

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

JEAN F. ANDERSON; JASON BARLOW;
LUKE SMITH; REBEKAH BARR; and JAMES
ARIAS, Individually, and on behalf of a class of
similarly situated persons,

Plaintiffs,

v.

EMPIRE PARKING SERVICES, INC.

Defendant.

CIVIL ACTION FILE NUMBER:

17EV004040

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

On this 3rd day of November 2025, the Court considered the Declaration of the Administrator and Plaintiffs' Motion for Fees.

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 March 11, 2024, and memorialized in the Settlement Agreement and Order Preliminarily Certifying Settlement Class and Approving Class Settlement; and (c) dismissal with prejudice of Plaintiffs' claims, both individually and as a class, against Defendant. Class Counsel's Application for Fees requests this Court award attorneys' fees to Class Counsel and incentive awards to the Class Representatives. In connection with the Joint Motion for Final Approval and Class Counsel's Application for Fees, the Court considered all matters of record, including, but not limited to, said pleadings, all exhibits and affidavits thereto; Plaintiffs'

Submission of Evidence, all exhibits and attachments thereto, which were admitted into evidence for all purposes at the Settlement Final Approval Hearing; all pleadings filed in this matter; and arguments of counsel.

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. Plaintiffs and Defendant have executed and filed a Settlement Agreement and exhibits thereto filed with the Court on January 5, 2024. The Settlement Agreement is hereby incorporated by reference in this Order and all terms defined in the Settlement Agreement will have the same meanings in this Order.

2. The Settlement Agreement provides for the settlement of this Action with Defendant on behalf of the representative Plaintiffs and the members of the Settlement Class, subject to final approval by the Court. The Settlement Agreement provides that, in exchange for the releases described in the Settlement Agreement and this Final Judgment, EPS will provide a total Settlement Consideration which is inclusive of settlement payments to all qualifying members of the Settlement Class who submit approved claims.

3. On March 11, 2024, the Court held a Preliminary Approval Hearing to consider the preliminary approval of the Settlement Agreement. The Court, on March 11, 2024, entered the Order Preliminarily Certifying Settlement Class and Approving Class Settlement ("Preliminary Approval Order"), preliminarily approving the Settlement, preliminarily certifying, for settlement purposes only, this Action as a class action, and scheduling a hearing for final approval of the settlement for September 30, 2025, which was continued to November

3, 2025 at 9 a.m. (“Final Approval Hearing”) (a) to determine whether the Proposed Settlement of the Actions on the terms and conditions provided for in the Settlement 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.

4. The Court ordered the Individual Notice and Claim Form, in the forms attached to the Settlement Agreement as Exhibits “2” and “3”, be mailed by the Settlement Administrator, by first-class mail, postage prepaid, on or before August 1, 2025, (the “Notice Mailing Date”) to all potential Class Members whose names were ascertained by the Settlement Administrator and Class Counsel through a reasonable search of EPS’s Identifying 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.

5. The parties and the Settlement Administrator have satisfactorily demonstrated that such Class Notice was given in accordance with the terms of the Preliminary Approval Order.

6. In accordance with the Individual Notice, the Final Approval Hearing was duly held before this Court on November 3, 2025. At the Final Approval Hearing, the Court considered (a) whether certification for settlement purposes only was appropriate under Rule 23 of the Georgia Civil Practice Act (O.C.G.A. § 9-11-23 – “Rule 23”); (b) the fairness, reasonableness, and the adequacy of the Settlement; and (c) the fairness and reasonableness of Class Counsel’s Application for Attorneys’ Fees under applicable law. At the Final Approval Hearing, the Court fulfilled its duty to independently evaluate the fairness, reasonableness, and adequacy of the Settlement and Class Counsel’s Application for Attorneys’ Fees by considering not only the pleadings and arguments of Plaintiffs, Class Counsel and EPS, but also by rigorously and independently evaluating the Settlement 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 Settlement and Class Counsel's Application for Attorneys' Fees, even if such argument was not actually presented to the Court by pleading or oral argument.

7. 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.

8. 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 Defendant. All Class Members had the absolute right to opt out and pursue an individual lawsuit against Defendant.

9. 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 Defendant.

10. 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 Final Approval Hearing. The Individual Notice and Detailed Notice also advised Class Members that they could remain a member of the class and assert objections, if desired, to the settlement at the Final Approval Hearing.

11. On or about November 3, 2025, Plaintiffs and Defendant 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, Plaintiffs 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 Settlement, evidence regarding the fairness, reasonableness, and adequacy of the substantive terms of the Settlement, and evidence regarding the fairness, reasonableness and adequacy of Class Counsel's Application for Fees.

12. Plaintiffs offered into evidence at the 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.

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

All individuals who meet at least one of the following criteria:

All individuals who paid EPS to remove a boot from a vehicle that was placed on a vehicle within the City of Atlanta, Sandy Springs or Decatur and/or within the counties of Cobb, DeKalb, or Fulton from February 3, 2012, through December 12, 2018 by EPS.

Excluded from the Settlement 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 and any employees.

The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment and certifies this Action, for settlement purposes only, as a Class Action. In so doing, the Court finds, for settlement purposes only, the Action meets all the requirements of Rule 23, due process and all other applicable rules and law and can therefore be certified as a settlement class action.

14. On November 3, 2025, the parties provided evidence that the Individual Notice, Detailed 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 Settlement , were disseminated in accordance with the Preliminary Approval Order.

15. Specifically, the Court received and admitted a Declaration from Bryn Bridley setting forth the scope and results of the notice campaign. Additionally, the Court was provided with testimony at the Final Approval Hearing concerning the adequacy of the notice program.

16. 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 posting of the Settlement , 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 Actions, their right to object or exclude themselves from the Proposed Settlement and to appear at the 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 Civil Practice Act and the requirements of due process under the Georgia and United States Constitutions, and requirements of any other applicable rules or law.

17. 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 Actions and of the Settlement Agreement 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 Rule 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.

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

19. The Final Approval Hearing and the evidence before the Court clearly support a finding that the Settlement Agreement was entered into in good faith between the Plaintiffs and Defendant, and the Court does hereby so find.

20. The Court finds that the Settlement Agreement is the result of a good faith arm's length negotiation by the parties hereto. In addition, the Court finds that approval of the Settlement 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 Settlement Agreement 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.

21. The settlement of this Action on the terms and conditions set forth in the Settlement Agreement 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.

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

23. Settlement Class Members are not required under the Settlement 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.

24. The manner in which documents in EPS's possession are used to evaluate and process claims is fair and reasonable based upon the terms of the Settlement Agreement and evidence presented at the Final Approval Hearing. The claim process as set forth in the

Settlement is fair, reasonable and adequate to both Class Members and EPS. Any Class Member who did not submit a Claim Form in compliance with the claims process set forth in Section VIII of the Settlement or, alternatively, who did not request exclusion from the Settlement Class in accordance with Section XV of the Settlement, is forever barred from asserting a Released Claim¹ against a Released Person² in any other action or proceeding.

25. Class Counsel has requested One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00) (constituting 35% of the total settlement). Class Counsel has also requested that the Class Representatives each receive an Incentive Award of \$10,000. Class Counsel's request of One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00) and an Incentive Award of \$10,000 each to Class Representatives from the settlement fund are fair, reasonable, and adequate.

¹ The term "Released Claims" as used herein and in the Settlement Agreement 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 Actions by Plaintiffs on behalf of themselves or on behalf of the Settlement Class against Defendant arising in 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 the City of Atlanta, Sandy Springs or Decatur and/or within the counties of Cobb, DeKalb, or Fulton by EPS as defined in the Settlement Class. The Released Claims do not include any claim for enforcement of the contemplated Settlement Agreement and/or Final Order and Judgment.

² The term "Released Persons" as used herein and in the Settlement Agreement means Defendant and their past or present subsidiaries, parents, and/or affiliates, successors and predecessors in interest, assigns, acquirers, divisions, representatives, heirs, officers, directors, shareholders, agents, managing agents, employees, attorneys, auditors, accountants, brokers, surplus lines brokers, underwriters, advisers, insurers, and parent and/or holding companies of the foregoing, and their co-insurers and re-insurers, as well as all owners, operators, and managers of the parking lots where EPS has ever booted a vehicle within the City of Atlanta, Sandy Springs and/or Decatur and/or the counties of Cobb, DeKalb and Fulton and their agents, insurers, re-insurers, officers, directors, shareholders, parents, subsidiaries, affiliates, and successors.

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

1. The Court possesses jurisdiction over the subject matter of these Actions, the Plaintiffs, Defendant, members of the Settlement Class, and the Released Persons.
2. The Court certifies the Settlement Class, for Settlement purposes only, under Rule 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. 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 Settlement and the Proposed Settlement embodied therein, including the releases provided for in the Settlement and this Final Judgment.
5. All provisions and terms of the Settlement are hereby finally approved in all respects. The parties to the Settlement are hereby directed to consummate the Settlement in accordance with its terms.
6. This Action 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 this Action and/or the Released Claims against the Released Persons, including, but not limited to, Defendant. Accordingly, any future claims arising out of the conduct alleged in the Complaints and claims released herein are barred by res judicata. There shall be no limit to the res judicata effect of this Final Order and Judgment. Additionally, and not by way of limitation as to the res judicata

effect upon anyone attempting to litigate any issue released herein, 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, or attempting to amend an existing action to assert any class claims that have been released pursuant to the Settlement . Any person in contempt of this injunction may be subject to sanctions.

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, the named Plaintiffs are appointed as the representatives for the Settlement Class, and the following Class Counsel is appointed as counsel for the Settlement Class:

Matthew 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 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. The following constitutes highly confidential and proprietary business information of EPS as well as personal information of Class Members (the “Proprietary Information”): the business records of EPS, the name, address, telephone number, license plate, VIN, or tag data, and other data concerning individuals compiled by EPS, Class Counsel, and/or

the Settlement 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 Plaintiffs in this Action.

11. No persons other than EPS's counsel and clerical/administrative personnel employed by EPS, 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.

12. The Settlement, Proposed Settlement, and this Final Judgment are not deemed admissions of liability or fault by the Defendant or other Released Persons, or a finding of the validity of any claims in the Actions or of any wrongdoing or violation of law by the Defendant or other Released Persons. The Settlement and Proposed Settlement are not a concession or admission by the parties of any material fact, and, to the extent permitted by law, neither this Final Judgment nor the Settlement 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. Nothing in this paragraph shall affect or bar the Parties from using these documents to enforce terms of the Settlement.

13. Neither the Settlement Agreement, 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 Settlement and/or Settlement Agreement shall be (a) offered

into evidence in 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.

14. Pursuant to Class Counsel's Application for Attorneys' Fees Related to the Settlement , the Court jointly awards Class Counsel the sum of One Million Five Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$1,575,000.00). EPS's insurers shall pay such fees to Class Counsel pursuant to the terms of the Settlement Agreement. In addition, the Court awards an Incentive Award of \$10,000 each to Class Representatives. The Court hereby finds that these amounts are fair and reasonable and directs the Settlement Administrator to issue these payments directly to Class Representatives.

15. Any Class Member who receives a check in connection with a claim submitted under the Settlement and does not cash that check within 120 days of its date is deemed to have waived those funds and Defendant have no further obligations to pay such claims.

16. Within sixty (60) days after the Effective Date, Class Counsel and/or other attorneys for Plaintiffs shall return to counsel for EPS 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 EPS to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with the Settlement Agreement. Within forty-five (45) days after the Effective Date, Class Counsel shall deliver a letter to counsel for EPS 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 or for any other purpose, current or future, unless independently obtained through discovery or other procedures in such other litigation.

17. As soon as reasonably possible after the completion of all payments to Class Members eligible for payment pursuant to the Settlement, 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 Settlement and the Court's prior Orders have been completed.

18. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over these Actions for purposes of:

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

IT IS SO ORDERED THIS 17th DAY OF November, 2025.

Dated: _____



Judge Eric A. Richardson
State Court of Fulton County, Georgia