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7 Attorneys for Plaintiffs Joel Vasquez and Angelica Barcelon, individually,
8 and on behalf of all others similarly situated.

9 *[Additional counsel listed on following page]*

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

13 JOEL VASQUEZ, individually and on behalf of
14 all others similarly situated,

15 Plaintiffs,

16 vs.

17 HOLLYBROOK MONTECITO OPERATIONS,
18 LLC; and DOES 1 through 20, inclusive,

19 Defendants.

Case No. 30-2020-01139787-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Dept. CX105

AMENDMENTS TO JOINT
STIPULATION OF SETTLEMENT

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15 *Attorneys for Defendants:*
16 HOLLYBROOK MONTECITO OPERATIONS, LLC;
17 HOLLYBROOK OPERATIONS, INC.

1 Named Plaintiffs Joel Vasquez and Angelica Barcelon (“Named Plaintiffs”) and the Class
2 Members, on the one hand, and Defendant Hollybrook Montecito Operations, LLC (“Hollybrook”
3 or “Defendant”), on the other hand, pursuant to Section 6.01 of the Joint Stipulation of Settlement
4 (“Agreement” or “Settlement”), hereby agree to amend the Agreement as stated herein. The changes
5 made are in bold, but do not include the headings and subheadings herein. All other terms of the Joint
6 Stipulation of Settlement not amended herein shall remain in full force and effect. The amendments
7 stated herein are incorporated in the Agreement by this reference:

8 **ARTICLE I is hereby amended to State:**

9 ii. “Released PAGA Claims” means all claims **that arose during the PAGA Period** for
10 penalties, costs, expenses, attorneys’ fees, causes of action, and obligations of every kind and nature
11 in law or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed,
12 contingent or accrued, that were or could have reasonably been alleged based upon the facts pleaded
13 in the Action and the PAGA claim notice that Plaintiff Vasquez provided to the LWDA prior to
14 commencing the Action asserted through California Labor Code §§ 2698, et seq. (PAGA).

15
16 **Section 3.04(b) is hereby amended to State:**

17 **b. Requests for Exclusion from Class**

18 In order for any Class Member to validly exclude himself or herself from the Class and this
19 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
20 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
21 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
22 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
23 contain an Opt-Out Form substantially in the form attached hereto as **Exhibit B**. The date of the
24 initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked,
25 shall be conclusively determined according to the records of the Settlement Administrator. Any Class
26 Member who timely and validly requests exclusion from the Class and this Settlement will not be
27 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
28 Agreement, and will not have any right to object, appeal, or comment thereon. **Any Class Member**

1 who is also a PAGA Group Member will still receive their Individual PAGA Settlement
2 Amount and will still be bound by the Released PAGA Claims set forth in Section 5.02 even if
3 they opt out of this Settlement. PAGA Group Members cannot opt out of the PAGA portion of
4 the settlement.

5
6 Section 3.06(f) is hereby amended to State:

7 f. Payment of Individual Settlement Payments to Participating Class Members and
8 PAGA Group Members

9 Each Individual Settlement Payment will represent wages and penalties allocated using the
10 following formula: 33 $\frac{1}{3}$ % allocated to wages; 66 $\frac{2}{3}$ % allocated to interest and penalties.
11 Payments for the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid
12 as wages shall be subject to all tax withholdings customarily made from an employee's wages and
13 all other authorized and required withholdings and shall be reported by W-2 forms. The employer-
14 side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts
15 paid as penalties and interest shall be subject to all authorized and required withholdings other than
16 the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099
17 forms.

18
19 EXECUTION BY PARTIES AND COUNSEL

20 The Parties and their counsel hereby execute this Agreement.

21
22 Dated: Dec 5, 2023

JOEL VASQUEZ

23
24 By: 
25 joel.vasquez@att.com (Dec 5, 2023 14:58 PST)
26 Named Plaintiff

27
28 Dated: Dec 5, 2023

ANGELICA BARCELON

By: 
Angelica Barcelon (Dec 5, 2023 15:35 PST)
Named Plaintiff

1 Dated: December 4, 2023
2 _____

HOLLYBROOKMONTECITO
OPERATIONS, LLC

3 By: _____
4 (Signature)

Jill Saperstein

5 (Printed Name)

6 Secretary of Hollybrook Operations, Inc.,
as sole member

7 (Title)

8
9 **APPROVED AS TO FORM ONLY:**

10
11 Dated: 12/5/2023
12 _____

AEGIS LAW FIRM, PC

13 By: _____
14 Kashif Haque
15 Kristy R. Connolly

16 Attorneys for Named Plaintiffs Joel
Vasquez and Angelica Barcelon

17
18 Dated: 12/4/2023
19 _____

GIBSON, DUNN & CRUTCHER LLP

20 By: _____
21 Katherine V.A. Smith

22 Attorneys for Defendants Hollybrook
Montecito Operations, LLC