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Marilu Gonzales, individually, and on behalf of all others
6 similarly situated

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11 Attorneys for Defendant
12 Quality Aluminum Forge, LLC and SIFCO Industries, Inc.

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF ORANGE**
16

17 MARILU GONZALES, an individual, and on
behalf of herself and all others similarly situated,

18 Plaintiff,

19 vs.

20 QUALITY ALUMINUM FORGE, LLC, an Ohio
limited liability company; SIFCO INDUSTRIES,
21 INC., an Ohio corporation; and DOES 1 through
50, inclusive,

22 Defendant.
23
24

) Case No. 30-2016-00887399-CU-OE-CXC
)
) [Assigned for all purposes to the
) Hon. Randall J. Sherman, Dept. CX105]
)
) **AMENDMENT TO STIPULATION AND**
) **AGREEMENT TO SETTLE PUTATIVE**
) **CLASS ACTION**
)
) Date: July 10, 2020
) Time: 10:00 a.m.
) Dept: CX105
)
) Action Filed: May 13, 2016
)

1 This Amendment to Stipulation and Agreement to Settle Putative Class Action
2 (“Amendment to Settlement”) is made by and between Plaintiff Marilu Gonzales (“Plaintiff”), on
3 the one hand, and Defendants Quality Aluminum Forge, LLC (“QAF”) and SIFCO Industries, Inc.
4 (“SIFCO”) (collectively “Defendants”) (Plaintiffs and Defendants shall be collectively referred to
5 as the “Parties”), on the other hand, with reference to the following facts:

6 WHEREAS, on May 16, 2016, Plaintiff filed this case in Los Angeles Superior Court;

7 WHEREAS, effective November 14, 2016, this case was transferred to Orange County
8 Superior Court pursuant to the Parties’ stipulation;

9 WHEREAS, on February 26, 2020, the Parties entered into a fully executed Stipulation and
10 Agreement to Settle Putative Class Action (“Settlement Agreement”);

11 WHEREAS, on March 16, 2020, Plaintiff filed a Motion for Preliminary Approval of
12 Stipulation and Agreement to Settle Putative Class Action (the “Motion”);

13 WHEREAS, on May 27, 2020, the Court issued a minute order setting forth the Court’s
14 concerns about the Motion;

15 WHEREAS, pursuant to Section 6.01 of the Settlement Agreement, the Parties agree to
16 amend the Settlement to address the Court’s concerns set forth in the minute order dated May 27,
17 2020;

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

19 1. The third paragraph of Section 3.06(f) of the Settlement Agreement shall be
20 amended to read as follows: “Each Individual Settlement Payment will represent wages, interest,
21 penalties, and expense reimbursement allocated using the following formula: one third (1/3)
22 allocated to wages and two thirds (2/3) allocated to interest, penalties and expense reimbursement.”

23 2. The amendment to the third paragraph of Section 3.06(f) of the Settlement
24 Agreement expressly supersedes the original third paragraph of Section 3.06(f) and is incorporated
25 by reference into the Settlement Agreement.

26 3. The Parties agree that the deadline to opt out, to object in writing, or to dispute
27 workweeks shall be 45 days from the date of mailing of the Notice Packet. Therefore, the phrase
28 “30 days” shall be modified to “45 days” in each of the following sections of the Settlement

1 Agreement: Section 3.04(a); Section 3.04(c); and Section 3.04(d).

2 4. The amendment to Section 3.04(a), Section 3.04(c), and Section 3.04(d) of the
3 Settlement Agreement expressly supersedes the original Section 3.04(a), Section 3.04(c), and
4 Section 3.04(d) and is incorporated by reference into the Settlement Agreement.

5 5. The Parties agree that Section 3.04(c) of the Settlement Agreement shall be
6 amended to read as follows:

7 “By entering into this Agreement, Named Plaintiff agrees she is not objecting to this
8 Settlement. In order for any other Class Member to object to this Settlement, or any term of this
9 Agreement, the person making the objection must not submit a request for exclusion (*i.e.*, must not
10 opt out). A Class Member may submit a written objection to the Settlement by no later than 45
11 days after the Notice of Proposed Class Action Settlement was initially mailed to the Class
12 Members, by sending to the Settlement Administrator a written statement of the grounds of
13 objection, signed by the objecting Class Member or his or her attorney, along with all supporting
14 papers. A Class Member may also orally object to the Settlement or offer comments about the
15 Settlement at the Final Approval Hearing, regardless of whether the Class Member submits a
16 written objection to the Settlement Administrator. The Court retains final authority with respect to
17 the consideration and admissibility of any Class Member objections.

18 The Settlement Administrator shall provide any objections and supporting papers to Class
19 Counsel and Defense Counsel within two business days of receipt. Counsel for the Parties shall
20 file any response to the objections submitted by objecting Class Members at least five court days
21 before the date of the Final Fairness and Approval Hearing.”

22 6. The amendment to Section 3.04(c) of the Settlement Agreement expressly
23 supersedes the original Section 3.04(c) and is incorporated by reference into the Settlement
24 Agreement.

25 7. The Parties agree that Labor Code §§ 200, 221, 222, and 223 shall be deleted from
26 the release set forth at Article II(i) and Section 5.02 of the Settlement Agreement. Therefore,
27 Article II(i) of the Settlement agreement shall be amended to read as follows:

28 “The Settlement embodied in this Agreement contemplates the (a) entry of an order

1 approving certification of a settlement class, (b) entry of a final order approving settlement of class
2 action, (c) entry of Disposition enforcing the terms of the Settlement and retaining jurisdiction,
3 (d) discharge of Defendants from liability for any and all Claims relating to the Action, (e) release
4 by all Participating Class Members of all claims in connection with the alleged wrongdoing set
5 forth in the Action, including claims under any applicable federal, state or local law or regulation,
6 including under California Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1194.5, 2698, *et*
7 *seq.*, (PAGA), 2802, the unfair competition law codified in California Business & Professions
8 Code §§ 17200-17208, and (f) a general release by Named Plaintiff of all known and unknown
9 claims against Defendants pursuant to California Civil Code section 1542.”

10 In addition, Section 5.02 of the Settlement Agreement shall be amended to read as follows:

11 “In exchange for the consideration recited in this Agreement, each Participating Class
12 Member, including Named Plaintiff and excluding Non-Participating Class Members, on behalf of
13 themselves, and on behalf of all who claim by and through them, or in their stead (the “Releasing
14 Participating Class Members”), do hereby and forever release, acquit, and discharge, and covenant
15 not to sue, Defendants, or either of them, including their past, present, and future divisions,
16 affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers,
17 directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries,
18 beneficiaries, insurers, subrogees, executors, partners, and privies (collectively the “Released
19 Parties” and each a “Released Party” or “Releasee”) from all wage and hour and expense
20 reimbursement related causes of action, claims, liens, demands, damages, penalties, fines, wages,
21 liquidated damages, restitutionary amounts, attorneys’ fees and costs, interest, punitive damages,
22 controversies, and liabilities that were alleged in the Action, or that could have been alleged in the
23 Action based on the facts alleged in the Action, arising from the alleged violation of any provision
24 of federal, state or local law or regulation relating to any wrongdoing pled or otherwise alleged in
25 the course of the Action, including, but not limited to, all claims for failure to pay compensation for
26 all time worked (including pursuant to all applicable Wage Orders and applicable sections of the
27 California Code of Regulations), all claims for failure to pay required overtime and overtime at the
28 proper rate (including pursuant to California Labor Code § 510), all claims for failure to provide

9. The Parties further agree to amend the Notice of Proposed Class Action Settlement Agreement ("Class Notice"), attached as Exhibit A to the Settlement Agreement, to correspond with the modifications set forth in this Amendment to Settlement. A true and correct copy of the redlined version of the amended Class Notice is attached hereto as Exhibit 1. A true and correct copy of the clean version of the amended Class Notice is attached hereto as Exhibit 2.

IT IS SO STIPULATED.

Dated: 6/16/2020

Marilu Gonzales
Marilu Gonzales, Named Plaintiff

Dated: _____

Quality Aluminum Forge, LLC
BY:

Dated: _____

SIFCO Industries, Inc.
BY:

Dated: 6/16/2020

MATERN LAW GROUP, PC

By:

Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
Vanessa M. Rodriguez, Esq.
Attorneys for Plaintiff

Dated: _____

CAROTHERS DISANTE & FREUDENBERGER LLP

By:

Marie DiSante, Esq.
Steven A. Micheli
Attorneys for Defendants

1 9. The Parties further agree to amend the Notice of Proposed Class Action Settlement
2 Agreement ("Class Notice"), attached as Exhibit A to the Settlement Agreement, to correspond
3 with the modifications set forth in this Amendment to Settlement. A true and correct copy of the
4 redlined version of the amended Class Notice is attached hereto as Exhibit 1. A true and correct
5 copy of the clean version of the amended Class Notice is attached hereto as Exhibit 2.

6 IT IS SO STIPULATED.

7
8 Dated: _____

Marilu Gonzales, Named Plaintiff

9
10
11 Dated: 6/16/2020

WJ Worthington
Quality Aluminum Forge, LLC
BY: Wendy J. Worthington, Secretary

12
13
14 Dated: 6/16/2020

WJ Worthington
SIFCO Industries, Inc.
BY: Wendy J. Worthington, VP - HR

15
16
17 Dated: _____

MATERN LAW GROUP, PC

18
19
20 By: _____

Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
Vanessa M. Rodriguez, Esq.
Attorneys for Plaintiff

21
22
23 Dated: June 16, 2020

CAROTHERS DISANTE & FREUDENBERGER LLP

24
25
26 By: _____

Marie DiSante, Esq.
Steven A. Micheli
Attorneys for Defendants