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Attorneys for Defendant
THE CALIFORNIA HOME FOR THE AGED, INC.

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

LORENA VIDAL and VANESSA PENA-
LEON, in their representative capacity and on
behalf of all other aggrieved employees,

Plaintiffs,

vs.

THE CALIFORNIA HOME FOR THE AGED
INC. dba California Armenian Home, a
California corporation, and Does 1 through 50,
inclusive,

Defendants.

Case No.: 21CECG02976

***Assigned for all purposes to the Honorable
Judge Jeffrey Y. Hamilton, Jr., Dept. 503***

**AMENDMENT TO JOINT STIPULATION
OF PAGA SETTLEMENT AND RELEASE**

Complaint filed: August 09, 2021

1 **AMENDMENT TO JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE**

2 Plaintiffs Lorena Vidal and Vanessa Pena-Leon (the “Representative Plaintiffs”), on behalf of
3 themselves and in their capacity as PAGA representatives, and Defendant The California Home for
4 the Aged, Inc., (“Defendant”), by and through their counsel of record, hereby stipulate as follows,
5 subject to Court approval:

6 1. All terms referenced herein shall be defined as they are defined in the Joint Stipulation
7 of PAGA Settlement and Release (“Settlement Agreement”) that was fully executed on April 11,
8 2023, except as specifically modified below.

9 2. Paragraph 1.1 of the “Definitions” section of the Settlement Agreement, with the sub-
10 heading “1.1 Alleged Claims” is amended [as indicated with *italics*] to read as follows: “shall mean,
11 in the broadest sense possible, the claims that alleged based upon the factual allegations in the
12 Complaint filed in this lawsuit (the “Action”), or arising out of the same nucleus of operative facts.
13 The Alleged Claims are penalties under the Private Attorneys General Act of 2004 (“PAGA”) for the
14 following violations: (1) failure to pay wages (Cal. Labor Code §§ 200, 218, 218.5 & 1194); (2)
15 failure to pay overtime wages (Cal. Labor Code §§ 218, 510 & 1194); (3) failure to provide complete
16 and accurate wage statements (Cal. Labor Code §§ 226 & 1174); (4) failure to timely pay wages and
17 failure to timely pay wages due upon separation or termination (Cal. Labor Code §§ 201-204); (5)
18 failure to provide meal and rest breaks (Cal. Labor Code §§ 226.7, 512, and 1198); (6) failure to pay
19 minimum wage (Cal. Labor Code §§ 1194, 1197, 1197.1); and (7) failure to reimburse work expenses
20 (Cal Labor Code §§ 2800, 2802) during the relevant period of August 27, 2020 through June 09,
21 2023.

22 3. Paragraph 1.9 of the “Definitions” section of the Settlement Agreement, with the sub-
23 heading “1.9 PAGA Members” is amended to read as follows: “means any hourly-paid or non-exempt
24 individual employed by Defendant for at least one day between the dates of August 27, 2020 and June
25 09, 2023.

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27 ///

1 4. Paragraph 1.10 of the "Definitions" section of the Settlement Agreement, with the sub-
2 heading "1.10 Relevant Period" is amended to read as follows: "is August 27, 2020 and June 09,
3 2023.

4 **IT IS SO AGREED:**

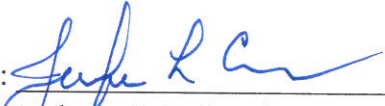
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6 Dated: Sep. 27, 2023

WHITEHEAD EMPLOYMENT LAW

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8 By: 
9 Jacob N. Whitehead
10 Counsel for Representative Plaintiffs and All
11 Aggrieved Employees

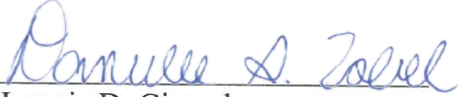
12 Dated: 10/02, 2023

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14 By: 
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16 Jennifer L. Connor
17 Counsel for Representative Plaintiffs
18 and All Aggrieved Employees

19 Dated: Oct. 2, 2023

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22 Danielle S. Zobel
23 Counsel for Defendant
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