

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JASON ROTHMAN (SBN 304961)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

GREG S. LABATE (SBN 149918)
TYLER Z. BERNSTEIN (SBN 296496)
SHEPPARD MULLIN RICHTER & HAMPTON LLP
650 Town Center Drive, 10th Floor
Costa Mesa, California 92626
Telephone: (714) 513-5100
Facsimile: (714) 513-5130

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ADRIAN ESCOBEDO, individually, on behalf
of other members of the general public similarly
situated;

Plaintiffs,

v.

AMERIPEC, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2020-01170846-CU-OE-CXC

Assigned for All Purposes to:
Honorable Peter Wilson
Department CX-102

CLASS ACTION

**AMENDMENT TO THE JOINT
STIPULATION OF SETTLEMENT
AND RELEASE**

Complaint Filed: November 18, 2020
FAC Filed: April 14, 2022
Trial Date: None Set

1 This Amendment to the Joint Stipulation of Settlement and Release is entered by
2 Plaintiff Adrian Escobedo (“Plaintiff”) on his own behalf and on behalf of all members of the
3 Class, as defined below, and Defendant Ameripec, Inc. (“Defendant” and, together with
4 Plaintiff, the “Parties”).

5 **I. RECITALS**

6 1. On or about April 18, 2022, the Parties fully executed the Joint Stipulation of
7 Settlement and Release (“Agreement”).

8 2. On April 20, 2022 and April 21, 2022, Plaintiff submitted the Agreement to the
9 Court for Approval, which was initially set for hearing on June 16, 2022.

10 3. On or about June 16, 2022, before the scheduled hearing, the Court issued a
11 tentative ruling ordering the Parties to modify portion of the Agreement (and the exhibits
12 attached to the Agreement). The Court continued Plaintiff’s Motion for Preliminary Approval
13 of Class Action Settlement hearing to August 18, 2022.

14 4. Thereafter, the Parties met and conferred and agreed to modify certain portions
15 of the Agreement consistent with the Court’s order and hereby submit this Amendment to the
16 Joint Stipulation of Settlement and Release. The paragraphs referenced in this Amendment to
17 the Joint Stipulation of Settlement and Release supersede those of the original Agreement.

18 **II. STIPULATION**

19 **1. Section I, Subdivision (AA) shall now read as follows:**

20 **PAGA Released Claims:** PAGA Released Claims means the any and all causes of
21 action for civil penalties that were alleged or which could have been alleged in the Action
22 based on the facts and allegations pleaded in the First Amended Complaint in the Action and/or
23 the LWDA notice letter, including all claims for civil penalties based upon or arising out of
24 Defendant’s alleged failure to pay earned wages, failure to pay minimum wage, failure to pay
25 overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to
26 pay meal period premium wages, failure to pay rest period premium wages, failure to provide
27 accurate wage statements, failure to timely pay final wages during employment and at
28 separation, failure to maintain accurate payroll records, failure to reimburse business-related

1 expenses, and claims for civil penalties arising under or based upon alleged violations of
2 California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 510, 512,
3 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et seq., 2699 et seq., and/or those
4 arising under applicable Industrial Welfare Commission Wage Orders.

5 **2. Section I, Subdivision (EE) shall now read as follows:**

6 **Released Claims:** Released Claims are defined as all claims, debts, liabilities, demands,
7 actions, or causes of action under state, federal or local law, whether statutory, common law or
8 administrative, pleaded in the First Amended Complaint in the Action or arising out of or
9 reasonably related to the factual allegations in the First Amended Complaint, including, but not
10 limited to, claims for failure to pay earned wages, failure to pay minimum wage, failure to pay
11 overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to
12 pay meal period premium wages, failure to pay rest period premium wages, failure to provide
13 accurate wage statements, failure to timely pay final wages during employment and at
14 separation, failure to maintain accurate payroll records, failure to reimburse business-related
15 expenses, unfair competition or business practices, any and all claims under PAGA, and any all
16 claims for associated penalties, whether civil or statutory in nature, interest, attorneys' fees and
17 costs, or any other associated damages, and all other alleged violations of the California Labor
18 Code and Business and Professions Code section 17200, et seq., and all other claims and
19 allegations alleged in or which could have been alleged in the Action based on the facts and
20 allegations pled in the First Amended Complaint. Without limiting the foregoing, the Released
21 Claims include those arising under California Labor Code sections 201, 202, 203, 204, 218.5,
22 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et
23 seq., 2699 et seq., and/or those arising under Industrial Welfare Commission Wage Orders,
24 PAGA, California Code of Regulations, title 8, Section 11050; the California Civil Code
25 Sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5. This
26 release excludes the release of claims not permitted by law.

27 ///

28 ///

1 **3. Section V, Subdivision (H)(2)(d) shall now read as follows:**

2 Class Members will have the opportunity, should they disagree with the number of
3 eligible Workweeks and/or pay periods with which they have been credited, as provided in
4 their Notices, to dispute such information. All such disputes must be in writing, postmarked by
5 the Response Deadline, and sent via first-class regular U.S. mail to the Settlement
6 Administrator, explaining the basis for the dispute and including any supporting documentation
7 showing that the Workweeks credited to him or her is inaccurate. Defendant's records will be
8 presumed determinative, absent credible evidence to rebut the accuracy of the Workweeks
9 credited to a Class Member based thereon. The Settlement Administrator will evaluate the
10 evidence submitted by the Class Member and make a recommendation to the Parties as to
11 which figures should be applied. If the Parties disagree with the Settlement Administrator's
12 recommendation, the dispute will be presented to the Court for determination. The Court will
13 make the final decision on disputes.

14 **4. Section V, Subdivision (H)(3) shall now read as follows:**

15 **Objections to Settlement.** The Notice Packet will provide that Class Members who
16 wish to object to the Settlement may do so by mailing a written objection to the Settlement
17 Administrator, postmarked no later than the Response Deadline. The date of the postmark will
18 be the exclusive means for determining whether an objection has been timely submitted.

19 All objections must be in writing, which includes: (1) the objector's full name, address,
20 last four digits of his or her Social Security number, and signature; (2) the case name and
21 number; (3) the factual and legal basis, with supporting documents, if any, on which the
22 objection is based; and (4) whether the objector is represented by an attorney and providing the
23 contact information of any such attorney. The Parties agree that the Settlement Administrator
24 shall not disclose the last four digits of any Class Member's Social Security number to anyone
25 but the Parties, that such information will be securely held, and that the disclosure of those last
26 four digits to the Parties shall not be used for any purpose except to ascertain the identity of the
27 objector for administration of this Settlement. Any person who fails to timely submit their
28 written objections in the manner specified above may still appear and object at the Final

1 Approval Hearing. In other words, Class Members wishing to object to this Agreement may do
2 so by simply appearing at the Final Approval Hearing. If a Participating Class Member objects
3 to this Settlement, the Participating Class Member will remain a member of the Class, and if
4 the Court grants final approval of the Settlement, he or she will be bound by the terms of the
5 Settlement and any Final Approval Order and Final Judgment. Within three (3) business days
6 of receipt of an objection, the Settlement Administrator shall provide counsel for the Parties
7 with a copy of the objection. No later than thirty (30) calendar days before the Final Approval
8 Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list
9 of Participating Class Members who have submitted an objection. Prior to the Final Approval
10 Hearing, the Settlement Administrator shall submit copies of the objections that it has received,
11 to the Court by way of declaration.

12 **5. Section V, Subdivision (H)(4) shall include an additional paragraph that reads**
13 **as follows:**

14 If a Class Member submits both an Exclusion Form and written objection to the
15 Settlement Administrator prior to the Response Deadline, only the written objection will be
16 deemed valid. The Class Member's Exclusion Form will be invalid, and the Class Member will
17 still be considered a member of the Class, will receive his or her Individual Settlement Share,
18 and will be bound by the Released Claims.

1 Dated: 06/28/2022, 2022

PLAINTIFF ADRIAN ESCOBEDO

2
3 

4 Adrian Escobedo

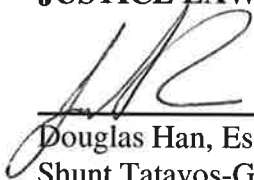
5 Dated: _____, 2022

DEFENDANT AMERIPEC, INC.

6
7
8 Ping Wu
President of Ameripec, Inc.

9 Dated: 6/28/22, 2022

JUSTICE LAW CORPORATION

10
11 
12 Douglas Han, Esq.
13 Shunt Tatavos-Gharajeh, Esq.
14 Jason Rothman, Esq.
Attorneys for Plaintiff

15 Dated: _____, 2022

**SHEPPARD MULLIN RICHTER & HAMPTON
LLP**

16
17
18 Greg S. Labate, Esq.
Tyler Z. Bernstein, Esq.
19 Attorneys for Defendant
20
21
22
23
24
25
26
27
28

1 Dated: _____, 2022

PLAINTIFF ADRIAN ESCOBEDO

2
3
4 _____
Adrian Escobedo

5 Dated: 6/28/2022
6 Dated: _____, 2022

DEFENDANT AMERIPEC, INC.

DocuSigned by:

Ping Wu

02A8D85B1CCD412

7
8 _____
Ping Wu

President of Ameripec, Inc.

9 Dated: _____, 2022

JUSTICE LAW CORPORATION

10
11 _____
Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

12 Jason Rothman, Esq.

13 *Attorneys for Plaintiff*

14 6/28/2022
15 Dated: _____, 2022

**SHEPPARD MULLIN RICHTER & HAMPTON
LLP**

DocuSigned by:

Tyler Bernstein

8D552355A58D490

16
17 _____
Greg S. Labate, Esq.

18 Tyler Z. Bernstein, Esq.

19 *Attorneys for Defendant*