

EXHIBIT 1 TO
MOTION FOR CLASS
CERTIFICATION

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Stipulation”) is entered into, by and between (i) Representative Ashley Sewak, on behalf of herself and all others similarly situated (collectively “Plaintiff”); and (ii) Citywide Parking Services, LLC (“Defendant” or “Citywide”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

WHEREAS:

A. On July 1, 2020, Ashley Sewak filed a Complaint against Defendant in the State Court of Gwinnett County, Georgia, Case No. 20-C-04120-S3 (the “Sewak Action”);

B. The Complaint in Sewak Action alleged claims on behalf of a putative class defined as follows:

All persons who have had a vehicle in his or her possession that was booted by Defendant CWP and paid fines for removal of said device within the City of Marietta from July 1, 2014, through present.

C. On March 10, 2022, Crystal Backmon filed a Complaint against Defendant in the State Court of Gwinnett County, Georgia, Case No. 22-C-01459-S6 (“the Backmon Action”);

D. The Complaint in the Backmon Action alleged claims on behalf of a putative class defined as follows:

All persons who have had a vehicle in his or her possession that was booted by or at the request of Defendants and paid fines for removal of said device within the City of Sandy Springs from September 30, 2017, through present.

E. The Parties agree the putative class allegations in the Sewak Action and the Backmon Action are substantially similar;

F. The Parties have agreed to consolidate the Sewak Action and the Backmon Action into Case No. 22-C-04120-S3 (the “Consolidated Class Action Lawsuit”) and to amend the defined putative class as:

All persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within the City of Sandy Springs from September 30, 2017 to December 18, 2020, and all persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within the City of Marietta from July 1, 2014 to December 18, 2020. Excluded from the Class are: (1) Defendant, and any employee, officer, or director of Defendant; (2) Any employees, officers, or directors of Defendant's Insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Plaintiffs' counsel (the "Class").

G. The Parties have now agreed on terms of a settlement, subject to final approval by the Court after notice to the Class; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, through their respective counsel, subject to approval of the Court, and in consideration of the benefits to the Parties hereto, that the Parties enter into this Stipulation for Settlement, upon and subject to the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Stipulation of Settlement, the following terms shall be defined as follows:

1. "Claim Form" means the documentation a Class Member must submit to be considered for payment under the Stipulation as provided in Paragraph 35, below.
2. "Claim Resolution Process" means the procedures described in Paragraphs 40-43 and 53-58 of this Stipulation for the presentation, evaluation and resolution of claims.
3. "Class Counsel" means the attorney approved and appointed by the Court to represent the Settlement Class and the Class Members as provided in Paragraphs 28, below.
4. "Class Member" means any Person who (a) is included within the definition of the Settlement Class (or succeeds to the interests of such a Person) and (b) does not timely and properly request exclusion from the Settlement Class as provided in Paragraph 44, below.

5. “Class Notice” means the notice of the preliminary approval of this Stipulation and the Proposed Settlement to be given under Paragraphs 31-39, below.
6. “Class Period” means the total class period of September 30, 2017 to December 18, 2020 with respect to lots in Sandy Springs, Georgia and July 1, 2014 to December 18, 2020 with respect to lots in Marietta, Georgia.
7. “Effective Date” means the later of (a) the date defined in Paragraph 85, below, or (b) the thirtieth day after entry of the Final Judgment.
8. “Eligible Class Member” means a Class Member who satisfies the eligibility criteria stated in Paragraph 40, below.
9. “Final Approval Hearing” means the hearing to be held to consider final approval of the Proposed Settlement as provided in Paragraph 51, below.
10. “Final Judgment” means the order and judgment fully and finally disposing of all claims asserted in the Consolidated Class Action Lawsuit against Defendant and all claims settled under the Final Settlement as provided in Paragraph 51, below.
11. “Final Settlement” means the settlement approved by the Court in the Final Judgment as reasonable, adequate, and in the best interests of the Class Members as provided in Paragraphs 51, below.
12. “Individual Notice” means a Class Notice mailed to potential Class Members as provided in Paragraphs 31-39, below.
13. “Legally Authorized Representative” means an administrator/administratrix, personal representative, or executor/executrix of a deceased Class Member’s estate, a guardian, conservator, or next friend of an incapacitated Class Member or any other legally appointed Person or entity responsible for the handling of the business affairs of a Class Member.
14. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.
15. “Preliminary Approval” means the Preliminary Approval Order to be entered by the Court, as provided in Paragraphs 28-29, below.
16. “Proposed Settlement” and “Settlement” mean the settlement described in this Stipulation of Settlement.
17. “Released Claims” means and includes any and all claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or *ex delicto*, debts, liens, contracts, liabilities, agreements, attorneys’ fees, costs, penalties, interest, expenses, or losses (including actual, consequential, statutory, extra-contractual and/or punitive or exemplary damages) arising from the booting of vehicles by Defendant in the cities of Sandy Springs and Marietta which

have been alleged or which could have been alleged by Plaintiff in the Consolidated Class Action Lawsuit, on behalf of themselves and/or on behalf of the Settlement Class, against Defendant, to the same extent of res judicata protections as if the allegations in the Consolidated Class Action Lawsuit had been litigated to finality. Released Claims do not include any claim for enforcement of the contemplated Stipulation of Settlement and/or Final Order and Judgment.

18. “Released Persons” means Defendant and its past or present subsidiaries, parents, and/or affiliates, its successors and predecessors in interest, its assigns, acquirers, divisions, representatives, heirs, officers, directors, shareholders, agents, managing agents, employees, attorneys, auditors, accountants, brokers, surplus lines brokers, underwriters, advisers, insurers, including Essex Insurance Company, Evanston Insurance Company, and Ohio Security Insurance Company, their co-insurers and reinsurers, and any owner of the properties in the City of Sandy Springs and the City of Marietta that contracted with Defendant to boot vehicles parked at the property.
19. “Representative Plaintiff” means Ashley Sewak.
20. “Settlement Class” means:

All persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within the City of Sandy Springs from September 30, 2017 to December 18, 2020, and all persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within the City of Marietta from July 1, 2014 to December 18, 2020.
21. “Stipulation” means this Stipulation of Settlement, including all exhibits hereto.

II. CONSIDERATION

22. The Parties have negotiated a compromise of disputed claims, and have agreed on consideration for payment of claims to Eligible Class Members, according to a formula as provided herein, in exchange for a release of Released Claims to Released Persons, and Dismissal With Prejudice of the Consolidated Class Action Lawsuit.
23. Defendant, through its insurers, shall provide a total settlement fund of up to, but not more than, Three Hundred Fifty Five Thousand Nine Hundred and Five Dollars (\$355,905) (hereinafter the “Class Settlement Fund”). The Class Settlement Fund will be a fund available for the payment of claims to Eligible Class Members, as set forth below, as well as Court-approved attorneys’ fees, administrative fees, and Court-approved participation awards to the Representative Plaintiff. The Class

Settlement Fund shall be the maximum amount of Defendant's monetary obligation in exchange for the release provided herein.

24. Subject to Court-approval, (1) the attorneys' fees shall be no more than One Hundred Twenty One Thousand and Seven Dollars (\$121,007); (2) the cost of administration shall be no more than Forty Thousand Dollars (\$40,000); and (3) the total participation award to the Representative Plaintiff shall be no more than Twenty Five Hundred Dollars (\$2,500).

After payment of the Court-approved attorneys' fees, administration fees, and Court-approved participation award to the Representative Plaintiff, the remainder of the Settlement Fund (\$192,398) will be available to Eligible Class Members as follows:

- (a) Each Eligible Class Member will initially be entitled to a \$45.00 claim payment.
 - (b) Only those Eligible Class Members are eligible to submit a claim and/or receive any amount from the Settlement Fund;
 - (c) If payment of \$45.00 to each Eligible Claim Member would deplete the Settlement Fund without satisfying payment to each Eligible Claim Member, the claim will be determined by dividing the remainder of the Settlement Fund (\$192,398) equally by the number of Eligible Class Members to determine the maximum amount per claim amount for each Eligible Class Member; and
 - (d) Although Defendant shall always be liable up to the remainder of the Settlement Fund (\$192,398), the initial payment on behalf of Defendant shall be \$250,000, inclusive of attorneys' fees, the cost of administration, participation awards, and an initial deposit of \$86,493 for the payment of claims.
25. If any amount of money (hereinafter referred to as the "Residual Funds") remains in the Class Settlement Fund after payment of all of the claim payments, payment of Class Counsel's Court-approved attorneys' fees, administration fees, and payment of any participation award to the Representative Plaintiff, and including any interest that has accrued on the Class Settlement Fund, those Residual Funds shall revert to Defendant's insurers, Evanston Insurance Company and Ohio Security Insurance Company. The Residual Funds shall also include the amounts of any checks or drafts that were not cashed within one hundred twenty (120) days of the date the check or draft was issued.
26. The payments described in Paragraphs 23-24 above, are the only payments to which any Class Members will be entitled under the Proposed Settlement. The payments to Eligible Class Members will be deemed to be inclusive of any claims for penalties and interest.

27. The payment of claims and other obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Consolidated Class Action Lawsuit, and in consideration for the release of any and all Released Claims as against any and all Released Persons. The Parties agree to work together in good faith to expeditiously administer the Settlement.

III. PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS

28. Upon execution of this Stipulation, Plaintiff shall submit this Stipulation to the Court and request an order substantially in the form set forth in **Exhibit “1”** (“Preliminary Approval Order”) that will among other things:

- (a) Preliminarily certify the Settlement Class, as defined herein, for settlement purposes and designate the following attorney as counsel for the Settlement Class (“Class Counsel”):

Matt Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW
Suite 370
Atlanta, Georgia 30309
matt@wfirm.com
(404) 888-4444

Preliminary certification and all actions associated with preliminary certification are undertaken on the condition that the certification and designations shall be automatically vacated if this Stipulation is terminated or is disapproved in whole or in part by the Court, any appellate court and/or any other court of review, or if the agreement to settle is revoked pursuant to Paragraph 69, in which event this Stipulation and the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including the “certifiability” of any class, as discussed in Paragraphs 71-72 of this Stipulation;

- (b) Preliminarily approve this Stipulation as sufficiently fair and reasonable to warrant sending notice to the Settlement Class preliminarily certified for settlement purposes;
- (c) Preliminarily enjoin any Class Member from bringing a new alleged class action or attempting to amend an existing action to assert any class claims that would be released pursuant to the Stipulation;
- (d) Appoint Atticus Administration LLC as the Class administrator (“Administrator”);
- (e) Direct that Class Counsel and the Administrator cause the Individual Notice to be distributed by first class mail, postage prepaid, bearing the return address of the Administrator not less than sixty (60) days before the Final

Approval Hearing set by the Court to all Class Members reasonably identified through the searches described in Paragraphs 31, below, addressed in care of and to the last known address corresponding to the license plate number as identified by records maintained by Defendant as described below;

- (f) Determine that distribution of the Individual Notice and Publication Notice as described herein, are the reasonable and best practicable notice under the circumstances; are reasonably calculated to apprise Class Members of the pendency of the Consolidated Class Action Lawsuit and of their right to object or opt-out of the Proposed Settlement; constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet the requirements of the Georgia Rules of Civil Procedure, and requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law;
 - (g) Require each potential Class Member who wishes to exclude himself or herself from the Settlement Class to submit to the Administrator a written request for exclusion to be postmarked no later than twenty (20) days prior to the Final Approval Hearing;
 - (h) Rule that any potential Class Member who does not submit a timely, written request for exclusion in accordance with Paragraph 44, below, will be bound by all proceedings, orders and judgments in the Consolidated Class Action Lawsuit;
 - (i) Require that each Class Member who has objections to the Proposed Settlement file an objection with the Court no later than twenty (20) days before the Final Approval Hearing in accordance with Paragraphs 46-49, below; and
 - (j) Preliminarily appoint Ashley Sewak as the Class Representative.
29. Preliminary certification of the Settlement Class and appointment of the Class Representative and Class Counsel for purposes of this Proposed Settlement by the Court shall be binding only with respect to the Proposed Settlement. In the event the Proposed Settlement is not consummated for any reason, whether due to a termination of this Stipulation in accordance with its terms, a failure or refusal of the Court to approve the Proposed Settlement, or a reversal or modification of the Court's approval of the Proposed Settlement on appeal, or for any other reason, then (a) the Court shall vacate the certification of the Settlement Class, (b) the Parties shall proceed as though the Stipulation had never been entered and the Settlement Class had never been certified, subject to Paragraphs 71-72, and (c) Defendant shall have the right to contest the certification of any class herein. Nothing herein shall preclude the Court from considering the merits of any motion for class certification.

30. Upon the Preliminary Approval of this Stipulation and the Proposed Settlement as provided in Paragraph 31, below, all proceedings in the Consolidated Class Action Lawsuit shall be stayed until further order of the Court; provided, however, the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Stipulation.

IV. CLASS NOTICE

31. Within 15 days after the Preliminary Approval of the Proposed Settlement as provided in Paragraph 28, above, Defendant shall provide to Class Counsel and the Administrator those spreadsheets in its possession and readily obtainable that include the license plate data of each potential Class Member that they have been able to identify, after conducting a reasonable search and making a reasonable inquiry of its records of bootings of Class Members during the Class Period.
32. Within 30 days after receipt of this information, Class counsel shall provide to the Administrator and Defendant, a list of the names and last known address of the potential Class Members he was able to identify through use of the license plate data.
33. Thereafter, not less than 60 days prior to the Final Approval Hearing, the Administrator shall send a copy of the Individual Notice and a Claim Form by first-class mail to each potential Class Member for whom were identified through license plate data. Prior to posting of the Individual Notice by the Administrator with the United States Postal Service, the Administrator shall utilize the National Change of Address database (the "NCOA") in an attempt to obtain the most current addresses for those receiving the Individual Notice.
34. After the posting of the Individual Notice by the Administrator with the United States Postal Service, for any Individual Notices returned as undeliverable, the Administrator shall utilize the services of a commercial database resources entity (e.g., Accurant, TransUnion, etc.), and attempt to obtain current mailing addresses for such returned Individual Notice(s), and should the commercial database show a more current address, the Administrator shall re-post the returned Individual Notice to the more current address; *provided however*, if a determination is made in good faith by the Administrator that it is not possible to further update any particular Class Member's address(es) in sufficient time to re-post the Class Notice(s) at least thirty (30) days before the scheduled Final Approval Hearing, then the Administrator need not make any further efforts to provide further Individual Notice to such Person(s).
35. The Individual Notice will be approved as to form and content by the Court and be substantially in the form attached hereto as **Exhibit "2"**, unless otherwise modified by agreement of the Parties and approved by the Court. The mailing to the Class Members that contains the Individual Notice will also include a copy of the Claim Form, in a format substantially similar to **Exhibit "3"**.

36. If any Individual Notice and/or Claim Form mailed to any potential Class Member in accordance with Paragraphs 33-35 is returned to the Administrator as undeliverable, the Administrator will promptly log each Individual Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to Defendant and Class Counsel as requested. It is agreed by the Parties that the procedures set forth in the preceding paragraphs constitute reasonable and best practicable notice under the circumstances, and constitute an appropriate and sufficient effort to locate current addresses for Class Members such that no additional efforts to do so shall be required. Upon request, the Administrator shall provide Class Counsel and/or Defendant such reasonable access to the notice process as they may need to monitor compliance with the notice campaign.
37. In addition to the Individual Notices mailed in accordance with Paragraphs 33-35, above, the Administrator shall establish a website and post on that website the Stipulation and a Detailed Notice. Claims may also be asserted through the website established by the Administrator. The Detailed Notice will be approved by the Court as to form and content and be substantially similar to that attached hereto as **Exhibit “4”**.
38. In addition to the Individual Notices mailed in accordance with Paragraphs 33-35, above, the Administrator shall, commencing no later than the date of posting for the Individual Notices, cause to be published a notice (“Publication Notice”) of the Settlement on Meta social media platforms. The Publication Notice shall be published once a week for four consecutive weeks, in a form substantially similar to that attached hereto as **Exhibit “2”**.
39. The Individual Notice and Claim Form will also be made available to all potential Class Members by request to the Administrator, who shall send via first class U.S. mail any of these documents as requested from the Administrator by any potential Class Member.

V. SUBMISSION OF CLAIMS BY CLASS MEMBERS

40. To be eligible for a payment as an Eligible Class Member, a Class Member must timely submit a Claim Form in accordance with Paragraphs 41-43, below. Claim Forms shall be pre-printed with the information contained in paragraph 43, to the extent such information is known.
41. Class Members who do not timely request exclusion from the Settlement Class have the opportunity to submit Claim Forms requesting payments calculated in accordance with paragraphs 23-24, above. Claim Forms shall be included with the Individual Notices mailed to Class Members as provided in Paragraphs 33-39, above. In addition, the Administrator will provide Claim Forms to Class Members upon request. Claim Forms may be submitted on behalf of deceased or incapacitated Class Members by their Legally Authorized Representatives, who must provide reasonable proof of their authority, as determined solely by the Administrator. Any rights to settlement claim payments under this Stipulation shall

inure solely to the benefit of Class Members and are not transferable or assignable to others.

42. To be considered for payment, a Claim Form must be completed, under the penalty of perjury and documented in accordance with Paragraph 43, below, mailed to the address of the Administrator as specified in the Claim Form, and postmarked no later than thirty-five (35) days after the Final Approval Hearing. Claim Forms will not be considered for payment if they are postmarked more than thirty-five (35) days after the date of the Final Approval Hearing.
43. To be considered for payment, a Class Member must affirm that the pre-printed information contained on the claim form (name and address of the Class Member, the address of the booting, the date of the booting, the license plate of the booted vehicle, and certification that the Class Member) was the one driving the vehicle and paid to have the boot removed. The Claim Form must contain a signature affirming under the penalty of perjury as to all statements in the Claim Form.

VI. REQUESTS FOR EXCLUSION AND OBJECTIONS TO THE SETTLEMENT

44. Class Members who wish to exclude themselves from the Settlement Class must submit written requests for exclusion. To be effective, such a request must include the Class Member's name and address, a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class, and the signature of the Class Member or, in the case of a Class Member who is deceased or incapacitated only, the signature of the Legally Authorized Representative of the Class Member. The request must be mailed to the Administrator at the address provided in the Class Notice and must be postmarked no later than twenty (20) days prior to the Final Approval Hearing.
45. The Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to Defendant, Evanston, Ohio Security Insurance Company, and Class Counsel as requested.
46. Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Class Members who choose to object to the Proposed Settlement must file written notices of intent to object. Any Class Member may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the Proposed Settlement, and on the application for an award of attorneys' fees and costs. The right to object to the Proposed Settlement must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity.
47. To be effective, a notice of intent to object to the Proposed Settlement must:
 - (a) Contain a heading which includes the name of the case and case number;

- (b) Provide the name, address, telephone number and signature of the Class Member filing the objection;
 - (c) Indicate the specific reasons why the Class Member objects to the Proposed Settlement;
 - (d) Be filed with the Clerk of the Court not later than twenty (20) days prior to the Final Approval Hearing;
 - (e) Be sent to the Administrator by first-class mail, and postmarked no later than twenty (20) days prior to the Final Approval Hearing;
 - (f) Contain the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she or it must comply with all applicable Georgia laws and rules for filing pleadings and documents in Georgia Courts; and
 - (g) State whether the objecting Class Member ("Objector") intends to appear at the Final Approval Hearing, either in person or through counsel.
48. In addition, a notice of intent to object must contain the following information, if the Class Member or his/her or its attorney requests permission to speak at the Final Approval Hearing:
- (a) A detailed statement of the specific legal and factual basis for each and every objection;
 - (b) A list of any and all witnesses whom the Objector may call at the Final Approval Hearing, with the address of each witness and a summary of his or her proposed testimony;
 - (c) A detailed description of any and all evidence the Objector may offer at the Final Approval Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Final Approval Hearing; and
 - (d) Documentary proof of membership in the Settlement Class.
49. Any Class Member who does not file a timely notice of intent to object in accordance with Paragraphs 46-48 shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Proposed Settlement. Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against Defendant by complying with the exclusion provisions set forth in Paragraph 44, above. Class Members who object to the Proposed Settlement shall remain Class Members and will have voluntarily waived their right to pursue an independent remedy against Defendant. To the extent any Class Member(s) objects to the Proposed Settlement, and such objection is overruled in whole or in part, such

Class Member(s) will be forever bound by the Final Judgment of the Court. Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions in Paragraph 44, above.

50. The Administrator shall give Defendant and Class Counsel a copy of each notice of intent to object received by the Administrator upon receipt.

VII. FINAL APPROVAL OF THE PROPOSED SETTLEMENT

51. After the completion of the mailing of Individual Notices as provided in Paragraphs 35-36, the publishing of Publication Notice as provided in Paragraph 37, the deadline for seeking exclusion from the Settlement Class as provided in Paragraph 44, and the deadline for filing a notice of objection to the Proposed Settlement as provided in Paragraphs 46-49, Class Counsel will file a motion seeking the Court's final approval of the Preliminary Approval Order at a Final Approval Hearing to be held at a time, date, and location that will be stated in the Individual Notice and Publication Notice, and in the order preliminarily approving the Proposed Settlement. Plaintiff shall request the Court to enter a Final Judgment substantially in the form of the Final Order and Judgment Approving Settlement and Dismissing Action with Prejudice attached hereto as **Exhibit "5"** in the Consolidated Class Action Lawsuit, which provides for:
- (a) Approving the Proposed Settlement without material alteration, and directing the parties and counsel to comply with and consummate the terms of this Stipulation;
 - (b) Certifying the Settlement Class for settlement purposes only;
 - (c) Finding Class Counsel and Plaintiff have adequately represented the Settlement Class;
 - (d) Finding the terms of this Stipulation are fair, reasonable, and adequate to the Settlement Class;
 - (e) Providing that each member of the Settlement Class shall be bound by the provisions of this Stipulation, including the releases in Paragraphs 76-79;
 - (f) Finding the mailing of the Individual Notice and publication of the Publication Notice approved by the Court were best practicable notice and satisfy the requirements of the Georgia Rules of Civil Procedure and the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law;
 - (g) Dismissing all claims in the Consolidated Class Action Lawsuit as to Defendant on the merits and with prejudice, and entering final judgment thereon;

- (h) Permanently enjoining Class Members who have not opted out, from filing, commencing, prosecuting, intervening in, or participating in (as parties and/or class members) any action regarding any Released Claim, and providing that any person in contempt of the injunction may be subject to sanctions, including payment of reasonable attorneys' fees incurred to seek enforcement of the injunction;
- (i) Approving the payment of the attorneys' fees, costs and expenses to Class Counsel in an amount up to One Hundred Twenty One Thousand and Seven Dollars (\$121,007) and a participation award to the Representative Plaintiff of Twenty Five Hundred Dollars (\$2,500).

Defendant will not oppose final approval of the settlement in the form of the Final Judgment attached hereto as **Exhibit "5"** and may submit its own material in respect to Final Settlement approval at the Final Approval Hearing.

- 52. The Parties to this Stipulation further agree that any party to this Stipulation, counsel in any capacity in which they may act under the authority of the Stipulation, and any employees, representatives, or agents of such law firms or the Parties to the Stipulation (including, without limitation, the Administrator and those employees and independent contractors who may furnish services in connection with the proposed Stipulation) shall not be liable for anything done or omitted in connection with the Stipulation and/or the claims administration process under it except for their own willful misconduct. Neither Plaintiff, Defendant, nor any of the Parties' counsel, shall be liable for any act or omission of the Administrator.

VIII. CLAIMS ADMINISTRATION

- 53. Class Members who satisfy the eligibility criteria stated in Paragraph 44, and who timely submit Claim Forms in accordance with Paragraphs 46-47 ("Eligible Class Members") will be eligible to receive cash payments from the Settlement Fund. Eligible Class Members must timely submit a Claim Form to receive a payment from the Settlement. Settlement payments shall be made payable to the Class Member, except as provided in Paragraph 45.
- 54. Administrator shall review and assess all Claim Forms submitted by Class Members and make a determination whether such Claim Forms are timely, complete, and under the penalty of perjury. If a Claim Form is defective as to any of the requirements for validity other than timeliness of submission, that individual shall be given one opportunity to cure the defect(s). Within ten business days of the receipt of the defective Claim Form by the Administrator, the Administrator will return by U.S. mail the defective Claim Form to the Class Member, with a notice prepared by the Administrator informing the Class Member of the defect(s). The Class Member must return, by U.S. mail, a valid Claim Form to the Claims Administrator postmarked no later than 21 calendar days after the date the defect notice was mailed by the Claims Administrator, even if this date is more than 35 days after the Effective Date. The Administrator must provide notice of the new

deadline with the returned Claim Form and direct the Class Member to contact it or Class Counsel with any questions.

55. Claim Forms that are not complete, under the penalty of perjury and timely received by the Administrator, either initially or as corrected per Paragraph 54, will be considered invalid claims, and shall not be considered for payment.
56. The Claim Resolution Process shall proceed as follows:
 - (a) Within 150 days after the Effective Date, Administrator shall (i) make a determination of the payment, if any, due in response to each Claim Form, and (ii) provide written notice to Defendant (with a copy to Class Counsel) of the decision to grant or deny the Claim, and if granted, whether the claim falls within the Class Period, and the amount of the proposed payment. In making each such determination, Administrator shall consider any information provided by the Class Member and any information contained on the pre-filled claim form.
 - (b) Within 30 days after receipt of the written notice described in Paragraph 56(a), for any claim granted by Administrator that Defendant does not believe falls within the proper subclass, Defendant and/or its insurers may give notice to the Administrator that they contest such claim. Defendant shall provide a brief explanation of what is being contested and the basis for such contest.
 - (c) The Administrator shall have thirty (30) days after receipt to respond in writing, with a copy to Class Counsel, to the objection. If the Parties cannot come to an agreement, the claim shall be submitted to the Court for resolution.
57. All claims due shall be paid from the Class Settlement Fund pursuant to Paragraph 56 within forty-five (45) days after the date on which the Administrator mails the written notice of the granting of the claim and specifying the amount to be paid.
58. In the event that the Administrator determines the total amount to be paid out of the Class Settlement Fund, based on received Claims Forms, is likely to exceed 90% of the available funds, notice shall be provided to the Class Counsel and Defendant.

IX. COMMUNICATIONS WITH MEMBERS OF THE SETTLEMENT CLASS

59. The Individual Notice and Publication Notice shall list the law firm designated as Class Counsel and the name, address and telephone number of the Administrator. Communications with potential Class Members regarding the Proposed Settlement shall primarily be handled through the Administrator, or Class Counsel if required. Nothing herein shall preclude Defendant or its agents from responding to inquiries it may receive regarding the Settlement, or to discussing matters unrelated to the Settlement with its customers.

X. REPRESENTATION OF OPT OUTS

60. Class Counsel and its firm agrees not to represent, encourage, solicit or otherwise assist, in any way whatsoever, including but not limited to referrals to other counsel, any person in requesting exclusion from the Settlement Class.

XI. COSTS OF CLAIMS NOTICE AND ADMINISTRATION

61. Defendant's insurers shall pay all reasonable costs of notice to the Settlement Class, as described in Paragraphs 31-39 above, including all costs of administration contemplated by this Stipulation and the cost of an Administrator selected by the Parties to assist in the administration of the settlement of this Action. The costs to administer the settlement shall not exceed \$40,000.
62. Included within the costs to administer the settlement, Defendant's insurers will pay the reasonable costs of printing, reproducing, and mailing the checks, forms, notices, and responses that they send in connection with the administration of the claims process described above. In addition, Defendant's insurers will pay the reasonable costs associated with the services of the Administrator to undertake any duties reasonably required to assist in the management of this Proposed Settlement.
63. Defendant's insurers obligation to pay the reasonable cost of claims notice and administration as set forth herein shall be included within, and not in addition to, the total Class Settlement Fund.

XII. ATTORNEYS' FEES AND CLASS REPRESENTATIVE FEE

64. Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses, and Class Representative's entitlement to a participation award, will be determined by the Court.
65. Plaintiff will file a motion with the Court prior to the Final Approval Hearing requesting an award of attorneys' fees, costs, and expenses payable to Class Counsel in a total amount not to exceed One Hundred Twenty One Thousand and Seven Dollars (\$121,007) and a participation award to the Representative Plaintiff of Twenty Five Hundred Dollars (\$2,500).
66. At the Final Approval Hearing, Class Counsel will ask the Court to issue an order awarding attorneys' fees, costs, and expenses and the participation award to the Representative Plaintiff, up to these respective amounts.
67. Defendant will not object to Plaintiff's motion requesting an award of attorneys' fees, costs, and expenses to be paid to Class Counsel in a total amount not to exceed One Hundred Twenty One Thousand and Seven Dollars (\$121,007) and a participation award to the Representative Plaintiff of Twenty Five Hundred Dollars (\$2,500), and agrees to pay attorneys' fees, costs, and expenses awarded by the Court not to exceed One Hundred Twenty One Thousand and Seven Dollars (\$121,007) and a participation award to the Representative Plaintiff of Twenty Five

Hundred Dollars (\$2,500), in addition to the amounts paid to Class Members in accordance with Paragraphs 23-24, above, provided that these sums shall come from the Settlement Fund and shall not result in a payment in excess of those amounts.

68. All approved attorneys' fees, costs, and expenses shall be payable to Wetherington Law Firm, P.C. within thirty (30) business days after the Effective Date. Class Counsel hereby waives, discharges and releases Defendant of and from any and all other claims for attorneys' fees, costs, and expenses, whether by lien, statute, or otherwise, for legal submission rendered by counsel in connection with the Consolidated Class Action Lawsuit.

XIII. DISAPPROVAL OR TERMINATION OF THE PROPOSED SETTLEMENT

69. Within twenty (20) days after notice of the occurrence of any of the following events, Defendant shall have the right, exercisable at its own discretion, to terminate this Stipulation by delivering written notification of such election to Class Counsel, if:
- (a) The Court, or any appellate court(s), rejects, denies approval, disapproves, or modifies the Stipulation or any portion of this Stipulation that Defendant in its sole judgment and discretion believes to be material, including, but not limited to, the terms of the Settlement Class relief, the provisions relating to notice, the definition of the Settlement Class, or the Released Claims; or
 - (b) The Court, or any appellate court(s), does not enter or completely and unconditionally affirm any portion of the Stipulation, Preliminary Approval Order or Final Judgment that Defendant in its sole judgment and discretion believes to be material; or
 - (c) If any regulatory agency or governmental agency should challenge any of the terms of the Stipulation in any way that Defendant in its sole judgment and discretion believes to be materially adverse to Defendant's interests; or
 - (d) The number of Persons who exclude themselves from the Settlement Class equals or exceeds 10% of the potential Class Members; or
 - (e) Any financial obligation is imposed upon Defendant and/or its insurers in addition to and/or greater than those specifically accepted by Defendant and/or its insurers in this Stipulation; or
70. If an option to withdraw from and terminate this Stipulation arises under Paragraph 74, none of the Parties are required for any reason or under any circumstance to exercise that option.

71. If the Proposed Stipulation shall fail for any reason other than a breach by one of the Parties, or if this Stipulation shall be terminated by Defendant pursuant to Paragraph 69:
- (a) This Stipulation and the Proposed Settlement shall have no further force or effect, and all proceedings that have taken place with regard to this Stipulation and the Proposed Settlement shall be without prejudice to the rights and contentions of the parties hereto and any of the putative Class Members;
 - (b) This Stipulation, all of its provisions (including, without limitation, any provisions regarding class certification), and all negotiations, statements and proceedings relating to them shall be without prejudice to the rights of any of the parties, each of whom shall be restored to their respective positions existing immediately before settlement negotiations and the execution of this Stipulation;
 - (c) This Stipulation, any provision of this Stipulation (including without limitation the provisions regarding class certification), and the fact of this Stipulation having been made, shall not be admissible or entered into evidence for any purpose whatsoever and shall not be subject to discovery;
 - (d) Any judgment or order entered in the Action after the date of this Stipulation, including, without limitation, any order certifying the Settlement Class, will be vacated and will be without any force or effect in any action or proceeding. The parties hereto agree they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this Stipulation; and
 - (e) The parties hereby agree they will not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel and other similar or related theories, that the Stipulation and related pleadings and filings, any provision of this Stipulation (including without limitation the provisions regarding class certification), the fact of this Stipulation having been made, and any settlement negotiations preclude Defendant from opposing certification or the claims in the Consolidated Class Action, or any other proceeding.
72. Paragraph 71 shall survive any termination of this Stipulation.

XIV. DENIAL OF LIABILITY

73. Defendant denies each and every material allegation in the Consolidated Class Action Lawsuit. Defendant, along with its insurers, nonetheless have concluded that it is in their best interest that the Consolidated Class Action Lawsuit be settled on the terms and conditions set forth in this Stipulation. Defendant reached this conclusion after considering the factual and legal issues in the Consolidated Class Action Lawsuit, the substantial benefits of a final resolution of those actions, and

the expense that would be necessary to defend those actions through trial, appeal and any subsequent proceedings that may occur.

74. This Stipulation represents a compromise of disputed claims. As a result of the foregoing, Defendant enters into this Stipulation without in any way admitting, conceding or acknowledging any fault, liability, or wrongdoing of any kind. Neither this Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant of the truth of any of the allegations in the Consolidated Class Action Lawsuit, or of any liability, fault, or wrongdoing of any kind on the part of Defendant. This Stipulation shall not be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Defendant, nor as an admission or concession that the Consolidated Class Action Lawsuit may properly be maintained as a litigation or arbitration class action. In the event the Proposed Settlement is not finally approved for any reason, Defendant shall retain the right to object to the maintenance of the Consolidated Class Action Lawsuit and/or any other proceeding as a class action and to contest the Consolidated Class Action Lawsuit and/or any other case on any ground.
75. Neither this Stipulation, nor the negotiations of the Class Settlement, nor the Class Settlement procedures, nor any act, statement or document related in any way to the Class Settlement negotiations or settlement procedures, nor any pleadings, or other document or action related in any way to the Stipulation shall be (1) offered into evidence in the Consolidated Class Action Lawsuit, or in any other case or proceeding in support of or in opposition to a motion to certify a contested class or (2) otherwise used in any case or proceeding whatsoever in support of or in opposition to a motion to certify a contested class.

XV. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

76. Upon the Effective Date, Plaintiff, all Class Members, and their heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, will be bound by the Final Judgment and conclusively deemed to have fully released with prejudice, acquitted and forever discharged, to the fullest extent permitted by law, all of the Released Persons from the Released Claims, and agree not to institute, maintain, or assert any Released Claims against the Released Persons.
77. Nothing contained in this Stipulation shall (a) preclude the enforcement of the terms of this Stipulation or the Final Judgment or (b) preclude Plaintiff or Class Members from participating in the Claim Resolution Process.
78. Upon entry of the Final Judgment described in Paragraphs 51, the Consolidated Class Action Lawsuit will be dismissed with prejudice, and Plaintiff, individually

and on behalf of the Settlement Class, will release with prejudice all the Released Persons from all of the Released Claims.

XVI. WAIVER OF PROVISIONS BARRING RELEASE OF UNKNOWN CLAIMS

79. The provisions of any state, federal, municipal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, and/or damages that are unknown or unsuspected to exist at the time a settlement agreement is executed and/or approved by a court, are hereby expressly, knowingly, and voluntarily waived by and on behalf of Plaintiff and all members of the Settlement Class.

XVII. CONFIDENTIALITY AGREEMENT

80. The following constitutes highly confidential and proprietary business information of Defendant as well as personal information of Class Members (the “Proprietary Information”): the license plate numbers, car information, certain minimal credit card information, the type of data collected, and other data concerning individuals compiled by Defendant, Class Counsel, and/or the Administrator in effectuating the Proposed Settlement. The confidentiality of all Proprietary Information shall be protected from disclosure by Class Counsel and/or other attorneys for Plaintiff in the Consolidated Class Action Lawsuit to any persons other than those described in Paragraph 81 below.
81. No persons other than the Parties, their counsel and clerical/administrative personnel employed by counsel, the Administrator, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.
82. Within thirty (30) days after all eligible claims have been resolved and paid, Class Counsel shall destroy or return to counsel for Defendant all Proprietary Information, and all confidential documents, data or information, all copies thereof in their possession, custody, or control and any other confidential documents (exclusive of documents filed with the Court) provided by Defendant to Class Counsel in connection with this Stipulation. Within forty-five (45) days after all eligible claims have been resolved and paid, Class Counsel shall deliver a letter to counsel for Defendant confirming its undertaking and compliance with this Paragraph. Further, the Parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel shall use any of this Proprietary Information or other confidential material in any other litigation, current or future, unless independently obtained through discovery or other procedures in such other litigation.
83. Other than the Individual Notices and Publication Notice provided for herein, the Parties agree that none of them shall publicize the terms of the Settlement, nor publish a press release, nor publish a release or notice on the Internet or any other media outlet, concerning the terms of the Proposed Settlement and/or Final

Settlement. If any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement evidenced by this Stipulation, in the absence of a response agreed upon by all Parties, no information will be provided in response to such inquiries except to the extent such information appears as part of the public record.

XVIII. RETENTION OF RECORDS

84. The Administrator, Defendant, and Class Counsel shall retain copies or images of all returned Individual Notices, Claim Forms, and correspondence relating thereto, for a period of up to one (1) year after the Effective Date. After this time, the Administrator, Defendant, and Class Counsel, may destroy documentary records they have in their possession. Nothing in this Stipulation shall be construed to require the Administrator, Defendant, and Class Counsel, to retain records beyond their respective, discretionary, record retention policies.

XIX. EFFECTIVE DATE

85. The Effective Date of the Final Settlement shall be the first date on which all of the following statements are true:
- (a) All parties have executed this Stipulation;
 - (b) No party has terminated the Stipulation;
 - (c) The Court has preliminarily approved this Stipulation and the Proposed Settlement;
 - (d) The Court has entered a Final Judgment substantially in the form of **Exhibit “5”** hereto, approving this Stipulation and the Proposed Settlement without material alteration, releasing all of the Released Persons from all of the Released Claims, and dismissing the Consolidated Class Action Lawsuit with prejudice and without leave to amend; and
 - (e) (i) The time to file an appeal from the Final Judgment has expired without the filing of any appeal(s) or (ii) if any appeal has been taken from the Final Judgment, then the date on which all appeals therefrom, including petitions for rehearing, petitions for rehearing *en banc*, and petitions for certiorari, or any other form of judicial review have been finally disposed of in a manner that affirms the Final Judgment without material alteration.

XX. MISCELLANEOUS PROVISIONS

86. The Parties hereto and their undersigned counsel agree to undertake their best efforts and to cooperate with each other to effectuate this Stipulation and the terms of the Proposed Settlement, including taking all steps and efforts contemplated by this Stipulation, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise. The Parties further agree to cooperate

in respect to reasonable, agreed extensions to the timetable hereunder, subject to such Court approval as may be required.

87. The undersigned counsel represent they are fully authorized to execute and enter into the terms and conditions of this Stipulation on behalf of their respective clients.
88. Except as otherwise provided, this Stipulation contains the entire agreement of the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Stipulation are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Stipulation are and shall be binding upon each of the Parties hereto, upon each of their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Class Member.
89. This Stipulation may be amended or modified only by a written instrument signed by counsel for all Parties. Amendments and modifications may be made without additional notice to the potential Class Members unless such notice is required by the Court.
90. This Stipulation shall be subject to, governed by, construed in light of, and enforced pursuant to the laws of the State of Georgia. Further, the Court in the Consolidated Class Action Lawsuit shall retain exclusive and continuing jurisdiction over the actions, all Parties, and all Class Members to enforce the terms, conditions, and obligations of this Stipulation.
91. The exhibits to this Stipulation are integral parts of the settlement and are hereby incorporated and made parts of this Stipulation.
92. To the extent permitted by law, this Stipulation may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Stipulation.
93. Nothing contained in this Stipulation or in any proceedings concerning the settlement of the Consolidated Class Action Lawsuit shall in any way affect Defendant's rights to seek contribution, indemnity or any other relief from any person or entity not a party to the Consolidated Class Action Lawsuit. All such rights and remedies are specifically retained and preserved.
94. This Stipulation shall be deemed to have been executed upon the last date of execution by all the undersigned parties and/or counsel.
95. This Stipulation may be executed in counterparts, each of which shall constitute an original.

Dated: _____, 2023

**ASHLEY SEWAK,
INDIVIDUALLY, AND ON BEHALF OF A CLASS OF
SIMILARLY SITUATED PERSONS**

COREY JONES

Dated: _____, 2023

**REPRESENTATIVE FOR DEFENDANT
CITYWIDE PARKING SERVICES, LLC**

CHRIS HASELTINE

ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT

WHEREAS Plaintiff, Ashley Sewak (“Plaintiff”), individually and as Class Representative on behalf of a proposed Settlement Class, and Defendant Citywide Parking Services, LLC (“Citywide”), all acting by and through their respective counsel, have agreed, subject to Court approval, to settle *Ashley Sewak v. Citywide Parking Services, LLC*, Case No. 20-C-04120-S3 and *Crystal Backmon v. Citywide Parking Services, LLC*, Case No. 22-C-01459-S6, which have been consolidated into Case No. 22-C-04120-S3 (the “Consolidated Class Action Lawsuit”), pending in front of this Court, upon the terms and conditions stated in the Stipulation of Settlement filed with the Court on _____ (the “Stipulation”);

NOW, THEREFORE, based upon the Stipulation, upon all of the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a hearing should be held to determine whether the Proposed Settlement described in the Stipulation is fair, reasonable, and adequate;

IT IS HEREBY ORDERED THAT:

1. The Stipulation is hereby incorporated by reference in this Order and all terms defined in the Stipulation will have the same meanings in this Order.
2. For purposes of determining whether the terms of the Proposed Settlement should be finally approved as fair, reasonable and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within

the City of Sandy Springs from September 30, 2017 to December 18, 2020, and all persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within the City of Marietta from July 1, 2014 to December 18, 2020. Excluded from the Class are: (1) Defendant, and any employee, officer, or director of Defendant; (2) Any employees, officers, or directors of Defendant's Insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Plaintiffs' counsel (the "Settlement Class").

3. Plaintiff is preliminarily appointed as representative of the Settlement Class ("Class Representative"), and the following attorney for Plaintiff is preliminarily appointed as counsel for the Settlement Class ("Class Counsel"):

Matt Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW, Suite 370
Atlanta, Georgia 30309
matt@wfirm.com
(404) 888-4444

If final approval of the Proposed Settlement is not granted, this Order, including the above description of the Settlement Class and the preliminary appointment of the Class Representative and Class Counsel, shall be automatically vacated. If the Stipulation is terminated or is disapproved in whole or in part by this Court, any appellate court and/or any other court of review, or if any of the parties invoke their right to revoke their agreement to settle as provided in paragraphs 69-71 of the Stipulation, the Stipulation and the fact that it was entered into shall not be offered, received or construed as an admission or as evidence for any purpose, including the "certifiability" of any litigation class, as discussed in paragraphs 74-74 of the Stipulation.

4. Pending a final determination of whether the Proposed Settlement should be approved as fair, reasonable, and adequate, neither Plaintiff nor any potential Class Member, whether directly, indirectly, representatively or in any other capacity, shall start, join, continue, litigate or participate in or accept any benefit or relief from any other lawsuit, arbitration, or

administrative or regulatory proceeding against Citywide that is based on, relates to, or involves any of the claims, facts, circumstances, or subject matters of the Consolidated Class Action Lawsuit or the Stipulation. Accordingly, the Court hereby preliminarily enjoins any and all Georgia residents (and any other person within the jurisdiction of the Court) from bringing a new class action or attempting to amend an existing action to assert any class claims that would be released pursuant to the Stipulation.

5. The parties have prepared the Individual Notice, Claim Form and Detailed Notice, which have been submitted to the Court as Exhibits “2”, “3”, and “4” to the Stipulation. As set forth herein, the Court has reviewed and approved the Individual Notice, Claim Form and Detailed Notice.

6. Atticus Administration, LLC is preliminarily appointed as the third-party administrator (the “Administrator.”).

7. As soon as practicable after the preliminary approval of the Proposed Settlement, Citywide shall provide to Class Counsel and the Administrator those spreadsheets in its possession and readily obtainable that include the license plate data of each potential Class Member that it has been able to identify, after conducting a reasonable search and making a reasonable inquiry of its records of bootings of Class Members during the Class Period. Such spreadsheets will be provided in their original or similar machine-parsable format.

8. Within 30 days after receipt of this information, the Administrator shall provide to Class Counsel and Defendant, a list of the names and last known address of the potential Class Members the class administrator was able to identify through use of the license plate data. Thereafter, the Administrator shall send a copy of the Individual Notice and a Claim Form by text message and/or first-class mail to each potential Class Member for whom were identified through

license plate data. Prior to mailing the Individual Notice and Claim Form, the Administrator will run these addresses once through the National Change of Address Database (“NCOA”) for a more current name and/or address for each potential Class Member. Upon completion of the updating efforts, the Administrator shall use its best efforts to complete the mailing of the Individual Notice and Claim Form to potential Class Members at least sixty (60) days before the scheduled Final Approval Hearing. The Individual Notice and Claim Form are hereby approved as to form and content by the Court and shall be substantially in the form attached to the Stipulation as Exhibits “2” and “3”, unless otherwise modified by agreement of the parties and approved by the Court. The mailing to the Class Members that contains the Individual Notice will also include a copy of the Claim Form, in a format substantially similar to Exhibit “3” to the Stipulation.

9. If any Individual Notice and/or Claim Form mailed to any potential Class Member in accordance with paragraph 8 above is returned to the Administrator as undeliverable, the Administrator will promptly log each Individual Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to Citywide and Class Counsel, as requested. If such a mailing is returned with a forwarding address, the Administrator will forward the Individual Notice and Claim Form to that address. For the remaining returned mailings, if a search of a commercial database resources entity (e.g., Accurint, TransUnion, IDI, etc.) was not previously conducted for those mailings, such a search shall be conducted and those mailings shall be forwarded to any new address or phone number obtained through such a search; *provided however*, if a determination is made in good faith by the Settlement Administrator that it is not possible to further update any particular Class Member’s address(es) in sufficient time to re-post the Class Notice(s) at least thirty (30) days before the scheduled Final Approval Hearing, then the Settlement Administrator need not make any further efforts to provide further Individual Notice to such

Person(s). The Court finds the procedures set forth in this paragraph and the preceding paragraph constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses of Class Members such that no additional efforts to do so shall be required. Upon request, the Administrator shall provide Class Counsel and/or Citywide such reasonable access to the notice process as they may need to monitor compliance with the notice campaign.

10. In addition to the Individual Notices mailed in accordance with paragraph 8, above, the Administrator shall establish a website and post on that website the Stipulation and a Detailed Notice. Claims may also be asserted through the website established by the Administrator. The Detailed Notice is hereby approved by the Court as to form and content and shall be posted on the website in a form substantially similar to that attached to the Stipulation as Exhibit “4”.

11. In addition to the Individual Notices mailed in accordance with paragraph 8, above, the Administrator shall, commencing no later than the date of posting for the Individual Notices, cause to be published a notice (“Publication Notice”) of the Settlement on Meta social media platforms. The Publication Notice shall be published once a week for four consecutive weeks, in a form substantially similar to that attached hereto as Exhibit “2”.

12. Prior to the Final Approval Hearing provided for in paragraph 15, below, Class Counsel shall file with the Court a declaration confirming dissemination of the Individual Notice, publication of the Publication Notice, and posting of the website Detailed Notice in accordance with the terms of this Order.

13. The costs of providing the dissemination of Class Notice as set forth above, shall be borne by Citywide as agreed in the Stipulation. The costs to administer the settlement shall not exceed \$40,000.

14. The Court preliminarily finds that the dissemination of the Individual Notice under the terms and in the format provided for in this Order, the Publication Notice, together with the posting of the Stipulation, Claim Form, and the Detailed Notice on a website as set forth above, constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Georgia Rules of Civil Procedure, the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other applicable rules or law.

15. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement at _____.m. _____, 2023, in the Gwinnett County Courthouse, as set forth in the Individual Notice and Detailed Notice. During the Final Approval Hearing, the Court will consider whether the Proposed Settlement described in the Stipulation, including the proposed award of attorneys' fees, costs and expenses to Class Counsel and any incentive fee to the Class Representatives, should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Judgment approving the Proposed Settlement and dismissing the Consolidated Class Action Lawsuit on the merits, with prejudice, and without leave to amend. Upon a showing of good cause, the Final Approval Hearing may be postponed, adjourned or rescheduled by order of the Court without further notice to the members of the Settlement Class.

16. Class Members who wish to exclude themselves from the Settlement Class must submit written requests for exclusion. To be effective, such a request must include the Class Member's name and address, a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class, and the signature of the Class Member or, in the case of a Class Member who is deceased or incapacitated only, the signature of the Legally Authorized

Representative of the Class Member. The request must be mailed to the Administrator at the address provided in the Class Notice and must be postmarked no later than thirty (30) days prior to the Final Approval Hearing.

17. Prior to the Final Approval Hearing, Class Counsel shall file with the Court and serve upon Citywide's Counsel a declaration reporting the number and status of any requests for exclusion.

18. Potential Class Members who submit timely and valid requests for exclusion in the manner set forth in the Individual Notice, Detailed Notice, and the Stipulation shall be excluded from the Settlement Class. Such persons shall have no rights under the Proposed Settlement, shall not share in any distribution of funds under the Proposed Settlement, and shall not be bound by the Proposed Settlement or by any Final Judgment approving the Proposed Settlement.

19. All members of the Settlement Class who do not request exclusion in the manner set forth in the Individual Notice, Detailed Notice, and the Stipulation shall be bound by any Final Judgment entered pursuant to the Stipulation, and shall be barred and enjoined, now and in the future, from asserting any of the Released Claims, as defined in the Stipulation, against any Released Persons, as defined in the Stipulation. Upon entry of a Final Judgment approving the Proposed Settlement, all members of the Settlement Class shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

20. Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Class Members who choose to object to the Proposed Settlement may file a written objection, as described below. Any Class Member may appear at the Settlement Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the

Proposed Settlement, and on the application for an award of attorneys' fees and costs. The right to object to the Proposed Settlement must be exercised individually by an individual Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Class Member, not by the act of another person acting or purporting to act in a representative capacity. To be effective, an objection to the Proposed Settlement must:

- (a) Contain a heading which includes the name of the case and case number;
- (b) Provide the name, address, telephone number and signature of the Class Member filing the objection;
- (c) Indicate the specific reasons why the Class Member objects to the Proposed Settlement;
- (d) Be filed with the Clerk of the Court not later than thirty (30) days prior to the Settlement Approval Hearing;
- (e) Be sent to the Administrator by first-class mail, and postmarked no later than thirty (30) days prior to the Settlement Approval Hearing;
- (f) Contain the name, address, bar number and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she or it must comply with all applicable Georgia laws and rules for filing pleadings and documents in Georgia Courts; and
- (g) State whether the objecting Class Members ("Objector") intends to appear at the Settlement Approval Hearing, either in person or through counsel.

In addition, an objection must contain the following additional information, if the Class Members or his/her or its attorney requests permission to speak at the Settlement Hearing:

- (i) A detailed statement of the specific legal and factual basis for each and every objection;
- (ii) A list of any and all witnesses whom the Objector may call at the Settlement Approval Hearing, with the address of each witness and a summary of his or her proposed testimony;
- (iii) A detailed description of any and all evidence the Objector may offer at the Settlement Approval Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Settlement Approval Hearing; and

(iv) Documentary proof of membership in the Settlement Class.

21. The Class Representative and Class Counsel agree, and the Court finds, that any representation, encouragement, solicitation or other assistance, including but not limited to referral to other counsel, to any person seeking exclusion from the Settlement Class, or any other person seeking to litigate with Citywide over any of the Released Claims in this matter, prior to the Settlement Final Approval Hearing, could place Class Counsel and/or Class Representative in a conflict of interest with the Settlement Class. Accordingly, Class Counsel and their respective firms and the Class Representatives and their attorneys shall not represent, encourage, solicit or otherwise assist, in any way whatsoever, including but not limited to referrals to other counsel, any person requesting exclusion from the Settlement Class.

22. The Proposed Settlement is hereby preliminarily approved as fair, reasonable, adequate, and in the best interests of the Class Members. However, it is not to be deemed an admission of liability or fault by Citywide or by any other person, or a finding of the validity of any claims asserted in the Consolidated Class Action Lawsuit, of any wrongdoing or of any violation of law by Citywide, or an admission by Citywide that the Consolidated Class Action Lawsuit is or should be certified as a litigation class. The Proposed Settlement and any documents, attachments or other materials submitted to the Court in furtherance of said Proposed Settlement, shall not be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Citywide. In the event the Proposed Settlement is not finally approved for any reason, Citywide shall retain the right to object to the maintenance of the Consolidated Class Action Lawsuit and/or any other case as a class action and to contest the Consolidated Class Action Lawsuit and/or any other case on any grounds.

23. Upon a showing of good cause, the Court may extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: _____

Judge Carla Brown
State Court of Gwinnett County, Georgia

YOU MAY BE ENTITLED TO RECOVER FROM A CLASS ACTION SETTLEMENT INVOLVING VEHICLE BOOTINGS.

Para una notificación en Español, llamar o visitar nuestro website [WEBSITE]

A settlement has been reached in a class action lawsuit wherein the Plaintiff claims that Citywide Parking Services, LLC unlawfully booted vehicles at certain parking lots in Sandy Springs and Marietta, Georgia. Booting is the method of attaching a device to a wheel or tire of a parked vehicle to prohibit the vehicle's movement or operation.

WHO IS INCLUDED?

Citywide Parking's records indicate you may be a Class Member if you have received this notice in the mail. Generally, the Class includes everyone who had a vehicle booted by Citywide Parking at certain parking lots in Sandy Springs, Georgia from September 30, 2017, to December 18, 2020, or at certain parking lots in Marietta, Georgia from July 1, 2014, to December 18, 2020, where (a) you were in possession of the vehicle and (b) you paid to have the boot removed. See the detailed notice at the website identified below for exceptions to Class membership and a list of included parking lots.

HOW MUCH COULD YOU RECEIVE?

Payments to eligible Class members will be no more than \$45.00 per claim and is subject to reduction based on the amount of claims submitted. Other limitations and exclusions may apply as explained in the settlement agreement.

HOW DO YOU ASK FOR A PAYMENT?

Fill out the included claim form, under the penalty of perjury pursuant to 28 U.S. Code § 1746, and mail it with the documents it asks for postmarked by _____, 2023 to the address on the form. Or complete a claim form at [WEBSITE].

WHAT ARE YOUR OTHER OPTIONS?

If you don't want a payment from this settlement, and you don't want to be legally bound by it, you must exclude yourself by _____, 2023, or you won't be able to individually sue Citywide Parking about the claims in this case. If you ask to be excluded, you can't get a payment from this settlement. [WEBSITE] explains how to exclude yourself or object.

HOW DO YOU GET MORE INFORMATION?

Visit [WEBSITE] where you can read all of the associated documents with this case and contact the Administrator for questions. Do not contact the Court.

[WEBSITE]

CLAIM FORM

CLASS ACTION SETTLEMENT

If your vehicle was booted/immobilized by Citywide Parking Services, LLC (“Citywide”) in Sandy Springs, Georgia from September 30, 2017, to December 18, 2020, or in Marietta, Georgia between July 1, 2014, to December 18, 2020, you may be eligible for a payment in this settlement. For complete details of which parking lots and time period are included in this settlement, please review the Class Action Notice at [WEBSITE].

Please print (or type) clearly in blue or black ink. This Claim Form must be submitted online or mailed and postmarked by _____ 2023. If you have more than one claim, please submit a separate Claim Form for each of your claims.

1. CLASS MEMBER INFORMATION

Name:

Address:

Number and Street *City* *State* *Zip Code*

Phone: _____

2. LOSS/ CLAIM INFORMATION

Address or Parking Lot Where Booting Occurred

Address or Parking Lot *City*

Date of Booting: _____
Month/Day/Year

License Plate Number of Booted Vehicle: _____

PLEASE CERTIFY:

I was in possession or control of a vehicle that was booted.

Yes _____ No _____ I do not know _____

I personally paid to have the boot removed.

Yes _____ No _____ I do not know _____

I paid the following to Castle Parking via credit card / cash / check (circle one) to have the boot removed.
\$ _____

3. DOCUMENTATION

Attach any documents that you have showing:

- The vehicle that was booted by Citywide Parking;
- Where and when the booting occurred;
- That you were driving the vehicle that was booted; and
- That you made payment to Citywide Parking to have the boot removed (i.e., receipts, credit card statements).

4. SIGN, DATE AND SUBMIT YOUR CLAIM FORM

Pursuant to 28 U.S. Code § 1746, I certify under penalty of perjury under the laws of the United States of America that I have read this Claim Form; I believe I am eligible for Class membership; all of the information on this Claim Form is true and correct to the best of my knowledge; I have made a diligent search for the documents described in Part 3 above; and I have attached to or enclosed with this Claim Form all documents that I have been able to locate.

Signature

Print Name

____/____/____
Month/Day/Year

5. MAIL YOUR CLAIM FORM

Claim Forms must be postmarked by _____, **2023** and mailed to:

Citywide Parking Settlement Claims
c/o Atticus Administration, LLC
1250 Northland Drive, Suite 240
Mendota Heights, MN 55120

6. CLAIMS ADMINISTRATION

Please be patient. You will receive a letter telling you if you qualify for a payment. The letter will explain the process and deadlines to resolve any disagreement you may have with this determination.

IN THE STATE COURT OF GWINNETT COUNTY, GEORGIA

A class action settlement involving vehicle bootings by Citywide Parking Services, LLC in Sandy Springs and Marietta Georgia may provide payments to those who qualify.

A court authorized this notice. This is not a solicitation from a lawyer.

- There is a class action about whether Citywide Parking Services, LLC (“Citywide Parking”) has unlawfully booted vehicles in Sandy Springs, Georgia and Marietta, Georgia.
- You may be eligible for a payment if you qualify and timely submit a valid and notarized claim form.
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment if you qualify.
ASK TO BE EXCLUDED	Get no payment. The only option that allows you to individually sue Citywide Parking over the claims resolved by this settlement.
OBJECT	Write to the Court about why you don’t agree with the settlement.
GO TO A HEARING	Ask to speak in Court about the settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. If it does, and after any appeals are resolved, money will be distributed to those who qualify. Please be patient.

EXHIBIT 4

QUESTIONS? VISIT **WEBSITE**

PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action, including the right to claim money, and about all of your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the parties’ Stipulation of Settlement (“Settlement Agreement”), and after any appeals are resolved, payments will be made to those who qualify and submit a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Carla E. Brown in the State Court of Gwinnett County, Georgia, is overseeing this class action - *Ashley Sewak v. Citywide Parking Services, LLC*, Case No. 20-C-04120-S3 and *Crystal Backmon v. Citywide Parking Services, LLC*, Case No. 22-C-01459-S6, which have been consolidated into Case No. 22-C-04120-S3 (the “Consolidated Class Action Lawsuit”). The people who sued are called the “Plaintiff” and the company sued is called the “Defendant.”

2. What are these lawsuits about?

The lawsuit claims that Citywide Parking unlawfully booted vehicles from lots in Sandy Springs, Georgia, and Marietta, Georgia. Citywide Parking has maintained that it lawfully and properly booted vehicles, and has denied all allegations that it acted wrongfully or unlawfully.

3. What is booting?

Booting is the method of attaching a device to a wheel or tire of a parked vehicle to prohibit the vehicle’s movement or operation.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case Ashely Sewak) sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Citywide Parking, and has not found that Citywide Parking did anything wrong. Instead, both sides agreed to settle. That way, they avoid the cost of a trial and potentially an appeal, and the people who qualify will get compensation. The Class Representative and her attorneys think the settlement is best for all Class Members. **The settlement does not mean that Citywide Parking did anything wrong, no trial has occurred, and no merits determinations have been made.**

WHO IS IN THE SETTLEMENT

To see if you are eligible for benefits from this settlement, you first have to determine if you are a Class Member.

6. How do I know if I am part of the settlement?

The Class includes everyone who was booted by Citywide Parking in Sandy Springs, Georgia from September 30, 2017 to December 18, 2020 and in Marietta, Georgia from July 1, 2014 to December 18, 2020. Information as to the specific lots and time periods can be found at [WEBSITE]. To qualify as a potential class member you must have been booted from a non-

compliant lot during the applicable time period. Further, to qualify as a potential class members, you must have been driving the vehicle that was booted and personally paid the booting fee.

7. Are there exceptions to being included?

You are not included in the settlement if you (1) exclude yourself from this case; or (2) were not booted by Citywide Parking in Sandy Springs, Georgia between September 30, 2017 to December 18, 2020 or in Marietta, Georgia between July 1, 2014 to December 18, 2020. Additionally, Citywide Parking, all present or former officers, directors, employees, partners, principals, shareholders and/or agents of Citywide Parking; any employees, officers, or directors of Citywide Parking’s insurers; members of the judiciary and their staff to whom these lawsuits are assigned; Class Counsel and their immediate family; Citywide Parking’s counsel of record and their immediate family; Citywide Parking’s insurers’ counsel and their immediate family; and all Persons who make a timely election to be excluded from the Settlement Class are not included in the settlement.

8. Understanding Class membership.

This series of questions may also help you determine if you are a Class Member. Please answer all of the questions in order.

Question	Yes	No
Did you have a vehicle you were driving booted by Citywide Parking?	Continue	You are not a Class Member.
Was the address where the booting occurred in Sandy Springs, Georgia or Marietta, Georgia?	Continue	You are not a Class Member.
If in Sandy Springs, Georgia - Did the booting occur between September 30, 2017 to December 18, 2020?	Continue	You are not a Class Member.
If in Marietta, Georgia - Did the booting occur between July 1, 2014 to December 18, 2020?	Continue	You are not a Class Member.
Did you personally pay Citywide Parking to have the boot removed?	You could be a Class Member.	You are not a Class Member.

9. I’m still not sure I’m included.

If you are not sure whether you are included in the Class, you should submit a notarized claim form before _____, 2023.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

10. What does the settlement provide?

The settlement will pay to compensate eligible Class Members for Citywide Parking’s alleged unlawful booting of vehicles at certain lots in Sandy Springs, Georgia and Marietta, Georgia.

11. How do I qualify for a payment?

To qualify for a payment you must have had your vehicle booted by Citywide Parking in Sandy Springs, Georgia between September 30, 2017 to December 18, 2020 or Marietta, Georgia

between July 1, 2014 to December 18, 2020. You may qualify for a payment: if you were driving the vehicle that was booted and you personally paid Citywide Parking the fee to remove the boot on the vehicle.

12. How much will payments be?

Payments to eligible Class Members will be no more than \$45.00 per claim, and is subject to revision based on the amount of claims submitted. If the amount of claims submitted exceeds the subclass settlement fund, the settlement amount per class member will amount to the total number of submitted claims divided by the applicable subclass settlement fund.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

13. How can I get a payment?

To ask for a payment, you must complete and timely submit a notarized claim form. You can get a claim form at [WEBSITE]. You'll need to attach any documents that you have showing that your vehicle was booted by Citywide Parking during the class period, that your vehicle was booted from a lot in Sandy Springs, Georgia or Marietta, Georgia, and that you paid Citywide Parking to remove the boot from your vehicle. See Section 3 of the claim form for more details on the required documentation. Please read the instructions carefully, fill out the claim form, have it notarized, and mail it postmarked no later than, _____, 2023 to:

Citywide Parking Settlement Claims
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164
[WEBSITE]

14. When will I get my payment?

The payments will be mailed to eligible Class Members who send in valid and notarized claim forms on time, after the Court grants “final approval” of the settlement, any appeals are resolved, and the claims administration process described in paragraphs 53-58 of the Settlement Agreement is completed. If Judge Brown approves the settlement after a hearing on _____ (see the section “The Court’s Settlement Final Approval Hearing” below), there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

15. What if I disagree with my eligibility or the amount of my payment?

There is a process in the settlement to resolve disagreements between you and Citywide Parking over whether you are eligible and how much money you should get. You will get further details in the letter you receive about your settlement claim. The Settlement Agreement available at [WEBSITE] also provides more information.

16. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot individually sue Citywide Parking over the claims settled in these cases. It also means all of the Court’s orders will apply to you and legally bind you. If you submit a claim form, or simply stay in the Class, you will agree to “release and discharge” Citywide Parking as described in Section XV of the Settlement Agreement. A complete copy of the Settlement Agreement can be obtained at [WEBSITE]. The Settlement Agreement specifically describes the released claims in necessarily accurate legal terminology. Talk to Class Counsel (See the section on “The Lawyers

Representing You”) or your own lawyer if you have questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to individually sue Citywide Parking about the issues in these cases, then you must take steps to get out. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

17. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Ashley Sewak v. Citywide Parking Services, LLC*, Case No. 20-C-04120-S3 and *Crystal Backmon v. Citywide Parking Services, LLC*, Case No. 22-C-01459-S6. You must include the case number, your full name, address, telephone number, and your signature. You must also include a clear statement that you wish to be excluded from the settlement class. You must mail your request for exclusion postmarked by _____ to:

Citywide Parking Settlement Claims
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164
[WEBSITE]

You cannot exclude yourself on the phone, by email, or at the website.

18. If I don’t exclude myself, can I sue Citywide Parking for the same thing later?

No. Unless you exclude yourself, you give up any right to individually sue Citywide Parking for the claims this settlement resolves. You must exclude yourself from this Class to individually sue Citywide Parking over the claims resolved by this settlement. Remember, the exclusion deadline is _____, 2023.

19. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, do not submit a claim form to ask for a payment.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

The Court appointed the Wetherington Law Firm, P.C. to represent you and other Class Members as “Class Counsel.” You do not have to pay Class Counsel. 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.

21. How will the lawyers be paid?

Class Counsel will ask the Court for up to \$121,007 to cover attorneys’ fees and reimbursement of their expenses. Class Counsel will also ask that \$2,500 be awarded to Class Representative Ashley Sewak for representing the Class. Citywide Parking has agreed not to oppose the request for fees and expenses up to the amount above. The Court may award less than this amount. Citywide Parking will separately pay the fees and expenses the Court orders. These payments

will not reduce the amount distributed to Class Members. Citywide Parking will also separately pay the costs to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or some part of it.

22. How do I tell the Court if I don't agree with the settlement?

If you don't want the Court to approve the settlement you must file a written objection in the case with the State Court of Gwinnett County, Georgia, and send a copy to the Administrator as noted below. You must include the name of the case *Ashley Sewak v. Citywide Parking Services, LLC*, Case No. 20-C-04120-S3 and *Crystal Backmon v. Citywide Parking Services, LLC*, Case No. 22-C-01459-S6, your full name, address, telephone number, your signature, the specific reasons why you object to the settlement, and a statement as to whether you intend to appear at the Settlement Final Approval Hearing in person or through counsel. If you do intend to appear at the Settlement Final Approval Hearing to object to the Settlement, you must also provide with your written objection a detailed statement of the specific legal and factual basis for each objection, a list of any witnesses you will call at the hearing with each witness' address and summary of the witness' testimony, a detailed description of all evidence you will offer at the hearing with copies of the exhibits attached, a list of the legal authority you will present at the hearing, and documentary proof of your membership in the Class. You or your lawyer may appear at the Settlement Final Approval Hearing if you have filed a written objection as provided above. (See the section on the "Court's Settlement Final Approval Hearing" below). If you have a lawyer file an objection for you, he or she must follow all Georgia rules and you must list the attorney's name, address, bar number and telephone number in the written objection filed with the Court.

<p>File the objection with the Clerk of the Court at the address below by _____.</p> <p>Note: You may send it by mail, but it must be received and filed by the Clerk by this date:</p>	<p>Mail a copy of the objection to the Administrator at the following address so that it is postmarked by _____:</p>
Court	Administrator
State Court of Gwinnett County 75 Langley Drive Lawrenceville, GA 30046	Atticus Administration, LLC 1250 Northland Drive, Suite 240 Mendota Heights, MN 55120

23. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, and the Court approves the settlement anyway, you will still be legally bound by the result.

THE COURT'S SETTLEMENT FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

24. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Settlement Final Approval Hearing at _____ .m., on _____, at the Gwinnett County Courthouse, Lawrenceville, Georgia. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Brown may listen to people who have asked to speak about an objection according to Question 27, above. The Court may also decide how much to award Class Counsel as fees for representing the Class and whether and how much to award the Class Representative for representing the Class. At or after the hearing, the Court will decide whether to approve the settlement. It is not known how long this decision will take.

25. Do I have to come to the hearing?

If you filed a written objection, you or your lawyer acting on your behalf may attend the Settlement Final Approval Hearing, but you are not required to do so. Class Counsel will answer any questions Judge Brown may have. But, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it's not necessary, unless you choose to have a lawyer appear on your behalf to object to the settlement.

26. May I speak at the hearing?

If you submitted a proper written objection to the settlement, you or your lawyer acting on your behalf may speak at the Settlement Final Approval Hearing. You cannot speak at the Hearing if you exclude yourself.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you do nothing, you'll get no payment from this settlement. But, unless you exclude yourself, you won't be able to individually sue Citywide Parking for the claims resolved in this case.

GETTING MORE INFORMATION

28. How do I get more information about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. If you have questions, visit [WEBSITE]. Do not contact the Court.

**FINAL ORDER AND JUDGMENT APPROVING SETTLEMENT, CERTIFYING
CLASS FOR SETTLEMENT PURPOSES, AWARDED CLASS COUNSEL
ATTORNEYS' FEES, AWARDED CLASS REPRESENTATIVE INCENTIVE FEE,
AND DISMISSING ACTION WITH PREJUDICE**

On this ____ day of _____, 2023, the Court considered the Joint Motion for Final Approval of Stipulation of Settlement (“Joint Motion for Final Approval”), Plaintiff’s Brief in Support of the Joint Motion for Final Approval, Class Counsel’s Application for Attorneys’ Fees and Reimbursement of Costs Related to the Stipulation and Settlement and for Class Representative Incentive Fee (“Class Counsel’s Application for Fees”), and Plaintiff’s Submission of Evidence in Support of Joint Motion for Final Approval, Plaintiff’s Brief in Support of Joint Motion for Final Approval, Class Counsel’s Application for Fees (“Plaintiff’s Submission of Evidence”), and Citywide Parking Services, LLC’s (“Citywide Parking”) submissions in support of Final Approval.

The Joint Motion for Final Approval requests (a) certification of the class for settlement purposes only; (b) final approval of the Proposed Settlement preliminarily approved by this Court on _____, 2022 and memorialized in the Stipulation of Settlement and Order Preliminarily Approving Class Settlement; and (c) dismissal with prejudice of Plaintiff’s claims, both individually and as a class, against Defendant Citywide Parking. Class Counsel’s Application for Fees requests this Court award attorneys’ fees and reimbursement of expenses to Class Counsel and incentive fees to the Class Representative. In connection with the Joint Motion for Final Approval and Class Counsel’s Application for Fees, the Court considered, among other things, said pleadings, all exhibits and affidavits thereto, Plaintiff’s Brief in Support of Joint Motion for Final Approval of Stipulation of Settlement, all exhibits and attachments thereto, Plaintiff’s

Submission of Evidence, all exhibits and attachments thereto, Plaintiff's Exhibits 1 - __, which were admitted into evidence for all purposes at the Settlement Final Approval Hearing, Citywide Parking's submissions in support of Joint Motion for Final Approval, all pleadings filed in this matter, and arguments of counsel.

WHEREAS Plaintiff and Citywide Parking have executed and filed a Stipulation of Settlement and exhibits thereto (the "Stipulation") with the Court on _____, 2023; and

WHEREAS the Stipulation is hereby incorporated by reference in this Order and all terms defined in the Stipulation will have the same meanings in this Order; and

WHEREAS the Court, on _____, 2023, entered the Order Preliminarily Approving Class Settlement ("Preliminary Approval Order"), preliminarily approving the Stipulation, preliminarily certifying, for settlement purposes only, the Action as a class action, and scheduling a hearing for _____, 2023 at __.m. ("Settlement Final Approval Hearing") (a) to determine whether the Proposed Settlement of the Consolidated Class Action Lawsuit on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate and should be finally approved by the Court; (b) to determine whether a final judgment should be entered herein; and (c) to consider Class Counsel's Application for Fees; and

WHEREAS, the Court ordered the Individual Notice and Claim Form, in the forms attached to the Stipulation of Settlement as Exhibits "2" and "3", be mailed by the Administrator, Atticus Administration LLC, by first-class mail, postage prepaid, on or before _____, 2023 (the "Notice Mailing Date") to all potential Class Members whose names were ascertained by Citywide Parking and Class Counsel through a reasonable search of Citywide Parking's license plate data at their last known address with address updating and verification where reasonably available, and that the website be implemented on or before the Notice Mailing Date; and

WHEREAS the parties and the Administrator have satisfactorily demonstrated that such Class Notice was given in accordance with the terms of the Preliminary Approval Order; and

WHEREAS, in accordance with the Individual Notice, the Settlement Final Approval Hearing was duly held before this Court on _____, 2023; and

WHEREAS, at the Settlement Final Approval Hearing, the Court considered (a) whether certification for settlement purposes only was appropriate under Rule 23; (b) the fairness, reasonableness and the adequacy of the Stipulation; and (c) the fairness and reasonableness of Class Counsel's application for attorneys' fees under applicable law; and

WHEREAS, at the Settlement Final Approval Hearing, the Court fulfilled its duty to independently evaluate the fairness, reasonableness, and adequacy of the Stipulation and Class Counsel's Application for Attorneys' Fees by considering not only the pleadings and arguments of Plaintiff, Class Counsel and Citywide Parking, but also by rigorously and independently evaluating the Stipulation and Class Counsel's Application for Fees on behalf of the absent class members, and as such, the Court considered any argument that could reasonably be made against approval of the Stipulation and Class Counsel's Application for Attorneys' Fees, even if such argument was not actually presented to the Court by pleading or oral argument; and

WHEREAS, by performing this independent analysis of the Joint Motion for Final Approval and Class Counsel's Application for Fees, the Court has considered and protected the interests of all absent Class Members under Rule 23; and

WHEREAS, the Individual Notice and Detailed Notice advised Class Members of the method by which a Class Member could request exclusion from the Settlement and pursue an independent legal remedy against Citywide Parking; and

WHEREAS, all Class Members had the absolute right to opt out and pursue an individual lawsuit against Citywide; and

WHEREAS, any Class Member who failed to request exclusion under the terms of the Individual Notice and Detailed Notice voluntarily waived the right to pursue an independent remedy against Citywide Parking; and

WHEREAS, the Individual Notice and Detailed Notice advised Class Members of the method by which a Class Member could properly file objections and request to be heard at the Settlement Final Approval Hearing; and

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Joint Motion for Final Approval and Class Counsel's Application for Fees, and having reviewed and considered the files and records herein, and all other evidence submitted, finds and concludes as follows:

1. The definitions and terms set forth in the Stipulation are hereby adopted and incorporated into this Order.

2. The Consolidated Class Action Lawsuit alleges that Citywide Parking unlawfully booted vehicles in Sandy Springs, Georgia and Marietta, Georgia. Citywide Parking has maintained throughout the Consolidated Class Action Lawsuit that it has lawfully and appropriately booted vehicles, and has denied that it has engaged in any wrongful or unlawful conduct.

3. On or about _____, 2023, Plaintiff and Citywide Parking applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. In support of that Application, Plaintiff submitted, among other things, evidence concerning the dissemination and adequacy of Class Notice, evidence regarding the names of

potential Class Members who have submitted requests for exclusion from the Settlement Class, evidence regarding the negotiation of the Stipulation, evidence regarding the fairness, reasonableness, and adequacy of the substantive terms of the Stipulation, and evidence regarding the fairness, reasonableness and adequacy of Class Counsel's Application for Fees. In Support of the Joint Motion for Final Approval, Plaintiff submitted a Brief in Support of Joint Motion for Final Approval, setting forth extensive argument and authority along with various Exhibits attached thereto. Class Counsel's Application for Fees contained both extensive argument and authority and various exhibits attached thereto. Citywide Parking has made submissions, as well.

4. Plaintiff offered into evidence at the Settlement Final Approval Hearing the following evidence in support of the Motion for Final Approval and Class Counsel's Application for Fees: Declaration of Class Administrator _____.

5. As part of its Preliminary Approval Order, the Court certified for settlement purposes Settlement Class defined as follows:

All persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within the City of Sandy Springs from September 30, 2017 to December 18, 2020, and all persons who have had a vehicle in his or her possession that was booted by or at the request of Defendant and paid fines for removal of said device at a lot within the City of Marietta from July 1, 2014 to December 18, 2020. Excluded from the Class are: (1) Defendant, and any employee, officer, or director of Defendant; (2) Any employees, officers, or directors of Defendant's Insurers; (3) members of the judiciary and their staff to whom these actions are assigned; and (4) Plaintiffs' counsel.

The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment and certifies the Consolidated Class Action Lawsuit, for settlement purposes only, as a Class Action. In so doing, the Court finds, for settlement purposes only, the Consolidated Class Action Lawsuit meet all the requirements of Rule 23 of the Georgia Rules of Civil Procedure, due

process and all other applicable rules and law and can therefore be certified as a settlement class action.

6. Plaintiff and Citywide Parking have entered into the Stipulation, which has been filed with the Court and is incorporated herein by reference. The Stipulation provides for the settlement of the Consolidated Class Action Lawsuit with Citywide Parking on behalf of the representative Plaintiff and the members of the Settlement Class, subject to final approval by the Court. The Stipulation provides that, in exchange for the releases described in the Stipulation and this Final Judgment, Citywide Parking will provide a total Settlement Consideration consisting of settlement payments to all qualifying members of the Settlement Class who submit approved claims.

7. On _____, 2023, the Court held a Preliminary Approval Hearing to consider the preliminary approval of the Stipulation, approved the Class Notice and method of notification for potential Class Members, and directed that Class Notice of the Proposed Settlement and of the Settlement Final Approval Hearing be disseminated in accordance with the terms of the Stipulation and the Preliminary Approval Order.

8. On _____, 2023, the parties provided evidence that the Individual Notice, Detailed Notice, Publication Notice, and website, all of which informed members of the Settlement Class of the terms of the Proposed Settlement, of their opportunity to request exclusion from the Settlement Class, and of their opportunity to object to the terms of the Stipulation, were disseminated in accordance with the Preliminary Approval Order.

9. Specifically, the Court received and admitted affidavits from _____, setting forth the scope and results of the notice campaign. Additionally, the Court was provided

with testimony at the Settlement Final Approval Hearing concerning the adequacy of the notice program.

10. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes the Individual Notice and Detailed Notice as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, together with the Publication Notice and posting of the Stipulation, Individual Notice, Detailed Notice, Claim Form, Preliminary Approval Order, and frequently asked questions on the settlement website, (i) constituted the best notice practicable; (ii) were reasonably calculated to apprise potential members of the Settlement Class of the pendency of the Consolidated Class Action Lawsuit, their right to object or exclude themselves from the Proposed Settlement and to appear at the Settlement Final Approval Hearing, and their right to seek monetary relief; (iii) were reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) met all requirements of the Georgia Rules of Civil Procedure and the requirements of due process under the Georgia and United States Constitutions, and requirements of any other applicable rules or law.

11. Accordingly, the Individual Notice and Detailed Notice as disseminated are finally approved as fair, reasonable and adequate. The Court finds and concludes that due and adequate notice of the pendency of these Consolidated Class Action Lawsuit and of the Stipulation has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice program described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Georgia Rule of Civil Procedure 23, the requirements of due process under the Georgia and United States Constitutions, and the requirements of any other

applicable rules or law. The Court further finds that the notice campaign undertaken concisely and clearly states in plain, easily understood language:

- (a) the nature of the action;
- (b) the definition of the class certified;
- (c) the class claims, issues or defenses;
- (d) that a Class Member may object to the settlement;
- (e) that a Class Member may enter an appearance and participate at the Settlement Final Approval Hearing in person or through counsel if the member so desires;
- (f) that the Court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded;
- (g) the date and time of the Settlement Final Approval Hearing; and
- (h) the binding effect of the class judgment on Class Members.

12. Having admitted and reviewed the evidence at the Settlement Final Approval Hearing concerning the success of the notice campaign, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual Class Members who had an earlier opportunity to request exclusion, but did not do so.

13. The Settlement Final Approval Hearing and the evidence before the Court clearly support a finding that the Stipulation was entered into in good faith between the Plaintiff and Citywide Parking, and the Court does hereby so find.

14. The Court finds that the Stipulation is the result of a good faith arm's length negotiation by the parties hereto. In addition, the Court finds that approval of the Stipulation and the Proposed Settlement embodied therein will result in substantial savings in time and resources to the Court and the litigants and will further the interests of justice. Further, the Court finds that

the Stipulation is fair, reasonable and adequate to members of the Settlement Class based on formal and informal discovery, due diligence, and the absence of material objections sufficient to deny approval.

15. The settlement of the Consolidated Class Action Lawsuit on the terms and conditions set forth in the Stipulation is approved and confirmed in all respects as fair, reasonable, and adequate and in the best interest of the Settlement Class and Settlement Class Members, especially in light of the benefits to the Settlement Class and the costs and risks associated with the continued prosecution, trial and possible appeal of this complex litigation.

16. The Court, in its evaluation of the fairness, reasonableness, and adequacy of the Stipulation and Class Counsel's Application for Fees, considered all objections that were filed or that could have been raised by any absent Class Member.

17. Settlement Class Members are not required under the Stipulation to submit records or documents they do not possess. Settlement Class Members are not burdened or discouraged from filing their claims because they are required to provide documents in their possession along with their Claim Form. Instead, the submission of documentary evidence was discretionary.

18. The manner in which documents in Citywide Parking's possession are used to evaluate and process claims is fair and reasonable based upon the terms of the Stipulation and evidence presented at the Settlement Final Approval Hearing. The claim process as set forth in the Stipulation is fair, reasonable and adequate to both Class Members and Citywide Parking. Any Class Member who does not submit a Claim Form in compliance with the claims process set forth in Section V of the Stipulation or, alternatively, who does not request exclusion from the Settlement Class in accordance with Section VI of the Stipulation, is forever barred from asserting a Released Claim against a Released Person in any other action or proceeding.

19. Class Counsel's requests for \$121,007 in attorneys' fees and expenses and a Class Representative incentive fee of \$2,500 to Plaintiff, to be paid by Citywide Parking, are fair, reasonable and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Court possesses jurisdiction over the subject matter of the Consolidated Class Action Lawsuit, the Plaintiff, Citywide Parking, members of the Settlement Class, and the Released Persons.

2. The Court certifies the Settlement Class, for Settlement purposes only, under Georgia Rule of Civil Procedure 23 and all other applicable rules and law.

3. The objections to the Settlement, if any, are hereby overruled.

4. Timely requests for exclusion were submitted by _____ potential members of the Settlement Class and those potential Class Members (identified in Exhibit "1" hereto) are excluded from the Settlement Class. All other potential members of the Settlement Class are adjudged to be members of the Settlement Class and are bound by this Final Judgment and by the Stipulation and the Proposed Settlement embodied therein, including the releases provided for in the Stipulation and this Final Judgment.

5. All provisions and terms of the Stipulation are hereby finally approved in all respects. The parties to the Stipulation are hereby directed to consummate the Stipulation in accordance with its terms.

6. The Consolidated Class Action Lawsuit is dismissed in its entirety on the merits, with prejudice and without leave to amend, and all members of the Settlement Class are forever barred and permanently enjoined from starting, continuing, or participating in, litigating or

receiving any benefits or other relief from any other lawsuit, arbitration, or administrative or regulatory proceeding or order based on or relating to the claims, facts or circumstances alleged in the Consolidated Class Action Lawsuit and/or the Released Claims against the Released Persons. Accordingly, the Court permanently enjoins any Georgia resident (or any other person within the jurisdiction of the Court) from filing, commencing, prosecuting, intervening in, or participating in (as parties and/or class members) any action regarding any Released Claim, and providing that any person in contempt of the injunction may be subject to sanctions, or attempting to amend an existing action to assert any class claims that have been released pursuant to the Stipulation.

7. The Court finds that Class Counsel and the Class Representative adequately, appropriately and fairly represented and protected the interests of the Settlement Class for the purposes of entering into and implementing the Proposed Settlement. Accordingly, Plaintiff is appointed as the representatives for the Settlement Class, and the following Class Counsel is appointed as counsel for the Settlement Class:

Matt Wetherington
Wetherington Law Firm, P.C.
1800 Peachtree St., NW, Suite 370
Atlanta, Georgia 30309
matt@wfirm.com
(404) 888-4444

8. The Court finds that the other requirements for certification of a settlement class under Rule 23 of the Georgia Rules of Civil Procedure have been met.

9. Upon the entry of this Final Judgment, each Class Member shall be conclusively deemed to have fully released and discharged, to the fullest extent permitted by law, any and all of the Released Persons from all of the Released Claims.

10. “Released Claims” means and includes any and all known claims, rights, demands, actions, causes of action, allegations, or suits of whatever kind or nature, whether *ex contractu* or

ex delicto, debts, liens, contracts, liabilities, agreements, attorneys' fees, costs, interest, expenses, or losses (including actual, consequential, statutory and/or punitive or exemplary damages) arising from or in any way related to: any acts which have been alleged or which could have been alleged in the Consolidated Class Action Lawsuit by Plaintiff, on behalf of herself or on behalf of the Settlement Class against Citywide Parking regarding, to the full extent of *res judicata* protections, and/or whether arising under or based on contract, extra-contractual or tort, common law or equity, or federal, state or local law, statute ordinance, rule or regulation, and arise from or relate to booting of vehicles in Sandy Springs, Georgia and Marietta, Georgia, *provided however*, the Released Claims do not include any claim for enforcement of the contemplated Stipulation of Settlement and/or Final Order and Judgment.

11. "Released Persons" means Citywide Parking and its past or present subsidiaries, parents, and/or affiliates, its successors and predecessors in interest, its assigns, acquirers, divisions, representatives, heirs, officers, directors, shareholders, agents, managing agents, employees, attorneys, auditors, accountants, brokers, surplus lines brokers, underwriters, advisers, insurers, including Essex Insurance Company, Evanston Insurance Company, and Ohio Security Insurance Company, their co-insurers and re-insurers, and any owner of the properties in the City of Sandy Springs and the City of Marietta that contracted with Citywide Parking to boot vehicles parked at the property.

12. The following constitutes highly confidential and proprietary business information of Citywide Parking as well as personal information of Class Members (the "Proprietary Information"): the license plate numbers, car information, certain minimal credit card information, the type of data collected, and other data concerning individuals compiled by Citywide Parking, Class Counsel, and/or the Administrator in effectuating the Proposed Settlement. The

confidentiality of all Proprietary Information shall be protected from disclosure by Class Counsel and/or other attorneys for Plaintiff in the Consolidated Class Action Lawsuit.

13. No persons other than Citywide Parking's counsel and clerical/administrative personnel employed by Citywide Parking, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Administrator, and such other persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

14. The Stipulation, Proposed Settlement, and this Final Judgment are not deemed admissions of liability or fault by the Released Persons, or a finding of the validity of any claims in the Consolidated Class Action Lawsuit or of any wrongdoing or violation of law by the Released Persons. The Stipulation and Proposed Settlement are not a concession by the parties and, to the extent permitted by law, neither this Final Judgment nor the Stipulation or any other documents, exhibits or materials submitted in furtherance of the settlement, shall be offered or received in evidence in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of the Released Persons as an admission or concession that this action may properly be maintained as a litigation class, or for any other purpose.

15. Neither the Stipulation, nor the negotiations of the Class Settlement, nor the Class Settlement procedures, nor any act, statement or document related in any way to the Class Settlement negotiations or settlement procedures, nor any pleadings, or other document or action related in any way to the Stipulation shall be (a) offered into evidence in the Consolidated Class Action Lawsuit or in any other case or proceeding in support of or in opposition to a motion to

certify a contested class or (b) otherwise used in any case or proceeding whatsoever in support of or in opposition to a motion to certify a contested class.

16. Pursuant to Class Counsel's Application for Attorneys' Fees and Reimbursement of Costs Related to the Stipulation, the Court jointly awards Class Counsel the sum of \$121,007 in attorneys' fees and costs. In addition, the Court awards an incentive fee of \$2,500 to Plaintiff as the Class Representative. The Court hereby finds that these amounts are fair and reasonable. Citywide Parking shall pay such fees to Class Counsel pursuant to the terms of the Stipulation.

17. Any Class Member who receives a check in connection with a claim submitted under the Stipulation and does not cash that check within 120 days of its date is deemed to have withdrawn that claim and Citywide Parking has no obligation to pay that claim.

18. Within sixty (60) days after the Effective Date, Class Counsel and/or other attorneys for Plaintiff in the Consolidated Class Action Lawsuit shall destroy or return to counsel for Citywide Parking all Proprietary Information, and all confidential documents, data or information, and all copies thereof in their possession, custody, or control and any other confidential documents (exclusive of documents filed with the Court) provided by Citywide Parking to Class Counsel or anyone they employed or retained in the Consolidated Class Action Lawsuit, either in discovery or in connection with this Stipulation. Within forty-five (45) days after the Effective Date, Class Counsel shall deliver a letter to counsel for Citywide Parking confirming their compliance with this paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel shall use any of this proprietary or confidential material in any other litigation, current or future, unless independently obtained through discovery or other procedures in such other litigation.

19. As soon as reasonably possible after the completion of all payments to Class Members eligible for payment pursuant to the Stipulation, the parties shall file with the Court a final report, together with a proposed order approving such report, indicating that distribution in accordance with the terms of the Stipulation and the Court's prior Orders have been completed.

20. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over the Consolidated Class Action Lawsuit for purposes of:

- A. Enforcing the Stipulation and the Proposed Settlement;
- B. Hearing and determining any application by any party to the Stipulation for a settlement bar order; and
- C. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED THIS ____ DAY OF _____, 2023.

Dated: _____

Judge Carla Brown
State Court of Gwinnett County, Georgia