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5 Attorneys for Plaintiff,
6 LISET PEREZ, on behalf of herself and
all others similarly situated
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
10

11 LISET PEREZ, on behalf of herself and all others
12 similarly situated,

13 Plaintiffs,

14 v.

15 CHIK ENTERPRISES, a California corporation;
16 and DOES 1 through 100, Inclusive

17 Defendants.
18

CASE NO.: 22STCV17088

[Assigned for all purposes to Hon. Theresa M
Traber - Dept. "47"]

**STIPULATION TO AMEND PAGA
SETTLEMENT AGREEMENT**

19
20 **RECITALS**

21 Plaintiff LISET PEREZ ("Plaintiff") and Defendant CHIK ENTERPRISES ("Defendant")
22 (Plaintiff and Defendant, referred collectively as "Parties"), through their respective undersigned
23 counsel, hereby stipulate and agree as follows:

24 WHEREAS, on May 31, 2024, the Court issued a Minute Order ruling on matter taken under
25 submission, entitled Ruling on Matter Taken Under Submission: Motion for Approval of PAGA
26 Settlement;

27 WHEREAS, in light of the Court's May 31, 2024 ruling, the Parties have agreed to amend the
28 Stipulation Re PAGA Representative Action Settlement Agreement and Release ("Settlement

Agreement”) at Sections 4.2 and 4.6 to reflect Plaintiff’s counsel’s actual litigation costs of \$9,652.75 and Section 1.23 to modify the definition of Released PAGA Claims; and

WHEREAS, the Settlement Agreement at Section 7.10 permits the Parties to amend or modify the Settlement Agreement by a signed written instrument signed by counsel for the Parties.

STIPULATION

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties, by and through their respective undersigned counsel, and subject to the Court’s approval, that the following amendments are made to the Settlement Agreement:

1. The definition of Released PAGA Claims (Settlement Agreement ¶1.23) is hereby amended to the following, which shall replace the present Paragraph 1.23:

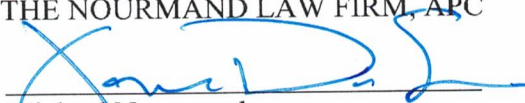
“Release PAGA Claims” shall mean all claims for PAGA penalties that were pled under the PAGA in the Action or that reasonably could have been alleged based on the factual allegations pled in Plaintiff’s notice to the LWDA, dated May 20, 2022 and the Operative Complaint (i.e., the “First Amended Complaint filed on November 1, 2022”) alleging claims for PAGA civil penalties, and the theories on which the PAGA claims are premised including: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages upon termination; (6) failure to provide accurate wage statements; and (7) failure to reimburse business related expenses. Aggrieved Employees cannot opt-out of the Release PAGA Claims. The Released PAGA Claims exclude claims for workers’ compensation or unemployment insurance benefits and Plaintiff’s individual wage and hour claims for unpaid wages, interest, liquidated damages, statutory penalties, etc.

2. The Settlement Agreement is hereby amended to reflect Plaintiff’s Counsel’s actual litigation costs of \$9,652.75 (Settlement Agreement ¶¶4.2 and 4.6) and not the estimated amount of \$25,000. As contemplated in the Settlement Agreement (Settlement Agreement ¶4.2) the actual costs awarded may be less than the amount reserved in the Settlement Agreement and that any residual amount will be added to the Net PAGA Settlement Amount to be distributed to the LWDA and Aggrieved Employees.

IT IS SO STIPULATED.

Dated: June 18, 2024

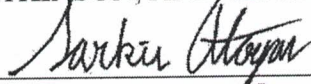
THE NOURMAND LAW FIRM, APC



Michael Nourmand
James A. De Sario
Attorneys for Plaintiff

1 Dated: June 18, 2024

ATKINSON, ANDELSON, LOYA, RUDD & ROMO

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5 Attorneys for Defendant
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