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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MATTHEW ROTHCHILD, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA PARKING COMPANY, INC., a  
California corporation dba FULPAR LTD dba  
FULPAR COMPANY; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: CGC-19-580801

Hon. Garrett L. Wong, Dept 610

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

Complaint filed:

November 14, 2019

Trial date:

Not set

This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or “Settlement”) is made and entered into by and between Plaintiff Matthew Rothchild (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated, and Defendant California Parking Company, Inc. dba Fulpar Ltd. Db a Fulpar Compnay (“Defendant”). Plaintiff and Defendant are collectively referred to herein as “the Parties.”

1. On November 14, 2019, Plaintiff filed a putative class action civil complaint against Defendant in the Superior Court of California, County of San Francisco. The Complaint alleged the following causes of action under California law: (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]; and (8) Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.]. In the Complaint, Plaintiff seeks to represent all persons that worked for Defendant in California as an hourly-paid non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

3. For purposes of this Settlement, the “Class Period” is November 14, 2015 through October 31, 2020, or the date upon which the Court grants preliminary approval, whichever is sooner.

1

1           5. For purposes of this Settlement, “Class Counsel” means MOON & YANG, APC.

2           6. For purposes of this Settlement, “Covered Workweeks” means the number of workweeks a  
3 Class Member worked for Defendant in California during the Class Period.

4           7. For purposes of the Settlement, “Defendant’s Counsel” means GORDON REES SCULLY  
5 MANSUKHANI, LLP.

6           8. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and  
7 agree that the requisites for establishing class certification with respect to the Class Members have been  
8 met and are met. More specifically, for settlement purposes only, the Parties stipulate and agree that:

9               (a)     The Class is ascertainable and so numerous as to make it impracticable to join all  
10                   Class Members.

11              (b)     There are common questions of law and fact including, but not limited to, the  
12                   following:

- 13                   1)     Whether or not Defendant paid proper wages to the Class;
- 14                   2)     Whether or not Defendant provided meal periods to the Class;
- 15                   3)     Whether or not Defendant provided rest periods to the Class;
- 16                   4)     Whether or not Defendant paid compensation timely upon separation of  
17                   employment to former Class Members;
- 18                   5)     Whether or not Defendant paid compensation timely throughout Class  
19                   Members’ employment;
- 20                   6)     Whether or not waiting-time penalties are available to the Class for  
21                   violation of California Labor Code § 203;
- 22                   7)     Whether or not Defendant maintained requisite records;
- 23                   8)     Whether or not Defendant paid proper meal period pay or rest period pay to  
24                   the Class;
- 25                   9)     Whether or not Defendant engaged in unlawful or unfair business practices  
26                   affecting the Class in violation of California Business and Professions  
27                   Code §§ 17200-17208; and,

28              (c)     Plaintiff’s claims are typical of the claims of the Class Members.

- (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.
- (e) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.
- (f) With respect to the Class, questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

9. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and the Class Members have been paid proper wages, have been provided meal periods, have been provided rest periods, have been paid timely wages upon separation of employment, have had all necessary business expenses reimbursed, and have been provided with accurate itemized wage statements. Defendant contends, among other things, that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendant contends that they have complied at all times with the California Business and Professions Code.

10. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Complaint.

11. Class Counsel has conducted a thorough investigation into the facts of this class action case, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate

1 issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of  
2 the Class.

3 12. The Parties agree to cooperate and take all steps necessary and appropriate to obtain  
4 preliminary and final approval of this settlement.

5 13. This Settlement provides for a non-reversionary process requiring Defendant to issue payments  
6 to Class Members according to a specified formula based on Covered Workweeks. **The maximum total**  
7 **payment under the Settlement, including all attorney's fees and costs, the service payment to the**  
8 **named Plaintiff, the costs of claims administration, and any other payments provided by this**  
9 **Settlement, is \$200,000 ("Gross Settlement Amount"), except that, with respect to the portions of the**  
10 **Class Members' settlement proceeds allocated to wages (as set forth in paragraph 14(f), below),**  
11 **Defendant will be separately responsible for any employer payroll taxes required by law, including**  
12 **the employer FICA, FUTA, and SDI contributions.** Subject to paragraph 13(a) immediately below,  
13 and except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total  
14 liability under this Settlement shall not exceed the Gross Settlement Amount.

- 15 (a) If as of the end of the Class Period the actual number of class members is more  
16 than 10% larger than the estimated number of 577 individuals (i.e., 635 or more  
17 Class Members) the Gross Settlement Amount shall be increased by the percentage  
18 by which the actual number of class members exceeds the estimated number of 635  
19 individuals. The Gross Settlement Amount will not be reduced due to Defendant's  
20 estimate.

## 21 **TERMS OF SETTLEMENT**

22  
23 14. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set  
24 forth herein, the Parties agree, subject to the Court's approval, as follows:

- 25 (a) It is agreed by and among the Class and Defendant that this case and any claims,  
26 damages, or causes of action arising out of the disputes which are the subject of  
27 this case, be settled and compromised as between the Class and Defendant, subject  
28 to the terms and conditions set forth in this Settlement and the approval of the

1 Court.

2 (b) Effective Date: If no plaintiffs intervene and there are no objections, the terms of  
3 settlement embodied in this Settlement shall become effective when all of the  
4 following events have occurred: (i) this Joint Stipulation of Settlement has been  
5 executed by all Parties and their respective counsel; (ii) the Court has given  
6 preliminary approval to the Settlement; (iii) the notice has been given to the Class,  
7 providing them with an opportunity to dispute information contained in the Notices  
8 of Settlement Payment, to opt out of the Settlement, or to object to the Settlement;  
9 and (iv) the Court has held a final approval hearing and entered a final order and  
10 judgment certifying the Class and approving this Settlement (“Final Approval”). If  
11 a plaintiff intervenes and/or there is an objection, this Settlement shall become  
12 effective only when the following additional events have occurred (i) final  
13 affirmation of the Final Approval from any appeal, the expiration of the time for, or  
14 the denial of, a petition to review the Final Approval, or if review is granted, the  
15 date of final affirmation of the Final Approval following review pursuant to that  
16 grant; or (ii) the date of final dismissal of any appeal from the Final Approval or  
17 the final dismissal of any proceeding to review the Final Approval, provided that  
18 the Final Approval is affirmed and/or not reversed in any part; (iii) if no plaintiffs  
19 intervene but objections are filed, the expiration date of the time for the filing or  
20 noticing of any appeal from the Court’s Final Approval of the Settlement, as  
21 determined under Rule 8.104(a)(3) of the California Rules of Court.

22 (c) Net Settlement Amount: The Net Settlement Amount shall be calculated by  
23 deducting from the Gross Settlement Amount (\$200,000) the following sums,  
24 subject to approval by the Court: (1) attorney’s fees (not to exceed 33 1/3% of the  
25 Gross Settlement Amount, or \$66,666.66); (2) reasonable litigation costs (not to  
26 exceed \$15,000); (3) service payment for Plaintiff and Class Representative (not to  
27 exceed \$5,000); (4) PAGA penalties paid to the Labor and Workforce  
28 Development Agency (“LWDA”) in the amount of \$15,000 (total allocation to

PAGA is \$20,000, with 75% to the LWDA, and the remaining 25% reverting to the Net Settlement Amount); and (5) costs of claims administration (estimated not to exceed \$15,000). Settlement payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(d) Payroll Taxes and Required Withholdings: To the extent that any portions of the Class Members' settlement proceeds constitute wages, Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under this Settlement shall not exceed the Gross Settlement Amount.

(e) Settlement Payments: Settlement Payments will be paid out of the Net Settlement Amount. Each Class Member will be paid a pro-rata share of the Net Settlement Amount, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of the Class during the Class Period. Class Members will be paid Settlement Payments based on the shares as calculated by the Settlement Administrator. Settlement Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Class Members. Un-cashed, unclaimed or abandoned checks, shall be transmitted in accordance with California Code of Civil Procedure § 384(b), as set forth below.

(f) Allocation of Settlement Payments: The Parties have agreed that all Settlement Payments will be allocated as follows: 33 1/3% to wages, 33 1/3% to penalties, and 33 1/3% to interest. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth

1 above, including but not limited to the Defendant's FICA and FUTA contributions,  
2 based on the payment of claims to the Class Members. IRS Forms 1099 will be  
3 issued to each Class Member reflecting the payments for penalties and interest.  
4 Class Members are responsible to pay appropriate taxes due on the Settlement  
5 Payments they receive. To the extent required by law, IRS Forms 1099 and W-2  
6 will be issued to each Class Member with respect to such payments.

7 (g) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement  
8 Payments to individual Class Members shall be deemed to be paid to such Class  
9 Member solely in the year in which such payments actually are received by the  
10 Class Member. It is expressly understood and agreed that the receipt of such  
11 Settlement Payments will not entitle any Class Member to additional compensation  
12 or benefits under any company bonus, contest or other compensation or benefit  
13 plan or agreement in place during the period covered by the Settlement, nor will it  
14 entitle any Class Member to any increased retirement, 401(k) benefits or matching  
15 benefits or deferred compensation benefits. It is the intent that the Settlement  
16 Payments provided for in this Settlement are the sole payments to be made by  
17 Defendant to the Class Members, and that the Class Members are not entitled to  
18 any new or additional compensation or benefits as a result of having received the  
19 Settlement Payments (notwithstanding any contrary language or agreement in any  
20 benefit or compensation plan document that might have been in effect during the  
21 period covered by this Settlement).

22 (h) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not  
23 object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of  
24 the Gross Settlement Amount (\$66,666.66) and litigation costs not to exceed  
25 \$15,000.

26 (i) Service Payments for Class Representative: Subject to Court approval Defendant  
27 will not object to Class Counsel's application for a Service Payment of up to  
28 \$5,000 for Plaintiff for his service as the Class Representative. It is understood that



1 this Service Payments is in addition to the individual Settlement Payments to  
2 which the Class Representative is entitled to along with the other Class Members.  
3 Defendant or the Settlement Administrator will issue an IRS Form 1099 for the  
4 Service Payment to the Class Representative. The Class Representative will be  
5 responsible for correctly characterizing this compensation on his personal income  
6 tax returns for tax purposes and for paying any taxes on the amounts received.  
7 Should the Court approve a Service Payment to the Class Representative in an  
8 amount less than that set forth above, the difference between the lesser amount  
9 approved by the Court and the Service Payment amount set forth above shall be  
10 added to the Net Settlement Amount. The Settlement Administrator will pay the  
11 court-approved Class Representative Service Payment within twenty (20) calendar  
12 days of Defendant fully funding the settlement.

13 (j) Settlement Administrator: The Settlement Administrator will be Phoenix  
14 Settlement Administrators or such other Settlement Administrator as may be  
15 mutually agreeable to the Parties and approved by the Court. Claims  
16 administration costs are estimated not to exceed \$15,000. The costs of the  
17 Settlement Administrator for work done shall be paid regardless of the outcome of  
18 this Settlement.

19 (k) Funding of Settlement Account: As a result of Defendant's financial condition,  
20 Defendant will fund the settlement account as follows:

- 21 1) \$50,000.00 within seven days of final approval.  
22 2) \$150,000.00 within twelve months of final approval.

23 (l) Mailing of Settlement Payments: The Claims Administrator shall cause the  
24 Settlement Payments to be mailed to the Class Members within twenty (20)  
25 calendar days of Defendants' payment of the final installment.

26 (m) Settlement Payment Allocation Form: For each Class Member in the Settlement  
27 Class, there will be pre-printed information on the Settlement Payment Allocation  
28 Form mailed to the Class Member, based on Defendant's records, stating the Class

Member's Covered Workweeks during the Class Period and the estimated Settlement Payment under the Settlement. The pre-printed information based on Defendant's records shall be presumed to be correct. A Class Member may dispute the pre-printed information on the Settlement Allocation as to his or her Covered Workweeks during the Class Period. Class Members have sixty (60) calendar days from the original date of mailing the Settlement Payment Allocation Form to dispute the information on the Settlement Payment Allocation Form as to his or her Covered Workweeks. Unless a disputing class member submits documentary evidence in support of his or her dispute, the records of the Defendant will be determinative.

(n) Resolution of Disputes: If a Class Member disputes the accuracy of Defendant's records, and the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendant's records and any information or documents submitted by the Class Member and issue a decision regarding the dispute within 14 calendar days of the submission of the dispute. The Class Member may appeal the resolution of this dispute at the Final Approval Hearing, and if not satisfied with the Court's decision, may at that time be permitted to request exclusion from the settlement. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the 60-day claims period. Information or documents submitted after the expiration of the 60-day claims period will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

(o) Right Of Class Member To Request Exclusion From The Settlement: Any Class Member may request to be excluded from the Class by mailing or e-mailing a "Request for Exclusion from Settlement" within sixty (60) calendar days from the original date of the mailing of the Notice of Class Action Settlement by the Settlement Administrator. Any Request for Exclusion must include the (1) name,

(2) address, (3) telephone number and (4) signature of the Class Member requesting exclusion. Any such request must be made in accordance with the terms of the Notice of Class Action Settlement; however, strict compliance will not be required, and the request for exclusion will be honored, so long as the Class Member can be identified. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement; (ii) shall not be entitled to receive any Settlement Payments under this Settlement; and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment.

(p) Right of Class Member To Object To The Settlement: A Settlement Class Member who wishes to object to the Settlement must submit to the Settlement Administrator a written brief or statement of objection by mail or e-mail. The objection should (1) state the full name of the Settlement Class Member; (2) be signed by the Settlement Class Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the address specified on the Notice. The validity of any objection, irrespective of whether it complies with the terms set forth above shall be determined by the Court at the Final Fairness Hearing. An objection shall not be rejected solely for missing one of the elements listed in this section.

#### **SETTLEMENT ADMINISTRATION**

15. Subject to the Court's approval, the Parties have agreed to the appointment of Phoenix Settlement Administrators to perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice of Class Action Settlement and Settlement Payment Allocation Form to the Class Members. There will be a sixty (60) day period from the date the Settlement Administrator mails the Notice of Class Action Settlement and Settlement Payment Allocation Form for Class Members to submit a claim, to dispute the information contained in the Settlement Payment Allocation Form, to file an objection, or to request exclusion (opt-out) from the Settlement.

16. The Settlement Administrator will independently review the Covered Workweeks attributed to

1 each Class Member and will calculate the amounts due to each Class Member in accordance with this  
2 Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its  
3 findings. The Settlement Administrator shall be granted reasonable access to Defendant's records in order  
4 to perform its duties. The Settlement Administrator shall respond to any dispute within 14 calendar days  
5 from the postmarked date on the mailing, or 14 calendar days from the receipt of an e-mail.

6 17. In accordance with the terms of this Settlement, and upon receipt of funds from Defendant, the  
7 Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members.  
8 Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with state and  
9 federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be  
10 referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of  
11 this Settlement until all payments and obligations contemplated by this Settlement have been fully carried  
12 out.

#### 13 **ATTORNEY'S FEES AND COSTS**

14 18. In consideration for resolving this matter and in exchange for the release of all claims by the  
15 Class Members, and subject to approval by the Court, Defendant will not object to Class Counsel's  
16 application for attorney's fees not to exceed 33 1/3% of the Gross Settlement Amount (\$66,666.66) and  
17 litigation costs not to exceed \$15,000. The amounts set forth above will cover all work performed and all  
18 fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in  
19 connection with the approval by the Court of this Settlement and administration of the Settlement. Should  
20 Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees  
21 and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth  
22 above shall be added to the Net Settlement Amount. The attorney's fees and costs approved by the Court  
23 shall be paid to Class Counsel within twenty (20) calendar days after the settlement is fully funded.

#### 24 **NOTICE TO THE CLASS & SETTLEMENT PAYMENT ALLOCATION FORM**

25 19. A Notice of Class Action Settlement in approximately the form attached hereto as Exhibit "A,"  
26 and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first  
27 class mail. In addition, a Settlement Payment Allocation Form in approximately the form attached hereto  
28 as Exhibit "B," and as approved by the Court, shall also be sent by the Settlement Administrator to the

1 Class Members by first class mail. Certified translations of Exhibits “A” and “B” from English to Spanish  
2 shall also be provided to all Class Members. Any returned envelopes from this mailing with forwarding  
3 addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

4 (a) Within 15 calendar days from the date of preliminary approval of this Settlement  
5 by the Court, Defendant shall provide to the Settlement Administrator a class  
6 database containing the following information, to the extent Defendant is in  
7 possession of such information, for each Class Member: (1) name; (2) last known  
8 address; (3) last known telephone number; (4) social security number; (5) last  
9 known e-mail addresses; (6) dates of employment at Defendant’s facilities in  
10 California; (7) Covered Workweeks during the Class Period. This database shall  
11 be based on Defendant’s payroll and other business records and shall be provided  
12 in a format acceptable to the Settlement Administrator. Defendant agrees to  
13 consult with the Settlement Administrator prior to the production date to ensure  
14 that the format will be acceptable to the Settlement Administrator. The Settlement  
15 Administrator will run a check of the Class Members’ addresses against those on  
16 file with the U.S. Postal Service’s National Change of Address List; this check will  
17 be performed only once per Class Member by the Settlement Administrator.  
18 Absent mutual written agreement of counsel for the Parties or Court order, the  
19 Settlement Administrator will keep this database confidential and use it only for the  
20 purposes described herein, and will return this database to Defendant upon final  
21 approval of the settlement or destroy electronic records containing the database  
22 after the Settlement is final and all payments are distributed as required under this  
23 Agreement.

24 (b) Within 15 calendar days after the Class database is provided to the Settlement  
25 Administrator, the Settlement Administrator will mail and e-mail where e-mail  
26 addresses are available, the Notices of Class Action Settlement and Notices of  
27 Settlement Payment to the Class Members by first class United States mail. There  
28 will be a 60 day period from the date the Notices of Class Action Settlement and

1 Notices of Settlement Payment are mailed during which Class Members can  
2 submit a claim, dispute the information contained in the Settlement Payment  
3 Allocation Form, file an objection, or request exclusion (opt-out) from the  
4 Settlement.

5 (c) Notices returned to the Settlement Administrator as non-deliverable during the 60  
6 calendar-day period shall be resent to the forwarding address, if any, on the  
7 returned envelope. A returned Notice will be forwarded only once per Class  
8 Member by the Settlement Administrator. If there is no forwarding address, the  
9 Settlement Administrator will do a computer search for a new address using the  
10 Class Member's social security number; this search will be performed only once  
11 per Class Member by the Settlement Administrator. Upon completion of these  
12 steps by the Settlement Administrator, Defendant and the Settlement Administrator  
13 shall be deemed to have satisfied their obligations to provide the Notice of Class  
14 Action Settlement and Settlement Payment Allocation Form to the affected Class  
15 Member. The affected Class Member shall remain a member of the Class and shall  
16 be bound by all the terms of the Settlement and the Court's Order and Final  
17 Judgment. Any Class Member whose Notice is resent pursuant to the procedure  
18 set forth herein shall have 60 days from the date of the subsequent mailing to  
19 dispute the information contained in the N Settlement Payment Allocation Form,  
20 file an objection, or request exclusion (opt-out) from the Settlement. The  
21 subsequent mailing shall occur within seven days of the Settlement Administrator's  
22 receipt of the returned mail.

23 (d) The Settlement Administrator will not send any reminder notices of any nature to  
24 the Class Members.

25 (e) Within 15 days of preliminary approval, the Settlement Administrator shall create a  
26 website containing a copy of operative complaint, notice, settlement agreement,  
27 preliminary approval order, and all papers filed in connection with preliminary  
28 approval motions (including all orders and tentative rulings) to the class.

- 1 (f) The Settlement Administrator shall maintain the website until at least 180 days  
2 after the Effective Date.
- 3 (g) The Settlement Administrator shall also provide Class Members with notice of  
4 entry of judgment by mail, and by posting it to the website
- 5 (h) Class Counsel shall provide to the Court, at least five calendar days prior to the  
6 final approval hearing, a declaration by the Settlement Administrator of due  
7 diligence and proof of mailing with regard to the mailing of the Notices of Class  
8 Action Settlement and Notices of Settlement Payment.

9 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

10 20. As set forth above, each Class Member will have 60 calendar days after the mailing of the  
11 Notice of Class Action Settlement within which to postmark to the Settlement Administrator any challenge  
12 or dispute to the information on the Settlement Allocation Form. No disputes will be honored if they are  
13 postmarked after the 60 calendar-day period, unless the parties mutually agree to accept the untimely  
14 dispute. Each Class Member is responsible to maintain a photocopy of any documents sent to the  
15 Settlement Administrator and a record of proof of delivery.

16 21. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Class  
17 Members within 20 calendar days of the Effective Date of the Settlement. Settlement Payment checks  
18 shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement checks  
19 will automatically be cancelled by Defendant or the Settlement Administrator if they are not cashed by the  
20 Class Member within that time, and the Class Member's claims will remain released by the Settlement.  
21 Settlement checks which have expired will not be reissued.

22 22. After one-hundred and eighty (180) calendar days from the date of mailing, the checks shall  
23 become null and void, and any monies remaining in the distribution account shall be distributed to the  
24 State of California's Unclaimed Property Fund in the names of the Settlement Class members who failed  
25 to cash their checks. The Parties agree that this disposition results in no "unpaid residue" under California  
26 Civil Procedure Code § 384, as the entire Net Settlement Fund will be paid out to Settlement Class  
27 Members, whether or not they all cash their Settlement Checks.

28 23. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall

1 provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be  
2 made to each Class Member (to be identified anonymously by employee number). A Declaration attesting  
3 to completion of all payment obligations will be provided to Class Counsel and Defendant's Counsel and  
4 filed with the Court.

5 **RELEASE BY THE CLASS REPRESENTATIVE**

6 24. Plaintiff makes the following general release of all claims, known or unknown (the "General  
7 Release"):

- 8 (a) Plaintiff, and his successors, assigns, and/or agents, shall fully and finally release  
9 and discharge Defendant and each of its parent companies and subsidiaries, and  
10 past or present affiliates, shareholders, members, representatives, agents (including,  
11 without limitation, any investment bankers, accountants, insurers, reinsurers,  
12 attorneys, auditors, consultants, and any past, present, or future officers, directors  
13 and employees), and each of their predecessors, successors, heirs, and assigns  
14 (collectively the "Named Plaintiff's Released Parties") from all claims, demands,  
15 rights, liabilities and causes of action of every nature and description whatsoever,  
16 known or unknown, asserted or that might have been asserted, whether in tort,  
17 contract, or for violation of any state or federal statute, rule or regulation arising out  
18 of, relating to, or in connection with any act or omission by or on the part of any of  
19 the Named Plaintiff's Released Parties committed or omitted prior to the execution  
20 hereof.
- 21 (b) The General Release includes any unknown claims the Plaintiff does not know or  
22 suspect to exist in the Plaintiff's favor at the time of the General Release, which, if  
23 known by the Plaintiff, might have affected Plaintiff's settlement with, and release  
24 of, the Named Plaintiff's Released Parties by the Plaintiff or might have affected  
25 the Plaintiff's decisions not to object to this Settlement or the General Release.
- 26 (c) With respect to the General Release, the Plaintiff stipulates and agrees that, upon  
27 the Effective Date, Plaintiff shall be deemed to have, and by operation of the Final  
28 Approval Order shall have, expressly waived and relinquished, to the fullest extent



permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

25. Plaintiff may hereafter discover facts in addition to or different from those the Plaintiff now knows or believes to be true with respect to the subject matter of the General Release, but the Plaintiff, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

#### **RELEASE BY THE CLASS**

26. Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion, will release claims as follows:

- (a) **Identity of Released Parties.** The Class Members, other than those who file Exclusion (“opt-out”) Forms, will fully release and hold harmless Defendant, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively

“Releasees”).

(b) **Claims Released By Class Members.** As of the Effective Date, and upon payment of amounts set forth herein, and except as to such rights or claims as may be created by this Agreement, each and every Settlement Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has properly elected to opt out of the class, hereby releases Releasees from the following claims (“Released Claims”) for the entire Class Period:

- 1) any and all claims stated in the Action, implicitly or explicitly, including but not limited to state and/or federal wage and hour claims (including all claims under the California Labor Code and the Fair Labor Standards Act) for unpaid wages, unreimbursed expenses, minimum wage, overtime, off-the-clock work, meal periods, rest periods, interest, penalties, and attorneys' fees, separation pay violations/waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 510, 512, 516, 558, 1174, 1194, 1198, 2699 et seq. and derivative claims for unfair business practices under California Business & Professions Code Sections 17200 et seq. and all claims under the applicable Wage Order(s); and;
- 2) any and all claims that were or could have been asserted based on the facts and/or claims pleaded in the Complaint or any amendments thereto for any purported violation of any local, state, or federal wage and hour laws, regulations, and/or ordinances, including such laws, regulations, and/or ordinances related to the non-payment of wages, separation pay violations, unreimbursed expenses, unfair business practices, minimum wages, overtime wages, or any other wage-related or recordkeeping-related claims; liquidated damages; attorneys' fees, costs and expenses; pre- and post-judgment interest; or damages or relief of any kind arising from the allegation that the Class Members were not properly compensated for all

time worked on a daily or weekly basis, under state or federal law, at any time during the Class Period.

**DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

27. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice of Class Action Settlement;
- (d) Approving as to form and content the proposed Settlement Payment Allocation Form;
- (e) Directing the mailing of the Notices; and
- (f) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

**DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

28. Following final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the service payment to the Class Representative; and
- (d) Entering a final judgment in the action.

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30. If 10% or more of the Class Members request exclusion or opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendant's Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendant's Counsel must give Plaintiff's Counsel written notice no later than 15 calendar days after the opt-out period has expired.

## PARTIES' AUTHORITY

### MUTUAL FULL COOPERATION

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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

preliminary and final approval of this Settlement.

#### **NO PRIOR ASSIGNMENTS**

34. The Parties and their respective counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

#### **NO ADMISSION OF LIABILITY**

35. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

#### **ENFORCEMENT ACTIONS**

36. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

#### **NOTICES**

37. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows

##### **Class Counsel:**

Kane Moon  
Allen Feghali  
**MOON & YANG, APC**  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

kane.moon@moonyanglaw.com  
allen.feghali@moonyanglaw.com

**Counsel for Defendant:**

Mark Posard  
Scott McLeod  
Gordon Rees Scully Mansukhani, LLP  
3 Parkcenter Drive, Suite 200  
Sacramento, CA 95825  
Telephone: 916-565-2900  
Fax: 916-920-4402  
[mposard@grsm.com](mailto:mposard@grsm.com)  
[smcleod@grsm.com](mailto:smcleod@grsm.com)

**CONSTRUCTION**

38. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement.

**CAPTIONS AND INTERPRETATIONS**

39. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

**MODIFICATION**

40. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

**INTEGRATION CLAUSE**

41. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**BINDING ON ASSIGNS**

42. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their

respective heirs, trustees, executors, administrators, successors and assigns.

## CLASS COUNSEL SIGNATORIES

43. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice of Class Action Settlement, Exhibit “A” hereto, will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

## COUNTERPARTS

44. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

## PUBLICITY

45. The Named Plaintiff and his counsel agree that they have not and will not publish the Settlement. Named Plaintiff's counsel shall not issue any press releases or press statements regarding the Settlement, identify Defendant or its counsel by name in any media including Class Counsel's website, or have any communications with the press or media about the Lawsuit or the Settlement. However, nothing in the provision shall be construed from as preventing the Parties from taking following actions: (a) Named Plaintiff's counsel shall be allowed to refer to the Lawsuit and Settlement in other litigations to support their adequacy as attorneys for a putative class or to justify an award of attorney's fees; (b) the Parties shall have the right to disclose the Settlement as may be required under federal or state tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties shall have the right to disclose the Settlement to third parties without identifying the case name, case number, or names of any of the Parties or Released Entities; (d) the Parties may refer to the Settlement, describe its terms, and file the settlement agreement with the Court, and the Settlement Administrator in connection with any proceedings which are reasonably necessary to obtain approval of the Settlement; (e) Named Plaintiff's counsel may communicate with Settlement Class members or their representatives about this Settlement; and (f) the Parties and their representatives may communicate with accountants or legal advisors regarding the

Settlement. Except for the previously listed exceptions, in response to any inquiries about the Lawsuit, the Parties may state that "the matter has been resolved."

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.

**Plaintiff & Class Representative:**

Dated: 10/9/2020

DocuSigned by:  
  
By: 837CEE0837CB4CD...  
Matthew Rothchild

**Plaintiff's Counsel:**

Dated: 10/9/2020

  
MOON & YANG, APC  
By: \_\_\_\_\_  
Kane Moon  
Allen Feghali  
Attorneys for Plaintiff

**Defendant:**

Dated:

CALIFORNIA PARKING COMPANY, INC.  
By: \_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

**Defendant's Counsel:**

Dated:

GORDON REES SCULLY MANSUKHANI, LLP  
By: \_\_\_\_\_  
Mark Posard  
Scott Mcleod  
Attorneys for Defendant California Parking Company, Inc.



Settlement. Except for the previously listed exceptions, in response to any inquiries about the Lawsuit ,  
the Parties may state that “the matter has been resolved.”

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
Stipulation of Class Action Settlement between Plaintiff and Defendant as set forth below:

IT IS SO STIPULATED.


**Plaintiff & Class Representative:**

Dated: By: \_\_\_\_\_  
Matthew Rothchild


**Plaintiff’s Counsel:**

Dated: MOON & YANG, APC  
By: \_\_\_\_\_  
Kane Moon  
Allen Feghali  
Attorneys for Plaintiff

**Defendant:**

Dated: 10/26/2020 CALIFORNIA PARKING COMPANY, INC.  
By: Dante Puccinelli  
Print Name  
  
Signature  
Chairman & CEO  
Title

**Defendant’s Counsel:**

Dated: 10/26/2020 GORDON REES SCULLY MANSUKHANI, LLP  
By:   
Mark Posard  
Scott Mcleod  
Attorneys for Defendant California Parking Company,  
Inc.

## EXHIBIT A

## **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. Garrett L. Wong on [REDACTED], 2020, at [REDACTED] a.m. in Department 610 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>		<b>DEADLINE TO ACT</b>
<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 <sixty days from mailing>. 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</b>	The deadline to object is <sixty days from mailing>. 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>Settlement.</b> You must also state whether you intend to intervene in this lawsuit and become a named party to the Action.	
<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 <sixty days from mailing>. 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 fifty percent as wages, twenty percent as penalties, and thirty percent 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.\\_\\_\\_\\_\\_.com](http://www._____.com), 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 \_\_\_\_\_, [City], [State] [Zip] or by email at <<e-mail address>>. 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 [Response Deadline] 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. 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 \_\_\_\_\_, [City], [State] [Zip] or by e-mail to <insert e-mail address>. In order to be valid, your Request to be Excluded from the Settlement must be postmarked on or before [Response Deadline] 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 \_\_\_\_\_, 2020, at \_\_\_\_\_ a.m. in Department 610 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.

***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: <<insert site>>. 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.**

## EXHIBIT B



## **SETTLEMENT PAYMENT ALLOCATION FORM**

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

**Calculation of Settlement Payments:** Each participating Class Member's share of the Net Settlement Amount shall be based upon his or her "Covered Workweeks," or the total number of workweeks worked by 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.). Each participating Class Member's individual Settlement Payment shall be calculated as follows:

Defendant shall provide the Settlement Administrator with the Covered Workweeks for each participating Class Member; the Settlement Administrator shall then (1) divide each participating Class Member's Covered Workweeks by the total Covered Workweeks worked by all participating Class Members, and (2) multiply the result in (1) by the Net Settlement Amount. This calculation yields the amount of the participating Class Member's individual "Settlement Payment." The individual Settlement Payment will be reduced by any required legal deductions and/or payroll withholdings.

The total Covered Workweeks worked by all Class Members is: <<[redacted]>>  
The estimated net settlement amount is: \$83,333.34

**Your Covered Workweeks and Estimated Individual Settlement Payment:** According to Defendant's records, your Covered Workweeks for the Class Period are <<CoveredWorkweeks>>. Based on the number of your Covered Workweeks, **your estimated individual Settlement Payment is <<EstSettPayment>>.** Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

**Procedure for Disputing Information:** If you disagree with the number of Covered Workweeks stated above, you must send a letter or e-mail to the Settlement Administrator stating the reasons why you dispute the number of Covered Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Covered Workweeks you claim you worked from November 14, 2015, through October 31, 2020.

Any disputes and supporting documentation must be mailed or emailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

California Parking Company Settlement [Settlement Administrator] [Address] [City, State Zip, Telephone Number] [e-mail address]
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If you dispute the number of Covered Workweeks stated above, Defendant's records will be presumed accurate unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make a decision as to the Covered Workweeks that should be applied and/or the individual Settlement Payment to which you may be entitled. Such a determination will be made within 14 days of the submission of the dispute. You may appeal the resolution of such dispute at the Final Approval Hearing, and if not satisfied with the Court's decision, may request exclusion from the settlement at the Final Approval Hearing.