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Attorneys for Plaintiff
JESUS MENDOZA VARGAS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

JESUS MENDOZA VARGAS, an individual,

Plaintiff,

v.

CAR PARK, INC., a California corporation;
and DOES 1 through 20, inclusive,

Defendants.

Case No.: 22STCV18591

Assigned to the Hon. Wendy Chang, Dept. 36

**PLAINTIFF JESUS MENDOZA VARGAS'
NOTICE OF MOTION AND MOTION TO
APPROVE PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
CHRISTOPHER S. AFGANI, ESQ.**

RESERVATION ID: 225715084936

Date: March 6, 2025

Time: 8:30 a.m.

Dept.: 36

Action filed: June 6, 2022

Trial date: Vacated

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on March 6, 2025, at 8:30 a.m., or as soon thereafter as this matter may be heard in Department 36 of the above-entitled court, Plaintiff Jesus Mendoza Vargas will and hereby does move for an order approving the PAGA Settlement reached in this case.

This motion will be, and here by is, made pursuant to Labor Code section 2699(1)(2), on the grounds that all PAGA settlements must be reviewed and approved by the Court, the parties' PAGA settlement of this case is contingent upon on this Court's approval, and on the further grounds that Defendant does not oppose the relief requested.

1 The motion shall be based on this notice, the memorandum of points and authorities, declaration
2 of Christopher S. Afgani, and exhibits filed concurrently herewith, on all records on file in this case, and
3 on such other evidence as may properly come before the Court at or before the time of the hearing of
4 this motion.

5
6 DATED: December 11, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

7
8 By: Chris Afgani
9 Ramin R. Younessi, Esq.
10 Christopher S. Afgani, Esq.
11 Attorneys for Plaintiff
12 JESUS MENDOZA VARGAS
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND STATEMENT OF FACTS

Plaintiff JESUS MENDOZA VARGAS (hereinafter “Plaintiff”) brought this action asserting multiple violations of the California Labor Code against his former employer, Defendant Car Park, Inc. (“Defendant”), including: Failure To Pay Wages (Cal. Labor Code §§201, 1194) (First Cause of Action); Failure To Pay Minimum Wages (Cal. Labor Code §§1182.12, 1194, 1194.2, 1197) (Second Cause of Action); Failure To Pay Overtime Compensation (Cal. Labor Code §§510, 1194) (Third Cause of Action); Failure To Provide Meal And Rest Periods (Cal. Labor Code §§226.7, 512) (Fourth Cause of Action); Failure To Provide Itemized Wage And Hour Statements (Cal. Labor Code §§226, Et Seq.) (Fifth Cause of Action); Waiting Time Penalties (Cal. Labor Code §§201-203) (Sixth Cause of Action); Private Attorney General Act (Cal. Labor Code §2699, Et Seq) (“PAGA”) (Seventh Cause of Action); and Unfair Competition (Bus. & Prof. Code §17200 Et Seq.) (Eighth Cause of Action). [Afgani Decl., ¶ 2.]

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) by sending the PAGA Notice through certified mail. [Afgani Decl., ¶ 3, Exh. 1.] Defendant filed its Answer to the Complaint on or about August 1, 2022. [Afgani Decl., ¶ 4.]

Between August 2022 and August 2024, Plaintiff and Defendant (collectively the “Parties”) litigated this case, which included engaging in extensive written discovery, including the production of approximately 8,400 pages of payroll and time records for all 58 aggrieved employees who have worked 3538 pay periods through August 28, 2024, as well as settlement negotiations. [Afgani Decl. ¶ 5.]

The Parties came to the conclusion that there are 58 employees after Defendant produced a list of 71 individuals on July 26, 2024, including the hire date and end date of employment, and subtracting the individuals employed in Accounting, Office Managing, Business Development, and Operations roles. [Afgani Decl. ¶ 6.]

Thereafter, the Parties counted the total number of workweeks worked for the 58 individuals, beginning with the start of the PAGA period, or March 2, 2021, through August 28, 2024, and divided

the resulting workweeks of 7,076 by two, arriving at 3,538 pay periods. [Afgani Decl. ¶ 6.] Accounting for 31 current employees, and an approximate 15 weeks which have passed since the settlement agreement was signed, or 7 additional pay periods per aggrieved employee, an additional aggregate of 217 pay periods have accrued to date. Therefore, to date, there are approximately 3,755 pay periods. [Afgani Decl. ¶ 6.]

The settlement agreement between the parties contains an escalation clause, whereby the Parties account for the potential for more pay periods to accrue prior to Court approval. [Afgani Decl. ¶ 7.] The escalation clause contemplates that, in the event the number of pay periods increases beyond ten percent, “Defendant will pay an increased amount proportional to the number of pay periods in the PAGA time period which were not previously accounted for in the \$20,000.00 PAGA claim amount.” The current additional aggregated pay periods amounts to about five percent of the underlying pay periods calculated on execution of the settlement agreement (217 pay periods / 3538 pay periods = .0613, or 6.13%). [Afgani Decl. ¶ 6 at Exh. 2, section 4; Afgani Decl. ¶ 7.]

The Parties agreed to a settlement of Plaintiff’s individual claims for \$80,000. [Afgani Decl. ¶ 8.] The Parties justified the \$80,000.00 individual recovery to Plaintiff because Plaintiff’s alleged damages in the Complaint amount to approximately \$62,500.00, exclusive of attorney fees and costs and interest. [Afgani Decl. ¶ 8.]

The Parties agreed to a settlement of \$20,000.00 to the resolution of Plaintiff’s PAGA claims as brought forth in these actions. Of this amount, the Parties agreed to the following allocation:

Gross Settlement Amount (“GSA”)	\$20,000.00
PAGA Counsel Fee Payment (30% of GSA)	\$6,000.00
Third Party Administrator Costs	\$2,000.00
Net Settlement Amount (“NSA”)	\$12,000.00
PAGA Penalty Payment to LWDA (75% of NSA)	\$9,000.00
PAGA Penalty Payment to Aggrieved Employees (25% of NSA)	\$3,000.00

1 [Afgani Decl., ¶ 6.]

2 Of this amount, Aggrieved Employees are set to receive approximately \$46.34 each, based on a
3 simple average. This number was derived by taking the PAGA net penalty amount to aggrieved
4 employees (25% of NSA), divvying it by the number of pay periods and multiplying it by the number of
5 aggrieved employees (\$3000.00 / 3,755 pay periods x 58 employees = \$46.34). [Afgani Decl., ¶ 10.]

6 Pursuant to the Labor Code section 2699(1)(2), the PAGA settlement is contingent upon this
7 Court's approval and the proposed settlement shall be submitted to the Labor and Workforce
8 Development Agency ("LWDA") while it is submitted to the Court, and the LWDA is being served with
9 this motion. [Afgani Decl., ¶ 11.]

10 Plaintiff now brings this motion for the approval of the PAGA settlement. For the reasons set
11 forth below, the settlement amount allocated to the PAGA penalties is fair and reasonable, and Plaintiff
12 respectfully requests that this Court grant this motion.

13 **II. LEGAL ANALYSIS**

14 **A. The Court Should Approve The Settlement of the PAGA Portion Of This Case** 15 **Because The Amount Allocated to PAGA Is Reasonable**

16 A settlement reached between the parties on a PAGA claim is subject to court review and
17 approval. Cal. Lab. Code §2699(1). However, the PAGA does not set forth the factors that should be
18 considered when determining whether to approve a settlement other than the amount paid to settle a
19 claim for PAGA penalties should be allocated as twenty-five percent (25%) payable to the aggrieved
20 employees on whose behalf penalties were recovered, and seventy-five percent (75%) payable to the
21 LWDA. Lab. Code §2699(i).

22 As explained by the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969,
23 the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore do
24 not need to follow the class action procedures for obtaining an approval of the settlement. *Arias v.*
25 *Superior Court*, 46 Cal.4th at 984. The settlement of Plaintiff's PAGA claim should be approved
26 because it is fair, adequate and reasonable. *See, Kirkorian v. Borelli*, (1988, N.D. Cal) 695 F. Supp. 446,
27 451 (opinion of experienced counsel is entitled to considerable weight).

1 The Parties involved in this action were zealously represented by competent legal counsel who
2 have a combined total of more than 30 years of legal experience and have represented clients in
3 numerous wage-and-hour disputes. Specifically, Ramin R. Younessi, counsel for Plaintiff, became a
4 member of the California State Bar in December 1994 and has actively and continuously practiced law
5 since. I have been practicing law, specifically in the area of employment and wage and hour litigation,
6 since April 2021. [Afgani Decl., ¶ 12.]

7 During the course of this litigation, each party diligently and independently investigated the
8 merits of Plaintiff's claims. I personally reviewed the approximate 8,400 payroll and time records of
9 Plaintiff and other aggrieved employees, in an effort to investigate the allegations made by Plaintiff.
10 [Afgani Decl., ¶ 13.] Based on this review, the settlement of Plaintiff's PAGA claim should be approved
11 because counsel for both Parties consider it to be fair, adequate, and reasonable. *See Kirkorian v.*
12 *Borelli* (N.D. Cal. 1988) 695 F. Supp. 446, 451. .] In support of this conclusion, Plaintiff's counsel
13 considered the following factors.

14 1. Factor 1: Risk of Additional Litigation in Light of Defendant's Defenses and
15 Previous PAGA Suit Settled in April of 2021

16 This allocation of \$9,000.00 for PAGA penalties payable to the LWDA is a fair and reasonable
17 compromise of the PAGA penalties. Defendant continues to maintain that Plaintiff's claims lack merit,
18 primarily on the basis that Defendant allowed its employees to take their breaks on time, has time
19 records that even account for the timing of paid rest breaks, and that Defendant did not fail to pay wages
20 to its employees. [Afgani Decl., ¶ 14.] Defendant further bolsters its argument by claiming that it
21 already settled a PAGA suit in April of 2021, LASC case number 19STCV00636, and it has since
22 corrected its conduct accordingly, thereby taking the wind out of the proverbial sails of Plaintiff's
23 alleged violations. [Afgani Decl., ¶ 15.]

24 Plaintiff's counsel took into account that even if Plaintiff prevailed on the merits of his PAGA
25 claim, Defendant could argue that the Court should exercise its discretion, under Labor Code § 2699(e),
26 to reduce the amount of civil penalties assessed. [Afgani Decl., ¶ 16.] Plaintiff's counsel considered
27 that Defendant could persuasively argue that any PAGA penalties assessed should be reduced because:
28 (1) Defendant maintains they did not act knowingly or intentionally, especially in light of time records

1 presented accounting for paid rest breaks and (2) Defendant maintains any potential errors in payment
2 were not intentionally done and were a result of oversight or mistake, particularly because it took great
3 care to correct any errors after the previous PAGA settlement in April 2021. [Afgani Decl., ¶ 17.]

4 While Plaintiff's counsel disagrees that Defendant's arguments are legally correct or persuasive,
5 counsel had to consider the foregoing facts and arguments and how they might impact any judgment
6 ultimately awarded if the Court were persuaded by them. [Afgani Decl., ¶ 18.] In light of these
7 arguments and the potential risks, particularly those posed by the documentation that exists in
8 Defendant's possession showing the timing of paid rest breaks, Plaintiff's counsel determined that the
9 settlement was fair and reasonable. [Afgani Decl., ¶ 18.]

10 2. Factor 2: Amount of PAGA Settlement

11 The amount of the PAGA settlement is sufficient to serve the policy rationale underlying the
12 PAGA. Indeed, the settlement amount is comparable (if not more generous than) PAGA settlements
13 involving much larger class claims. For example, in *Schiller v. David's Bridal, Inc.*, 1:10-cv-00616-
14 AWI-SKO, 2012 U.S. Dist. LEXIS 80776 (E.D. Cal. June 11, 2012), the Court approved a \$10,000
15 PAGA settlement in a case involving 3,327 class members. Similarly, in *Chu v. Wells Fargo*
16 *Investments, LLC*, No. C-05-4526 MHP, 2011 U.S. Dist. LEXIS 15821 (N.D. Cal. Feb. 16, 2011), the
17 Court approved a \$10,000 PAGA settlement in a case involving 2,752 class members. *See, also, Franco*
18 *v. Ruiz Food Products, Inc.*, (E.D. Cal. 2012) 2012 WL 591801 [approving PAGA allocation of \$10,000
19 against a settlement fund of \$2.5 million (.4 percent)]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. 2012)
20 2012 WL 5364575 [approving PAGA allocation of \$10,000 against a settlement fund of \$3.7 million (.3
21 percent)]; *Garibaldi v. Bank of America, N.A.* (N.D. Cal. August 8, 2015) Case No. 13-cv-02223 (Dkt.
22 108) [approving PAGA allocation of \$30,000 against a settlement fund of 9.5 million (.3 percent)]; *Chu*
23 *v. Wells Fargo Investments, LLC* (N.D. Cal. 2011) 2011 WL 672645 [approving PAGA allocation of
24 \$10,000 against a settlement fund of 6.9 million (.1 percent)]. As such, because the instant settlement
25 allocates \$20,000 for Plaintiff's PAGA claim involving 58 allegedly aggrieved employees, the amount
26 of the settlement is very reasonable.

27 Moreover, a trial court does not abuse its discretion by approving a settlement of a case
28 involving PAGA claims even when the settlement allocates zero of the settlement recovery to the PAGA

1 claims. *Nordstrom Com'n Cases* (2010) 186 Cal.App.4th 576, 589 [in class action case that included
2 PAGA claims, trial court did not abuse its discretion approving a settlement which does not allocate any
3 damages to the PAGA claims]. In *Nordstrom*, the case settled for millions of dollars without any
4 consideration to be paid for the PAGA claims alleged in the complaint. *Id.* at 580. Regardless, the
5 appellate court held that the trial court did not abuse its discretion in approving the settlement. *Id.* at 589.

6 Here, based on a simple average,

7 **B. The Court Should Approve The Settlement of the PAGA Portion Of This Case**
8 **Because The Individual Rights Of Other Aggrieved Employees Are Not Prejudiced**

9 PAGA permits an aggrieved employee to sue an employer for civil penalties associated with the
10 employer's alleged violation of various California Labor Code provisions. Lab. Code §2699(a).
11 Notably, an employee who complies with the PAGA pre-filing requirements *may* also seek penalties on
12 behalf of other aggrieved employees, but is not obligated to, and may instead seek the penalties on the
13 employee's sole behalf. Lab. Code §2699(g)(1) ["an aggrieved employee *may* recover the civil penalty
14 ... in a civil action... on behalf of himself or herself and other current or former employees against
15 whom one or more of the alleged violations was committed"]; see *Howard Jarvis Taxpayers Assn. v.*
16 *City of San Diego* (2004) 120 Cal.App.4th 374, 386 ["the word 'may' is also used in the state
17 Constitution to indicate the existence of a right, but not an obligation"]; *Compton College Federation of*
18 *Teachers v. Compton Community College Dist.* (1982) 132 Cal.App.3d 704, 711 ["The ordinary
19 meaning of 'shall' or 'must' is of mandatory effect, while the ordinary meaning of 'may' is purely
20 permissive in character"].

21 In that manner, a plaintiff seeking approval of a PAGA settlement is similar to a plaintiff seeking
22 approval of a class action settlement, where the plaintiff who initially brought the action in a
23 representative capacity is permitted, at any time prior to certification, to decline to continue acting in a
24 representative capacity, and may settle his or her own claims. See Cal. Rules of Court, Rule 3.770(a).
25 In such a case, the court may permit dismissal of class allegations without notice to any class members
26 (who have not even been provided notice of the proceeding), upon determining that their rights will not
27 be prejudiced. Cal. Rules of Court, Rule 3.770(c). See, e.g., *Pirjada v. Superior Court* (2011) 201
28 Cal.App.4th 1074, 1086 [in class action plaintiff settled individual claims with employer, dismissal

1 permitted without notice to putative class members or discovery as to their identities was not abuse of
2 discretion].

3 Here, this Court may determine that the rights of other aggrieved employees will not be
4 prejudiced despite their lack of participation in the course of litigation. Unlike class actions where the
5 class plaintiff prosecutes the action on behalf of the putative class members, Plaintiff here did *not*
6 prosecute the action on behalf of the similarly-aggrieved employees. [Afgani Decl., ¶ 13.] In PAGA
7 claims, the plaintiff employee prosecutes on behalf of the Labor Commission; the similarly-aggrieved
8 employees have no private right of action in those penalties and no entitlement to them. *Rope v. Auto-*
9 *Chlor System of Washington, Inc.* (2013) 220 Cal.App.4th 635, 650¹ [“In PAGA, the Legislature created
10 an enforcement mechanism for aggrieved employees to file representative actions to recover penalties in
11 cases in which there is no private cause of action as an alternative to enforcement by the Labor
12 Commissioner”]; *Arias*, 46 Cal.4th at 980–987 [PAGA suit is a representative action and need not be
13 brought as a class action].

14 Approval of the settlement in this case will not prejudice the individual rights of any others
15 employees.

16 **C. The PAGA Settlement Furthers the Purposes Of The PAGA**

17 Finally, the Court should not place undue emphasis on *the amount* of the PAGA allocation. The
18 statute does not require this focus and, as amended in July 2016, the statute expressly contemplates the
19 possibility of approval with no penalty payments. Instead, this Court should focus on whether the
20 settlement furthers the purpose of the PAGA. If so, the PAGA allocation should be approved.

21 The LWDA has the discretion not to assess penalties in favor of other enforcement priorities.
22 *Scharwartz v. Poizner* (2010) 187 Cal.App.4th 592, 615 [an agency’s decision not to prosecute or
23 enforce, whether through civil or criminal process, is a decision generally committed to the agency’s
24 absolute discretion”]. The PAGA statute grants this Court the same discretion. Lab. Code § 2699(e)(2).

25 Moreover, some of the top enforcement priorities of the LWDA are “to vigorously enforce
26 minimum labor standards in order to ensure employees are not required or permitted to work under
27 substandard unlawful conditions...” and “to protect employers who comply with the law from those who

28 _____
¹ Superseded by statute on unrelated ground.

1 attempt to gain a competitive advantage at the expense of their works by failing to comply with
2 minimum labor standards.” Lab. Code § 90.5(a). The priorities include ensuring that labor code
3 violations are paid and that unlawful pay practices stop. Lab. Code §§ 1193.5 and 1194.5 [referenced in
4 the enforcement priorities set forth in Labor Code §90.5(b)].

5 Here, the PAGA Settlement furthers the LWDA’s enforcement of these priorities. Plaintiff, while
6 standing in the shoes of the LWDA, has negotiated a fair, reasonable, and adequate settlement, which
7 further incentivizes Defendant to comply with the Labor Code moving forward. Hence, the settlement
8 contributes to the enforcement of the Labor Code and should therefore be approved under PAGA.

9 **III. CONCLUSION**

10 In conclusion, the PAGA allocation is reasonable and furthers PAGA’s purpose. Based on the
11 foregoing, Plaintiff respectfully requests that the Court approve the settlement of the PAGA claims as
12 set forth herein.

13
14 DATED: December 11, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

15
16 By: Chris Afgani
17 Ramin R. Younessi, Esq.
18 Chris Afgani, Esq.
19 Attorneys for Plaintiff
20 JESUS MENDOZA VARGAS
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DECLARATION OF CHRISTOPHER S. AFGANI

I, Christopher S. Afgani, do declare:

1. I am an attorney at law licensed to practice before all courts of the State of California, and am an attorney in the litigation department of the LAW OFFICES OF RAMIN R. YOUNESSI, APLC, counsel for Plaintiff Jesus Mendoza Vargas (hereinafter “Plaintiff”). I have personal knowledge of the facts set forth herein, including based upon my personal review of the case file, and if called upon as a witness could and would testify competently thereto. I file this declaration in support of Plaintiff’s motion for approval of PAGA settlement.

2. Plaintiff JESUS MENDOZA VARGAS (hereinafter “Plaintiff”) brought this action asserting multiple violations of the California Labor Code against his former employer, Defendant Car Park, Inc. (“Defendant”), including: Failure To Pay Wages (Cal. Labor Code §§201, 1194) (First Cause of Action); Failure To Pay Minimum Wages (Cal. Labor Code §§1182.12, 1194, 1194.2, 1197) (Second Cause of Action); Failure To Pay Overtime Compensation (Cal. Labor Code §§510, 1194) (Third Cause of Action); Failure To Provide Meal And Rest Periods (Cal. Labor Code §§226.7, 512) (Fourth Cause of Action); Failure To Provide Itemized Wage And Hour Statements (Cal. Labor Code §§226, Et Seq.) (Fifth Cause of Action); Waiting Time Penalties (Cal. Labor Code §§201-203) (Sixth Cause of Action); Private Attorney General Act (Cal. Labor Code §2699, Et Seq) (“PAGA”) (Seventh Cause of Action); and Unfair Competition (Bus. & Prof. Code §17200 Et Seq.) (Eighth Cause of Action).

3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the Labor and Workforce Development Agency (“LWDA”) by sending the PAGA Notice through certified mail. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Notice sent on March 2, 2022.

4. Defendant filed its Answer to the Complaint on or about August 1, 2022.

5. Between August 2022 and August 2024, Plaintiff and Defendant (collectively the “Parties”) litigated this case, which included engaging in extensive written discovery, including the production of approximately 8,400 pages of payroll and time records for all 58 aggrieved employees who have worked 3538 pay periods through August 28, 2024, as well as settlement negotiations.

1 6. The Parties came to the conclusion that there are 58 employees after Defendant produced
2 a list of 71 individuals on July 26, 2024, including the hire date and end date of employment, and
3 subtracting the individuals employed in Accounting, Office Managing, Business Development, and
4 Operations roles. Thereafter, the Parties counted the total number of workweeks worked for the 58
5 individuals, beginning with the start of the PAGA period, or March 2, 2021, through August 28, 2024,
6 or the date of settlement, and divided the resulting workweeks of 7,076 by two, arriving at 3,538 pay
7 periods. Through the date of filing, accounting for an approximate 15 weeks which have passed since
8 the settlement agreement was signed, or 7 additional pay periods per aggrieved employee, an additional
9 aggregate of 217 pay periods have accrued to date. Therefore, to date, there are approximately 3,755 pay
10 periods. Attached hereto as **Exhibit 2** is a true and correct copy of the Settlement Agreement signed by
11 all parties, including an addendum to the settlement agreement.

12 7. The settlement agreement between the parties contains an escalation clause, whereby the
13 Parties account for the potential for more pay periods to accrue prior to Court approval. The escalation
14 clause contemplates that, in the event the number of pay periods increases beyond ten percent,
15 “Defendant will pay an increased amount proportional to the number of pay periods in the PAGA time
16 period which were not previously accounted for in the \$20,000.00 PAGA claim amount.” The current
17 additional aggregated pay periods amounts to five percent of the underlying pay periods calculated on
18 execution of the settlement agreement (217 pay periods / 3538 pay periods = .0613, or 6.13%).

19 8. The Parties agreed to a settlement of Plaintiff’s individual claims for \$80,000. The Parties
20 justified the \$80,000.00 individual recovery to Plaintiff because Plaintiff’s alleged damages in the
21 Complaint amount to approximately \$62,500.00, exclusive of attorney fees and costs and interest.

22 9. The Parties agreed to a settlement of \$20,000.00 to the resolution of Plaintiff’s PAGA
23 claims as brought forth in these actions. Of this amount, the Parties agreed to the following allocation:

Gross Settlement Amount (“GSA”)	\$20,000.00
PAGA Counsel Fee Payment (30% of GSA)	\$6,000.00
Third Party Administrator Costs	\$2,000.00
Net Settlement Amount (“NSA”)	\$12,000.00

PAGA Penalty Payment to LWDA (75% of NSA)	\$9,000.00
PAGA Penalty Payment to Aggrieved Employees (25% of NSA)	\$3,000.00

10. Of this amount, Aggrieved Employees are set to receive approximately \$46.34 each, based on a simple average. This number was derived by taking the PAGA net penalty amount to aggrieved employees (25% of NSA), dividing it by the number of pay periods and multiplying it by the number of aggrieved employees ($\$3000.00 / 3,755 \text{ pay periods} \times 58 \text{ employees} = \46.34). Attached hereto as **Exhibit 3** is a true and correct copy of the proposed notice to aggrieved employees in English and Spanish.

11. Pursuant to the Labor Code section 2699(l)(2), the PAGA settlement is contingent upon this Court's approval and the proposed settlement shall be submitted to the LWDA while it is submitted to the Court, and the LWDA is being served with this motion.

12. The Parties involved in this action were zealously represented by competent legal counsel who have a combined total of more than 30 years of legal experience and have represented clients in numerous wage-and-hour disputes. Specifically, Ramin R. Younessi, counsel for Plaintiff, became a member of the California State Bar in December 1994 and has actively and continuously practiced law since. I have been practicing law, specifically in the area of employment and wage and hour litigation, since April 2021.

13. During the course of this litigation, each party diligently and independently investigated the merits of Plaintiff's claims. I personally reviewed the approximate 8,400 payroll and time records of Plaintiff and other aggrieved employees, in an effort to investigate the allegations made by Plaintiff.

14. This allocation of \$9,000.00 for PAGA penalties payable to the LWDA is a fair and reasonable compromise of the PAGA penalties. Defendant continues to maintain that Plaintiff's claims lack merit, primarily on the basis that Defendant allowed its employees to take their breaks on time, has time records that account for the timing of paid rest breaks, and that Defendant did not fail to pay wages to its employees.

1 15. Defendant further bolsters its argument by claiming that it already settled a PAGA suit in
2 April of 2021, LASC case number 19STCV00636, and it has since corrected its conduct accordingly,
3 thereby taking the wind out of the proverbial sails of Plaintiff's alleged violations.

4 16. Plaintiff's counsel took into account that even if Plaintiff prevailed on the merits of his
5 PAGA claim, Defendant could argue that the Court should exercise its discretion, under Labor Code §
6 2699(e), to reduce the amount of civil penalties assessed.

7 17. Plaintiff's counsel considered that Defendant could pervasively argue that any PAGA
8 penalties assessed should be reduced because: (1) Defendant maintains they did not act knowingly or
9 intentionally, especially in light of time records presented accounting for paid rest breaks and (2)
10 Defendant maintains any potential errors in payment were not intentionally done and were a result of
11 oversight or mistake, particularly because it took great care to correct any errors after the previous
12 PAGA settlement in April 2021.

13 18. While Plaintiff's counsel disagrees that Defendants' arguments are legally correct or
14 persuasive, counsel had to consider the foregoing facts and arguments and how they might impact any
15 judgment ultimately awarded if the Court were persuaded by them. In light of these arguments and the
16 potential risks, Plaintiff's counsel determined that the settlement was fair and reasonable.

17 19. While Plaintiff's counsel disagrees that Defendant's arguments are legally correct or
18 persuasive, counsel had to consider the foregoing facts and arguments and how they might impact any
19 judgment ultimately awarded if the Court were persuaded by them. In light of these arguments and the
20 potential risks, particularly those posed by the documentation that exists in Defendant's possession
21 showing the timing of paid rest breaks, Plaintiff's counsel determined that the settlement was fair and
22 reasonable.

23 20. In accordance with Labor Code §2699.3(s)(2), as recently updated on July 1, 2024, the
24 proposed settlement shall be submitted to the LWDA at the same time that it is submitted to the Court.
25 Attached hereto as **Exhibit 4**, and incorporated herein by this reference, is a true and correct copy of the
26 PAGA Public Notice Search results showing that the Settlement Agreement was electronically served
27 and uploaded to the PAGA Filing website in advance of filing this motion.
28

21. Further, I am also directing my office to serve a copy of this Motion and all exhibits on the LWDA in the same manner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of December 2024, at Los Angeles, California.

Chris Afgani
Chris Afgani

EXHIBIT 1

LAW OFFICES OF
RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 WILSHIRE BOULEVARD, SUITE 2200
LOS ANGELES, CALIFORNIA 90010
TELEPHONE: (323) 777-7777
FACSIMILE: (213) 480-6201
EMAIL: MDELOSSANTOS@YOUNESSILAW.COM

PLEASE NOTE THIS FIRM DOES NOT
ACCEPT SERVICE BY FACSIMILE OR EMAIL

March 2, 2022

Via U.S. First Class Mail and Certified Mail/ Return Receipt Requested
9414-8118-9876-5840-1595-85

Car Park, Inc.
6541 Hollywood Blvd., Suite 203
Los Angeles, CA 90028

RE: Jesus Mendoza Vargas v. Car Park, Inc.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 17742)

To Whom It May Concern:

Please be informed that Car Park, Inc., located at 6541 Hollywood Blvd., Suite 203, Los Angeles, CA 90028 (referred to as "Respondent"), and any other employers or person(s) acting on behalf of Respondent as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Jesus Mendoza Vargas, as well as other employees working for Respondent within the past four years, including all of Respondent's other locations within California.

Our client worked as a valet parking manager for Respondent from in or around March 2002 through April 9, 2021, and was a full-time, non-exempt employee. Respondent failed to pay wages when due, failed to pay minimum wages, failed to pay overtime wages, provide rest and meal periods, failed to maintain complete and accurate time records, and failed to provide accurate itemized wage statements to our client.

Further, pursuant to the decision in *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, our client may represent all other potentially aggrieved employees who have been subjected to other additional labor code violations, even though our client did not suffer the same violations. Our client is informed and believes that Respondent wrongfully withheld wages, failed to pay wages when due, failed to pay minimum wages, failed to provide meal periods, failed to provide rest breaks, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, and/or failed to pay all wages due and owing at the end of other aggrieved employees' employment, as follows:

Respondent violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 and Ordinance No. 183612 because it failed to pay our client and/or other aggrieved employees California's statutory minimum wage.

Respondent violated Labor Code §510 because it failed to pay our client and/or other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment.

Respondent violated Labor Code §§ 512 and 226.7 because it failed to provide our client and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. Respondent failed to affirmatively advise of the right to take statutory meal periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondent did not pay to our client and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided.

Respondent violated Labor Code § 226.7 because it failed to provide our client and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondent failed to affirmatively advise our client and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our client's rest breaks, and/or did not completely relieve our client of all duty during said rest breaks. Respondent did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks was not provided.

Respondent violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondent further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondent violated Labor Code § 203 because it willfully failed to pay our client and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondent violated Labor Code §221 by collecting and/or receiving from our client and/or other aggrieved employees part of their wages theretofore paid by said Respondent to said employees.

Respondent violated Labor Code §206.5 by requiring our client, and other aggrieved employees, to execute a release as a condition of being paid, and employees were required to execute a statement of hours they each worked during the pay period which Respondent knew to be false.

Respondent violated Labor Code §§ 98.6 and 1102.5 because it retaliated against our client and/or other aggrieved employees for complaining that they are owed unpaid wages and for exercising or requesting to exercise their rights under the Labor Code.

Respondent violated Labor Code § 2802 because it failed to indemnify our client and/or other aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties and/or of his or her obedience to the directions.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take further notice that Respondent violated Labor Code §246 because it failed to provide to our client and its other employees with paid sick leave. Our client worked for Respondent for more than 30 days and was entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our client and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for this time period.

Respondent violated Labor Code § 227.3 because it failed to pay our client, and/or other aggrieved employees, wages for unused vested vacation time.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 248.5, 558, 226.3.

Respondent's violations of 8 Code of Regulations § 11090, Industrial Welfare Commission Order No. 9-2001, Labor Code §§ 98.6, 201-203, 221, 226, 226.7, 227.3, 246, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein (i.e. Respondent wrongfully withheld wages, AND/OR has failed to pay wages when due, AND/OR has failed to pay minimum wages, AND/OR has failed to pay overtime wages, AND/OR has failed to provide meal periods, AND/OR has failed to provide rest breaks, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR failed to maintain complete and accurate time records AND/OR has failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondent violated Labor Code § 226.8 because it willfully misclassified our client and/or other aggrieved employees as independent contractors instead of as employees.

Our client is informed and believes, and thereon alleges, that he and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondent, on behalf of herself and other current and former employees.

Please be advised that this office has a lien on the above-entitled case for attorneys' fees and costs. As such, you are hereby advised to make all settlement checks payable to Law Offices of Ramin R. Younessi, Client Trust Account. Should you fail to do so, we will separately pursue our attorneys' fees and costs.

Please contact our law office within the next two (2) weeks in order to discuss a settlement for our client's wage and hour claims.

Respectfully,

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

A handwritten signature in cursive script, appearing to read "mae delos santos".

Mae-Elaine Q. Delos Santos
Attorney at Law

MQE:ggz

1 **PROOF OF SERVICE**

2
3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action. My business address is 3435 Wilshire Boulevard, Suite 2200, Los
6 Angeles, California 90010.

7 On March 2, 2022, I served the foregoing document described as **PRIVATE ATTORNEYS**
8 **GENERAL ACT** on the interested parties in this action as follows:

9 ☒ By placing true copies enclosed in a sealed envelope addressed to each addressee as
10 follows:

11 Car Park, Inc. *Employer*
12 6541 Hollywood Blvd., Suite 203
13 Los Angeles, CA 90028

14 ☒ BY MAIL:

15 ☐ I deposited each envelope in the mail at Los Angeles, California, with postage thereon
16 fully prepaid.

17 ☒ I am "readily familiar" with the firm's practice for collection and processing
18 correspondence for mailing with the U.S. Postal Service. Under that practice, and in the
19 ordinary course of business, correspondence would be deposited with the U.S. Postal
20 Service on that same day with postage thereon fully prepaid at our business address in
21 Los Angeles, California. Each of the above envelopes was sealed and placed for
22 collection and mailing on that date following ordinary business practices.

23 Executed on March 2, 2022, at Los Angeles, California.

24 ☒ STATE I declare under penalty of perjury under the laws of the State of California
25 that the foregoing is true and correct.

26 ☐ FEDERAL I declare that I am employed in the office of a member of the bar of this
27 Court at whose direction the service was made.

28

Genesis Gonzalez

Genesis Gonzalez

EXHIBIT 2

SETTLEMENT AGREEMENT – PAGA CLAIMS

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JESUS MENDOZA VARGAS (“Plaintiff”), for himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendant CAR PARK, INC. (“Defendant”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settling Employees as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action, including the original complaint, *JESUS MENDOZA VARGAS, an individual, Plaintiff v. CAR PARK, INC., a California corporation; and DOES 1 through 20, inclusive, Defendants*, Case No. 22STCV18591.
- B. “Agreement” means this Settlement Agreement.
- C. “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- D. “Complaint” means the Complaint filed by Plaintiff on or about June 6, 2022 in the Action.
- E. “Court” means the Superior Court for the State of California, for the County of Los Angeles, Central District.
- F. “Defendant” means the Defendant in this Action, CAR PARK, INC.
- G. “Defense Counsel” or “Counsel for Defendant” means:

Steve R. Belilove, SBN 119506
Taylor H. White, SBN 310835
KAUFMAN DOLOWICH LLP
11111 Santa Monica Blvd., Suite 850
Los Angeles, California 90025
Telephone: (310) 775-6511
Facsimile: (310) 575-9720

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- H. “Effective Date” means the date by which all of the following have occurred:
1. The Court has approved the Settlement;
 2. The Court has entered the Final Order; and,
 3. If the State of California, acting through the LWDA or any other administrative agency or official, or any third party objects or intervenes, but no appeal is filed, the applicable time for appeal; or, in the event any appeal is filed, the date the appeal is disposed in the Parties’ favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should any appeal not result in approval of the Parties’ Settlement as described herein, the Settlement shall be void and of no further force or effect.
- I. “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, the Court entering the Final Order dismissing all of Plaintiff’s claims with prejudice in their entirety, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- J. “Individual Penalty Payments” means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Group Member per the terms and conditions of this Agreement.
- K. “Individual Claims Payment” means the portion of the Settlement Sum payable to Plaintiff by and through his attorney’s attorney-client trust account in exchange for his release of his individual claims and non-PAGA claims plead in the operative complaint.
- L. “LWDA” means the State of California Labor and Workforce Development Agency.
- M. “Named Plaintiff” or “Plaintiff” means Jesus Mendoza Vargas.
- N. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
- O. “PAGA Claims” means claims for PAGA penalties that arose or may be alleged to have arisen at any time from March 2, 2021 up to and including the Effective Date (the date of approval of the Parties’ Joint Stipulation Requesting Approval of PAGA Settlement of claims arising from alleged violations of the following Labor Code sections as set forth in the March 2, 2022 Letter.
- P. “PAGA Settling Employees” means Plaintiff, and all current and former non-exempt, employees employed by Defendants between March 2, 2021 to the Effective Date. It is believed that there may be approximately 58 employees of

Defendants who worked for the Defendants during the period of March 2, 2021 through the Effective Date and could be qualified PAGA Settling Employees. The Effective Date is the date of approval of the instant Joint Stipulation Requesting Approval of PAGA Settlement.

- i. "Plaintiff's Counsel" means:

Ramin R. Younessi, Esq.
LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90010
Tel: (213) 480-6200
Fax: (213) 480-6201

- ii. "Released Parties" means Defendants, and any and all subsidiaries of Defendants, and each of their past, present, and future parents, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, franchisors, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.
- iii. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action, the PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action and PAGA claims.
- iv. "Settlement Sum" means the total gross settlement amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be paid by Defendant as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability. The Settlement Sum is allocated as follows: (1) \$80,000.00 to be paid to Plaintiff for the dismissal of his individual claims and non-PAGA claims plead in the operative complaint; and (2) \$20,000.00 for the release of the PAGA claims.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement, including by drafting and filing the Joint Stipulation and Order. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the

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Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, and thereafter an appeal is unsuccessful, under the specific terms requested, this entire Agreement shall automatically be deemed null, void, and shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

The Parties contemplate filing a Joint Stipulation for Approval of PAGA Settlement. If the Court does not grant the request for approval and issue the Final Order (including, but not limited to, dismissing all of Plaintiff's claims with prejudice in their entirety, and entering the Final Order in accordance with the terms and conditions of this Agreement), under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. But, under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both parties.

Plaintiff will reasonably cooperate with Defendant in defending against any attempt by any PAGA Settlement Group Member or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties will jointly defend against any appeal filed with respect to the Final Order. Such cooperation by Plaintiff will be subject to his availability and Defendants' indemnification to Plaintiff for his resulting attorney's fees and costs incurred.

Plaintiff shall submit to the LWDA a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties no later than 10 days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code.

C. Settlement Sum Payment Procedures

1. Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Settlement Sum, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement. Other than payment of that portion of the Settlement Sum specifically allocated to settle the PAGA Claims, there shall be no other PAGA Claims payments arising out of or related to PAGA Settling Employees' allegations for the time period from March 2, 2021 up to and including the Effective Date, asserted against Defendants or any of the Released Parties on behalf of Plaintiff, the State of California, any PAGA Settlement Group Member, or any other individual or entity. The Settlement Sum shall be allocated as follows:

- a. Individual Claims Payment: Defendant will pay to Plaintiff the amount of \$80,000.00 as consideration for Plaintiff's release of his individual claims as set forth in the operative Complaint.
- b. Payment of PAGA Penalties: The total sum available for payment of PAGA Penalties shall be \$20,000.00, subject to approval of the Court.
- c. The Individual Penalty Payments for each PAGA Settlement Group Member shall be divided evenly between each PAGA Settlement Group Members.

2. Distribution Process

Immediately after the execution of this settlement agreement, Defendants shall remit a lump sum check in the amount of \$100,000.00 and addressed to the Law Offices of Ramin R. Younessi, APLC, and to be held in the client-trust account for Kaufman Dolowich LLP until after the Court's Final Order approval of the Joint Stipulation for Approval of PAGA.

Thereafter Defendants will disburse to the PAGA Administrator to begin the distribution of the Individual Penalty Payments to each PAGA Settlement Group Member along with a copy of the Court's Order approving PAGA Settlement to the last known physical address on file with Defendants in their regularly maintained records via U.S. Mail. Such mailing as described in this paragraph shall be conclusive evidence of payment of the Individual Penalty Payments, and shall satisfy any and all due process requirements.

Within ten (10) business days after disbursing the Individual Penalty Payments, Defendants or the PAGA Administrator shall send a check to the LWDA as and for the LWDA Penalty Payment, in the amount calculated pursuant to the terms of this Settlement.

Within forty-eight hours of the Court's Final Order, Defendants will transfer the amount of \$20,000.00 for the PAGA Claims to the PAGA Administrator.

3. Administrator

- a. The parties agree that the costs associated with the use of the third party administrator to send settlement payments shall be deducted from the PAGA settlement amount of \$20,000.00. The costs associated with the use of the third party administrator shall not exceed \$2,000.00.
- b. Plaintiff nor his counsel will not be made privy to PAGA aggrieved employee contact information. Instead, this information will be sent directly to the PAGA administrator within five business days of Court approval of the PAGA settlement in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who

need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- c. There will be no claim process. Instead, the PAGA administrator will handle the distribution of the PAGA settlement funds. If there are uncashed settlement checks after 180 days, the uncashed funds will revert to Defendant. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- d. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- e. Accompanying every Settlement Check shall be a letter addressed to the Aggrieved Employees explaining the reason for the Individual PAGA Payment indicating that by operation of the Court's approval of the Settlement, all claims under the Private Attorneys General Act through July 24, 2024 are released. A copy of this letter is attached as Exhibit A.
- f. The amount of the Administrator Expenses Payment is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of the Court's ruling on the amount of the Administrator Expenses Payment shall not terminate this Agreement or otherwise affect the Court's ruling on the motion for approval.
- g. PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period (with the understanding that any employee hired by Defendant on or after July 24, 2024 will be allocated one (1) PAGA Period Pay Period) and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- h.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. The Administrator shall be responsible for: (i) maintaining the PAGA Settlement Fund in its bank account; (ii) promptly and simultaneously copying counsel for all Parties on material correspondence and promptly and simultaneously notifying all counsel for the Parties of any material requests or communications made by any Party; (iii) promptly and simultaneously furnishing to counsel for the Parties copies of any requests for exclusion, objections or other written or electronic communications from Aggrieved Employees which the Administrator receives; (iv) calculating the Individual PAGA Payments to Aggrieved Employees based on the Aggrieved Employee Data; (v) mailing LWDA Payment to the LWDA; (vi) mailing the Individual PAGA Payments to Aggrieved Employees; (vii) issuing the PAGA Counsel Fees and Litigation Expenses Payment to PAGA Counsel; (viii) providing a final report detailing the results of the Aggrieved Employee mailings Defense Counsel, (ix) issuing 1099 forms for amounts paid to Aggrieved Employees from the Gross Settlement Amount; (x) maintaining adequate records of its activities including dates of mailing and issuance of tax documents to Aggrieved Employees; (xi) confirming in writing to the Parties and the Court its completion of the administration of the settlement; (xii) returning any unused portion of the Reserve Fund and, if any, the Escrow Fund to Defendant; and (xiii) such other tasks as the Parties mutually agree.

4. Escalation Clause

Defendant's monetary obligation under this Agreement is limited to the Settlement Sum, unless it turns out the number of pay periods within the PAGA class increases beyond 10%, in which case Defendant will pay an increased amount proportional to the number of pay periods in the PAGA time period which were not previously accounted for in the \$20,000.00 PAGA Claim amount. Defendant shall not be required to pay more than the Individual Settlement Sum to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissing all of Plaintiff's claims with prejudice in their entirety,) provided in this Agreement or to fully and finally settle and resolve Plaintiff's individual claims.

The parties acknowledge that as of July 24, 2024, Defendant has employed an estimated total of 58 non-exempt employees between March 2, 2021 and August 28, 2024 and represents that these 58 employees collectively worked an estimated 3538 pay periods between March 2, 2021 and August 28, 2024. Defendant represents that when adding additional pay periods by those

individuals still employed by Defendant on August 28, 2024, the total number of estimated pay periods worked by all non-exempt employees does not exceed 10% of the 3538 pay periods used to formulate the parties' respective settlement position. Defendant will confirm the foregoing is true and correct in writing to Younessi Law at least seven business days prior to the prospective motion to approve PAGA settlement.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Settlement Sum to anyone, except as to Plaintiff's Individual Claims Payment, under the terms of this Agreement, and all previous disbursements from the Settlement Sum (any Individual Employee Penalty Payment, and/or the LWDA Penalty Payment) will immediately be paid back to Defendant by the person(s) and/or entity who received such disbursement.

5. No Claims Resulting from Payments

No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiff's Counsel, based on distribution of the Settlement Sum (including, without limitation, the Individual Claims Payment, the LWDA Penalty Payment, and/or the Individual Penalty Payments) made in accordance with this Agreement.

6. Tax Indemnity

The Individual Penalty Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each PAGA Settlement Group Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendant disputes that Plaintiff or any PAGA Settling Employee are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

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B. Confidentiality Obligations

The Parties agree that they will not disclose the terms of this Agreement other than to disclose the fact that a settlement has been entered, except in the following circumstances: (1) to the Parties' respective Representatives (defined below) who are subject to an obligation of confidentiality to the applicable party no less restrictive than the terms of this paragraph; (2) pursuant to an order of a court or governmental agency of competent jurisdiction; (3) for purposes of cooperating, participating or assisting in any government entity investigation or proceeding; and (4) for the purposes of enforcing the provisions of this Settlement Agreement. The "Representatives" of a party mean such party's immediate family, officers, directors, shareholders, investors, employees, consultants, professional advisors (e.g., attorneys, accountants, auditors, tax preparers) and other persons or entities with a business-related need to know the applicable information. If any Party is asked by someone who is not a Representative about the amounts paid or terms of the Agreement, that Party agrees to respond that the dispute has been resolved or with no comment.

Other than the exceptions listed in this paragraph, if Plaintiff and/or his counsel breaches or threatens to breach any provisions of this paragraph of the Agreement, Defendant will be entitled to an injunction restraining Plaintiff and/or his counsel from committing such breach. Defendant's right to an injunction will not limit its right to any other remedies, including damages. The Parties agree that because it would be difficult, if not impossible, to ascertain damages arising out of a breach of confidentiality, an award in the amount of Five Thousand United States Dollars (\$5,000.00) for each provable breach shall constitute liquidated damages for each breach proven by the preponderance of evidence.

C. Non-Disparagement; Neutral Reference

Each Party agrees not to publicly disparage any other Party and/or any known Releasees related to any other Party or issue any communication, written or otherwise, that encourages any adverse action against any other Party or any known Releasees related to any other Party, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures required by law.

Any inquiries regarding Plaintiff's employment with Defendant shall be directed to Defendant's Company representative who regularly responds to inquiries concerning Defendant's former employees. Defendant agrees to provide only neutral employment references (dates of employment and position held) to any of White's prospective employers. No further information will be provided, even if asked.

D. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Group Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to

Defendant or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

IV. RELEASE AND WAIVER OF CLAIMS

A. PAGA Settlement Group Member Release

Upon entry of the Final Order, Plaintiff, all PAGA Settling Employees, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendant and each and all of the Released Parties from any and all PAGA Claims as defined herein that arose or may be alleged to have arisen at any time from March 2, 2021, up to and including the Effective Date. Specifically, in exchange for the payments described above, Plaintiff, on behalf of herself, the State of California, and the PAGA Settling Employees, will release Defendants from liability for any and all claims for civil penalties related to alleged Labor Code violations that may be brought under the PAGA based on alleged violations of the Labor Code in Plaintiff's Complaint. To extent an alleged PAGA violation arises directly from the operative facts pled in the Complaint or the March Letter and implicates the same primary rights and defenses being settled here, those claims are settled and released to the fullest extent permitted under applicable law.

B. Plaintiff's Release for non-PAGA Claims

For and in consideration of the covenants contained herein and the monies paid to him, Plaintiff hereby releases and forever discharges Defendant and Released Parties (as defined below), to the fullest extent permitted by law, from all claims, counterclaims, liabilities and causes of action that were plead, or that could have been plead, in the Complaint. Specifically, Plaintiff releases Defendant and Defendant's successors, members, assigns, affiliates, officials, officers, board of directors, committee members, attorneys, agents, servants, representatives, employees, insurers, re-insurers, heirs and assigns, and any person, firm or entity now, previously or hereafter affiliated in any manner with the Defendants (collectively referred to in this Agreement as the "Released Parties"), from any and all claims, demands, assertions of liability, causes of action, obligations, damages, claims for indemnity of any kind, nature or character whatsoever, whether or not now known, suspected or claimed, which Plaintiff may have against Defendant or the other Released Parties through the date of this Agreement. This release specifically includes, but is not limited to, all claims arising in law or in equity, which Plaintiff asserts or the Settlement Parties could assert under contract, at common law or under any statute, ordinance, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including but not limited to, any claims under any other federal, state or local statute, ordinance or regulation.

It is Plaintiff's intention that his execution of this Agreement, in exchange for valuable consideration, will forever bar every claim, demand, cause of action, charge and grievance against Released Parties existing at any time prior to and through the date of execution of this Agreement. Because this is Plaintiff's intention, Plaintiff hereby expressly waives and

relinquishes all of the rights and benefits of Section 1542 of the California Civil Code as to the claims described in Paragraph 3A above. Civil Code 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff understands that the Agreement does not release any claims that he cannot lawfully release. Plaintiff represents that he has not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against Defendants, or any other Released Party, with any local, state, or federal agency or court.

b. Plaintiff expressly declares and represents that that he has read this Paragraph, that he fully understands the effect of this waiver of the rights and benefits of Civil Code Section 1542, and that he knowingly, freely and voluntarily waive and relinquishes such rights and benefits.

To the extent permitted by applicable law, the release and waiver set forth above is valid and binding whether the claims and rights released and waived arise under any federal, state, or local statute, regulation or ordinance, under the common law or in equity or under any policy, agreement, understanding, or promise, written or oral, formal or informal, between Plaintiff, Defendant, and the other Released Parties.

c. Plaintiff acknowledges that he may hereafter discover facts, matters or events different from or in addition to those he now knows or believes to be true in respect to the claims, demands, damages, debts, liabilities, accounts, actions or causes of action herein released, and hereby agrees that these releases shall be and remain in effect in all respects as a complete general release as to the matters released, notwithstanding any such different or additional facts.

d. Plaintiff also agrees that this release complies with California Labor Code Section 206.5, which reads:

Labor Code 206.5 Execution of release of claim or right on account of wages due. No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made.

C. No Additional Attorneys' Fees or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to this Action except as specifically provided for by this Agreement.

Jm v

V. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted by Plaintiff to the LWDA within ten business (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendant.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settling Employee, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

E. Representation and Warranties

Plaintiff jointly and severally represent and warrant to Defendants that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

F. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. Entire Agreement

This Agreement and the Individual Settlement Agreement previously executed set forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this

Agreement. Plaintiff acknowledges that he has not relied on any representations, promises or agreements of any kind made to him in connection with his decision to accept the terms of this Agreement and/or the Individual Settlement Agreement except for the representations, promises and agreements herein and therein, respectively. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized representative of Defendants.

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall attempt to meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court, but such meet and confer attempts will not operate as a condition for any Party to seek enforcement of this Agreement under Code of Civil Procedure section 664.6.

K. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

L. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

M. Fair Settlement

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

Jm v

N. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

O. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settling Employees to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement. The prevailing Party in any action brought to enforce the terms of this Agreement shall be entitled to recover their reasonable attorney's fees and costs.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

Q. No Collateral Attack

The Parties agree that this Agreement may not be subject to collateral attack by any PAGA Settlement Group Member or the State of California prior to or after entry of the Final Order, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

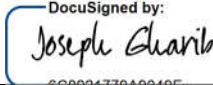
Dated: September ____, 2024



JESUS MENDOZA VARGAS, Plaintiff and PAGA
Representative

Dated: September 12, 2024

CAR PARK, INC.

By  _____
6C8921779A9049E...

Jospeh Gharib, its President

SETTLEMENT AGREEMENT –ADDENDUM A

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JESUS MENDOZA VARGAS (“Plaintiff”), for himself, on the one hand, and Defendant CAR PARK, INC. (“Defendant”), on the other, shall be effectuated upon and subject to the following additional terms and conditions.

Whereas, Section I(P)(iv) contemplates the following: The Settlement Sum is allocated as follows: (1) \$80,000.00 to be paid to Plaintiff for the dismissal of his individual claims and non-PAGA claims plead in the operative complaint; and (2) \$20,000.00 for the release of the PAGA claims.

The parties hereby agree that this addendum shall apply to the individual settlement sum allocated to Plaintiff.

The parties hereby agree that the individual portion of the settlement sum shall be allocated in the amount of \$19,000.00 less all applicable federal, state and local tax withholdings and deductions. This amount will be paid via check and reported as wages on a Form W-4 to be issued to Employee.

The parties also hereby agree that the individual portion of the settlement sum shall be allocated in the amount of \$19,000.00. This amount will be paid via check and reported on a Form 1099 to be issued to Employee. Employee will be solely responsible for any taxes on this 1099 income.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: September ____, 2024



JESUS MENDOZA VARGAS, Plaintiff and PAGA
Representative

Dated: September ____, 2024

CAR PARK, INC.

By _____

_____, its _____

Title	Jesus Mendoza Vargas - Settlement Agr and Addendum
File name	Settlement_Agr_-_Mendoza.pdf and 1 other
Document ID	107929fe8dbfb0e0893e39e33354f30f3870f15e
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History


07 / 30 / 2021

01:56:11 UTC

Electronic record and signature disclosure accepted by
(jesusm558@gmail.com)
IP: 172.58.17.90
GUID: ae7fc10077a606badcc756de08631279a0beaa32


09 / 18 / 2024

16:27:53 UTC

Sent for signature to Jesus Mendoza Vargars
(jesusm558@gmail.com) from cortiz@younessilaw.com
IP: 216.240.45.154


09 / 18 / 2024

16:28:14 UTC

Viewed by Jesus Mendoza Vargars (jesusm558@gmail.com)
IP: 172.119.40.130


09 / 18 / 2024

18:06:10 UTC

Signed by Jesus Mendoza Vargars (jesusm558@gmail.com)
IP: 172.119.40.130


09 / 18 / 2024

18:06:10 UTC

The document has been completed.

SETTLEMENT AGREEMENT –ADDENDUM A

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff JESUS MENDOZA VARGAS (“Plaintiff”), for himself, on the one hand, and Defendant CAR PARK, INC. (“Defendant”), on the other, shall be effectuated upon and subject to the following additional terms and conditions.

Whereas, Section I(P)(iv) contemplates the following: The Settlement Sum is allocated as follows: (1) \$80,000.00 to be paid to Plaintiff for the dismissal of his individual claims and non-PAGA claims plead in the operative complaint; and (2) \$20,000.00 for the release of the PAGA claims.

The parties hereby agree that this addendum shall apply to the individual settlement sum allocated to Plaintiff.

The parties hereby agree that the individual portion of the settlement sum shall be allocated in the amount of \$19,000.00 less all applicable federal, state and local tax withholdings and deductions. This amount will be paid via check and reported as wages on a Form W-4 to be issued to Employee.

The parties also hereby agree that the individual portion of the settlement sum shall be allocated in the amount of \$19,000.00. This amount will be paid via check and reported on a Form 1099 to be issued to Employee. Employee will be solely responsible for any taxes on this 1099 income.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: September ____, 2024

JESUS MENDOZA VARGAS, Plaintiff and PAGA
Representative

Dated: September ____, 2024
9/16/2024

CAR PARK, INC.

By _____

DocuSigned by:
Joseph Gharib
6C8821779A9049E...

Joseph Gharib _____, its _____ President

EXHIBIT 3

Notice of PAGA Settlement and Release of Claims
Jesus Mendoza Vargas v. Car Park, Inc., Case No. 22STCV18591

<<EmployeeName>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip
Code>>
XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Private Attorneys General Act (“PAGA”) allows an individual to bring representative claims on behalf of the state of California. When an individual brings a representative claim, he/she seeks to recover penalties for wage and hour issues that have affected multiple employees by a Defendant(s) in the state of California.

The Los Angeles Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Jesus Mendoza Vargas (“Plaintiff”) on behalf of himself and all other PAGA Non-exempt Employees.

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code. Specifically, Plaintiff alleges that Car Park, Inc. (“Defendant”) failed to pay wages, to furnish accurate wage statements, and to authorize and permit meal and rest periods Plaintiff also claimed waiting time penalties, and violations of the UCL, Cal. B&P Code §17200 *et. seq.* Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other PAGA Non-exempt Employees under the PAGA. The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. Defendant maintain that they were in compliance with the California Labor Code at all times and entered into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “PAGA Non-exempt Employees,” which is defined as: all current and former non-exempt employees of Defendant in California from March 2, 2021 through the date of court approval.

The “PAGA Period” is defined as March 2, 2021 through the date of court approval.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

The gross PAGA settlement amount is \$20,000.00. The net PAGA settlement amount after attorney fees and costs is \$12,000.00. Of the \$12,000.00, the PAGA Penalty that is allocated to the LWDA is \$9,000.00, and the PAGA Penalty that is allocated to PAGA Non-exempt employees is \$3,000.00.

You worked <<**PayPeriods**>> pay periods during the PAGA Period. The total amount of pay periods worked by all PAGA Non-exempt Employees during the PAGA Period is _____.

Your individual PAGA payment is estimated to be <<**CheckAmount**>>.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all PAGA Non-exempt Employees.

You may be responsible for any taxes payable on the amount received, please check with your tax consultant or other tax specialist for further details.

III. RELEASE

“Released Parties” means Defendants and their past or present parents, subsidiaries, and affiliated corporations, and/or Defendant’s officers, directors, employees, partners, agents, insurers, and/or any other individual or entity which could be liable for the acts of Defendants.

The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all PAGA Non-exempt Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the PAGA Notice Letter and Plaintiff’s Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff’s Complaint (“Released PAGA Claims”).

The Released PAGA Claims include, but are not limited to, claims under the PAGA based on Defendant’s alleged failure to pay wages, to authorize and permit meal and rest periods, and to provide itemized wage and hour statements, and waiting time penalties.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim released by this Settlement.

Unlike Class Actions, you cannot opt out of this PAGA settlement. Even if you do not cash your check, you will be bound by this release.

IV. SETTLEMENT PROCEDURES

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call PAGA Counsel – the Law Offices of Ramin R. Younessi, APLC at (323) 777-7777 - with any questions. You must inform PAGA Counsel of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, PAGA Counsel shall direct all unclaimed funds to the California Labor and Workforce Development Agency. If your check is lost or misplaced, you should contact the PAGA Counsel immediately to request a replacement.

Aviso de Acuerdo PAGA y Liberación de Reclamaciones
Jesús Mendoza Vargas contra Car Park, Inc., Caso No. 22STCV18591

<<Nombre del empleado>>

<<Dirección1>> <<Dirección2>>

<<Ciudad>>, <<Estado>> <<Código Postal>>

XX-XX-<<W9SSN>>

I. AVISO DE ACUERDO DE PAGA

La Ley General de Abogados Privados ("PAGA") permite a un individuo presentar reclamos representativos en nombre del estado de California. Cuando un individuo presenta un reclamo representativo, busca recuperar multas por problemas de salarios y horarios que han afectado a varios empleados por parte de un Demandado en el estado de California.

El Tribunal Superior de Los Ángeles (el "Tribunal") aprobó un acuerdo en la acción mencionada anteriormente presentada por Jesús Mendoza Vargas ("Demandante") en nombre de él mismo y de todos los demás empleados no exentos de PAGA.

En esta demanda, el demandante alega incumplimiento de los requisitos del Código Laboral de California. Específicamente, el demandante alega que Car Park, Inc. ("Demandado") no pagó salarios, no proporcionó declaraciones salariales precisas ni autorizó y permitió períodos de comida y descanso. El demandante también reclamó sanciones por tiempo de espera y violaciones de UCL, Cal. Código B&P §17200 et. siguiente El demandante únicamente busca sanciones civiles en nombre de la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") y otros empleados no exentos de PAGA en virtud de PAGA.

El Tribunal no ha tomado una determinación sobre las alegaciones del Demandante. Este Aviso no debe entenderse como una expresión de ninguna opinión del Tribunal sobre los méritos de la reclamación. El Demandado sostiene que cumplió con el Código Laboral de California en todo momento y celebró este Acuerdo sin admitir responsabilidad y únicamente con el propósito de comprometer y resolver la acción para evitar el costo y la carga operativa de un litigio continuo.

Usted recibe este Aviso porque está en el grupo de empleados denominados "Empleados no exentos de PAGA", que se define como: todos los empleados no exentos actuales y anteriores del Demandado en California desde el 2 de marzo de 2021 hasta la fecha de aprobación judicial.

El "Período PAGA" se define desde el 2 de marzo de 2021 hasta la fecha de aprobación judicial.

II. CÁLCULO DEL PAGO DE PAGA INDIVIDUAL

El monto bruto del acuerdo PAGA es de \$20,000.00. El monto neto del acuerdo PAGA después de los honorarios y costos de los abogados es de \$12,000.00. De los \$12,000.00, la multa PAGA que se asigna a la LWDA es \$9,000.00 y la multa PAGA que se asigna a los empleados no exentos de PAGA es \$3,000.00.

Trabajó <<PayPeriods>> períodos de pago durante el Período PAGA. La cantidad total de períodos de pago trabajados por todos los empleados no exentos de PAGA durante el período de PAGA es _____.

Se estima que su pago PAGA individual será <<CheckAmount>>.

Cada pago individual de PAGA se calculó de forma prorrateada (es decir, proporcional) en función del número de períodos de pago trabajados por cada empleado agraviado en el período de PAGA dividido por el número total de períodos de pago trabajados por todos los empleados no exentos de PAGA.

Usted puede ser responsable de cualquier impuesto a pagar sobre el monto recibido; consulte con su asesor fiscal u otro especialista en impuestos para obtener más detalles.

III. LIBERAR

“Partes exoneradas” significa los Demandados y sus matrices, subsidiarias y corporaciones afiliadas pasadas o presentes, y/o funcionarios, directores, empleados, socios, agentes, aseguradores y/o cualquier otro individuo o entidad del Demandado que podría ser responsable de los actos. de los Demandados.

El Tribunal ha aprobado el Acuerdo de Conciliación de las partes (“Acuerdo”). Según los términos del Acuerdo, todos los Empleados no exentos de PAGA liberarán a las Partes eximidas de todos y cada uno de los reclamos en virtud de PAGA que surgieron durante el Período de PAGA y (i) se afirmaron en la Carta de notificación de PAGA y la Demanda del demandante; y/o (ii) podría haberse afirmado razonablemente en la Acción con base en los hechos alegados en la Carta de la LWDA y la Demanda del Demandante (“Reclamaciones PAGA liberadas”).

Los Reclamos PAGA Liberados incluyen, entre otros, reclamos bajo PAGA basados en la supuesta falta de pago de salarios por parte del Demandado, de autorización y permiso de períodos de comida y descanso, y de proporcionar declaraciones detalladas de salarios y horas, y sanciones por tiempo de espera.

Tras la entrada de la Orden que aprueba el Acuerdo, cualquier Empleado Agraviado cubierto por este Acuerdo tendrá prohibido proceder con cualquier reclamo liberado por este Acuerdo.

A diferencia de las demandas colectivas, no puede optar por no participar en este acuerdo PAGA. Incluso si no cobra su cheque, estará sujeto a esta exención.

IV. PROCEDIMIENTOS DE LIQUIDACIÓN

POR FAVOR NO LLAME AL TRIBUNAL SOBRE ESTE AVISO.

Puede llamar al Abogado de PAGA, las Oficinas Legales de Ramin R. Younessi, APLC al (323) 777-7777, si tiene alguna pregunta. Debe informar al Abogado de PAGA sobre cualquier cambio de dirección para garantizar la recepción del pago de su liquidación.

Los cheques de liquidación serán nulos y sin efecto 180 días después de su emisión si no se depositan o cobran. En tal caso, el Abogado de PAGA dirigirá todos los fondos no reclamados a la Agencia de Desarrollo Laboral y Laboral de California. Si pierde o extravía su cheque, debe comunicarse con el abogado de PAGA de inmediato para solicitar un reemplazo.

EXHIBIT 4

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-871110-22
Plaintiff for PAGA Case: Jesus Mendoza Vargas
Filer/Attorney for PAGA Case: Genesis Gonzalez
Law Firm for PAGA Plaintiff: Younessi Law
Employer: Car Park, Inc
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name: Los Angeles Superior Court
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 03/02/2022 03:33:19 PM by Genesis Gonzalez	Final PAGA -17742.pdf	3/2/2022 11:33 PM	PAGA Notice
Proposed Settlement Submitted on 12/11/2024 05:10:57 PM by Samantha Ortiz	Mendoza Vargas PAGA Settlement Agreement.pdf	12/12/2024 1:11 AM	Proposed Settlement

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3435 Wilshire Boulevard, Suite 2200, Los Angeles, California 90010.

On December 11, 2024, I served the documents described as **PLAINTIFF JESUS MENDOZA VARGAS'S NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF CHRISTOPHER S. AFGANI, ESQ.** on the interested parties in this action as follows:

Steve Belilove, Esq.

Attorneys for Defendant

Taylor White, Esq.

Barry Z. Brodsky, Esq.

Laura Birnbaum, Esq.

Kaufman Dolowich & Voluck, LLP

11111 Santa Monica Blvd. Suite 850

Los Angeles, CA 90025

E-mail: bbrodsky@kdvlaw.com

lbirnbaum@kaufmandolowich.com

sbelilove@kaufmandolowich.com

elange@kaufmandolowich.com

taylor.white@kaufmandolowich.com

Richard Meaglia, Esq.

688 W. Foothill Blvd.

Monrovia, CA 91016

E-mail: meagric@aol.com

California Labor & Workforce Development Agency

(VIA ELECTRONIC SERVICE ONLY)

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2), 1010.6(e), and 1013(g), and/or California Rules of Court 2.251(b)(1)-(2), I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

☒ BY ELECTRONIC SERVICE: Pursuant to SB 836, I electronically filed a copy of the aforementioned document with California Labor & Workforce Development Agency.

Executed on December 11, 2024, at Los Angeles, California.

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elizabeth Pineda



Court Reservation Receipt

Reservation

Reservation ID:
225715084936

Status:
RESERVED

Reservation Type:
Motion re: (MOTION TO APPROVE PAGA
SETTLEMENT)

Number of Motions:
1

Case Number:
22STCV18591

Case Title:
JESUS MENDOZA VARGAS vs CAR PARK, INC., A
CALIFORNIA CORPORATION

Filing Party:
Jesus Mendoza Vargas (Plaintiff)

Location:
Stanley Mosk Courthouse - Department 36

Date/Time:
March 6th 2025, 8:30AM

Confirmation Code:
CR-UKNNFVWO768SKPFJ3

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:
\$0.00

Type:
NOFEE

[◀ Back to Main](#)

 Print Page