

[Counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

SHARRY BOLLINGER-FELT, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC BELLS, LLC, dba TACO BELL, a
Washington limited liability company, and
DOES 1-50, inclusive,

Defendants.

JENNIFER U. YANG, an individual, on behalf
of the State of California, as a private attorney
general, and on behalf of all others similarly
situated,

Plaintiff,

vs.

PACIFIC BELLS, LLC, a Washington Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendant.

SHARRY BOLLINGER-FELT, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC BELLS, LLC, dba TACO BELL, a
Washington limited liability company, and
DOES 1-50, inclusive,

Defendants.

Case No. **CV-20-000680**

Assigned to the Hon. Stacy Speiller
Dept.: 22

Action Filed: January 30, 2020

Case No. **CV-20-001362**

Assigned to the Hon. John D. Freeland
Dept.: 23

Action Filed: February 28, 2020

Case No. **CV-20-001950**

Assigned to the Hon. Stacy Speiller
Dept.: 22

Action Filed: April 6, 2020

AMENDMENT TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT

1 **JAMES HAWKINS APLC**

James R. Hawkins, Esq. (#192925)

2 Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

3 9880 Research Drive, Suite 200

Irvine, CA 92681

4 Tel.: (949) 387-7200

Fax: (949) 387-6676

5 Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

6 Email: Michael@jameshawkinsaplc.com

7 Attorneys for Plaintiff SHARRY BOLLINGER-FELT,
individually and on behalf of all others similarly situated

8 MARTIN E. SULLIVAN (SBN 274279)

9 ms@melmedlaw.com

JONATHAN MELMED (SBN 290218)

10 jm@melmedlaw.com

MELMED LAW GROUP P.C.

11 1801 Century Park East., Suite 850

Los Angeles, California 90067

12 Telephone: (310) 824-3828

Facsimile: (310) 862-6851

13 Attorneys for Plaintiff JENNIFER U. YANG,
14 individually and on behalf of all others similarly situated

15 EVELYN WANG (SBN 273622)

evelynwang@dwt.com

16 PAUL RODRIGUEZ (SBN 307139)

paulrodriguez@dwt.com

17 **DAVIS WRIGHT TREMAINE LLP**

865 South Figueroa Street, 24th Floor

18 Los Angeles, California 90017-2566

Telephone: (213) 633-6800

19 Fax: (213) 633-6899

20 Attorneys for Defendant PACIFIC BELLS, LLC

21 **AMENDMENT TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

22 This Amendment to the Joint Stipulation of Class Action Settlement and Release
23 (“Amendment to Settlement Agreement”) is made and entered into by Plaintiffs Sharry Bollinger-
24 Felt (“Bollinger-Felt”) and Jennifer U. Yang (“Yang”) (Bollinger-Felt and Yang collectively,
25 “Plaintiffs” or “Class Representatives”), individually and on behalf of others similarly situated,
26 on the one hand, and Defendant Pacific Bells, LLC (“Defendant”), on the other hand (Plaintiffs
27 and Defendants collectively, the “Parties”), by and through their counsel of record.

28 Subject to approval of the Court, the Joint Stipulation of Class Action Settlement and

1 Release executed by the Parties on March 12, 2021 (the "Settlement Agreement") as amended as
2 stated herein shall be binding on Plaintiffs, Class Counsel, the Class, Defendant, Released Parties¹,
3 and their respective counsel, subject to the terms and conditions hereof and the approval of the
4 Court.

5 **STIPULATED AMENDMENTS**

6 1. **Settlement Administration Costs.** Based on quotes provided by third-party
7 settlement administrators and the increased number of class members since the original date of
8 settlement, estimated Settlement Administration costs are \$70,000. Therefore, the Parties stipulate
9 and agree that the amount allotted to Settlement Administration Costs shall be increased from
10 \$15,000 to \$70,000 wherever it appears in the Settlement Agreement (§§ 18, 50, and 53.).

11 2. **Litigation Costs.** Based on co-defense counsel's joint efforts to combine existing
12 cases and settle them all at once, estimated litigation costs are \$26,000. Therefore, the Parties
13 stipulate and agree that the amount allotted to litigation costs and expenses shall be increased from
14 \$15,000 to \$26,000 wherever it appears in the Settlement Agreement (§§ 16, and 47).

15 3. **Notice Packet.** The Notice Packet attached hereto as Exhibit B shall replace the
16 Notice Packet attached to the original Settlement Agreement as Exhibit A, to reflect the
17 amendments to the Settlement Agreement described herein.

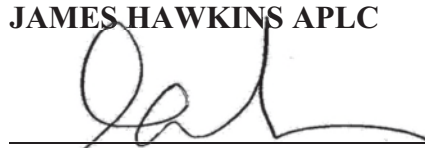
18 None of the Stipulated Amendments herein change the Gross Settlement Amount set forth
19 in the Settlement Agreement.

20
21 **CLASS COUNSEL AND DEFENSE COUNSEL DO SO STIPULATE AND AGREE.**

22
23 **JAMES HAWKINS APLC**

24
25 DATED: 5/12/21

By:

26 
27 **JAMES HAWKINS**
GREG MAURO

28 ¹ All capitalized terms herein shall have the meaning ascribed to them in the Settlement Agreement, unless otherwise noted.

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Attorney for Plaintiff Sharry Bollinger-Felt and the Class

MELMED LAW GROUP P.C.

DATED: 5/12/2021

By: 

JONATHAN MELMED

MARTIN SULLIVAN

Attorney for Plaintiff Jennifer Yang and the Class

DAVIS WRIGHT TREMAINE LLP

DATED: 5/12/2021

By: 

EVELYN WANG

PAUL RODRIGUEZ

Attorneys for Defendant

PACIFIC BELLS, LLC

Exhibit B

NOTICE OF CLASS ACTION SETTLEMENT

This is an Important Court Approved Notice. Please Read Carefully.

Sharry Bollinger-Felt and Jennifer Yang v. Pacific Bells, LLC
Stanislaus County Superior Court
Case No. CV-20-000680

If you worked as a non-exempt employee in California for Pacific Bells, LLC, doing business as “Taco Bell” (“Pacific Bells, LLC” or “Defendant”) at any time from January 24, 2016 through [INSERT DATE MOTION FOR PRELIM APPROVAL GRANTED], a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member (as defined below) in a Lawsuit (as defined below) brought by former employees of Pacific Bells, LLC.
- The Court has preliminarily approved a class action settlement with Pacific Bells, LLC, in accordance with the terms of the Joint Stipulation of Class Action Settlement (the “Settlement Agreement”) filed in the Lawsuit which will affect all non-exempt employees employed by Pacific Bells, LLC in California from January 24, 2016, through **[INSERT DATE MOTION FOR PRELIM APPROVAL GRANTED]** (the “Class Period”).
- The purpose of this Notice of Class Action Settlement (“Notice”) is to provide a brief description of the claims alleged in the Lawsuit, the key terms of the proposed Settlement, and your rights and options with respect to the Settlement. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Pacific Bells, LLC; instead, both sides agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the Lawsuit, all parties avoid the risks and cost of a trial. Pacific Bells, LLC expressly denies that it did anything wrong or that it violated the law and further denies any liability to Plaintiffs or anyone else.
- If the Court grants final approval of the Settlement, there will be money available to you. **An estimate of your share of the Settlement is set forth on page 5.**
- To receive your share of the Settlement, you do not have to file a claim or take any other action. You must notify the Settlement Administrator only if you have an address change. Please read this Notice carefully as it sets forth your options and legal rights. To object to the Settlement or to ask to be excluded, you must act before **[DATE], 2021.**
- **Any questions?** Read on or contact Class Counsel (as defined below) or the Claims Administrator (as defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	3
1. Why did I get this notice?	3
2. What is this lawsuit about?	3
3. What is a class action and who is involved?.....	3
4. Why is this Lawsuit a class action?	3
5. What are the terms of the proposed Settlement?	3
WHO IS IN THE CLASS?	5
6. Am I part of this Class?	5
7. I'm still not sure if I am included.....	5
YOUR RIGHTS AND OPTIONS	5
8. What is my approximate Individual Settlement Payment?.....	5
9. What rights am I releasing if I participate in the Settlement?.....	5
10. How do I object to the Settlement?.....	6
11. Why would I ask to be excluded?.....	6
12. How do I ask to be excluded from the Class?.....	6
THE LAWYERS REPRESENTING YOU.....	7
13. Do I have a lawyer in this case?.....	7
14. How will the lawyers be paid?.....	7
15. How will the Plaintiffs be paid?.....	7
THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS.....	7
16. Who is handling the Settlement Administration process?	7
17. When is the Final Fairness and Approval Hearing and do I have to attend?.....	7
18. When will I get money after the hearing?.....	8
GETTING MORE INFORMATION	8
19. Are more details available?.....	8

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you currently work, or previously worked for Pacific Bells, LLC in California as a non-exempt employee. This notice explains that the Court has given preliminary approval to a Settlement in a conditionally certified class action lawsuit that may affect you. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge **Stacy Speiller** of the Superior Court of the State of California, County of Stanislaus, is overseeing this lawsuit. The lawsuit is known as **Sharry Bollinger-Felt, et al. v. Pacific Bells, LLC, Case No. CV-20-000680** (the "Lawsuit" or "Action").

2. What is this lawsuit about?

The Lawsuit is about whether Defendant properly paid for all time worked (including minimum and overtime wages), provided meal periods, authorized rest periods, timely paid all wages owed during employment and at termination of employment (including vacation wages), discriminated in wages on the basis of gender, provided adequate seating, provided reporting time pay and split shift pay, provided accurate wage statements, properly reimbursed for business expenses, whether Defendant violated California's Unfair Competition Law, and whether Defendant violated the California Private Attorneys General Act, all as required by applicable California laws.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that any of the claims are appropriate for class treatment. Defendant contends, among other things, that all Class Members have been properly compensated and that Defendant has at all times complied with applicable law in connection with the compensation of Class Members.

3. What is a class action and who is involved?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims. The people together are a "Class" and individually are "Class Members." The Class Representatives are also called the Plaintiffs. The company that was sued (in this case is Pacific Bells, LLC doing business as "Taco Bell") is called the Defendant. In Class litigation, one Court resolves the issues for everyone in the Class in one lawsuit – except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement with Defendant, Plaintiffs and Defendant agreed to conditionally certify the Class as a class action with respect to all of the claims Plaintiffs alleged against Defendant, for settlement purposes only, and to ask the Court to approve the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. Defendant has agreed to pay \$875,000.00 to settle the claims made in the Lawsuit. This amount is also known as the Gross Settlement Amount (“Gross Settlement Amount” or “GSA”).
2. Plaintiffs Sharry Bollinger-Felt and Jennifer Yang have agreed to release all of their claims in the Lawsuit against Defendant.
3. Plaintiffs seek the following deductions from the \$875,000.00 Gross Settlement Amount:
 - a. 1/3 of the GSA (\$291,666.66) payable as attorneys’ fees to James Hawkins APLC and Melmed Law Group P.C.
 - b. Actual litigation costs incurred by Plaintiffs as approved by the Court, estimated at \$26,000.00.
 - c. \$7,500.00 to each of the Named Plaintiffs as an incentive payment.
 - d. Settlement administration costs as approved by the Court, estimated at \$70,000.00.
 - e. \$26,250.00 to the Labor and Workforce Development Agency to settle the claims brought under Labor Code § 2698 *et seq.*
 - f. Employer-side payroll taxes on the wage portion of individual settlement payments.

The remainder of the GSA after the deductions set forth above (the “Net Settlement Amount”) shall be divided between all Participating Class Members in proportion to the number of individual Workweeks for each Class Member. “Workweeks” means the number of weeks each Class Member worked for Defendant as a non-exempt employee during the Class Period. Each Participating Class Member shall be entitled to payment for at least one workweek. Subject to the approval by the Court, the settlement amounts distributed to participating Settlement Class members for tax purposes shall be allocated 10% to payment of wages, 45% to penalties, and 45% to payment of interest.

To calculate the minimum amount each Class Member will receive based on their individual Workweeks, the Net Settlement Amount will be divided by the total number of Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis (the “Individual Settlement Payment”). After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Workweeks worked during the Class Period by each Participating Class Member.

The Individual Settlement Payment allocated to each “Non-Participating Class Members” (Class Members who request exclusion from the Settlement) shall be retained in the Net Settlement Amount and shall be distributed to Participating Class Members on a pro rata basis.

Your estimated Individual Settlement Payment is listed in section 8 of this Notice. Payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 10% allocated to wages, 45% allocated to interest, and 45% allocated to penalties.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Settlement Class” or “Class” is the group of all non-exempt employees who were employed by Pacific Bells, LLC in California at any time during the period of January 24, 2016 through and including the date on which the Court grants preliminary approval of the Stipulation of Settlement (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting [CLASS ADMIN], the “Claims Administrator,” at the designated phone number for this matter at [NUMBER] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in question 19.

YOUR RIGHTS AND OPTIONS

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Pacific Bells, LLC as a non-exempt employee during the Class Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Workweeks, it is estimated your share of the Settlement will be \$ [REDACTED], less applicable taxes and withholdings.

You need not do anything further to receive your Individual Settlement Payment, other than to ensure that the Claims Administrator has an accurate mailing address for you.

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Claims Administrator indicating what you believe is correct. You may also send any documents or other information that supports your belief that the information set forth above is incorrect. The Claims Administrator will resolve any dispute based upon Defendant’s records and any information you provide. Please be advised that the number of weeks you worked as a non-exempt employee in California during the Class Period is presumed to be correct unless you submit documents to support your dispute. Any such dispute must be mailed to the Claims Administrator no later than [DATE], 2021.

9. What rights am I releasing if I participate in the Settlement?

You are releasing Pacific Bells, LLC, and any of their related entities, alleged or actual joint employers, affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns (the “Released Parties”) from any and all claims arising out of the factual allegations pled in the operative pleadings in the Lawsuit, including claims that have been or could have been pled as wage and hour violations under local, state, and federal law, including, but not limited to, claims under the California Labor Code and for failure to pay for all hours worked and all wages earned, including minimum and overtime hours; failure to provide meal periods or compensation in lieu thereof; failure to provide rest breaks or compensation in lieu thereof; failure to provide adequate seating; failure to pay split shift pay; failure to pay reporting time pay; wage gender discrimination; failure to pay all unused, accrued vacation wages at separation; failure

to timely pay wages during employment; failure to provide compliant wage statements; waiting time penalties for failure to pay all wages due to terminated or quitting employees; failure to reimburse for necessary business expenses; alleged violation of Business and Professions Code § 17200; statutory penalties; equitable relief; injunctive relief; interest; restitution; or any other relief, fees and costs (the “Released Claims”). The release shall apply to all Released Parties.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). If you submit both a request for exclusion and an objection, you will be excluded from the settlement (see sections 11 and 12 below), and your objection will not be considered.

No later than [DATE], 2021, you must mail or fax a written objection form to the Claims Administrator (at the address in question 19 below) setting forth the grounds of objection, signed by you or your attorney, along with any supporting documents. Class Members who fail to file and serve timely written objections in the manner specified in this notice shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by the Court. For your convenience, an Objection Form is enclosed with this Notice. Or you may appear in person at the Final Approval Fairness Hearing on [DATE], 2021 at [TIME] to voice your objection in person.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class—sometimes called “opting-out” of the Class – you won’t get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue Defendant for your own Claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s disposition of this Lawsuit. Defendant may in its discretion withdraw from this Settlement if more than 5% of the Class Members opt out of the Settlement. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

12. How do I ask to be excluded from the Class?

If you do not wish to take part in the Settlement, you may exclude yourself (*i.e.*, opt-out) by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [insert date], with your name, address, telephone number, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE PACIFIC BELLS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

Send the Request for Exclusion directly to the Settlement Administrator at the following address by no later than [Insert opt-out date]:

[Insert ADDRESS]

Any person who submits a timely Request for Exclusion from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. If you want confirmation of receipt of your Opt-Out, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you submit by mail, the date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE], 2021 shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that JAMES HAWKINS APLC and MELMED LAW GROUP P.C are qualified to represent you and all Class Members. These law firms are called “Class Counsel” in the context of this case. The law firms’ attorneys are experienced in handling similar cases against other employers.

14. How will the lawyers be paid?

As part of the Settlement with Defendant, Class Counsel has requested 1/3 of the Gross Settlement Amount in attorneys’ fees to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will the Plaintiffs be paid?

As part of the Settlement with Defendant, Class Counsel has requested an incentive payment of up to \$7,500.00 to be paid to each of the Plaintiffs for their efforts in this matter during initial investigation and mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

The Settlement Administrator will handle the process.

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Approval Fairness Hearing has been set for [DATE], 2021 at [TIME] a.m. in Department 22 of the Superior Court of the State of California, County of Stanislaus, located at 800 11th Street, Modesto, CA 95354. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement you may appear at the hearing to object.

18. When will I get money after the hearing?

Your Individual Settlement Payment from the Net Settlement Amount will be paid within approximately 40 days after the Court grants Final Approval of the Settlement, or, if there is any objection to the Settlement that is not withdrawn or if an appeal is filed, then after all rights to appeal expire (assuming that Court approval stands).

GETTING MORE INFORMATION

19. Are more details available?

You may contact the “Settlement Administrator,” which is:

Sharry Bollinger-Felt, et al v. Pacific Bells, LLC - Class Administrator

[CLAIMS ADMIN NAME & INFO]

You may contact Class Counsel:

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
9880 Research Drive, Suite 200
Irvine, CA 92681
Tel.: (949) 387-7200

MELMED LAW GROUP P.C.

MARTIN E. SULLIVAN (SBN 274279)
JONATHAN MELMED (SBN 290218)
1801 Century Park East., Suite 850
Los Angeles, California 90067
Telephone: (310) 824-3828

Please note that Defendant will NOT retaliate against any employee or Class Member for participating or not participating in this Lawsuit. Defendant prohibits retaliation and will not tolerate retaliation against any employee who participates in this Settlement or who chooses not to participate. Defendant’s supervisors and managers of Class Members will not be provided or have access to information pertaining to the identity of Class Members or their choices related to this Settlement.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY DEFENDANT’S MANAGERS OR SUPERVISORS REGARDING THIS NOTICE OR THE LAWSUIT.