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Attorneys for Plaintiff

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

ROBERTO UMLAS, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

12232 CHAPMAN AVE., INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 30-2020-01175180-CU-OE-CXC

**AMENDMENT TO PAGA SETTLEMENT
AGREEMENT**

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange (“Court”), Plaintiff Roberto Umlas (“Plaintiff”) and Defendant 12232 Chapman Ave., Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby amend the PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) reached in the action entitled *Roberto Umlas v. 12232 Chapman Ave., Inc.*, Case No. 30-2020-01175180-CU-OE-CXC (Orange County Superior Court) (the “Action”) as follows:

Paragraph 5 of the Settlement Agreement is amended as follows: "Maximum Settlement Amount" means the minimum settlement amount of \$82,050 to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action, which includes all payments to Aggrieved Employees, Plaintiff, Plaintiff's Counsel, the LWDA, and the Settlement Administrator. In other words, the Parties understand and agree that it will pay at least \$82,050 to settle this action. Defendant has represented that it issued 3,282 wage statements which included payment of overtime and/or double time wages during the PAGA Period. In the event that this number of such wage statements ends up being higher than 10%, i.e., 328 wage statements for a total of 3,610 during the PAGA Period, Defendant shall proportionately increase the Maximum Settlement Amount by an equal percentage.

Paragraph 11 of the Settlement Agreement is amended as follows: "Settled Claims" means any and all claims for PAGA civil penalties, inclusive of attorneys' fees and/or costs arising from Defendant's alleged violation of Labor Code §§ 201-203, 226(a) and 227.3 as alleged in Plaintiff's operative First Amended Complaint, or that could be asserted based on the facts alleged in the First Amended Complaint that arose during the PAGA Period, including penalties under Labor Code § 226.3.

Paragraph 22 of the Settlement Agreement is amended as follows: Settled Claims. Upon the Date of Settlement Payments, Plaintiff and all Aggrieved Employees, and the State of California, including any purported representative or proxy thereof, will release and may be forever barred, as a matter of law, from pursuing against Defendant the Settled Claims.

PLAINTIFF

Dated: 5/24/2021

DocuSigned by:



Roberto Umias

DEFENDANT

12232 CHAPMAN AVE, INC.

Dated: May 18, 2021

By: 

Print Name: Simcha Mandelbaum

Title: Authorized Representative

APPROVED AS TO FORM

Dated: May 18, 2021

HYUN LEGAL, APC

By: 

Dennis Hyun
Attorneys for Plaintiff
ROBERTO UMLAS

Dated: May 18, 2021

DE CASTRO LAW GROUP, P.C.

By: 

José-Manuel A. de Castro
Attorneys for Defendant 12232 Chapman Ave., Inc.