

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.

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.

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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.

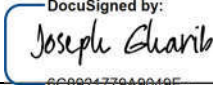
Dated: September ____, 2024



JESUS MENDOZA VARGAS, Plaintiff and PAGA
Representative

Dated: September 12, 2024

CAR PARK, INC.

By  _____
6C8821779A9049E...

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

 E-SIGN DISCLOSURE ACCEPTED	07 / 30 / 2021 01:56:11 UTC	Electronic record and signature disclosure accepted by (jesum558@gmail.com) IP: 172.58.17.90 GUID: ae7fc10077a606badcc756de08631279a0beaa32
 SENT	09 / 18 / 2024 16:27:53 UTC	Sent for signature to Jesus Mendoza Vargars (jesum558@gmail.com) from cortiz@younessilaw.com IP: 216.240.45.154
 VIEWED	09 / 18 / 2024 16:28:14 UTC	Viewed by Jesus Mendoza Vargars (jesum558@gmail.com) IP: 172.119.40.130
 SIGNED	09 / 18 / 2024 18:06:10 UTC	Signed by Jesus Mendoza Vargars (jesum558@gmail.com) IP: 172.119.40.130
 COMPLETED	09 / 18 / 2024 18:06:10 UTC	The document has been completed.