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6 *Attorneys for Plaintiff, individually and on behalf of all others similarly situated*

7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **ORANGE COUNTY SUPERIOR COURT**

10 CUAUHTÉMOC JIMENEZ CASTILLO,
11 individual and class representative on behalf
12 of himself and all other similarly situated
non-exempt former and current employees,

13 Plaintiff,

14 vs.

15 PACIFIC WEST MAINTENANCE, INC.
16 WHICH WILL DO BUSINESS IN
CALIFORNIA AS PACIFIC FLOOR
17 CARE INC., a Nevada Corporation;
NORTHGATE GONZALEZ, LLC, a
18 California Limited Liability Company;
NORTHGATE GONZALEZ MARKETS,
19 INC., a California Corporation; SUPER
CENTER CONCEPTS, INC. dba
20 SUPERIOR GROCERS, a California
Corporation; JORGE ALMEIDA, an
21 individual; and DOES 1 through 100,
inclusive,

22 Defendants.

Case No.: 30-2021-01203549-CU-OE-XC

CLASS ACTION

[Assigned to the Hon. David A. Hoffer, Dept.
CX103, for all purposes]

**AMENDMENT TO JOINT STIPULATION
OF CLASS ACTION SETTLEMENT**

Complaint Filed: May 27, 2021

1 This Amendment to Joint Stipulation of Class Action Settlement (“Amendment”) is made
2 and entered into by Plaintiff CUAUHTÉMOC JIMENEZ CASTILLO (“Plaintiff”), on the one
3 hand, and Defendants PACIFIC WEST MAINTENANCE, INC. WHICH WILL DO BUSINESS
4 IN CALIFORNIA AS PACIFIC FLOOR CARE INC., a Nevada Corporation (“Pacific”);
5 NORTHGATE GONZALEZ, LLC, a California Limited Liability Company; NORTHGATE
6 GONZALEZ MARKETS, INC., a California Corporation; SUPER CENTER CONCEPTS, INC.
7 dba SUPERIOR GROCERS, a California Corporation; JORGE ALMEIDA, an individual
8 (collectively, “Defendants”) (Plaintiff and Defendants referred to jointly as the “Parties”), on the
9 other hand, with reference to the following facts:

10 WHEREAS, on or about October 22, 2024, the Parties fully executed a Joint Stipulation of
11 Class Action Settlement (“Settlement Agreement”) in the above-referenced matter;

12 WHEREAS, on or about December 6, 2024, Plaintiff filed the Settlement Agreement with
13 the Court in connection with Plaintiff’s Motion for Preliminary Approval, which was set for
14 hearing on April 11, 2025;

15 WHEREAS, the Court’s Tentative Ruling on Plaintiff’s Motion for Preliminary Approval
16 of Joint Stipulation of Class Action Settlement addressed concerns with the Settlement Agreement,
17 as follows:

- 18 a. The Class Released Claims include a release of Labor Code Sections 403, 404, and
19 1102.5 but these statutes were not identified in the operative complaint;
- 20 b. The PAGA Released Claims include a release of Labor Code Sections 403, and 404
21 but those statutes were not identified in Plaintiff’s letters to the LWDA or the
22 operative complaint;
- 23 c. The allocation of only 20% of the class action portion of the settlement payments
24 for wages appears to be low;
- 25 d. The settlement states that the administrator will resolve any workplace disputes. The
26 Court should ultimately decide any unresolved disputes;
- 27 e. Language requiring class members to defend and indemnify Defendants is
28 improper;

1 f. Counsel need to explain how settlement payments will be made ot class Members
2 within 21 days after the Effective Date, when Defendants’ payments are over 16
3 months;

4 WHEREAS, pursuant to paragraph IX. G. of the Settlement Agreement (which allows
5 modification with signatures of counsel only), the Parties have agreed to amend the Settlement
6 Agreement solely to the extent set forth in this Amendment to address the Court’s concerns and
7 address them in the order presented in the Court’s tentative ruling;

8 NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

9 1. The Definition of “Class Released Claims” in section I. Settlement Agreement shall be
10 amended as follows:

11 “Class Released Claims” means all claims which Plaintiff, the Class, and/or any Class
12 Member had, may claim to have, or could have asserted against any of the Released
13 Parties, for any and all federal, state and local demands, rights, liabilities, claims and/or
14 causes of action of every nature and description whatsoever, known or unknown, that
15 are alleged in the Action, or could have been alleged in the Action based upon the facts
16 alleged prior to the Court’s approval of this Settlement, arising out of, relating to, or in
17 connection with any act or omission by or on the part of any or all of the Defendants,
18 including but not limited to Defendants’ alleged failure to provide meal and rest breaks
19 or pay premium pay in lieu thereof, pay overtime wages, pay minimum wages, pay all
20 wages during employment, pay all wages due to discharged employees, furnish
21 accurate itemized wage statements, maintain required employee records, and indemnify
22 employees for business expenses, and any and all federal, state, and local laws, statutes,
23 regulations, ordinances, codes, including any and all violations of Labor Code sections
24 201-204, 210, 226, 226.2, 226.7, ~~403, 404~~, 510, 512, 558, ~~1102.5~~, 1174, 1174.5, 1194,
25 1194.2, 1197, 1197.1, 1198, 1198.5, 1198.12, and 2802, Cal. Bus. & Prof. Code Section
26 17200 et. seq, any provision of the Industrial Welfare Commissions Orders and any
27 provision of COVID-19 temperature check related Executive Orders, California
28 Department of Public Health Orders, county orders, city orders or municipality orders to

the extent permitted by law, or California’s Unfair Competition Law.

- 2.
- The Definition of “Gross Settlement Amount” in section I. Settlement Agreement shall be amended as follows:

“Gross Settlement Amount” means \$300,000.00 that Pacific will pay on behalf of Defendants in the aggregate to resolve this Action, on a non-claims-made and non-reversionary basis. The Gross Settlement Amount is all-inclusive. The employer’s portion of the payroll taxes will be paid outside of and in addition to the Gross Settlement Amount. The following costs will be deducted from the Gross Settlement Amount: (1) attorney fees and costs (Defendants will not oppose Class Counsel’s request for attorney fees amounting to 33.33% of the Gross Settlement Amount, or \$100,000.00, and reasonable litigation costs, **not to exceed \$20,000.00**, as documented in the attorney’s declaration substantiating the costs; (2) settlement administration fees (up to \$7,950.00); (3) Incentive Awards to Plaintiff, as class representative, in the amount of \$7,500.00; and (4) \$20,000.00 for penalties under PAGA (75% (\$15,000.00) of which will be paid to the California Labor & Workforce Development Agency [“LWDA”] and 25% (\$5,000.00) will be paid to Aggrieved Employees. Any deductions from the above allocations will be deposited into the Settlement Fund Account and will be included in the Net Settlement Amount for distribution to the Class.

3. Section III.E. of the Settlement Agreement shall be amended as follows:

E. Procedure for Disputing Pay Periods

The Settlement Administrator’s determination of eligibility for, and the amounts of, any settlement payment under this Joint Stipulation will be conclusive, final, and binding on all Parties, including all Class Members and PAGA Employees. To dispute the number of pay periods with which he or she has been credited, a Class Member must timely produce evidence to the Settlement Administrator showing that the pay period

1 information is inaccurate by the Class Member Exclusion Deadline. The delivery date is
2 deemed to be the date the dispute is deposited in the U.S. Mail as evidenced by the
3 postmark. Class Members and PAGA Employees shall have forty-five (45) calendar
4 days to dispute the pay period information, or as extended in the case of a re-mailed
5 Notice Packet (i.e., an additional fifteen (15) days). The Settlement Administrator ~~shall~~
6 ~~decide the dispute after notifying Class Counsel and Defendants' counsel of the dispute~~
7 **and the Parties will attempt to resolve any such dispute.** Defendants' records will be
8 presumed correct, but the Settlement Administrator will evaluate the evidence
9 submitted by the Class Member and will make the final decision on the merits of the
10 dispute. The Settlement Administrator may ask Defendants to produce documents
11 pertaining to the Class Member disputing his or her credited pay periods in order for the
12 Settlement Administrator to resolve the dispute. **However, the Court ultimately will**
13 **decide any such unresolved dispute.**

14
15 4. Section III.D.ii. of the Settlement Agreement shall be amended as follows:

16 ii. The Cost Award is the amount the Court awards to Class Counsel for their
17 reasonable litigation costs, provided that Plaintiff' counsel submits a declaration
18 substantiating the costs. **The cost award is limited to up to \$20,000.00.**

19
20 5. Section III.D.vii. of the Settlement Agreement shall be amended as follows:

21 vii. Payment to Class Members who do not Opt Out shall be allocated as follows: ~~20%~~
22 **33 1/3%** of each payment allocated to wages and ~~40%~~ **66 2/3%** to interest and ~~40%~~
23 penalties;

24
25 6. Section III.E.2. of the Settlement Agreement shall be amended as follows:

26 **1. Payout to Class Members and PAGA Employees**

27 The Settlement Administrator will calculate the individual settlement payments to
28 Class Members who do not submit valid Opt-Outs. These payments will be

1 calculated by assigning a certain dollar value to each pay period Class Members
2 worked during the Class Period. The dollar value of each pay period will be
3 calculated by dividing the aggregate value of the Net Settlement Amount by the
4 total number of pay periods worked by the Class Members who do not submit valid
5 Opt-Outs during the Class Period. Partial pay periods will be rounded up to the
6 nearest full pay period. A Class Member who does not submit a valid Opt-Out will
7 receive an individual settlement payment determined by dividing the Net Settlement
8 Amount by the total number of pay periods worked by all Class Members. Each
9 Class Member's individual settlement payment shall be determined by the number
10 of pay periods he or she worked on a pro rata basis. In other words, the Class
11 Members shall receive a proportional amount of the Net Settlement Amount for
12 each pay period that they worked during the statutory periods applicable to the
13 Actions.

14 The Settlement Administrator will calculate the PAGA payments to PAGA
15 Employees separately. These payments will be calculated by assigning a certain
16 dollar value to each pay period the Aggrieved Employee worked during the PAGA
17 Period (from June 1, 2020 to the date of preliminary approval of this settlement
18 period). The dollar value of each pay period will be calculated by dividing the
19 employees 25% portion of the PAGA Payment by the total number of pay periods
20 worked by all PAGA Employees during the PAGA Period. Partial pay periods will
21 be rounded up to the nearest full pay period. All PAGA Employees will receive an
22 individual settlement payment determined by multiplying the number of pay periods
23 worked during the PAGA Period by the dollar value of each pay period worked
24 during the PAGA Period.

25 The Class Members' settlement payments will be apportioned as follows: ~~20%~~ 33
26 1/3% of each payment allocated to wages and ~~40%~~ 66 2/3% to interest and ~~40%~~
27 penalties. The amounts paid as wages shall be subject to all tax withholdings
28 customarily made from employee's wages and all other authorized and required

1 withholdings and shall be reported by W-2 forms. Payment to Class Members who
2 do Opt Out shall still be made for their portion of the PAGA Payment if they are
3 also an Aggrieved Employee, which shall be allocated 100% to penalties. The
4 Settlement Administrator will issue the appropriate federal and state tax forms.

5 The Class Members and PAGA Employees acknowledge and agree that Defendants
6 and their attorneys have made no representations or warranties regarding the tax
7 consequences of payment of the individual settlement payments, and Class
8 Members and PAGA Employees have not relied on any such representations or
9 warranties. Class Members and PAGA Employees further agree to pay and bear sole
10 responsibility for all taxes, liens, levies, encumbrances, interest, and penalties that
11 may be due or payable to any taxing authority as a result of payment of the
12 individual settlement payments. ~~Furthermore, Class Members and PAGA~~
13 ~~Employees agree to defend and indemnify Defendants in connection with any taxes,~~
14 ~~finances, interest, or penalties incurred as a result of any failure by Class Members and~~
15 ~~PAGA Employees, to pay taxes due, if any, on the individual settlement payments.~~

16 The settlement payments to Class Members and PAGA Employees will be paid
17 within twenty-one (21) calendar days after the ~~Effective Date~~ **Gross Settlement**
18 **Amount is fully funded**. It is expressly understood and agreed that the receipt of
19 settlement payments will not entitle any Class Member or PAGA Employee to
20 additional or derivative compensation or benefits under any company bonus,
21 contest, or other compensation or benefit plan or agreement in place during the
22 Class Period, nor will it entitle any Class Member or PAGA Employee to any
23 increased retirement, 401k benefits or matching benefits, or deferred compensation
24 benefits. It is the intent of the Parties that the settlement payments provided for in
25 this Joint Stipulation are the sole payments to be made by Defendants to the Class
26 Members and PAGA Employees for the Released Claims, and that the Class
27 Members and PAGA Employees are not entitled to any additional or derivative
28 compensation or benefits as a result of having received the settlement payments

(notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

Section III.H. of the Settlement Agreement shall be amended as follows:

Defendants will not oppose a request for reasonable litigation expenses, **not to exceed \$20,000.00**, provided that Plaintiff's counsel submits a declaration substantiating the costs. Defendants will not be obligated to pay any costs of Class Counsel, Plaintiff, or Class Members above the amount approved by the Court. Class Counsel's request for costs must be submitted with its fee application and heard during the Final Approval Hearing. The Court will determine the Cost Award. If the Court believes the Cost Award should be reduced, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount.

Section V. of the Settlement Agreement shall be amended as follows:

Upon the payment of all of the Settlement funds to them, Plaintiff and Class Members will be deemed to have released the Released Parties of and from all of the Class Released Claims during the Class Period as applicable and the PAGA Period. The Released Claims include all claims which Plaintiff, the Class, and/or any Class Member had, may claim to have, or could have asserted against any of the Released Parties, for any and all federal, state and local demands, rights, liabilities, claims and/or causes of action of every nature and description whatsoever, known or unknown, that are alleged in the Action, or could have been alleged in the Action based upon the facts alleged prior to the Court's approval of this Settlement, arising out of, relating to, or in connection with any act or omission by or on the part of any or all of the Defendants, including but not limited to Defendants' alleged failure to provide meal and rest breaks or pay premium pay in lieu thereof, pay overtime

wages, pay minimum wages, pay all wages during employment, pay all wages due to discharged employees, furnish accurate itemized wage statements, maintain required employee records, and indemnify employees for business expenses, and any and all federal, state, and local laws, statutes, regulations, ordinances, codes, including any and all violations of Labor Code sections 201-204, 210, 226, 226.2, 226.7, ~~403, 404~~, 510, 512, 558, ~~1102.5~~, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1198.12, and 2802, Cal. Bus. & Prof. Code Section 17200 et. seq, any provision of the Industrial Welfare Commissions Orders and California Department of Public Health Orders, county orders, city orders or municipality orders to the extent permitted by law, or California's Unfair Competition Law.

Dated: July 10 2025

SOLOUKI | SAVOY, LLP

/s/ Shoham Solouki
Grant Joseph Savoy, Esq.
Shoham J. Solouki, Esq.
Attorneys for Plaintiffs
and the Putative Class

Dated: July 0, 2025

LLOYDWINTER, P.C.

/s/ Sean Fredin
Jennifer J. Panicker, Esq.
Sean Fredin, Esq.
Attorneys for Defendants PACIFIC WEST

MAINTENANCE, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS PACIFIC FLOOR CARE INC., a Nevada Corporation; SUPER CENTER CONCEPTS, INC. dba SUPERIOR GROCERS, a California Corporation

Dated: July 10, 2025

PEARLMAN, BROWN & WAX, LLP.

/s/ Corinne Spencer
Corinne Spencer, Esq.
Jonathan Brown, Esq.
Attorneys for Defendants NORTHGATE

GONZALEZ, LLC, a California Limited Liability Company; and NORTHGATE GONZALEZ MARKETS, INC., a California Corporation