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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF ORANGE**

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

23 Plaintiffs,

24 v.

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

27 Defendants.

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

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

**CLASS ACTION**

**SECOND 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 Second Amendment to the Joint Stipulation of Settlement and Release is entered  
2 by Plaintiff Adrian Escobedo (“Plaintiff”) on his own behalf and on behalf of all members of  
3 the 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. On June 21, 2022, the Parties submitted  
14 to the Court, among other things, the executed Amendment to the Joint Stipulation of  
15 Settlement and Release (“First Amendment To The Joint Stipulation of Settlement and  
16 Release”), which addressed the Court’s concerns within the June 16, 2022 tentative ruling.

17 4. On or about August 17, 2022, before the scheduled hearing, the Court issued  
18 another tentative ruling ordering the Parties to further modify the Agreement (and the exhibits  
19 attached to the Agreement, including, but not limited to, the First Amendment To The Joint  
20 Stipulation of Settlement and Release). The Court continued Plaintiff’s Motion for Preliminary  
21 Approval of Class Action Settlement hearing to September 15, 2022.

22 5. The Parties met and conferred and agreed to modify portions of the Agreement  
23 consistent with the Court’s order and hereby submit this Second Amendment to the Joint  
24 Stipulation of Settlement and Release. The paragraphs referenced in this Second Amendment to  
25 the Joint Stipulation of Settlement and Release supersede those of the original Agreement and,  
26 where applicable, the First Amendment To The Joint Stipulation of Settlement and Release.

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1           **II.     STIPULATION**

2           **1.     Section I, Subdivision (AA), as modified by the First Amendment To The Joint**  
3           **Stipulation of Settlement and Release, shall now read as follows:**

4           **PAGA Released Claims:** PAGA Released Claims means the any and all causes of  
5 action for civil penalties pursuant to the Private Attorneys General Act of 2004 (Labor Code  
6 section 2698, *et seq.*) that were alleged or which could have been alleged in the Action based  
7 on the facts and allegations pleaded in the First Amended Complaint in the Action and/or the  
8 LWDA notice letter, including all claims for civil penalties based upon or arising out of  
9 Defendant’s alleged failure to pay earned wages, failure to pay minimum wage, failure to pay  
10 overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to  
11 pay meal period premium wages, failure to pay rest period premium wages, failure to provide  
12 accurate wage statements, failure to timely pay final wages during employment and at  
13 separation, failure to maintain accurate payroll records, failure to reimburse business-related  
14 expenses, and claims for civil penalties arising under or based upon alleged violations of  
15 California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 510, 512,  
16 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, 2699 *et seq.*, and/or those  
17 arising under applicable Industrial Welfare Commission Wage Orders. The time frame of the  
18 PAGA Released Claims shall be the time period from August 31, 2019 to March 1, 2022  
19 (“PAGA Period”).

20           **2.     Section I, Subdivision (EE), as modified by the First Amendment To The Joint**  
21           **Stipulation of Settlement and Release, shall now read as follows:**

22           **Released Claims:** Released Claims are defined as all claims, debts, liabilities, demands,  
23 actions, or causes of action under state, federal or local law, whether statutory, common law or  
24 administrative, pleaded in the First Amended Complaint in the Action or arising out of or  
25 reasonably related to the factual allegations in the First Amended Complaint, including, but not  
26 limited to, claims for failure to pay earned wages, failure to pay minimum wage, failure to pay  
27 overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure to  
28 pay meal period premium wages, failure to pay rest period premium wages, failure to provide

1 accurate wage statements, failure to timely pay final wages during employment and at  
2 separation, failure to maintain accurate payroll records, failure to reimburse business-related  
3 expenses, unfair competition or business practices, any and all claims under PAGA, and any all  
4 claims for associated penalties, whether civil or statutory in nature, interest, attorneys' fees and  
5 costs, or any other associated damages, and all other alleged violations of the California Labor  
6 Code and Business and Professions Code section 17200, et seq., and all other claims and  
7 allegations alleged in or which could have been alleged in the Action based on the facts and  
8 allegations pled in the First Amended Complaint. Without limiting the foregoing, the Released  
9 Claims include those arising under California Labor Code sections 201, 202, 203, 204, 218.5,  
10 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698 et  
11 seq., 2699 et seq., and/or those arising under Industrial Welfare Commission Wage Orders,  
12 PAGA, California Code of Regulations, title 8, Section 11050; the California Civil Code  
13 Sections 3287, 3289, and 3294; and California Code of Civil Procedure section 1021.5. This  
14 release excludes the release of claims not permitted by law. The time frame of the Released  
15 Claims shall be the time period from August 31, 2016 to March 1, 2022 ("Class Period").

16 **3. Section V, Subdivision (H)(4), as modified by the First Amendment To The**  
17 **Joint Stipulation of Settlement and Release, shall include an additional**  
18 **paragraph that reads as follows:**

19 If a Class Member submits both an Exclusion Form and written objection to the  
20 Settlement Administrator prior to the Response Deadline, the Settlement Administrator will  
21 first attempt to contact this Class Member to determine if they intended to submit only the  
22 Exclusion Form or written objection. If the Settlement Administrator is unable to contact the  
23 Class Member within ten (10) calendar days of receiving both the Exclusion Form and written  
24 objection or the Class Member fails to respond to the Settlement Administrator within ten (10)  
25 calendar days of being contacted, then only the Exclusion Form will be deemed valid. The  
26 Class Member's written objection will be invalid, and the Class Member will no longer be  
27 considered a member of the Class, will not receive his or her Individual Settlement Share, and  
28 will not be bound by the Released Claims.

1 Dated: 8/19/22, 2022

**PLAINTIFF ADRIAN ESCOBEDO**

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Adrian Escobedo

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5 Dated: \_\_\_\_\_, 2022

**DEFENDANT AMERIPEC, INC.**

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\_\_\_\_\_  
Ping Wu  
President of Ameripecc, Inc.

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9 Dated: 8/19/, 2022

**JUSTICE LAW CORPORATION**

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\_\_\_\_\_  
Douglas Han, Esq.  
Shunt Tatavos-Gharajeh, Esq.  
Jason Rothman, Esq.  
*Attorneys for Plaintiff*

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15 Dated: \_\_\_\_\_, 2022

**SHEPPARD MULLIN RICHTER & HAMPTON  
LLP**

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Greg S. Labate, Esq.  
Tyler Z. Bernstein, Esq.  
*Attorneys for Defendant*

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Dated: \_\_\_\_\_, 2022

**PLAINTIFF ADRIAN ESCOBEDO**

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Adrian Escobedo

Dated: 8/21/2022, 2022

**DEFENDANT AMERIPEC, INC.**

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Ping Wu  
President of Ameripec, Inc.

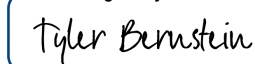
Dated: \_\_\_\_\_, 2022

**JUSTICE LAW CORPORATION**

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Jason Rothman, Esq.  
*Attorneys for Plaintiff*

Dated: 8/21/2022, 2022

**SHEPPARD MULLIN RICHTER & HAMPTON  
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