

# EXHIBIT A

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

PRESENT: LUCY BILLINGS  
J.S.C. Justice

PART 41

SYSCO METRO NY, LLC, et al.

INDEX NO. 101637/2015

-v-

MOTION DATE \_\_\_\_\_

CITY OF NEW YORK, et al.

MOTION SEQ. NO. 016

The following papers, numbered <sup>28</sup> 1 to 35, were read on this motion ~~to~~ for a final judgment  
 Notice of Motion/Order to Show Cause — Affidavits — Exhibits \_\_\_\_\_ No(s). 28-35  
 Answering Affidavits — Exhibits \_\_\_\_\_ No(s). \_\_\_\_\_  
 Replying Affidavits \_\_\_\_\_ No(s). \_\_\_\_\_

Upon the foregoing papers, it is ordered ~~that this motion is~~ and adjudged that:

*The court grants petitioners' motion for a final judgment pursuant to the accompanying order and judgment presented by petitioners, without opposition.  
C.P.L.R. §§ 908, 909.*

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

Dated: 9/28/23

Lucy Billings, J.S.C.

LUCY BILLINGS

1. CHECK ONE: ..... ☒ CASE DISPOSED ☐ NON-FINAL DISPOSITION
2. CHECK AS APPROPRIATE: ..... MOTION IS: ☒ GRANTED ☐ DENIED ☐ GRANTED IN PART ☐ OTHER
3. CHECK IF APPROPRIATE: ..... ☐ SETTLE ORDER ☐ SUBMIT ORDER
- ☐ DO NOT POST ☐ FIDUCIARY APPOINTMENT ☐ REFERENCE

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: IAS PART 41

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In the Matter of the Application of

SYSKO METRO NY, LLC, and PARKING  
SURVIVAL EXPERTS d/b/a  
parkingticket.com, on their behalf and  
on behalf of all others similarly  
situated,

Index No. 101637/2015

Petitioners,

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

- against -

CITY OF NEW YORK, 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

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LUCY BILLINGS, J.S.C.:

**ORDER AND FINAL JUDGMENT**

On August 23, 2023, the court held a hearing to determine:  
(1) whether the terms the Stipulation and Agreement of Settlement  
dated May 2, 2022 (Settlement Stipulation) are fair, reasonable,  
and adequate for the settlement of all claims alleged by  
Petitioner and the Settlement Class against Respondents,  
including the release of the Released Claims against the Released

Parties, and is to be approved; (2) whether to enter a judgment dismissing the Action with prejudice; and (3) whether to approve the proposed allocation methods set forth in ¶ 5 of the Settlement Stipulation as a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members; and (4) whether to award attorneys' fees and expenses to Settlement Class Counsel.

Notice was provided to the Settlement Class substantially in the form approved by the Court in its Order dated March 3, 2023, and entered March 27, 2023, granting Petitioners' Motion for Preliminary Approval of Class Action Settlement, Provisionally Certifying the Class and Class Counsel, and Providing for Notice to the Class; and

Petitioner's Motion for Final Approval of the Proposed Class Action Settlement and an Award of Attorneys' Fees and Expenses was published in accordance with the Preliminary Approval Order and the specifications of the Court;

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. This Order and Final Judgment incorporates by reference the definitions in the Settlement Stipulation and all capitalized terms used herein shall have the same meaning as set forth therein.

2. The Court maintains jurisdiction over the subject

matter of the Action, Petitioner, all Settlement Class Members, and Respondents.

3. The Court certified this Action as a class action for purposes of the Settlement in the Court's Preliminary Approval Order, pursuant to Article 9 of the New York Civil Practice Law and Rules (C.P.L.R.), on behalf of all Persons (including, without limitation, their beneficiaries) who are the registered owners or lessors of a Tractor (1) that was issued a parking summons from the City of New York between January 1, 2014, and May 2, 2022, with a description of the vehicle body type on the summons as something other than a Tractor and (2) that is not enrolled in a Reduced Fine Program. Pursuant to C.P.L.R. §§ 901 and 902, for the purposes of this Settlement only, Petitioner is certified as the Class Representative on behalf of the Settlement Class, and Petitioner's Counsel, previously selected by Petitioner and preliminarily appointed by the Court, are hereby appointed as Class Counsel for the Settlement Class.

4. In accordance with the Court's Preliminary Approval Order, the forms and methods of notifying the Settlement Class of the Settlement and its terms meet the requirements of due process; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice of these proceedings and the matters set forth herein, including the Settlement, Plan of Allocation, and request for Attorneys' Fees

and Expenses, to all persons and entities entitled to such notice. No Settlement Class Member is relieved from the terms of the Settlement, including the releases provided for in the Settlement Stipulation, based on the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing on the Settlement, to which no objections have been received. The notice provisions of C.P.L.R. § 904 were fully discharged. Thus, this Order and Final Judgment binds all Settlement Class Members.

5. The court approves the Settlement as fair, reasonable, and adequate under Article 9 of the C.P.L.R. and in the best interests of the Settlement Class. The Settlement set forth in the Settlement Stipulation is the result of good faith, arm's-length negotiations between experienced counsel representing the interests of the Class Representative, Settlement Class Members, and Respondents. The Settling Parties shall consummate the Settlement in accordance with the terms of the Settlement Stipulation.

6. The Court awards Class Counsel attorneys' fees of 33% of the Settlement Amount (after payment of Administrative Costs) and reimbursement of reasonable Expenses incurred in connection with this Action, inclusive of the cost of the Settlement

Administrator of no more than \$300,000, which shall be paid from the Settlement Fund. The amount of fees awarded is fair, reasonable, and appropriate under the "percentage of recovery" method. Class Counsel's effort was substantial, as was the time invested. Class Counsel affirm that they have devoted 1,996.10 hours to this Action, yielding a total lodestar of \$1,201,656.25 at their current hourly rates. The awarded attorneys' fees and expenses shall be paid to Settlement Class Counsel immediately upon funding the settlement within 90 days after the Effective Date and subject to the terms of the Settlement Stipulation, in particular, its ¶ 10.1, which terms are incorporated in this Order. The proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Settlement Class Members. The Settlement Class Administrator shall administer the Plan of Allocation in accordance with the terms of the Settlement Stipulation.

7. The Settling Parties and their counsel have complied with all requirements of Article 9 of the C.P.L.R.

- a. The Settlement will create a fund of \$2,450,000 in cash;
- b. Class Members who have submitted a Claim Form and have an Approved Claim will benefit from the Settlement created;
- c. Petitioner published a copy of the Final Approval

Motion on the Settlement Website;

d. Settlement Class Counsel pursued the Action and achieved the Settlement with skill, perseverance, and diligent advocacy;

e. The Action involves complex factual and legal issues and, in the absence of a settlement, would involve lengthy proceedings whose resolution would be uncertain;

f. public policy favors the Settlement; had Settlement Class Counsel not achieved the Settlement, a significant risk would remain that the Class would recover less or nothing from Respondents;

g. Settlement Class Counsel expended substantial time and effort pursuing this Action on behalf of the Class;

h. Settlement Class Counsel pursued this Action entirely on a contingent basis;

i. public policy also favors the award of reasonable attorneys' fees and expenses that represent a reasonable percentage of the recovery obtained for class members in class action litigation; and

j. the attorneys' fees and expenses awarded are fair and reasonable.

8. The Court dismisses this Action and all claims included in it, as well as all the Released Claims, with prejudice against Respondents and the Released Parties. The Settling Parties are



to bear their own costs except as otherwise provided in the Settlement Stipulation.

9. The Releasing Parties, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, regardless whether any such Releasing Party ever seeks or obtains by any means, including without limitation by submitting a Claim Form, any disbursement from the Settlement Fund, by operation of this Order and Final Judgment, shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. The Releasing Parties, by operation of this Order and Final Judgment, shall have covenanted not to sue the Released Parties with respect to any and all Released Claims in any forum and in any capacity. The Releasing Parties are permanently barred from commencing, prosecuting, instigating, instituting, assisting, or in any way participating in the commencement or prosecution of any action or proceeding, in any forum, asserting any Released Claim, in any capacity, against any of the Released Parties. Nothing herein, however, shall bar the Releasing Parties from bringing any action or claim to enforce the terms of the Settlement Stipulation or this Order and Final Judgment.

10. To the fullest extent permitted by law, all Persons shall be permanently enjoined from bringing, commencing,

prosecuting, or asserting any claims or actions for contribution, for indemnity, or otherwise against any of the Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment, or settlement that they pay, are obligated to pay, or agree to pay to the Settlement Class or any Settlement Class Member arising from, relating to, or concerning such Persons' participation in any acts, statements, or omissions that were or could have been alleged in the Action, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third party claims or otherwise, in this Court or any other state, federal, or foreign court or in any arbitration proceeding, administrative agency proceeding, tribunal, or any other proceeding or forum.

11. Neither this Order and Final Judgment, the Settlement Stipulation (nor the Settlement contained therein), nor any of its terms, nor any of the negotiations, documents, or proceedings connected with them:

a. is, may be deemed to be, or may be used as an admission, concession, or evidence of the validity or invalidity of any Released Claims, of the truth or falsity of any fact alleged by the Class Representative, of the sufficiency or deficiency of any defense that has been or could have been raised in the Action, or of any wrongdoing, liability, fault, or negligence of Respondent, the Released

Parties, or any of them;

b. is, may be deemed to be, or may be used as an admission or evidence of any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved, or made by Respondents or Respondent Releasing Parties in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal;

c. is, may be deemed to be, or may be used, offered, or received against the Settling Parties, Respondents, Respondent Releasing Parties, or any of them, as an admission, concession, or evidence of the validity or invalidity of the Released Claims, the infirmity or strength of any claim raised in the Action, the truth or falsity of any fact alleged by Petitioner or the Settlement Class, or the availability or unavailability of meritorious defenses to the claims raised in the Action;

d. is, may be deemed to be, or may be construed as or received in evidence as an admission or concession against Respondents, Respondent Releasing Parties, or any of them, that any of Class Representative's or Settlement Class Members' claims are with or without merit, that a class should or should not be certified, that damages recoverable in the Action would have been greater or less than the

Settlement Fund, or that the consideration to be given pursuant to the Settlement Stipulation represents an amount equal to, less than, or greater than the amount that could have or would have been recovered after trial.

12. The Released Parties may file the Settlement Stipulation and this Order and Final Judgment in any other action that may be brought against them, to support a defense or counterclaim based on principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties may file the Settlement Stipulation and this Order and Final Judgment in any proceedings that may be necessary to consummate or enforce the Settlement Stipulation, the Settlement, or this Order and Final Judgment.

13. Except as otherwise provided herein or in the Settlement Stipulation, the Settlement Fund, administered by the Settlement Administrator, shall be in custodia legis and shall remain subject to the jurisdiction of the Court until the funds are distributed or returned pursuant to the Settlement Stipulation or a further order of the Court.

14. Without affecting the finality of this Order and Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over the Settling Parties and the

Settlement Class Members for all matters relating to the Action, including the administration, interpretation, effectuation, or enforcement of the Settlement Stipulation and this Order and Final Judgment.

15. Without a further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Stipulation.

16. The Clerk of the Court shall enter this Order and Final Judgment without delay.

17. In the event the Settlement is not consummated in accordance with the terms of the Settlement Stipulation, the Settlement Stipulation and this Order and Final Judgment, including any amendment, except as expressly provided in the Settlement Stipulation or by an order of the Court, shall be void, of no further effect, and without prejudice to any Settling Party and may not be introduced as evidence or used in any action or proceeding by any Person against the Settling Parties or the Released Parties, and all Settling Parties shall be restored to their respective litigation positions before May 2, 2022, pursuant to the terms of the Settlement Stipulation.

DATED this 28th day of September, 2023

BY THE COURT:



LUCY BILLINGS, J.S.C.