

FILED
Superior Court of California
County of Los Angeles

11/12/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
COMPLEX CIVIL LITIGATION

MELE TUPOU and ENRIQUE
MARTINEZ, as individuals, on behalf of
themselves, and all persons similarly
situated,

Plaintiffs,

v.

PARKING NETWORK, INC., a California
corporation authorized to do business in the
state of California; FRANK ARMANDO
ZELAYA, an Individual; and DOES 1 to 10
inclusive,

Defendants.

Case No.: 20STCV08862

Assigned For All Purposes to the Honorable
Timothy Patrick Dillon, Department 15

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

Date: November 12, 2025

Time: 10:00 a.m.

Place: Department 15

Electronically Received 10/20/2025 02:51 PM

1 This Court preliminarily approved the Parties’ Class Action and PAGA Settlement Agreement
2 (“Settlement Agreement” or “Settlement”) in its Order Granting Preliminary Approval of Class Action
3 Settlement, filed on July 31, 2025.

4 On November 12, 2025, at 10:00 a.m., the Court held a hearing on Plaintiff’s Enrique Martinez
5 (“Plaintiff”) Motion for Final Approval of the Parties’ Class Action and PAGA Settlement Agreement
6 (“Motion”). The Court—having received and considered the Settlement Agreement, all of the papers
7 submitted in support of Plaintiff’s Motion, the oral arguments of counsel and the entire record in this
8 action, and this matter having been duly heard—grants final approval of the Settlement, and HEREBY
9 ORDERS and MAKES DETERMINATIONS as follows:

10 1. The following group of persons is hereby certified as Class Members for the purpose of
11 entering a settlement in this matter:

- 12 a. All persons employed by Defendants in California and classified as non-exempt
13 who worked for Defendants as Parking Attendant and/or other similar positions
14 engaged in similar work during the Class Period—from March 5, 2016 through
15 July 31, 2025.

16 2. In accordance with the Preliminary Approval Order, Class Members have been given
17 notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude
18 themselves from its provisions. The Court finds and determines that this notice procedure afforded
19 adequate protections to Class Members and provides the basis for the Court to make an informed
20 decision regarding approval of the settlement based on the responses of Class Members. The Court
21 finds and determines that the notice provided in this case was the best notice practicable, which
22 satisfied the requirements of law and due process.

23 3. For the reasons stated in the Preliminary Approval Order, the Court finds and
24 determines that the proposed class, as defined above, meets all of the legal requirements for class
25 certification, and it is hereby ordered that the Class is finally approved and certified as a Class for
26 purposes of the Settlement (the “Settlement Class”). Pursuant to her request, Ellery Lopez is
27 excluded from the Settlement Class.

28 4. The Court hereby appoints (a) Plaintiff Enrique Martinez as the Class Representative;

1 (b) R. Craig Clark and Alicja A. Urtnowski of Consumer & Employment Lawyers as Class Counsel.

2 5. The Court finds and determines that the terms of the Settlement are fair, reasonable,
3 and adequate to each member of the Settlement Class, that the Settlement Class Members who have
4 not opted out will be bound by the Settlement, that the Settlement is ordered finally approved, and that
5 all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

6 6. The Court finds and determines that the Settlement Shares to be paid to the Settlement
7 Class, as provided for by the Settlement, are fair and reasonable. The Court hereby gives final
8 approval to and orders the payment of those amounts to be made to the Settlement Class out of the Net
9 Settlement Amount in accordance with the Settlement.

10 7. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code
11 §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been given
12 notice of the Settlement. Pursuant to PAGA, Plaintiff submitted a copy of the Settlement to the
13 LWDA at the time he filed his motion seeking approval of the Settlement with the Court. The Court
14 finds and determines that the notice of the Settlement complied with the statutory requirements of
15 PAGA.

16 8. As provided in the Settlement, there is one group of Aggrieved Employees for the purposes
17 of PAGA:

- 18 a. All persons employed by Defendants in California and classified as non-exempt
19 employees who worked for Defendants as a Parking Attendant and/or other
20 similar positions engaged in similar work during the PAGA Period—from
21 November 26, 2018 through July 31, 2025.

22 9. The Court finds and determines that payment to the LWDA of \$7,500, and payment to
23 Aggrieved Employees of \$2,500, as each respective group’s share of the settlement of civil penalties
24 under PAGA in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to
25 and orders that the payment of those amounts be paid out of the Gross Settlement Amount in
26 accordance with the Settlement.

27 10. The Court finds and determines that the fees and expenses of Atticus Administration, in
28 administering the settlement, in the amount of \$11,271, are fair and reasonable. The Court hereby

1 gives final approval to and orders that the payment of that amount be paid out of the Gross Settlement
2 Amount in accordance with the Settlement.

3 11. In addition to any recovery that Plaintiff may receive from the Net Settlement Amount,
4 and in recognition of the Plaintiff's efforts on behalf of the Settlement Class and in exchange for a
5 general release of claims, the Court hereby approves the payment of a service payment to the Class
6 Representative in the amount of \$5,000, and orders that the payment of that amount be paid out of the
7 Gross Settlement Amount in accordance with the Settlement.

8 12. Pursuant to the authorities and argument presented to the Court, the Court approves the
9 payment to Class Counsel of attorneys' fees totaling one-third or $\frac{\$100,000}{\$117,667.67}$ of the Gross Settlement
10 Amount, and orders that the payment of that amount be paid out of the Gross Settlement Amount in
11 accordance with the Settlement. Pursuant to the authorities and argument presented to the Court, the

12 Court also approves the payment to Class Counsel of litigation expenses in the sum of $\frac{\$17,000}{\$18,496.63}$.

13 13. Pursuant to the Settlement Agreement, Plaintiff and all Settlement Class Members
14 permanently release the Released Parties¹ from any and all claims that (1) were alleged, or that
15 reasonably could have been alleged based on the facts asserted in any of the Complaints filed in the
16 Action, including the Operative Complaint, and/or PAGA Notices, and/or (2) ascertained in the course
17 of the Action, for the duration of the Class Period—from March 6, 2016, through July 31, 2025..

18 14. Pursuant to the Settlement, Plaintiff—on behalf of the State of California, the LWDA,
19 and all aggrieved employees—permanently release the Released Parties² from any and all claims for
20 civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts
21 asserted in any of the Complaints filed in the Action, including in the Operative Complaint, and/or
22 PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA
23 Period—from November 26, 2018 through July 31, 2025.

24 15. The Parties are hereby ordered to comply with the terms of the Settlement Agreement.

25 16. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs

26 _____
27 ¹ Per the Settlement Agreement, this includes Defendants and each of its former and present directors,
28 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns and affiliates.

² See *supra* n. 2.

1 except as otherwise provided in the Settlement Agreement and this Order.

2 17. Without affecting the finality of this order in any way, the Court retains jurisdiction of
3 all matters relating to the interpretation, administration, implementation, effectuation, and enforcement
4 of this order and the Settlement; including jurisdiction pursuant to California Rule of Court 3.769(h),
5 solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters,
6 and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
7 law.

8 18. Upon completion of administration of the settlement, the Settlement Administrator will
9 provide written certification of such completion to the Court and counsel for the Parties.

10 19. The Court Sets a Non-Appearance Case Review re: Final Report re: Distribution of
11 Settlement Funds for 08/14/2026, at 4 PM.
12 Final Report is to be filed by noon on 08/12/2026.

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14 **IT IS SO ORDERED.**

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16 DATED: 11/12/2025



17 *[Handwritten Signature]*

18 Honorable Timothy Patrick Dillon
19 Los Angeles County Superior Court
20 Timothy Patrick Dillon / Judge
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