

## LEGAL NOTICE OF CLASS ACTION SETTLEMENT

IF YOU PAID A PARKING FEE OR RECEIVED A PARKING CITATION AT A PAY & DISPLAY PARKING METER IN THE CITY OF PASADENA BETWEEN JANUARY 18, 2016 AND APRIL 3, 2017, PLEASE READ THIS NOTICE CAREFULLY, AS IT DESCRIBES A SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.

You are receiving this notice by Order of the Los Angeles County Superior Court.

This is not a solicitation from a lawyer. This is not a communication from the City of Pasadena.

Para una notificación en Español, visite [www.FrankClassActionSettlement.com](http://www.FrankClassActionSettlement.com) o [www.cityofpasadena.net](http://www.cityofpasadena.net).

### WHAT IS THE LAWSUIT ABOUT?

The Lawsuit, *Geoffrey Frank, et al. v. City of Pasadena* (Los Angeles Superior Court, Case No. BC 666535) was filed by Geoffrey Frank, Devin Swanson, and Babak Zahabizadeh (“Plaintiffs”) to challenge whether the Pay & Display Meters in the City of Pasadena (“City”) met the definition of a “parking meter” in Pasadena Municipal Code § 10.08.075 between January 18, 2016 and April 3, 2017 (“Class Period”). The Lawsuit alleges that the Pay & Display Meters were not legally-authorized “parking meters” pursuant to the definition in Municipal Code § 10.08.075 during the Class Period. Plaintiffs filed the Lawsuit on behalf of themselves and all other similarly-situated individuals to seek a refund of the Pay & Display Meter fees and citations during the Class Period.

The City of Pasadena disagrees with the Plaintiffs and asserts that Municipal Code § 10.08.075 properly defined Pay & Display Meters as “parking meters” and, therefore, no refund or other relief is warranted.

The Court has not decided who is right.

### WHAT ARE THE TERMS OF THE SETTLEMENT?

In lieu of the refund of fees and fines from Pay & Display Meters collected by the City of Pasadena during the Class Period, the City has agreed to certain modifications to the Pay & Display Meter parking system as follows:

- Administration.** For all Pay & Display Meters the City will implement into the parking citation system contract with Data Ticket, Inc. (or such similar third-party vendor who assumes the responsibilities of Data Ticket during the pendency of the City’s current five-year contract with Data Ticket, including any extensions), the requirement to provide an annual training session on the citation appeal process set forth in California Vehicle Code Section 40215 to City parking administrative staff and parking administration hearing officers. Such training to administrative hearing officers shall supplement the training already required by California Vehicle Code Section 40215. In addition, if the City learns that a parking citation has been overturned by a City parking administrative hearing officer or court, the City shall appropriately investigate, in good faith, the basis for such reversal to determine whether a systemic change to the City’s parking system is appropriate either to comply with the law or to avoid inappropriate citations in the future, and then if necessary implement appropriate systemic changes. The City shall include this review requirement as part of the trainings required by this paragraph.
- Grace Period.** The City will increase, from the existing five (5) minutes to ten (10) minutes, the time period during which no parking citation may issue for a Pay & Display Meters’ time-related violation (“Grace Period”). Technology and cost permitting, the City shall seek to implement systems that prevent parking enforcement officers from issuing citations during the Grace Period for Pay & Display Meters. Absent such technology, parking enforcement officers shall be trained to verify—prior to the issuance of a citation—the expiration of the Grace Period at the specific Pay & Display Meter or at any electronic/gray-poled metered space in the City where unused Pay & Display Meter time is transferred by the display of a Pay & Display Meter receipt. The City shall also train parking administrative staff to verify expiration of the Grace Period at the specific Pay & Display Meter in responding to any challenge to a citation based on issuance of such citation during the Grace Period provided the contestant provides a copy of the Pay & Display Meter receipt. Upon determination that a citation was issued during the Grace Period at a Pay & Display Meter, the City shall void that citation.

3. **Synchronization.** Technology and cost permitting, the City will promptly implement a system to verify the synchronization of time between Pay & Display Meters and handheld devices used to enforce Pay & Display Meters. Absent such technology, the City shall implement a system for manually verifying, at least once every thirty (30) days, such synchronization between each Pay & Display Meter and any timing mechanism used to enforce Pay & Display Meters. The City shall maintain a record of completion of such manual synchronization for each Pay & Display Meter, a copy of which may be accessed by the public pursuant to a California Public Records Act request for such record. The City's failure to timely undertake and properly document synchronization for a specific Pay & Display Meter (an "Unregulated Meter") shall void all time-related citations issued pursuant to such Unregulated Meter for the period of time beginning thirty (30) days from the last properly documented synchronization of such Unregulated Meter until such time as the Unregulated Meter is again synchronized and appropriate documentation provided. Accordingly, the City shall train parking administrative staff to verify the synchronization record for a Pay & Display Meter in responding to any challenge to a citation based on issuance of such citation at an Unregulated Meter. Upon determination that a citation was issued pursuant to an Unregulated Meter, the City shall void that citation.

4. **Unused Parking Meter Time.** The City shall post information on each Pay & Display Meter and on such receipts issued by such Pay & Display Meters, that unused meter time reflected on Pay & Display receipts may be transferred to, and used at, any other Pay & Display Meter or at any electronic/gray-poled metered space in the City. Such advisement shall, if feasible, be displayed in no less than approximately 5/8-inch font on the Pay & Display Meters and in a typeface no less than approximately 3/32 inch in height on the associated receipts issued by Pay & Display Meters.

5. **Mobile Software Application.** The City will ensure that its mobile phone parking software application fee for use of Pay & Display Meters does not exceed the City's actual cost of service and shall maintain such limitation for the entire time the City utilizes Pay & Display Meters.

6. **Unpaid Citations.** The City will dismiss unpaid citations related to Pay & Display Meters issued to Class Members during the Class Period, notify the California Department of Motor Vehicles of dismissal where prior notice has been given to the DMV, and shall not count such citations toward total citations for any City purpose, including vehicle immobilization determinations.

7. **Training.** As each policy and/or change set forth in this Agreement is implemented, the City shall advise its parking enforcement officers of such policy and/or change, and its impact on their duties as enforcement officers. Thereafter, the City will implement an annual training session for all City parking enforcement officers regarding the policies and/or changes implemented pursuant to this Agreement.

The parties have also agreed that the costs to administer this Settlement and provide notice, attorneys' fees, and Class Representative incentive awards to the named Plaintiffs will be paid for by the City. Class Counsel has agreed to limit its request for attorneys' fees from the City to no more than \$750,000, plus its verifiable and mandatory costs allowable by statute and Plaintiffs' share of mediation fees paid to mediation companies for the parties' mediation sessions in March 2019 and August 2020. Plaintiffs have also agreed to limit the City's obligation to pay incentive awards to them as Class Representatives to no more than \$2,500 each. The final amount of attorneys' fees and Class Representative incentive awards will be determined by the Court. The motion for fees and incentive awards will be posted on the Settlement website prior to the Objection Deadline. All Class Members who do not request exclusion from this Settlement will forever release all claims during the Class Period arising out of or related to the facts alleged in the Lawsuit.

### **WHY WAS THIS NOTICE ISSUED?**

The Court issued this notice because you have a right to know about the proposed class action settlement which the Court has preliminarily approved and your rights and deadlines to act. If the Court grants final approval, the Settlement becomes final pursuant to its terms.

## **WHAT ARE MY OPTIONS IN THIS SETTLEMENT?**

As structured, the Settlement here does **not** allow Class Members to opt out of, or otherwise exclude themselves from, its terms. As such, you have only two options: You may: (1) do nothing and be bound by the terms of the Settlement, or (2) object to the Settlement.

## **WHAT IF I DO NOTHING?**

IF YOU DO NOTHING, AND THE COURT APPROVES THE SETTLEMENT, YOU WILL NO LONGER HAVE THE ABILITY TO SUE FOR MONETARY DAMAGES OR INJUNCTIVE RELIEF WITH RESPECT TO YOUR PAYMENT OF A PARKING FEE OR RECEIPT OF A PARKING CITATION AT A PAY & DISPLAY PARKING METER IN THE CITY OF PASADENA BETWEEN JANUARY 18, 2016 AND APRIL 3, 2017, AND YOUR CLAIMS DURING THE CLASS PERIOD WILL BE RELEASED AND DISMISSED.

## **HOW DO I OBJECT TO THE SETTLEMENT?**

If you are a Class Member and do not agree with the Settlement or its impact on your potential rights, you, or your attorney on your behalf, may object to the Settlement. The objection must be in writing and must provide evidence that you are a Class Member. The procedures for submitting a written objection are identified below.

Your written objection must contain all of the following: (1) a heading referring to: *Frank, et al. v. City of Pasadena* (Los Angeles County Superior Court Case No. BC666535); (2) your name, address, telephone number, and email address; (3) documents sufficient to establish the basis for your standing as a Class Member (*i.e.*, verification under oath as to the approximate date(s) and location(s) of your purchase of a Pay & Display Meter parking ticket or receipt of a Pay & Display Meter parking citation between January 18, 2016 and April 3, 2017); (4) a statement of the legal and factual basis for your objection; and (5) your signature and the signature of your legal counsel (if you are represented by counsel). The Court will consider your objection. If your objection is mailed in time, you do not have to attend the Fairness Hearing described below.

Any objection to the Settlement must be served by U.S. mail or otherwise delivered to the Settlement Administrator so that it is postmarked by October 20, 2021. The Settlement Administrator is *Frank v. City of Pasadena* Settlement Administrator, P.O. Box 43501, Providence, RI 02940-3501.

## **WHO REPRESENTS THE CLASS MEMBERS?**

The Court has appointed the following Class Counsel to represent the Class:

Michael Bruce Abelson  
Vincent H. Herron  
Halpern May Ybarra Gelberg LLP  
550 South Hope Street, Suite 2330  
Los Angeles, CA 90071

Class Members have the right to hire their own lawyers, at their own expense, although there is no obligation to do so, and Class Counsel will represent all Class Members in this Lawsuit who do not object or retain their own lawyer.

## **HOW WILL CLASS COUNSEL BE PAID?**

The City has agreed that Class Counsel may seek an award of attorneys' fees. If the Court approves the award, the City has agreed to pay Class Counsel's attorneys' fees up to \$750,000, plus verifiable and mandatory costs allowable by statute and Plaintiffs' share of mediation fees paid to the mediation companies for the parties' mediation sessions in March 2019 and August 2020. Class Members are not responsible for paying Class Counsel.

### **WHEN WILL THE COURT HOLD A HEARING TO CONSIDER THE SETTLEMENT?**

On November 19, 2021 at 11:00 a.m., the Honorable William Highberger of the Los Angeles County Superior Court will hold a hearing (the “Fairness Hearing”) in Department 10 of the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the Court will decide whether to approve the Settlement and will determine the amount of attorneys’ fees and costs and Plaintiffs’ incentive award. You or your lawyer may appear at the Fairness Hearing *but do not have to do so*.

Take note that, if you do decide to appear at the Fairness Hearing, certain pandemic and/or social distancing procedures may be in effect. Prior to any appearance, please check with the Los Angeles Superior Court website ([www.lacourt.org](http://www.lacourt.org)) for the most current status regarding COVID-19 courthouse protocols.

### **HOW CAN I OBTAIN MORE INFORMATION?**

Class Members can ask questions and review court documents associated with this case at [www.FrankClassActionSettlement.com](http://www.FrankClassActionSettlement.com), or by writing to: *Frank v. City of Pasadena* Settlement Administrator, P.O. Box 43501, Providence, RI 02940-3501.

**PLEASE DO NOT CONTACT THE COURT OR CLERK’S OFFICE REGARDING THIS NOTICE**