

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

ASHLEY SEWAK, individually,
and on behalf of a class of similarly situated
persons,

Plaintiff,

v.

CITYWIDE PARKING SERVICES, LLC,

Defendant.

CIVIL ACTION FILE NUMBER:

20-C-04120-S3

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

On this 20th day of June 2024, the Court considered Plaintiff's Uncontested Motion for Approval of Fees and the Declaration of Bryn Bridley on Class Notice and Settlement Administration.

Plaintiff's motion requests (a) certification of the class for settlement purposes only; (b) final approval of the Proposed Settlement preliminarily approved by this Court on September 15, 2023, 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 motion, the Court considered, among other things, said pleadings, and all exhibits and affidavits thereto, which were admitted into evidence for all purposes at the Settlement Final Approval Hearing.

WHEREAS Plaintiff and Citywide Parking have executed and filed a Stipulation of Settlement and exhibits thereto (the “Stipulation”) with the Court on June 7, 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 September 15, 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. The Court later scheduled a hearing for June 20, 2024 at 12:00 p.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 November 1, 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 June 20, 2024; 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 June 18, 2024, Plaintiff 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 Motion for Approval of Attorneys' Fees and the Declaration of

Bryn Bridley on Class Notice and Settlement Administration, 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.

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 Bryn Bridley.

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 September 15, 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 June 18, 2024, 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 class administrator Bryn Bridley, 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. No timely requests for exclusion were submitted by potential members of the Settlement Class and those potential Class Members identified above 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.

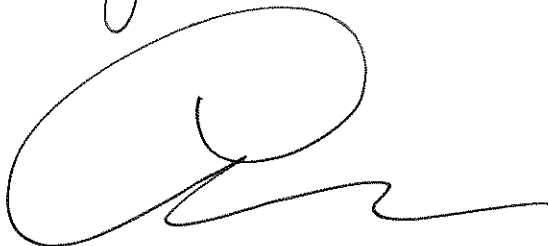
18. Within sixty (60) days after the Effective Date, Class Counsel and/or other attorneys for Plaintiff in the Consolidated Class Action Lawsuit shall destroy or return to counsel for Citywide Parking all Proprietary Information, and all confidential documents, data or information, and all copies thereof 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 20 DAY OF June, 2024.



Judge Carla Brown
State Court of Gwinnett County, Georgia