

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Triana Henderson (SBN 359833)

thenderson@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff KAMAYA DUNN,
as an aggrieved employee, and on behalf of
all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAMAYA DUNN, as an aggrieved employee,
and on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiff,

v.

CORINTHIAN INTERNATIONAL
PARKING LA, INC., a California corporation;
and DOES 1through 100, inclusive,

Defendants.

CASE NO.: 22STCV29224

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10]*

**[PROPOSED] ORDER APPROVING
REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: September 8, 2022

FAC Filed: May 26, 2023

Trial Date: None Set

1 This Court, having considered the Motion of Plaintiff Kamaya Dunn (“Plaintiff”) for
2 Approval of Representative Action Settlement (“Motion”), the Declarations of David D. Bibiyan,
3 Vedang J. Patel, Kamaya Dunn, and Jodey Lawrence, the Joint Stipulation Re: PAGA Settlement
4 (“Settlement” or “Settlement Agreement” or “Agreement”), and good cause appearing therefore, the
5 Court hereby **ORDERS, ADJUDGES AND DECREES THAT:**

6 1. The definitions set out in the Settlement Agreement are incorporated by reference
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Motion concerns Plaintiff’s representative action under the Private Attorneys
9 General Act of 2004 (“PAGA”) against defendant Corinthian International Parking LA, Inc.
10 (“Defendant”), and pending in the Superior Court of the State of California, County of Los Angeles
11 (the “Action”). Hereinafter, Plaintiff and Defendant will be collectively referred to as “the Parties.”

12 3. The Settlement resolves the PAGA representative action brought on behalf of
13 Aggrieved Employees defined as all persons currently or formerly employed by Defendant, either
14 directly or through any subsidiary, staffing agency, or professional employer organization, as non-
15 exempt, hourly-paid employees during the period from June 1, 2021, through December 16, 2025
16 (“PAGA Period”).

17 4. “PAGA Pay Period” for purposes of calculating the distribution of the Aggrieved
18 Employee Payment, as defined herein, means any pay period during which an Aggrieved Employee
19 worked for Defendant for at least one (1) day during the PAGA Period.

20 5. Defendant represents that there were approximately 9,500 PAGA Pay Periods during
21 the PAGA Period. In the event the number of PAGA Pay Periods during the PAGA Period increases
22 by more than ten percent (10%), or 950 PAGA Pay Periods, then the Gross Settlement Amount
23 (“GSA”) shall be increased proportionally by the PAGA Pay Periods in excess of 10,450 multiplied
24 by the Pay Period Value. The Pay Period Value shall be calculated by dividing the GSA by 9,500.
25 The Parties agree that the Pay Period Value amounts to \$16.84 per pay period (\$160,000 / 9,500 pay
26 periods). Thus, for example, should there be 15,000 PAGA Pay Periods in the PAGA Period, then
27 the GSA shall be increased by \$76,622 [(15,000 PAGA Pay Periods – 10,450 PAGA Pay Periods)
28 x \$16.84/pay period)]. Alternatively, should the number of PAGA Pay Periods increase by more

1 than ten percent (10%), then Defendant may elect to end the PAGA Period on the day the number
2 of PAGA Pay Periods reaches 10,450. Defendant shall make its election no later than forty-five (45)
3 calendar days after full execution of this Agreement, or within a reasonable time after the date
4 Defendant is notified by the Administrator that there are more than 10,450 Pay Periods in the
5 proposed PAGA Period, whichever is later.

6 6. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
7 Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

8 7. The Court appoints Plaintiff Kamaya Dunn as the PAGA Representative for
9 Settlement purposes only.

10 8. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
11 P.C., as PAGA Counsel for the Aggrieved Employees for settlement purposes only.

12 9. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix") as
13 the Administrator.

14 10. The Court approves, as to form and content, the PAGA Payment Letter attached as
15 Exhibit "3" to the Declaration of Vedang J. Patel.

16 11. PAGA Counsel investigated the claims alleged, performed legal research, exchanged
17 informal discovery, and conducted analysis of the time and payroll data with the aid of expert data
18 consultants. They also attended mediation, which, after further negotiations, resulted in the
19 Settlement Agreement that was fully executed.

20 12. The Court approves the Gross Settlement Amount of \$160,000.00, as the same may
21 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

- 22 a. Attorneys' fees ("PAGA Counsel Fees Payment") of not more than one-third
23 (1/3) of the Gross Settlement Amount, subject to escalation pursuant to the
24 Settlement Agreement and approval by the Court, which, unless escalated
25 pursuant to the Settlement Agreement, shall amount to \$53,333.33;

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- 1 b. Reasonable litigation costs (“PAGA Counsel Litigation Expenses Payment”)
2 of no more than \$29,480.01 shall be allocated as reasonable litigation costs
3 and paid to PAGA Counsel.
- 4 c. The sum of \$3,950.00 shall be paid to the Administrator, Phoenix, for its
5 services in administering the Settlement.
- 6 d. After deducting the above amounts, the Court approves the estimated
7 remaining Net Settlement Amount of \$73,236.66 (as may be escalated) to be
8 distributed as PAGA penalties as follows: seventy-five (75%), or \$54,927.49,
9 to be paid to the California Labor and Workforce Development Agency
10 (“LWDA”), and twenty-five (25%), or \$18,309.16, to be paid to the
11 Aggrieved Employees pursuant to Labor Code § 2699(i).

12 13. “Effective Date” means the date by when the Court enters a Judgment on its Order
13 Approving the PAGA Settlement.

14 14. Within fourteen (14) days of execution of the Settlement Agreement, Defendant is to
15 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
16 spreadsheet. The “Aggrieved Employee Data” means Aggrieved Employee identifying information
17 in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
18 Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.

19 15. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain
20 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes
21 of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
22 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
23 under the Agreement.

24 16. Defendant shall fund the Gross Settlement Amount as follows: (a) \$40,000.00 shall
25 be paid within thirty (30) calendar days of execution of the Agreement; and (b) Defendant shall
26 thereafter pay \$5,000.00 per month until the Gross Settlement Amount is fully paid. The final
27 payment shall be made on or before December 31, 2027. All funds shall be deposited into an interest-
28 bearing fund account established for the benefit of the Aggrieved Employees and the LWDA.

1 17. The Administrator will mail checks for all Individual PAGA Payments, the LWDA
2 PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA
3 Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the
4 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
5 Payments.

6 18. On the date of Individual PAGA Payments, the Administrator will issue each
7 Aggrieved Employee one check for his or her share of the Net Settlement Amount along with an
8 explanatory notice mutually approved by the parties (the “PAGA Payment Letter”).

9 19. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
10 and cancelled after the void date, the Administrator shall transmit the funds represented by such
11 checks to the Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California
12 94104, for use in Los Angeles County in the name of the Aggrieved Employees who did not claim
13 the funds.

14 20. Because this is a PAGA action, based on the Parties’ understanding of the PAGA
15 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from
16 the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will
17 be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or
18 she negotiates his or her settlement check.

19 21. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
20 methodology used to calculate and pay the Aggrieved Employees’ Individual PAGA Payments are
21 fair and reasonable and authorizes the Administrator to pay the Individual PAGA Payments to the
22 Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also
23 authorizes the Administrator to make the LWDA Payment to the LWDA.

24 22. The Court finds that PAGA Counsel’s request for attorneys’ fees in the amount of
25 not more than one-third (1/3) of the Gross Settlement Amount, which, unless increased pursuant to
26 the Settlement Agreement, amounts to \$53,333.33, is reasonable. The Court awards PAGA Counsel
27 fees to be paid from the Gross Settlement Amount.

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1 23. The Court finds that PAGA Counsel has incurred a total of \$29,480.01 in litigation
2 costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Actions.
3 The Court awards \$29,480.01 from the Gross Settlement Amount to be paid to PAGA Counsel in
4 litigation costs and expenses.

5 24. Effective on the date when Defendant fully funds the entire Gross Settlement
6 Amount, for the duration of the PAGA Period, Plaintiff, PAGA Counsel, and all Aggrieved
7 Employees are deemed to release, on behalf of themselves, and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
9 Parties from all claims for civil penalties under PAGA that were asserted in Plaintiff's PAGA Notice
10 and the Operative Complaint, or that reasonably could have been asserted based on the facts alleged
11 in the PAGA Notice and the Operative Complaint.

12 25. The "Released Parties" shall mean Defendant and each of its former and present
13 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
14 assigns, subsidiaries, and affiliates.

15 26. The Parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

17 27. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action,
18 and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
19 addressing settlement administration matters, and (iii) addressing such post Judgment matters as are
20 permitted by law.

21 28. A Final Accounting hearing regarding the PAGA Settlement is hereby scheduled for
22 _____, at ____:____.m., in Department 10 of the above-entitled Court.
23 At least five (5) calendar days prior to said hearing, the Parties shall file a declaration confirming
24 that the claims have been paid and that administration of all the terms and conditions of the
25 settlement have been completed. Should the Court find that said declaration has sufficiently
26 evidenced full and complete administration of the class action settlement, the Final Accounting
27 hearing will go off-calendar.

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1 **IT IS SO ORDERED.**

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3 Dated: _____, 2026

Judge of the Superior Court

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