located at The Clerk's Office - Public Viewing Room, 400 McAllister St., Room 103 San Francisco, CA 94102-4514, Customer Service: (415) 551-3802.

You may also access the entire docket for the case free of charge at <https://www.sfsuperiorcourt.org/online-services>). Upon arrival to the website, click on the "Case Query" link. Next, enter the last six numeric digits of the Case: 560186. You will be brought to the "Register of Actions."

Class members are advised to contact Class Counsel or check the Court's docket to confirm that the date for hearing on final approval has not been changed.

Class Counsel is as follows:

RIGHETTI GLUGOSKI, P.C.
Matthew Righetti, Esq.
Michael Righetti, Esq.
456 Montgomery Street, Suite 1400
San Francisco, CA 94104
Telephone: (415) 983-0900

If you need to update your contact information, or if you would like more information, or if you have any questions about the Settlement, you may also contact the Settlement Administrator, Phoenix Settlement Administrators, toll-free at (800) 523-5773. Please refer to the *Sadino v. Propark* Class Action Settlement. You may also contact Class Counsel at the address and phone number above if you need to update your contact information or if you have any questions whatsoever about the Settlement.

**DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION REGARDING THIS SETTLEMENT**