

SUPREME COURT OF THE STATE OF NEW YORKmna
COUNTY OF NEW YORK

In the Matter of the Application of SYSCO
METRO, NY, LLC and PARKING
SURVIVAL EXPERTS d/b/a
parkingticket.com, on their own behalf and on
behalf of all others similarly situated,

Petitioner,

For a Judgment Pursuant to Article 78 of the
Civil Practice Law and Rules and for Other
Legal and Equitable Relief,

-against-

THE CITY OF NEW YORK, THE NEW
YORK CITY DEPARTMENT OF FINANCE
COMMERCIAL ADJUDICATIONS UNIT
a/k/a ADJUDICATION DIVISION, and
JACQUES JIHA, Individually and as New
York City Commissioner of Finance,

Respondents

Index No. 101637/2015

Justice Lucy Billings

**ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT,
PROVISIONALLY
CERTIFYING THE CLASS
AND CLASS COUNSEL, AND
PROVIDING FOR NOTICE TO
THE CLASS**

WHEREAS Petitioner Sysco Metro, NY, Inc. (“Petitioner,” or “Sysco”), on behalf of itself and the proposed Class, has made a motion (the “Motion”), pursuant to N.Y. C.P.L.R. § 908, for an order preliminarily approving settlement of the above-captioned action (the “Action”) and certifying the Class and appointing Class counsel for settlement purposes only in accordance with the Settlement Agreement filed with this Court on September 20, 2022 (the “Settlement Agreement”), and the exhibits attached thereto, entered into by and between Petitioner, on the one hand, and the City of New York and the New York City Department of Finance Commercial Adjudications Unit a/k/a Adjudication Division (together, the “City”), on the other hand, setting forth the terms and conditions for a proposed settlement of the Action and its dismissal with

prejudice;¹ and

WHEREAS the Parties reached the Settlement through arm's-length negotiations with the assistance of this Court; and

WHEREAS under the Settlement, subject to the terms and conditions therein and subject to Court approval, Petitioner and the proposed Class would fully, finally, and forever resolve, discharge, and release their claims against the City in exchange for (1) a payment of \$2.45 million inclusive of all settlement administration fees and attorneys' fees and expenses that will be deposited into the Settlement Fund to compensate the members of the Class and (2) a payment of \$400,000 to Sysco to resolve all Petitioner's individual claims asserted in the Action, other than claims common to the Class,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

I. JURISDICTION AND VENUE

1. The Court maintains jurisdiction over the subject matter and Parties to this proceeding pursuant to N.Y. C.P.L.R. §§ 301 and 302(a).

2. Jurisdiction and venue are properly laid in the County of New York pursuant to N.Y. C.P.L.R. §§ 7804(b) and 506(b) because the determinations complained of were made within that County.

3. This Court is a desirable forum for litigating Petitioner's claims for a number of reasons, including the following: (1) Petitioner is a Delaware limited liability company licensed to conduct business in New York with its principal place of business in Jersey City, New Jersey, (2) Respondent New York City Department of Finance Commercial Adjudications Unit a/k/a Adjudication Unit is an agency of Respondent City of New York and

¹ All capitalized terms in this Order have the same meaning as defined in the Settlement Agreement, unless otherwise defined herein.

is empowered by law to adjudicate parking summonses issued within the City of New York.

II. PROVISIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL

4. A New York court may certify a class for purposes of settlement if it has not yet been certified. See, e.g., Louisiana Mun. Employees' Ret. Sys. v. Cablevision Sys. Corp., 74 A.D.3d 1291, 1291 (2d Dep't. 2010). In deciding whether to certify a Class, a court considers the factors that it would consider in connection with a proposed litigation class under N.Y. C.P.L.R. §§ 901 and 902. Klein v. Robert's Am. Gourmet Food, Inc., 28 A.D.3d 63, 67 (2d Dep't 2006).

5. The Court finds, for settlement purposes only, that the factors listed in N.Y. C.P.L.R. §§ 901 and 902 are satisfied, that certification of the proposed Class is appropriate under § 902, and that all persons in the Class will have the right to exclude themselves by way of the opt-out procedure set forth below in Paragraph 28 of this Order. The Court, therefore, provisionally certifies the following Class:

All Persons who are the registered owner or lessor of a Tractor that was issued a parking summons from the City of New York during the period January 1, 2014, to May 2, 2022, that contains a description of the vehicle body type on the summons as something other than a Tractor and the Tractor is not enrolled in a Reduced Fine Program.

6. For purposes of settlement only, the Court appoints the following person as class representative: Sysco Metro NY, LLC.

7. The Court appoints as Class Counsel:

Bragar Eagel & Squire, P.C
Lawrence Eagel
810 7th Avenue Ste. 620
New York, NY, 10019
(212) 308-5858
eagel@bespc.com

Glass Harlow & Hogrogian
Bryan Glass
85 Broad Street @Wework
New York, NY 10004
(212) 537 6859

Joan Lebow
931 Maple Avenue
Evanston, IL 60202

Edelstein & Grossman
Jonathan Edelstein
501 Fifth Avenue
New York, NY 10017
(212) 871 0571

8. This Court preliminarily finds that based on the work Class Counsel has done in identifying, investigating, and prosecuting the claims in the action; one or more Class Counsel's experience in handling class actions, other complex litigation and claims of the type asserted in this Action; Class Counsel's knowledge of the applicable law; and the resources Class Counsel has committed and will commit to representing the Class; Class Counsel has and will fairly and adequately represent the interests of the Class. Petitioner and Class Counsel, on behalf of the Class, are authorized to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effectuate its terms.

III. PRELIMINARY APPROVAL OF THE SETTLEMENT

9. Preliminary approval of a settlement is appropriate where the Court finds that there is "probable cause to submit the [settlement] proposal to class members and hold a full-scale hearing as to its fairness." In re Penthouse Exec. Club Comp. Litig., 2013 U.S. Dist. LEXIS 63065, *7 (S.D.N.Y. Apr. 29, 2013) (quoting In re Traffic Exec. Ass'n, 627 F.2d 631, 634 (2d Cir. 1980) (internal citation omitted)). Here, approval is also considered appropriate as it is the result of "serious, informed, and non-collusive negotiations, where there are no

grounds to doubt its fairness and no other obvious deficiencies and where the settlement appears to fall within the range of possible approval.” In re Gilat Satellite Networks, Ltd., No. 02 Civ. 1510 (CPS), 2007 U.S. Dist. LEXIS 29062, at 31 (E.D.N.Y. April 19, 2007). See Tart v. Lions Gate Entm't Corp., No. 14CV-8004 (AJN), 2015 U.S. Dist. LEXIS 139266, at 13 (S.D.N.Y. Oct. 13, 2015) (preliminary approval should be granted as long as the proposed settlement “appears to fall within the range of possible approval”) (quoting Clark v. Ecolab, Inc., 2009 U.S. Dist. LEXIS 108736, at 22 (S.D.N.Y. Nov. 17, 2009)) (internal quotations omitted); Karic v. Major Auto. Cos., No. 09 CV 5708 (ENV), 2015 U.S. Dist. LEXIS 171730, at *22 (E.D.N.Y. Dec. 22, 2015) (probable cause exists if the proposed settlement appears to be “fair, adequate, and reasonable, and not the product of collusion”) (quoting Joel A. v. Giuliani, 218 F.3d 132, 138 (2d Cir. 2000)).

10. The Settlement Agreement appears to be fair, adequate, and reasonable as the settlement negotiations that led to the settlement and terms of the agreement are the result of arm’s-length negotiations among experienced counsel after due diligence and discovery. See McReynolds v. Richards-Cantave, 588 F.3d 790, 803 (2d Cir. 2009). See also Fiala v. Metro. Life Ins. Co., 27 Misc. 3d 599, 607 (Sup. Ct. N.Y. Co. 2010) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery”) (quoting Wal-Mart Stores Inc. v. Visa U.S.A., Inc., 396 F.3d 96, 116 (2d Cir. 2005) (internal quotations omitted)). The presumption of procedural fairness is even stronger where, as here, a fourth element is satisfied: (4) the parties actively engaged a neutral third party—the Court—to help facilitate the settlement.

11. The Court preliminarily approves the Settlement, including Exhibits F, G,

and H to the Egel Affirmation in support of the Motion, and finds that the Settlement Agreement is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval, and (b) it is appropriate to effectuate notice to the Class, as set forth below and in the Settlement, and schedule a final approval hearing to assist the Court in determining whether to grant final approval to the Settlement and enter a Final Judgment.

IV. APPROVAL OF NOTICE, NOTICE PROGRAM AND DIRECTION TO EFFECTUATE NOTICE

12. The Court approves the form and content of the notices, substantially in the forms attached hereto and as Exhibit F to the Egel Affirmation in support of the Motion. The Court further finds that the Notice Program is the best practicable under the circumstances. The Notice Program is reasonably calculated under the circumstances to apprise members of the Class of the pendency of the Action, provisional certification of the Class, the terms of the Settlement, Class Counsel's Fee Application, payment to Sysco to resolve all of Petitioner's individual claims asserted in the Action, and class members' rights to opt-out of the Class or object to the Settlement. The notices and Notice Program constitute sufficient notice to all persons entitled to notice and satisfy all applicable requirements of law including, but not limited to, N.Y. C.P.L.R. §§ 901 and 902 and constitutional requirements of due process.

13. The costs of Notice and settlement administration shall be deducted from the Settlement Fund.

14. Kroll Settlement Administration shall act as the Settlement Administrator.

15. The Settlement Administrator shall provide notice as set forth below and in the Settlement Agreement, using substantially the forms of Notice attached hereto and as

Exhibit F to the Egel Affirmation in support of the Motion and approved by this Order. Notice shall be provided to the Class members pursuant to the Notice Program, as specified in the Settlement Agreement and approved by this Order. The Notice Program shall include Postcard Notice and the Settlement Website, on which there shall appear the Notice, and Toll-Free Settlement Line, as set forth in the Settlement and below.

Postcard Notice Program

16. Not later than May 3, 2023, (the “Notice Date”), the Settlement Administrator will, to the extent necessary, run the mailing addresses of Class Members who can be identified from the City’s internal STARS database and will mail to all such persons in the Class the Postcard Notice. The Settlement Administrator will provide Class Counsel and the City’s Counsel with an affidavit confirming that the Postcard Notice was completed in accordance with this Order. Class Counsel will file that affidavit with the Court in conjunction with Petitioner’s motion for final approval of the Settlement.

17. The Settlement Administrator will perform reasonable address traces for all Postcard Notices that are returned as undeliverable through June 19, 2023 (the “Claims Deadline”), and will re-mail those Postcard Notices for which updated address information is found (the “Notice Re-mailing Process”). The Settlement Administrator will provide Class Counsel and the City’s Counsel with an affidavit confirming that the Notice Re-mailing Process was completed in accordance with this Order, and Class Counsel will file that affidavit with the Court within seven (7) days of the Claims Deadline.

Settlement Notice

18. The Settlement Administrator shall publish the Settlement Notice (the “Notice”) by placing an advertisement in a weekday edition of USA Today; issuing a press

release; and purchasing search advertising on Google, Yahoo/Bing, Internet display banner advertising, and Facebook banner advertising, to provide sufficient notice to the members of the Class. The Notice shall be published no later than May 3, 2023.

19. Within seven (7) days after the date the Settlement Administrator publishes the Notice, the Settlement Administrator shall provide Class Counsel and the City's Counsel with an affidavit confirming that the Notice was published in accordance with this Order. Class Counsel will file that affidavit with the Court in conjunction with Petitioner's motion for final approval of the Settlement.

Settlement Website and Toll-Free Settlement Line

20. The Settlement Administrator shall establish a Settlement Website as a means for persons in the Class to obtain notice of and information about the Settlement Agreement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Notice Program. The Settlement Website shall include hyperlinks to the Settlement; the Notice; this Order; the Claim Form, which may permit Class members to submit Claims by means of the minimum necessary information if the Claim Administrator's database has the remaining information; the operative Complaint in this Action; and such other documents as Class Counsel and the City's Counsel agree to post or that the Court orders posted on the Settlement Website. These documents shall remain on the Settlement Website at least until the Claims Deadline.

21. The Settlement Administrator shall also establish and maintain a toll-free telephone line for persons in the Class to call with Settlement-related inquiries. The toll-free telephone line shall provide an automated answering system and the option to speak with an agent of the Settlement Administrator, if the automated system is unable to answer any

question(s).

22. The Settlement Administrator shall not give and shall not be expected to give legal advice.

23. The Settlement Administrator is directed to perform all substantive responsibilities with respect to effectuating the Notice Program, as set forth in the Settlement Agreement.

V. APPROVAL OF CLAIM FORM AND SUBMISSION CLAIM FORMS

24. The Court approves the form and content of the proposed Claim Form, in the form attached as Exhibit H to the Eigel Affirmation in support of the Motion.

25. Class members required to submit a Claim shall have the option of submitting Claim Forms either online via the Settlement Website or by mail. Claim Forms must be postmarked or filed online no later the Claims Deadline.

VI. FINAL APPROVAL HEARING, OPT-OUTS, AND OBJECTIONS

26. A final approval hearing shall be scheduled for July 14, 2023, to assist the Court in determining whether to grant final approval of the Settlement and enter Final Judgment and whether Class Counsel's Fee Application and payment to Petitioner should be granted.

27. The Court may adjourn or continue the date of the Final Approval Hearing without further notice to Class members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement. The Court may approve or modify the Settlement Agreement without further notice to the Class.

28. Any person within the Class definition who seeks to be excluded from the Class may exercise the right to opt-out of the Class by following the opt-out procedures set

forth in this Order and the Notice at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be postmarked on or before June 19, 2023 (the “Opt-Out Deadline”), must be mailed to the address indicated in the Notice, and must include:

- a. the Class member’s name, address, email address, and telephone number;
- b. the following statement, “I request to Opt-Out from the Settlement in the NYC Parking Ticket Class Action” and
- c. the Class Member’s personal signature.

The members of the Class may opt-out only on their own behalf; no person may opt-out on behalf of someone else, whether on an individual or on a class basis.

29. The Opt-Out Deadline shall be specified in the Postcard Notice and Notice. All persons within the Class definition who do not timely and validly opt-out of the Class shall be bound by the terms of the Settlement Agreement, including any persons who have litigation or other proceedings currently pending or who subsequently initiate litigation or other proceedings, against the City and/or the Released Parties, relating to any of the Released Claims to the Settlement Agreement. No person in the Class or any person acting on behalf of or in concert or participation with a person in the Class may exclude any other person from the Class.

30. The Court further directs that any person in the Class who does not timely and validly opt-out of the Class may object to the Settlement Agreement, Class Counsel’s Fee Application, and/or the payment to Sysco to resolve all of Petitioner’s individual claims asserted in this Action. Objections to the Settlement Agreement, to the Fee Application and/or the payment to Petitioner must be mailed to the Clerk of the Court, Class Counsel, and the City’s Counsel. For an objection to be considered by the Court, the objection must

be filed with the Clerk of the Court no later than June 19, 2023 (the “Objection Deadline”), as specified in the Notice, and must also set forth:

- a. the objector’s full name, address, email address, and telephone number;
- b. whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- c. a statement of such Class Member’s specific objection(s);
- d. the grounds for the objections;
- e. a copy of any document(s) such objector wants the Court to consider;
- f. whether the Class Member seeks to present their position at a hearing on the merits of the Settlement Agreement; and
- g. the objector’s personal signature.

31. Persons filing an Objection also must send a copy of their Objection and serve any notice of intention to appear before the Court at the Final Approval Hearing to the Settlement Administrator, Class Counsel, and Respondents’ Counsel to the address and email addresses set forth in the Notice.

VII. FURTHER PAPERS IN SUPPORT OF SETTLEMENT AND FEE APPLICATION

32. Petitioner shall file its motion for final approval of the Settlement Agreement, Attorneys’ Fees, and Expenses no later than May 25, 2023.

33. Petitioner and Class Counsel shall file their responses to timely-filed objections to the motion for final approval of the Settlement and the Fee Application and the payment to Petitioner no later than May 30, 2023. If the City chooses to file a response to timely-filed objections to the motion for final approval of the Settlement Agreement, it also must do so no later than June 30, 2023.

VIII. EFFECT OF FAILURE TO APPROVE THE SETTLEMENT

34. In the event the Settlement Agreement is not approved by the Court, or if for any reason the Parties fail to obtain a Final Judgment as contemplated in the Settlement Agreement, or if the Settlement Agreement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;
- b. This Order shall be of no force and effect, and nothing contained in this Order is or may be construed as any admission or concession by or against the City or Petitioner on any point of fact or law; and
- c. The certification of the Class will be void, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action based on the Settlement Agreement and/or certification of the Class. The City shall not be precluded from challenging class certification in further proceedings in the Action or in any other action. No agreements made by or entered into by the City in connection with the Settlement Agreement may be used by Petitioner, any person in the Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other action.

35. Neither the Settlement Agreement terms nor any publicly disseminated information regarding the Settlement Agreement, including, without limitation, the Notice,

court filings, orders, and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement Agreement, any failure of the Court to approve the Settlement Agreement, and/or any objections or interventions may be used as evidence.

IX. STAY/BAR OF OTHER PROCEEDINGS

36. Pending final determination of whether the Settlement Agreement should be approved, Petitioner, all Class members and any person or entity allegedly acting on behalf of Class members, either directly, representatively, or in any other capacity, are preliminarily enjoined from: (i) commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims, and (2) organizing any Class members into a separate class, or soliciting the participation of other Class members, for purposes of pursuing as a purported class action any lawsuit in any jurisdiction (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on or relating to the claims and causes of action or the facts and circumstances relating thereto, in this Action and/or the Released Claims.

X. SCHEDULE

37. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions that must precede it:

- a. The Settlement Administrator shall establish the Settlement Website and toll-free telephone line as soon as practicable following Preliminary Approval and prior to commencement of the Notice Program;
- b. The Settlement Administrator shall mail to all persons in the Class the

Postcard Notice no later than May 3, 2023, and complete the Notice Re-mailing Process, as provided in Paragraph 17 of this Order;

c. The Settlement Administrator shall publish the Notice on the postmark date of the initial mailing of the Postcard Notice;

d. Petitioner shall file its motion for final approval of the Settlement and their application for attorneys' fees and expenses and for service awards for Petitioner no later than May 26, 2023;

e. Class members must file their Claim Form on or before June 19, 2023;

f. Class members must file any objections to the Settlement, including to the application for attorneys' fees and expenses and service awards, no later than June 19, 2023;

g. Class members must file requests to opt-out of the Settlement by no later than June 19, 2023;

h. Petitioner and Settlement Class Counsel shall file their responses to timely-filed objections to the motion for final approval of the Settlement and Fee Application no later than June 30, 2023;

i. If the City chooses to file a response to timely-filed objections to the motion for final approval of the Settlement, it shall do so no later than June 30, 2023.

38. The Final Approval Hearing will be held on July 14, 2023, at 10:00 a.m. in Courtroom 203, 71 Thomas Street, New York, NY 10013.

DATED: March 3, 2023

SO-ORDERED:



Honorable Lucy Billings

Sysco Metro v. City of New York
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NOTICE OF SETTLEMENT

If you are the registered owner or lessor of a tractor that was issued a parking summons from the City of New York during the period January 1, 2014, to May 2, 2022, that describes the vehicle body type on the summons as something other than a Tractor, and the Tractor is not enrolled in a Reduced Fine Program, you may be entitled to a payment from a class action settlement. This Notice may affect your legal rights. Please read it carefully.

A court has authorized this Notice. It is not a solicitation from a lawyer.

This Notice informs you of a proposed settlement in a class action lawsuit concerning Body Type Summonses issued by the City of New York to Tractors.

The lawsuit is *Sysco Metro v. City of New York*, Index No. 101637/2015 (the “Action”), in the Supreme Court of the State of New York, County of New York (the “Court”). In the Action, Petitioner alleges that Respondents violated the Vehicle and Traffic Law by enforcing parking summonses in which the body type description of a Tractor was listed incorrectly as something other than a Tractor. Respondents deny these allegations and any wrongdoing or unlawful conduct.

- The purpose of this Notice is to inform you of this class action (the “Action”), the proposed settlement of the Action (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) the application by the attorneys for the Petitioner Class (Class Counsel) for attorneys’ fees and expenses. This Notice describes important rights you may have and what steps you must take if you want to participate in the Settlement, want to object, or want to be excluded from the Settlement Class.¹
- If approved by the Court, the proposed Settlement will create a \$2,450,000 (two million four hundred fifty thousand dollars) Settlement Fund, plus earned interest, for the benefit of eligible Settlement Class Members, less any attorneys’ fees and expenses awarded by the Court, Notice and Administrative Costs, and taxes (the “Net Settlement Fund”).
- The settlement resolves claims by Sysco Metro, NY, LLC (together, “Sysco” or “Petitioner”), on behalf of itself and all members of the Settlement Class against the City of New York and the New York City Department of Finance Commercial Adjudications Unit a/k/a Adjudication Division (collectively, “Respondents” or the “City of New York”) (together with Respondents, the “Parties”). It releases the Respondent Releasing Parties (defined below) from liability.

¹ All capitalized terms not otherwise defined in this notice shall have the meaning provided in the Stipulation and Agreement of Settlement, dated May 2, 2022 (the “Stipulation”). Questions? Visit www.nyctractorticketsettlement.com or call 833-512-2319.

If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JUNE 19, 2023	The <i>only</i> way to get a payment under this settlement. <i>See</i> Question 5 below for details.
EXCLUDE YOURSELF FROM THE CLASS BY JUNE 19, 2023	Get no payment. This option is the only one, assuming your claim is timely brought, that might allow you to ever bring or be part of any other lawsuit against the Respondent Releasing Parties concerning the Class Released Claims. <i>See</i> Question 11 below for details.
OBJECT BY JUNE 19, 2023	Write to the Court about why you do not like the Settlement or the attorneys' fees and expense application. If you object, you still will be a member of the Settlement Class. <i>See</i> Question 16 below for details.
GO TO A HEARING JULY 14, 2023, AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR BY JUNE 23, 2023	Ask to speak in Court at the Settlement Hearing about the Settlement. <i>See</i> Question 20 below for details.
DO NOTHING	Get no payment AND give up your rights to bring your own individual action.

- This Notice explains rights and options—and the deadlines to exercise them.

The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made to all Settlement Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and the Settlement becomes effective. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at www.nyctractorticketsettlement.com, or contact the Settlement Administrator at P.O. Box 225391, New York, NY 10150-5391.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

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1. How Do I Know If I Am Affected by the Settlement?

For purposes of settlement only, and pursuant to the Court's conditional certification of a settlement class, you are a member of the "Settlement Class" if you are the registered owner or lessor of a tractor, and you received a parking summons from the City during the period from January 1, 2014, to May 2, 2022, that describes the vehicle body type as something other than a tractor, and you are not enrolled in a Reduced Fine Program.

2. What Is the Action About?

Petitioner alleges that Respondents violated the New York Vehicle and Traffic Law by enforcing parking summonses in which the body type description of a tractor was listed incorrectly as something other than a tractor. Respondents deny these allegations and any wrongdoing or unlawful conduct.

3. Why Is this Action Being Settled?

The attorneys for both Petitioner and Respondents have determined that there is significant risk, disruption, and expense in continuing the Action. Among other issues, the issues in the case include: (i) whether Respondents acted improperly; (ii) whether Petitioner suffered any damages; and (iii) whether Respondents can prove other defenses to the Action. In particular, even if Petitioner convinces the Judge or jury that Respondents acted improperly, a Judge or jury might not award any damages. Even if Petitioner were to succeed in the trial court, any judgment would be at risk on appeal, and the collectability of that judgment might be uncertain. After considering the risks and costs of further litigation, the Parties have concluded that it is in everyone's best interest that the Petitioner's claims be settled and dismissed on the terms of the Settlement. Petitioner and Class Counsel believe that the terms of the Settlement are fair, reasonable, and adequate and that the Settlement is in the best interest of the Settlement Class.

4. What if Anything Can I Receive from the Settlement?

What you might receive will depend on what records show or whether you demonstrate that you received one or more qualifying summonses and whether you challenged the summons(es). The Settlement will provide a total of up to \$2,450,000 less an amount to pay claims to those individuals who were the registered owner or lessor of a tractor and received a parking summons from the City during the period from January 1, 2014, to May 2, 2022, that described the vehicle body type as something other than a tractor ("Body Type Summons") and who were not enrolled in a Reduced Fine Program. Settlement Class Members who submit Valid Claims shall be paid in tiers, according to the allocation methods below, subject to paragraph 5.1(a) of the Stipulation and Agreement of Settlement entered May 2, 2022:

(a) for every Body Type Summons for which the Responsible Person Pursued All Administrative Remedies, you will be entitled to receive up to a 100% refund of the amount paid, the summons will be dismissed, and the amount due will be \$0.00;

(b) for every Body Type Summons for which the Responsible Person Partially Pursued Administrative Remedies, you will be entitled to receive up to 30% of the amount paid, the amount due for such summons will be \$0.00, and the summons will be dismissed; and

(c) for every Body Type Summons for which the Responsible Person did not pursue administrative remedies, you will be entitled to receive up to 20% of the amount paid, the amount due for such summons will be \$0.00, and the summons will be dismissed; and

(d) for all other Body Type Summonses for which the fine and/or penalty was not paid or was partially paid the amount of the fine and/or penalty paid and the amount due will be reduced to reflect the amount of refund that would be due with respect to such summons under the Settlement, and the summons will not be marked dismissed.

In addition, Respondents' internal STARS database, which maintains the official records concerning the status of the summonses issued by the City of New York, shall, depending on the extent that the Settlement Class Member pursued the administrative remedies available, mark the Body Type Summons as dismissed or not dismissed.

5. How Do I Make a Claim?

To make a Claim, you must either (1) complete and mail the Claim Form received in your Notice Packet or (2) submit a Claim through the online Claims Portal on the Settlement Website. The Settlement Website contains information that may enable you to make a claim through the Website. You may want to check the website before making any written claim.

Claim Forms and Claims submitted online through the Claims Portal must be received by the Settlement Administrator by 11:59 p.m. Eastern Time on **June 19, 2023**.

Payments will be issued to approved claims only if the Court gives final approval to the proposed Settlement. Please be patient.

6. When Do I Get My Payment?

Filing a Claim does not provide a guaranteed payment. If the Court approves the Settlement, then benefit payments will be distributed after the Settlement Administrator has completed its review and audit of all Claim Forms to validate the veracity of the Claims and prevent the payment of invalid Claims. If the Court does not approve the Settlement, no payments will be issued.

7. Who Are My Lawyers and What Do Petitioner and Its Lawyers Get?

The Court has appointed Bragar Eagel & Squire, P.C.; Edelstein and Grossman; Glass Harlow & Hogrogian, LLP, and Joan Lebow, P.C., as Class Counsel. You may communicate with counsel by contacting Lawrence Eagel, Bragar Eagel & Squire, P.C., 810 Seventh Avenue, Suite 620, New York, NY 10019, www.bespc.com, (212) 308-5858, eagel@bespc.com.

To date, Class Counsel have not been compensated for any of their work on the Action since it was filed. As part of the Settlement, Class Counsel may apply to the Court to award them fees and costs of no more than one-third (33 and 1/3%) of the Settlement Fund, plus reimbursement of reasonable and documented out-of-pocket costs not to exceed \$300,000, plus accrued interest, and excluding notice and claims administration costs and taxes, which will be deducted separately from the Settlement Fund. Attorneys' fees and costs will be paid out of the Settlement Fund as expenses for litigating the case, if approved by the Court, which will be paid by Respondents. Respondents have the right to oppose this request for attorneys' fees and expenses.

Class Counsel shall file their application for Attorneys' Fees and Expenses, as well as the motion for final approval of the Settlement, at least 21 days before the objections deadline. A copy of that application will be available on the Settlement Website. The Court will determine the amount of Attorneys' Fees and Expenses that may be awarded.

8. What Happens if I Do Not Opt-Out of the Settlement?

If you are a Settlement Class Member and you do not Opt-Out of the Settlement, you will be bound by all orders and judgments of the Court, and you also will be bound by the Settlement, including to the Release of claims. In exchange for being a Settlement Class Member and being eligible for the benefits of the Settlement, you will not be able to sue or be part of any other lawsuit against the City of New York or any of the Released Persons that involves the Released Claims.

You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this Action if you stay in the Settlement Class.

Staying in the Settlement Class also means that you agree to the following terms of the Settlement:

Upon the entry of a Final Approval Order and without any further action by the Court or by any Party to the Agreement, the Settlement Class Members and Petitioner, including any person claiming rights derivative of any Settlement Class Member or Petitioner as their spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate, shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever released, relinquished, and discharged against the Released Persons all Released Claims (including, without limitation, any unknown claims).

Without limiting the foregoing, the Release specifically extends to any claims that the Releasers do not know or suspect to exist in their favor at the time that the Settlement, and the Release contained in the Agreement, become effective. In connection with such Release, the Releasers acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Persons, and in furtherance of such intention, the Release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

The full definitions of Released Claims and Released Persons and a full explanation of the scope of the Release are set forth in the Settlement Agreement, which is available on the Settlement Website.

9. How Do I Opt-Out from the Settlement?

You may Opt-Out from the Settlement if you want to retain the right to sue Respondents separately for the Released Claims. If you Opt-Out, you may not file a Claim or Objection to the Settlement.

To Opt-Out, you must mail an Opt-Out request to the Settlement Administrator at P.O. Box 225391, New York, NY 10150-5391. The Opt-Out requests must: (i) be signed by the Settlement

Class Member who is requesting exclusion; (ii) include the full name, address, email address, and phone number(s) of the Settlement Class Member requesting exclusion; and (iii) include the following statement: "I request to Opt-Out from the Settlement in the NYC Parking Ticket Class Action." The Opt-Out request must be received by the Settlement Administrator by the Opt-Out Deadline, which is **June 19, 2023**.

10. How Do I Object to the Settlement?

You may ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You may not ask the Court to order a larger Settlement. The Court only will approve or disapprove the Settlement proposed. If the Court denies approval to the entire Settlement, no benefit payments will be made, and the Action will continue. You also may ask the Court to disapprove the requested payments to Petitioner and to its attorneys. Even if you object to the Settlement, the Court may approve it.

If you want to raise an Objection to the Settlement for the Court to consider at the Final Approval Hearing, you must submit that Objection, in writing, by the Objection Deadline set forth above. You also may file a notice of your intention to appear before the Court at the Final Approval Hearing on or before the Objection Deadline. Any Objection must (1) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (2) include a statement of such Settlement Class Member's specific objection(s); (3) state the grounds for the objection(s); (4) identify any documents the objector wants the Court to consider; and (5) state whether the Settlement Class Member wants to present the objection at a hearing on the merits of the Settlement.

Failure to include this information and documentation may mean your objection will not be considered by the Court. The objection including all information listed above must be filed with the Clerk of the Court, delivered by mail, express mail, personal delivery, or electronic filing, so that the Clerk receives the Objection on or before the Objection Deadline, which is **June 19, 2023**.

If you raise an Objection, you also may file notice of your intent to appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you fail to submit a notice of intent to appear you will not be permitted to offer testimony or argument at the Final Approval Hearing.

By filing an Objection, you consent to the Court's authority to order you to produce documents or provide testimony before the Final Approval Hearing.

If you file an Objection to the Settlement, you still must submit a Claim on time according to the instructions described above.

You also must send a copy of your Objection and any notice of intention to appear before the Court at the Final Approval Hearing to the Settlement Administrator, Class Counsel, and Respondents' Counsel:

Settlement Class Counsel

Bragar Eagel & Squire, P.C.
Lawrence Eagel
810 Seventh Avenue
Suite 620
New York, NY 10019
eagel@bespc.com

Respondent's Counsel

New York City Law Department
Attn. Kerri Devine and
Amy Weinblatt
100 Church Street
New York, NY 10007
aweinbla@law.nyc.gov

11. When Will the Court Decide if the Settlement Is Approved?

The Court will hold a Final Approval Hearing to consider whether to approve the Settlement. The hearing will be held before the Honorable Lucy Billings **July 14, 2023**, at 10:00 a.m. at 71 Thomas Street, New York, NY 10013. The hearing is open to the public. Consult the Settlement Website at www.nyctractorticketsettlement.com or the Court docket for this Action, for updated information on the hearing date, time, and location.

12. How Do I Get More Information?

You may inspect court documents connected with the Action on the Settlement Website.

Other documents filed in this Action are available by accessing the Court docket. You may contact the Settlement Administrator by calling the toll-free number 833-512-2319, by emailing info@nyctractorticketsettlement.com, through the website www.nyctractorticketsettlement.com, or by writing to NYC Tractor Parking Ticket Settlement c/o Kroll Settlement Administration, P.O. Box 225391, New York, NY 10150-5391.