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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF CONTRA COSTA**

18 EFREN GONZALEZ, individually, and on
19 behalf of other members of the general public
similarly situated; JASON HARTMAN,
20 individually, and on behalf of other members
of the general public similarly situated,

21 Plaintiffs,

22 vs.

23 TRIMON, INC., a California corporation;
24 MONUMENT CAR PARTS SUPERIOR
AUTO PARTS WAREHOUSE, a California
25 corporation; and DOES 1 through 100,
inclusive,

26 Defendants.
27

Case No.: MSC20-00023

Honorable Edward Weil
Department 39

CLASS ACTION

**AMENDMENT TO STIPULATION
OF CLASS ACTION SETTLEMENT**

Preliminary Hearing:

Date: September 15, 2022

Time: 9:00 a.m.

Crtrm: Dept. 39

Complaint Filed: January 8, 2020

Jury Trial Date: None Set

1 **AMENDMENT TO STIPULATION OF CLASS ACTION SETTLEMENT**

2 Plaintiffs EFREN GONZALEZ and JASON HARTMAN, individually, and on behalf
3 of other members of the general public and other similarly situated employees (“Plaintiffs”),
4 and Defendant, TRIMON, INC. DBA MONUMENT CAR PARTS AND SUPERIOR AUTO
5 PARTS WAREHOUSE (“Defendant”), by and through their counsel of record, hereby stipulate
6 as follows, subject to Court approval:

7 1. All terms referenced herein shall be defined as they are defined in the Stipulation
8 of Class Action Settlement (“Settlement Agreement”) that was fully executed on April 26, 2022.

9 2. This Amendment to Stipulation of Class Action Settlement (“Amendment”) is
10 executed by counsel for the Parties pursuant to Paragraph 58 of the Settlement Agreement,
11 which authorizes counsel amend or modify the Settlement Agreement through a writing
12 approved by the Court.

13 3. Paragraph 40 of the Settlement Agreement, with the section heading entitled
14 “Payments under the Settlement,” and at lines 15-18, is amended as follows:¹ “All payments
15 from the settlement, as noted below, will be proportionally distributed from each Settlement
16 Installment Payment, with each distribution to be made by the Settlement Administrator ~~within~~
17 ~~ten (10) calendar days from the date of receipt of each Settlement Installment Payment in~~
18 *accordance with the deadlines set forth in Paragraph 50(c). The Gross...*”

19 4. Paragraph 50.c. of the Settlement Agreement, with the section heading entitled
20 “Settlement Proceeds Distribution Deadlines” is amended as follows: “*The first Settlement*
21 *Installment Payment shall be distributed by the Settlement Administrator no later than ten (10)*
22 *calendar days after the Effective Date, and the second Settlement Installment Payment shall be*
23 *distributed no later than ten (10) calendar days after Defendant fully funds each*~~*the second*~~
24 *Settlement Installment Payment. The Settlement Administrator shall distribute payments*
25 *proportionally (i.e., one-half of approved amounts) from each* ~~*the*~~ *Settlement Installment*
26 *Payment, in accordance with this Settlement Agreement and the Court’s orders, as follows...*”

27 _____
28 ¹ Amended language is denoted by *italics*, deleted language is denoted by ~~strikeout~~.

1 5. Paragraph 50.e. of the Settlement Agreement, with the section heading entitled
2 “Settlement Proceeds Distribution Deadlines” is amended to add a clause that reads as follows:
3 “...to be held pursuant to the Unclaimed Property Law, California Civil Code sections 1500 *et*
4 *seq.*, for the benefit of that Class Member. *For any Class Member who was issued an Individual*
5 *Settlement Payment check from the first Settlement Installment Payment that was returned as*
6 *undeliverable, or otherwise remained uncashed, and transferred to the Controller as described*
7 *herein, the Settlement Administrator shall run a NCOA and/or skip trace on the mailing address*
8 *in advance of any second distribution to that Class Member. If no new address is located, the*
9 *balance of that Class Member’s Individual Settlement Payment shall be forfeited and revert to*
10 *the Net Settlement Amount fund for distribution. If a new address is located, then the balance of*
11 *that Class Member’s Individual Settlement Payment shall be mailed to him or her at that newly*
12 *located address, along with notice that he or she should contact the Controller regarding*
13 *claiming any funds associated with the first Settlement Installment Payment distribution. The*
14 Parties agree that this disposition results in no “unpaid residue” under California Code...”

15
16 **IT IS SO AGREED.**

17
18 Dated: September 22, 2022

COUNSELONE, P.C.

19 By: 

Jennifer L. Connor
Anthony J. Orshansky
Attorneys for Plaintiffs

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21
22
23 Dated: September 22, 2022

DONAHUE FITZGERALD LLP

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25 By: 

Kathleen B. Friend
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