

-JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
Sydney S. Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for PLAINTIFFS

(SEE ADDITIONAL COUNSEL ON NEXT PAGE)

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

**LAZ PARKING WAGE AND HOUR
CASES**

Included actions:

AVITIA v.
LAZ PARKING CALIFORNIA, LLC

PENA v.
LAZ PARKING CALIFORNIA LLC

BELTRAN v.
LAZ PARKING CALIFORNIA, LLC

Case No. JCCP5183

**AMENDMENT NO. 1 TO THE
STIPULATION OF SETTLEMENT OF
PAGA CLAIMS AND RELEASE OF PAGA
CLAIMS**

Superior Court for the County of San Diego
Case No.: 37-2020-00030133-CU-OE-CTL

Superior Court for the County of Los Angeles
Case No.: 21STCV02345

Superior Court for the County of Alameda
Case No.: RG21086732

Judge: Sturgeon
Dept.: 67

ACKERMANN TILAJEF, P.C.

Craig J. Ackermann, Esq.
Sam Vahedi, Esq.
1180 South Beverly Drive, Suite 610
Los Angeles, CA 90035
Tel: 310-277-0614
Fax: 310-277-0635
cja@ackermanntilajef.com
sv@ackermanntilajef.com
jb@ackermanntilajef.com

Counsel for Plaintiff Brigido Beltran

TATIANA HERNANDEZ, ESQ.

Law Office of Tatiana Hernandez, P.C.
1180 South Beverly Drive, Suite 610
Los Angeles, CA 90035
Tel: 213-909-4248
Fax: 310-388-0639
tatiana@thlawpc.com

Counsel for Plaintiff Brigido Beltran

STEVEN M. SWEAT, APC

Steven M. Sweat, Esq.
11500 West Olympic Blvd., Suite 400
Los Angeles, CA 90064
Tel: (323) 944-0993
ssweat@stevensweatapc.com

Counsel for Plaintiff Sergio Pena

THE LEVINE FIRM, APC

Olesia A. Boulaev, Esq.
Eric D. Levine, Esq.
280 South Beverly Drive, Suite 203
Beverly Hills, CA 90212
Tel: (310) 859-9911
Fax: (310) 859-7774
olesia@ericlevinelaw.com
Eric@EricLevineLaw.com

Counsel for Plaintiff Sergio Pena

JACKSON LEWIS P.C

Melissa D. Owens, Esq.
Stephanie A. Kierig, Esq.
Robert Vogel, Esq.
Connie Chen, Esq.
225 Broadway, Suite 2000
San Diego, CA 92101
T: 619-573-4900
F: 619-573-4901
melissa.owens@jacksonlewis.com
stephanie.kierig@jacksonlewis.com
Robert.vogel@jacksonlewis.com
Connie.chen@jacksonlewis.com

Other Service:

Jamie.McInelly@jacksonlewis.com
Sherry.Shapiro@jacksonlewis.com
Vanessa.Preciado@jacksonlewis.com
Ece.Townsend@jacksonlewis.com

Counsel for Defendant LAZ PARKING

CALIFORNIA, LLC

1 This Amendment No. 1 to the Stipulation of Settlement of PAGA Claims and Release of
2 PAGA Claims ("Settlement Agreement") entered into by Plaintiffs HECTOR AVITIA, BRIGIDO
3 BELTRAN, and SERGIO PENA ("Plaintiffs"), individually and on behalf of the Aggrieved
4 Employees, and Defendant LAZ PARKING CALIFORNIA, LLC ("Defendant").

5
6 **RECITALS**

7 WHEREAS, on or about June 30, 2022, Plaintiffs and Defendant (collectively the "Parties")
8 entered into the Settlement Agreement.

9 WHEREAS, the Settlement Agreement at ¶ I(O) defines the PAGA Period as the period
10 between August 26, 2019, to April 22, 2022.

11 WHEREAS, at the time of mediation, Defendant estimated that there were approximately
12 168,107 Projected Pay Periods worked during the period of October 25, 2019, through February 25,
13 2022. (Settlement Agreement at ¶ III(A)(2)).

14
15 WHEREAS, the Settlement Agreement at ¶ III(A)(2) requires Defendant to provide to
16 Plaintiffs' Counsel a declaration under penalty of perjury confirming the number of Pay Periods
17 worked during the PAGA Period.

18 WHEREAS, the Settlement Agreement at ¶ III(A)(2) provides that if at the time of submission
19 of the declaration to Plaintiff's Counsel the pay periods during the PAGA Period exceeds more than
20 15% of the number of estimated Projected Pay Periods at the time of mediation, either (a) the Gross
21 Settlement Amount will increase proportionally or (b) at Defendant's discretion, the Parties will agree
22 to an earlier ending of the PAGA Period (August 26, 2019, to April 22, 2022).

23
24 WHEREAS, on July 26, 2022, Defendant's employee, Magdalene DiPaolo, submitted the
25 attached declaration under penalty of perjury to Plaintiffs' Counsel providing that there were
26 approximately 190,115 Pay Periods worked between August 26, 2019, and March 11, 2022. (See
27 Exhibit #1.)
28

1 WHEREAS, the Settlement Agreement at ¶ III(Q) permits the Parties to amend or modify the
2 Settlement Agreement, by a signed written instrument, subject to Court approval.

3 WHEREAS, the Parties now desire to change, alter, or modify ¶ I(O) of the Settlement
4 Agreement though this Amendment No. 1 to the Settlement Agreement.

5 WHEREAS, the Parties now desire to change, alter, or modify ¶ III(A)(2) of the Settlement
6 Agreement through this Amendment No. 1 to the Settlement Agreement.

7 NOW THEREFORE, the Parties agree to amend the Settlement Agreement as follows:

8 AMENDMENT

9
10 1. The Parties hereby agree to change, alter, and modify ¶ I(O) of the Settlement
11 Agreement in its entirety as follows:

12 “O. ‘PAGA Period’ means the period between August 26, 2019 to
13 ~~April 22, 2022~~ *March 11, 2022.*”

14 2. The Parties hereby agree to change, alter, and modify ¶ III(A)(2) of the Settlement
15 Agreement in its entirety as follows:

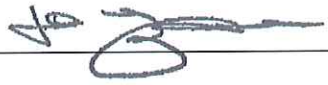
16 “2. ‘Number of Aggrieved Employees and Pay Periods.’ At the time
17 of mediation, Defendant estimated that there were 9,754 Aggrieved
18 Employees that collectively worked approximately 168,107 Pay Periods
19 (“Projected Pay Periods”) during the period of October 25, 2019 through
20 February 25, 2022. In support of the motion for PAGA approval,
21 Defendant has provided a declaration under penalty of perjury
22 confirming the number of Aggrieved Employees and Pay Periods they
23 worked during the PAGA Period exceed more than 15% of the number of
24 Pay Periods stated above and, as a result, ~~either (a) the Gross Settlement~~
25 ~~Amount will increase proportionally, or (b) at Defendant’s discretion, the~~
26 Parties agree to an earlier March 11, 2022 end of the PAGA Period than
27 that initially set forth in Section I(O).”
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: August 17, 2022

JCL LAW FIRM, A.P.C.

By: 

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: August 17, 2022

ZAKAY LAW GROUP, A.P.L.C.

By: 

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: 8/18/2022

JACKSON LEWIS, P.C.

By: 

Attorneys for Defendant

4865-2502-8910, v. 1