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as an aggrieved employee, and on behalf of all other
aggrieved employees

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Attorneys for Defendant, CORINTHIAN INTERNATIONAL PARKING LA, INC.

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
Attorney's General Act of 2004,

Plaintiff,

v.

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

Defendants.

CASE NO.: 22STCV19143

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

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: September 8, 2022

This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Kamaya Dunn (“Plaintiff”), individually, and on behalf of the Aggrieved Employees, on one hand; and defendant Corinthian International Parking LA, Inc. (“Defendant”), on the other hand, in the lawsuit entitled Kamaya Dunn v. Corinthian International Parking LA, Inc., filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 22STCV19143. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. “**Action**” means Plaintiff’s PAGA lawsuit, alleging wage and hour violations against Defendant, captioned Kamaya Dunn v. Corinthian International Parking LA, Inc., Case No. 22STCV19143, initiated on September 8, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. “**Administrator**” means the neutral entity selected by Plaintiff to administer the Settlement, which shall be Phoenix Class Action Administration Solutions (“Phoenix”).

1.3. “**Administration Expenses Payment**” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with approval of this Settlement.

1.4. “**Aggrieved Employees**” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the PAGA Period.

1.5. “**Aggrieved Employee Data**” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of pay periods worked during the PAGA Period.

1.6. **“Aggrieved Employee Address Search”** means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. **“Court”** means the Superior Court of California, County of Los Angeles.

1.8. **“Defense Counsel”** means Bradley + Wellerstein, LLP, including Jaimee K. Wellerstein and Jean-Paul Le Clercq counsel for Defendant in the Action.

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

1.10. **“Gross Settlement Amount”** means \$160,000.00, which is the total amount Defendant agrees to pay under the Settlement, subject to increase as provided in this Agreement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.

1.12. **“Judgment”** means the judgment entered by the Court based upon the Final Approval.

1.13. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration

Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. **“PAGA Counsel”** means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.17. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.18. **“PAGA Pay Period”** or means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. **“PAGA Period”** means the period from June 1, 2021 through December 16, 2025.

1.20. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

1.21. **“PAGA Notice”** means the June 1, 2022 letter that Plaintiff sent to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA, in settlement of the PAGA claims.

1.23. **“Plaintiff”** means Kamaya Dunn, the named plaintiff in the Action.

1.24. **“Approval Order”** means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. **“Released PAGA Claims”** means the claims being released by Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. **“Released Parties”** means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

1 **2. RECITALS**

2 2.1. On September 8, 2022, Plaintiff commenced this Action by filing a Complaint
3 (the “Operative Complaint”), alleging causes of action against Defendant for civil penalties under
4 the Labor Code Private Attorneys General Act of 2004 (“PAGA”) based on the Labor Code
5 violations alleged in the PAGA Notice. Defendant denies the allegations in the Operative
6 Complaint, denies any failure to comply with the laws identified therein, and denies any and all
7 liability for the causes of action alleged.

8 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff provided timely
9 written notice to Defendant and the California Labor and Workforce Development Agency
10 (“LWDA”) by serving the PAGA Notice on June 1, 2022.

11 2.3. On December 16, 2025, the Parties participated in a mediation presided over by Nikki
12 Tolt, Esq., of ACT Mediation, Inc., which resulted in the Parties’ agreement to resolve the Action
13 pursuant to the terms set forth in this Settlement Agreement.

14 2.4. Prior to mediation, Plaintiff obtained, through informal discovery and investigation,
15 information sufficient to evaluate the merits of the PAGA claims and the risks of continued
16 litigation, including information concerning Defendant’s workforce, payroll and timekeeping
17 practices during the PAGA Period, applicable policies, and Plaintiff’s personnel records.

18 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware
19 of any other pending matter or action asserting claims that will be extinguished or affected by
20 the Settlement.

21 **3. MONETARY TERMS**

22 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
23 Defendant promises to pay \$160,000.00 and no more as the Gross Settlement Amount. Defendant
24 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
25 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
26 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
27 None of the Gross Settlement Amount will revert to Defendant.
28

1 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
2 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
3 by the Court in the Final Approval:

4 **3.2.1. To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
5 thirty-five percent (35%) of the Gross Settlement Amount, subject to
6 escalation pursuant to Section 8.1 of this Agreement and approval by the
7 Court, which is currently estimated to be \$56,000.00, and a PAGA Counsel
8 Litigation Expenses Payment of not more than \$30,000.00. Defendant will
9 not oppose requests for Court approval of these payments provided that
10 they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file
11 an application or motion for PAGA Counsel Fees Payment and PAGA
12 Counsel Litigation Expenses Payment. If the Court approves a PAGA
13 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
14 Payment less than the amounts requested, the Administrator will allocate
15 the remainder to the Net Settlement Amount. Released Parties shall have
16 no liability to PAGA Counsel or any other Plaintiff's Counsel arising from
17 any claim to any portion of any PAGA Counsel Fees Payment and/or
18 PAGA Counsel Litigation Expenses Payment. The Administrator will pay
19 the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
20 Payment using one or more IRS Form 1099s. PAGA Counsel assume full
21 responsibility and liability for taxes owed on the PAGA Counsel Fees
22 Payment and the PAGA Counsel Litigation Expenses Payment and shall
23 hold Defendant harmless and indemnify Defendant from any dispute or
24 controversy regarding any division or sharing of any of these payments.
25 There will be no additional charge of any kind to Aggrieved Employees or
26 request for additional consideration from Defendant for such work unless
27 Defendant materially breaches this Agreement, including any term
28 regarding funding, and further efforts are necessary from PAGA Counsel

to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To the Administrator:** An Administration Expenses Payment in an amount approved by the Court not to exceed \$3,950.00, consistent with the Administrator's bid submitted in connection with approval of the Settlement. To the extent the Administration Expenses are less than the amount requested or approved, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in an amount to be paid from the Gross Settlement Amount as approved by the Court, with seventy-five percent (75%) of such PAGA Penalties allocated to the LWDA PAGA Payment and twenty-five percent (25%) allocated to the Individual PAGA Payments, in accordance with Labor Code section 2699, subdivision (i).

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of pay periods worked by each Aggrieved Employee during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties in an amount less than requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

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1 **4. SETTLEMENT FUNDING PAYMENTS**

2 4.1. **Aggrieved Employee Pay Periods.** Defendants represent that there are
3 approximately 120 Aggrieved Employees who worked a total of approximately 9,500 PAGA Pay
4 Periods during the PAGA Period.

5 4.2. **Aggrieved Employee Data.** Within fourteen (14) days of full execution of this
6 Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the
7 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees'
8 privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use
9 the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
10 restrict access to the Aggrieved Employee Data to Administrator employees who need access to
11 the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a
12 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
13 Employee Data omitted employee identifying information and to provide corrected or updated
14 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
15 by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
16 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
17 resolve any issues related to missing or omitted Aggrieved Employee Data.

18 4.3. **Funding of Gross Settlement Amount.** Defendant shall fund the Gross
19 Settlement Amount as follows: (a) \$40,000.00 shall be paid within thirty (30) days of execution
20 of this Agreement; and (b) Defendant shall thereafter pay \$5,000.00 per month until the Gross
21 Settlement Amount is fully paid. The final payment shall be made on or before December 31,
22 2027. All funds shall be deposited into an interest-bearing fund account established for the benefit
23 of the Aggrieved Employees and the LWDA.

24 4.4. **Payments from the Gross Settlement Amount.** After the Gross Settlement
25 Amount has been fully funded pursuant to Section 4.3, the Administrator shall disburse payments
26 in accordance with Section 3 of this Agreement. Disbursement of the PAGA Counsel Fees
27 Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement
28 of Individual PAGA Payments.

4.4.1. 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 (one hundred eighty (180) calendar 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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a 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, upon request by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks, together with any accrued interest, as unpaid, unclaimed, or abandoned residue pursuant to Code of Civil Procedure section 384 to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, for use in Los Angeles County.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective upon the Effective Date, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Release by Aggrieved Employees:** For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) that were asserted in Plaintiff’s PAGA Notice and the Operative Complaint, or that reasonably could have been asserted based on the facts alleged in the PAGA Notice and the Operative Complaint.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff’s filing of a motion for approval of this Settlement.

6.1. **Plaintiff’s Responsibilities.** Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subdivision (a)), Operative Complaint (Labor Code section 2699, subdivision (l)(1)), this

1 Agreement (Labor Code section 2699, subdivision (1)(2)); and (iv) all facts relevant to any actual
2 or potential conflict of interest with Aggrieved Employees and/or the Administrator.

3 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for
4 expeditiously finalizing and filing the motion for approval of this Settlement after the full
5 execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
6 and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for
7 delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

8 **6.3. Duty to Cooperate.** If the Parties disagree on any aspect of the proposed
9 application or motion for approval of this Settlement and/or the supporting declarations and
10 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
11 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
12 If the Court does not grant the motion for approval of this Settlement or conditions its approval
13 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
14 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
15 in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

16 **7. SETTLEMENT ADMINISTRATION**

17 **7.1. Selection of Administrator.** Plaintiff shall select a neutral third-party settlement
18 administrator to serve as the Administrator for this Settlement, which shall be Phoenix Class
19 Action Administration Solutions ("Phoenix"). As a condition of appointment, the Administrator
20 shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified
21 herein in exchange for payment of Administration Expenses. The Parties and their counsel
22 represent that they have no interest or relationship, financial or otherwise, with the Administrator
23 other than a professional relationship arising out of prior experiences administering settlements.

24 **7.2. Employer Identification Number.** The Administrator shall have and use its own
25 Employer Identification Number for purposes of issuing IRS Forms 1099 and making any
26 required reports to state and federal tax authorities.

7.3. **Qualified Settlement Fund.** To the extent required by law or ordered by the Court, the Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 1.468B-1.

7.4. **Administrator Duties.** 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR **CLAUSE**

Based on Defendant’s records, the Parties understand that, as of mediation, there were no more than 9,500 PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

8.1. **Escalator Clause.** Defendant represents that there are no more than 9,500 PAGA Pay Periods during the PAGA Period. In the event the number of PAGA Pay Periods during the PAGA Period increases by more than 10%, or 950 pay periods, then the GSA shall be increased proportionally by the PAGA Pay Periods in excess of 10,450 multiplied by the Pay Period Value. The Pay Period Value shall be calculated by dividing the GSA by 9,500. The Parties agree that the Pay Period Value amounts to \$16.84 per pay period (\$160,000 / 9,500 pay periods). Thus, for example, should there be 15,000 pay periods in the PAGA Period, then the GSA shall be increased by \$76,622. [(15,000 PAGA Pay Periods – 10,450 PAGA Pay Periods) x \$16.84/pay period.]]. Alternatively, should the number of pay periods increase by more than 10%, then Defendant may elect to end the PAGA Period on the day the number of PAGA Pay Periods Reaches 10,450. Defendant shall make its election no later than 45 days after full execution of this Agreement, or within a reasonable time after the date Defendant is notified by the Claims Administrator that there are more than 10,450 Pay Periods in the proposed PAGA Period, whichever is later.

9. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
2 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
3 PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all
4 rights to appeal from the Judgment, including all rights to post-judgment and appellate
5 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
6 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
7 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
8 perform under this Agreement will be suspended until such time as the appeal is finally resolved
9 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
10 Settlement Amount.

11 **10. ADDITIONAL PROVISIONS**

12 **10.1. No Admission of Liability or Representative Manageability for Other**
13 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
14 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
15 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
16 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
17 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
18 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
19 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
20 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
21 settle the Action will have no bearing on, and will not be admissible in connection with, any
22 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

23 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the
25 Parties relating to the Settlement, superseding any and all oral representations, warranties,
26 covenants, or inducements made to or by any Party.

27 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
28 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take

1 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
2 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
3 terms of this Agreement including any amendments to this Agreement.

4 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
5 use their best efforts, in good faith, to implement the Settlement by, among other things,
6 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
7 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
8 the form or content of any document necessary to implement the Settlement, or on any
9 modification of the Agreement that may become necessary to implement the Settlement, the
10 Parties will seek the assistance of a mediator and/or the Court for resolution.

11 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
12 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
13 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
16 Counsel is providing any advice regarding taxes or taxability, nor shall anything in this
17 Settlement be relied upon as such within the meaning of United States Treasury Department
18 Circular 230 (31 CFR Part 10, as amended) or otherwise.

19 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
20 amended, modified, changed, or waived only by an express written instrument signed by all
21 Parties or their representatives, and approved by the Court.

22 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
23 inure to the benefit of, the successors of each of the Parties.

24 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
25 be governed by and interpreted according to the internal laws of the state of California, without
26 regard to conflict of law principles.

10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. **Use of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

10.13. **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.

10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

Jaimee K. Wellerstein, Esq.
Jean-Paul Le Clercq, Esq.
BRADLEY + WELLERSTEIN LLP
3601 W. Olive Ave., Suite 625
Burbank, California 91505
jwellerstein@bwlawpros.com
jpleclercq@bwlawpros.com

10.16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. **Stay of Litigation.** The Parties further agree that, upon the signing of this Agreement, the time to bring the Action to trial shall be extended pursuant to Code of Civil Procedure section 583.330 for the entire period of this settlement process.

10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

[Signatures on following page]

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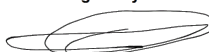
1 **IT IS SO AGREED:**

2 *Kamaya Dunn*

07/15/2026

3 Plaintiff KAMAYA DUNN

DocuSigned by:


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Defendant CORINTHIAN
INTERNATIONAL PARKING LA, INC.

By: Jason Spaits

6 *David D. Bibiyan*

07/21/2026

7 David D. Bibiyan
8 Vedang J. Patel
9 Keaton D. Mendoza
Counsel for Plaintiff KAMAYA DUNN

Its: Chief Executive Officer



Jaimee K. Wellerstein
Jean-Paul Le Clercq.
Counsel for Defendant CORINTHIAN
INTERNATIONAL PARKING LA, INC.