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

MICHAEL VEGA, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

RIEBE'S AUTO PARTS, LLC, a Georgia
limited liability company; RIEBE'S
AUTOMOTIVE SUPPLY, INC., a California
corporation; BI WAREHOUSING, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 34-2021-00293414-CU-OE-GDS

Assigned to the Hon. Lauri A. Damrell

**ADDENDUM TO JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

**ADDENDUM TO THE JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND RELEASE**

This addendum (“Addendum”) to the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) is made and entered into by and between Plaintiffs Michael Vega and Ruben Ruiz (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of the proposed Settlement Class, and Defendants Riebe’s Auto Parts, LLC; Riebe’s Automotive Supply, Inc.; and BI Warehousing, Inc. (“Defendants”) (collectively with Plaintiffs, the “Parties”), pursuant to Paragraph 72 of the Settlement Agreement.

This Addendum incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Addendum amends, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Settlement will be interpreted and construed in favor of this Addendum.

RECITALS

As provided by Paragraph 32 of the Settlement Agreement, on August 16, 2022, Plaintiff Vega submitted an amended PAGA letter to the LWDA identifying Genuine Parts Company as an additional defendant.¹

Following the 65-day statutory period under PAGA, on November 22, 2022, Plaintiff Vega filed the Second Amended Complaint (“SAC”) for settlement purposes pursuant to Paragraph 32. (ROA # 98.) The SAC adds Genuine Parts Company as a co-defendant and Ruben Ruiz as a co-plaintiff.

Amended Paragraph 1: “Actions” means the following lawsuits:

(a) *Vega v. Riebe’s Auto Parts, LLC*, No. 34-2021-00293414-CU-OE-GDS (Sacramento County Superior Court) commenced on January 29, 2021, which alleges the following violations of the California Labor Code and Business & Professions Code: (1) California Labor Code Sections 510 and 1198 (unpaid overtime); (2) California Labor Code Sections 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) California Labor Code Sections 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) California Labor Code Sections 226.7, 516, and 1198 (failure to authorize and

¹ The scope of the allegations in the letter do not extend beyond Riebe’s Auto Parts locations, or include employees who have not worked at such locations.

1 permit rest periods); (5) California Labor Code Sections 226(a), 1174(d), and 1198 (non-compliant wage
 2 statements and failure to maintain payroll records); (6) California Labor Code Sections 201 and 202
 3 (wages not timely paid upon termination); (7) California Labor Code Section 204 (failure to timely pay
 4 wages during employment); (8) California Labor Code Section 2802 (unreimbursed business expenses);
 5 (9) California Labor Code Section 2698, *et seq.* (PAGA civil penalties)); (10) California Business &
 6 Professions Code Section 17200, *et seq.* (unlawful business practices); and (11) California Business &
 7 Professions Code Section 17200, *et seq.* (unfair business practices).

8 (b) *Ruiz v. Riebe's Automotive Supply, Inc.*, No. S-CV-0047043 (Placer County Superior
 9 Court) (“*Ruiz Action*”) commenced on July 23, 2021, which alleges the following violations of the
 10 California Labor Code and Business & Professions Code: (1) California Labor Code Sections 510 and
 11 1198 (unpaid overtime); (2) California Labor Code Sections 226.7 and 512(a) (unpaid meal period
 12 premiums); (3) California Labor Code Section 226.7 (unpaid rest period premiums); (4) California
 13 Labor Code Sections 1194, 1197, and 1197.1 (unpaid minimum wages); (5) California Labor Code
 14 Sections 201 and 202 (final wages not timely paid); (6) California Labor Code Section 204 (wages not
 15 timely paid during employment); (7) California Labor Code Section 226(a) (non-compliant wage
 16 statements); (8) California Labor Code Section 1174(d) (failure to keep requisite payroll records); (9)
 17 California Labor Code Sections 2800 and 2802 (unreimbursed business expenses); (10) California
 18 Business & Professions Code Section 17200, *et seq.*

19 **Amended Paragraph 25:** “Released Class Claims” means all claims, rights, demands,
 20 liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as
 21 those set forth in the operative Second Amended Complaint during the Class Period, including: (i) all
 22 claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid
 23 minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the
 24 preceding claims; (v) all claims for the failure to timely pay wages during employment based on the
 25 preceding claims; (vi) all claims for the failure to reimburse for necessary business expenses; (vii) all
 26 claims for wage statement violations based on the preceding claims; and (viii) all claims asserted through
 27 California Business & Professions Code §§ 17200, *et seq.*

28 **Amended Paragraph 26:** “Released PAGA Claims” means all claims for civil penalties under

California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiff Michael Vega’s LWDA letters (*see* LWDA-CM-823241-21) and/or the Second Amended Complaint during the PAGA Period.

Amended Paragraph 33—Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) into a Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay the employer’s share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payments; (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the employers’ share of payroll taxes by the latter of: (a) thirty (30) calendar days after the Effective Date, or (b) fifteen (15) calendar days after the dismissal of the *Ruiz* Action, whichever is later (“Funding Date”).

Amended Paragraph 68—Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator’s website. Ruiz shall immediately dismiss the *Ruiz* Action within three (3) Court days following the Effective Date. Ruiz shall not take any further action to prosecute the *Ruiz* Action prior to its dismissal, unless the settlement contemplated by this Agreement is not approved by the Court and all efforts in furtherance of approval have been exhausted. Plaintiff and Defendants in that case shall jointly seek a stay of proceedings to the extent necessary. Defendants’ obligation to fund the Gross Settlement Amount will not be triggered until the *Ruiz* Action is dismissed. For the avoidance of doubt, the Parties acknowledge that the Court does not have jurisdiction over the *Ruiz* Action, however, Parties acknowledge that all orders issued by the Court relating to the Parties’ Settlement are within the scope of the Court’s jurisdiction over all Parties and claims in the action pending before it, the *Vega*

Action, including over Plaintiff Ruben Ruiz, who, as of the filing of the SAC (ROA # 98), is now a named plaintiff in the *Vega* Action.

IT IS SO STIPULATED.

Dated: 12/12/2022

PLAINTIFF

DocuSigned by:

Michael Vega

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MICHAEL VEGA

Dated: 12/12/2022

PLAINTIFF

Electronically Signed

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Ruben Ruiz

Nintex AssureSign®

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RUBEN RUIZ

DEFENDANT

Dated: _____

Christopher T. Galla
Vice President & General Counsel
GENUINE PARTS COMPANY

DEFENDANT

Dated: _____

Christopher T. Galla
Vice President & General Counsel
RIEBE'S AUTO PARTS, LLC and RIEBE'S
AUTOMOTIVE SUPPLY, INC.

DEFENDANT

Dated: _____

Bart Riebe
BI WAREHOUSING, INC.

1 Action, including over Plaintiff Ruben Ruiz, who, as of the filing of the SAC (ROA # 98), is now a
2 named plaintiff in the *Vega* Action.

3
4 **IT IS SO STIPULATED.**

PLAINTIFF

5
6 Dated: _____

MICHAEL VEGA

7
8 **PLAINTIFF**

9 Dated: _____

RUBEN RUIZ

10
11 **DEFENDANT**

12 Dated: _____

Christopher T. Galla
Vice President & General Counsel
GENUINE PARTS COMPANY

15
16 **DEFENDANT**

17 Dated: _____

Christopher T. Galla
Vice President
RIEBE'S AUTO PARTS, LLC and RIEBE'S
AUTOMOTIVE SUPPLY, INC.

20
21 **DEFENDANT**

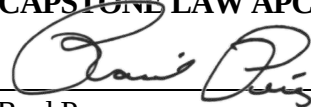
22 Dated: _____

Bart Riebe
BI WAREHOUSING, INC.

APPROVED AS TO FORM

Dated: December 12, 2022

CAPSTONE LAW APC

By: 

Raul Perez
Attorneys for Plaintiff Michael Vega

Dated: December 13, 2022

LAWYERS FOR JUSTICE, PC

By: 

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Joanna Ghosh
Arby Aiwarzian
Attorneys for Plaintiff Ruben Ruiz

Dated: December 13, 2022

HAWKINS PARNELL & YOUNG, LLP

By: 

Khaled Taqi-Eddin
Attorneys for Defendants Genuine Parts Company,
Riebe's Auto Parts, LLC; Riebe's Automotive
Supply, Inc.; and BI Warehousing, Inc.