

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Named Plaintiff

JAMES E. HART (SBN 194168)
MIKO SARGIZIAN (SBN 285976)
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, California 92612
Telephone: (949) 705-300
Facsimile: (949) 724-1201

Attorneys for Defendant

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

ALEXANDER HERNANDEZ, individually,
and on behalf of other members of the
general public similarly situated;

Named Plaintiff,

v.

SAINT- GOBAIN PERFORMANCE
PLASTICS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No. 30-2020-01142388 CU-OE-CXC

Assigned for All Purposes to
Honorable Randall J. Sherman
Department CX-105

**FIRST AMENDMENT TO THE JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

Action Filed: June 11, 2020
FAC Filed: April 2, 2021
Trial Date: None Set

1 This First Amendment to Joint Stipulation of Class Action and PAGA Settlement and
2 Release is entered into by Named Plaintiff Alexander Hernandez (“Named Plaintiff”) on his own
3 behalf and on behalf of all members of the Class, as defined below, on the one hand, and
4 Defendant Saint-Gobain Performance Plastics Corporation (“Defendant”) on the other.

5 **RECITALS**

6 1. On or about April 28, 2021, the Parties fully executed a JOINT STIPULATION
7 OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE (“Agreement”),
8 representing the long-form agreement to be submitted to the Court for approval.

9 2. On April 28, 2021, Named Plaintiff submitted the Agreement to the Court for
10 Approval, which was set for hearing on May 28, 2021.

11 3. On or about May 28, 2021, the Court ordered the Parties to modify portions of the
12 Agreement as well as provide supplemental information for the Court’s review and continued
13 Named Plaintiff’s Motion for Preliminary Approval of Class Action Settlement to July 9, 2021.

14 4. Thereafter, the Parties met and conferred, and agreed to modify certain portions
15 of the Stipulation consistent with the Court’s order.

16 **STIPULATION**

17 **1. Paragraph 16 shall now read as follows:**

18 “Gross Settlement Amount” or “GSA” means a fixed total payment of Two Million, Four
19 Hundred Thousand Dollars and Zero Cents (\$2,400,000.00), payable by Defendant under this
20 Agreement, which shall satisfy all outstanding and awarded Settlement Payments, PAGA
21 Payments, attorneys’ fees and costs awarded to Class Counsel, the Named Plaintiff’s
22 enhancement awards as awarded by the Court, outstanding payments to the SA as approved by
23 the Court for settlement administration costs, and the payment to the LWDA.

24 **2. Paragraph 31 shall now read as follows:**

25 Settled Claims. “Settled Claims” means any and all claims alleged in the Complaint or
26 which could have been alleged in the Complaint based on the allegations, facts, matters,
27 transactions or occurrences alleged therein, and shall specifically include without limiting the
28 generality thereof all causes of action listed in the Complaint. The release of the foregoing claims,

1 extends to all theories of relief regardless of whether the claim is, was or could have been alleged
2 as separate claims, causes of action, lawsuits or based on other theories of relief, whether under
3 California law, state law or common law (including, without limitation, as violations of the
4 California Labor Code, the Wage Orders, applicable regulations, and California's Business and
5 Professions Code Section 17200). "Settled Claims" includes all types of relief available for the
6 above-referenced claims, including, without limitation, any claims for damages, restitution,
7 losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief,
8 declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it
9 covers and bars as a matter of law each and every Class Member other than those who have opted
10 out from asserting any Settled Claims in the future.

11 06/17/2021

12 DATE: _____

Alexander Hernandez

13 ALEXANDER HERNANDEZ
14 NAMED PLAINTIFF AND CLASS
15 REPRESENTATIVE

16 DATE: 6/22/21

Jean Angus

17 JEAN ANGUS
18 Authorized Representative For Defendant SAINT-
19 GOBAIN PERFORMANCE PLASTICS
20 CORPORATION

21 APPROVED AS TO FORM AND CONTENT:

22 JUSTICE LAW CORPORATION

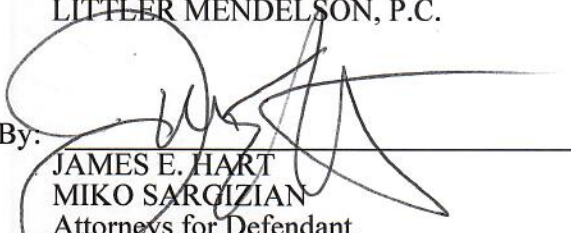
23 DATE: 6/17/21

Douglas Han

24 DOUGLAS HAN
25 SHUNT TATAVOS-GHARAJEH
26 HAIG HOGDANIAN
27 Attorneys for Named Plaintiff
28 ALEXANDER HERNANDEZ

1 DATE: June 22, 2021

LITTLER MENDELSON, P.C.

2
3 By: 

JAMES E. HART

MIKO SARGIZIAN

Attorneys for Defendant

SAINT-GOBAIN PERFORMANCE PLASTICS
CORPORATION

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

PROOF OF SERVICE