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Attorneys for Defendant

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

MANUEL CHAVEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TROPICAL PLAZA NURSERY, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2020-01122820-CU-OE-CXC

*[Assigned for all purposes to the Hon. Peter
Wilson, Dept. CX-102]*

**AMENDMENT TO STIPULATION OF
SETTLEMENT**

Complaint Filed: January 9, 2020
Trial Date: None Set

1 **AMENDMENT TO STIPULATION OF SETTLEMENT**

2 The Stipulation of Settlement (“Settlement Agreement”) entered into and effective as of
3 February 17, 2021, by and between Plaintiff Manuel Chavez (“Plaintiff”), for himself and on
4 behalf of the proposed Settlement Class, and Defendant Tropical Plaza Nursery, Inc.
5 (“Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”), is hereby
6 amended and modified as follows:

7 **Section 3(D)(2):** is hereby deleted and replaced in its entirety with the following “All
8 costs of the Settlement Administrator and settlement administration, which are anticipated to be
9 no greater than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).”
10

11 **Section 7: Settlement Administrator** is hereby deleted and replaced in its entirety with
12 the following: “Defendant will not object to the appointment of Phoenix Settlement
13 Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking
14 permission to pay up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
15 its services from the Gross Settlement Amount. The Settlement Administrator shall be
16 responsible for sending notices and for calculating Settlement Awards and preparing all checks
17 and mailings, calculating Defendant’s share of taxes payable on the wages, and other duties as
18 described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay
19 itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have
20 been mailed to all participating Settlement Class members. The Settlement Administrator shall
21 also give notice of final judgment by posting the final judgment to its website.
22

23 **Section 9(D):** **Objections** is hereby deleted and replaced in its entirety with the
24 following “Settlement Class members who do not request exclusion may object to this Settlement
25 Agreement as explained in the Class Notice by filing a written objection with the Settlement
26 Administrator (who shall serve all objections as received on Class Counsel and Defendant’s
27 counsel via e-mail, as well as file all such objections with the Court). Defendant’s counsel and
28 Class Counsel shall file any responses to objections no later than the deadline to file the Motion

1 for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final
2 Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten
3 (10) days from the date of service of the objections by the Settlement Administrator to file a
4 response to the objections. All objections should contain the objecting Settlement Class member's
5 full name and current address, as well as contact information for any attorney representing the
6 objecting Settlement Class member for purposes of the objection. Settlement Class members may
7 also appear at the final approval hearing to orally object, even if they have not submitted a written
8 objection.

9
10 **Section (9)(E): Notice of Estimated Settlement Award / Disputes** is hereby deleted and
11 replaced in its entirety with the following: "Each Notice Packet mailed to a Settlement Class
12 member shall disclose the amount of the Settlement Class member's estimated Settlement Award
13 as well as all of the information that was used from Defendant's records in order to calculate the
14 Settlement Award, including the Settlement Class member's number of Workweeks worked
15 during the Class Period, whether the Settlement Class member's employment with Defendant
16 ended during the time period of January 9, 2017 to the date of preliminary approval, and the
17 number of workweeks worked from January 9, 2019 to the date of preliminary approval.
18 Settlement Class members will have the opportunity, should they disagree with Defendant's
19 records regarding the information stated in the Notice of Estimated Settlement Award, to provide
20 documentation and/or an explanation to show contrary information. Any such dispute, including
21 any supporting documentation, must be mailed to the Settlement Administrator and postmarked
22 by the Response Deadline. The Parties shall file all disputes submitted by Settlement Class
23 members, along with any evidence submitted and any initial determination by the Settlement
24 Administrator, with the Court. If there is a dispute, the Settlement Administrator will consult with
25 the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall
26 initially determine the eligibility for, and the amounts of, any Settlement Awards under the terms
27 of this Settlement Agreement. However, the Court shall have the right to review the Settlement
28 Administrator's initial determination, and the Court shall make the final determination regarding

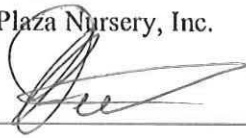
1 the eligibility for and amount of any Settlement Award, and the Court's determination shall be
2 binding upon the Settlement Class member and the Parties."

3 In all other respects, the Settlement Agreement entered into on or about February 17, 2021
4 remains unchanged and in full force and effect.

5 **AGREED TO AND ACCEPTED.**

6
7 DATED: May 4, 2021

Tropical Plaza Nursery, Inc.

8
9 By: 

10 DATED:

Manuel Chavez

11 **May 3, 2021**



12 By: Manuel Chavez (May 3, 2021 11:33 PDT)
13 Plaintiff and Settlement Class Representative

14 **APPROVED AS TO FORM:**

15
16 DATED: May 4, 2021

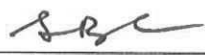
WALRAVEN & WESTERFELD, LLP

17
18 By: 

19 Brian Selvan
Attorneys for Defendant

20 DATED: *May 3, 2021*

HAINES LAW GROUP, APC

21
22 By: 

23 Paul K. Haines
24 Sean M. Blakely
25 Attorneys for Plaintiff
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27
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