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MIGUEL VALLES, individually, and on behalf of others
7 similarly situated
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER
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14 MIGUEL VALLES, individually, and on
behalf of others similarly situated

15 Plaintiff,

16 vs.

17 TALBERT ARCHITECTURAL PANEL &
18 DOOR, INC., a California corporation; and
DOES 1 through 50 inclusive,
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20 Defendants.
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Case No.: 30-2020-01174514-CU-OE-CXC

[Assigned for all purposes to the
Hon. Melissa R. McCormick, Dept. CX104]

**AMENDMENT TO AMENDED JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Date: May 15, 2025
Time: 2:00 p.m.
Dept.: CX104

Action Filed: December 14, 2020
Trial Date: None Set

1 This Amendment to the Amended Joint Stipulation of Class Action and PAGA Settlement
2 Agreement ("Amendment") is made and entered into by Plaintiff Miguel Valles ("Plaintiff"), on the
3 one hand, and Defendant Talbert Architectural Panel & Door, Inc. ("Defendant") (Plaintiff and
4 Defendant are jointly referred to herein as the "Parties"), on the other hand, by and through their
5 respective counsel, with reference to the following facts:

6 WHEREAS, on December 12, 2023, the Parties fully executed a Joint Stipulation of Class
7 Action and PAGA Settlement Agreement ("Settlement Agreement") in the above-referenced matter;

8 WHEREAS, on May 15, 2024, Plaintiff filed the Settlement Agreement with the Court in
9 connection with Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement,
10 which was set for hearing on August 22, 2024;

11 WHEREAS, on August 22, 2024, the Court issued an order setting forth forty-eight questions
12 and comments regarding the papers filed in support of Plaintiff's Motion for Preliminary Approval,
13 and the Court continued the hearing to December 19, 2024 to allow Plaintiff to submit supplemental
14 briefing;

15 WHEREAS, on December 6, 2024, the Parties fully executed an Amended Joint Stipulation of
16 Class Action and PAGA Settlement Agreement ("Amended Settlement Agreement") to address the
17 Court's concerns in the August 22, 2024 order;

18 WHEREAS, on December 6, 2024, Plaintiff filed the Amended Settlement Agreement with the
19 Court in connection with Plaintiff's Motion for Preliminary Approval;

20 WHEREAS, on December 19, 2024, the Court entered an order setting forth three additional
21 concerns regarding the Amended Settlement Agreement and continuing the hearing on Plaintiff's
22 Motion for Preliminary Approval to May 15, 2025;

23 WHEREAS, pursuant to Section X(G) of the Amended Settlement Agreement, the Parties have
24 agreed to amend the Amended Settlement Agreement and accompanying papers solely to the extent
25 set forth in this Amendment to address the Court's concerns in the December 19, 2024 order;

26 NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

27 1. Section I at 4:16-25 and Section V at 18:16-28, 19:1-2 of the Amended Settlement
28 Agreement shall be amended as follows:

1 ““Released Class Claims” means all claims which Plaintiff, the Class, and/or any Class
2 Member had against any of the Released Parties, excluding the Released PAGA Claims,
3 that were alleged or reasonably could have been asserted in the Action based on the facts
4 alleged in the Complaint during the Class Period, including claims for: (1) failure to
5 provide required meal periods; (2) failure to provide required rest periods; (3) failure to
6 pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages
7 earned; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to
8 maintain required records; (8) failure to furnish accurate itemized wage statements; (9)
9 failure to indemnify employees for necessary expenditures incurred in discharge of duties;
10 and (10) unfair and unlawful business practices in violation of California Business and
11 Professions Code §§ 17200, et seq.”

12 2. The Notice of Class Action and PAGA Settlement and Hearing Date for Final Court
13 Approval (“Class Notice”) shall be amended in accordance with the modification to Section I at 4:16-
14 25 and Section V at 18:16-28, 19:1-2 of the Amended Settlement Agreement, as set forth in the redline
15 version of the Class Notice attached hereto as **Exhibit A**.

16 3. Paragraph 9 of the Class Notice shall be amended as follows:

17 “9. Participating Class Members’ Release. After the Judgment is final and Talbert has fully
18 funded the Gross Settlement and separately paid all employer payroll taxes, Participating
19 Class Members will be legally barred from asserting any of the claims released under the
20 Settlement. This means that unless you opted out by validly excluding yourself from the
21 Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against
22 Talbert or related entities for wages based on the Class Period facts and PAGA penalties
23 based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

24 The Participating Class Members will be bound by the following release:

25 “Released Class Claims” means all claims which Plaintiff, the Class, and/or any Class
26 Member had against any of the Released Parties, excluding the Released PAGA Claims,
27 that were alleged or reasonably could have been asserted in the Action based on the facts
28 alleged in the Complaint during the Class Period, including claims for: (1) failure to
provide required meal periods; (2) failure to provide required rest periods; (3) failure to
pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages
earned; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to
maintain required records; (8) failure to furnish accurate itemized wage statements; (9)
failure to indemnify employees for necessary expenditures incurred in discharge of duties;
and (10) unfair and unlawful business practices in violation of California Business and
Professions Code §§ 17200, et seq.

1 “Released Parties” means Talbert and all of its past and present owners, officers, directors,
2 shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent
3 companies, subsidiaries, and affiliates, and their respective predecessors, successors, and
4 assigns.”

5 4. The Objection Form shall be amended to remove the question asking whether the
6 objector intends to appear at the final approval hearing, as set forth in the redline version of the
7 Objection Form attached hereto as **Exhibit B**.

8 5. These amendments to the Amended Settlement, including the Class Notice, and the
9 Objection Form, expressly supersede the original provisions and are incorporated by reference in the
10 Amended Settlement.

11 IT IS SO STIPULATED.

12 Dated: April 17, 2025

MATERN LAW GROUP, PC

13 By: 

14 Matthew J. Matern
15 Matthew W. Gordon
16 Attorneys for Plaintiff MIGUEL VALLES,
17 individually, and on behalf of other persons
18 similarly situated

19 Dated: April 17, 2025

ANDREA PARIS LAW, PC

20 By: 

21 Andrea W.S. Paris
22 Attorneys for Defendant TALBERT
23 ARCHTECTURE PANEL & DOORS, INC.
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