

JUAN BECERRA V. PTG LINEN SERVICE, LLC; PETER SOPKA

SECOND AMENDMENT

WAGE AND HOUR CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.) SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Second Amendment to the Settlement Agreement (the “Second Amendment”) is made and entered into by and between Defendants PTG Linen Service, LLC, and Peter Sopka (collectively referred as “Defendants”), and Plaintiff Juan Pablo Becerra Garcia (“Representative Plaintiff”) on behalf of himself individually and on behalf of all members of the “Plaintiff Class,” collectively referred to as the “Parties.”

WHEREAS, the Parties entered into a Settlement Agreement dated September 21, 2023 (the “Original Agreement”); and

WHEREAS, on December 12, 2023, the Parties executed an Amendment to the Settlement Agreement (“First Amendment”) making changes to the sections 33 and 49 of the Original Agreement;

WHEREAS, on February 6, 2024, the Superior Court of California, County of Alameda issued an Order re: Hearing on Motion to Confirm Settlement filed by Juan Becerra (Plaintiff) on 12/28/2023 (“Order”). To Comply with the Order, the Parties wish to further amend the Original Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AMENDMENT

1. Section 51 of the Original Agreement shall be read as:

The Settlement Administrator will use the United States Postal Service National Change of Address (“NCOA”) List to verify the accuracy of all addresses on the Plaintiff Class List before the initial mailing date to ensure that the Class Notice is sent to all Plaintiff Class Members at the addresses most likely to result in immediate receipt of the claim documents. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Class Member received the Class Notice. With respect to any returned envelopes, the Settlement Administrator will perform a routine skip trace procedure to obtain a current address and, if an updated address is located, shall then re-mail the envelope to such address within three (3) court days of the receipt of the returned envelope. Plaintiff Class Members to whom Class Notices were re-sent after having been

returned undeliverable to the Settlement Administrator shall have forty-five (45) calendar days thereafter to object or opt out of the settlement. No third mailing shall occur without good cause, as determined by the Settlement Administrator.

2. Section 54 of the Original Agreement shall be read as:

Members of the Plaintiff Class may opt-out of the Settlement by following the directions in the Class Notice. Any such request must be postmarked not more than forty-five (45) calendar days after the date the Class Notice is mailed to the Plaintiff Class. If notices are resent after being returned as undeliverable, the forty-five (45) calendar days should run from the date the notice was resent. Requests to opt-out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Persons who are eligible to and do submit valid and timely requests to opt-out of the Settlement will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.

3. Section 57 of the Original Agreement shall be read as:

Objections must describe why the objector believes the Settlement is unfair. Class Members who wish to object to the settlement may, but are not required to, appear at the fairness hearing and object by providing a reason to the Court why they think the Court should not approve the settlement.

4. Section 62 of the Original Agreement shall be read as:

If a member of the Plaintiff Class wishes to challenge the information set forth in the Class Notice, then the member must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided on the Class Notice within forty-five (45) calendar days of the date the Class Notice was mailed or remailed to the member of the Plaintiff Class.

5. Section 64 of the Original Agreement shall be read as:

Settlement checks issued to the Representative Plaintiff and Settlement Class Members shall remain valid for one hundred eighty (180) calendar days from the date of issuance. This expiration or cancellation date shall be clearly printed on the front of the check ("Void Date"). If the Representative Plaintiff or any Settlement Class Member does not cash his or her settlement payment check(s) before the Void Date, the Settlement Administrator shall transmit the funds represented by such checks to the *cy pres* recipient California Rural Legal Assistance Foundation consistent with California Code of Civil Procedure section 384, unless other *cy pres* recipient is appointed by the Court for that purpose.

6. Section 65 of the Original Agreement shall be read as:

By Settlement Class Members. All members of the Plaintiff Class who do not timely request exclusion, and the State of California release the Defendants. Releasees from any and all debts,

liabilities, costs, demands, obligations, claims, causes of action, or complaints arising during the Settlement Period that were stated and/or pled, or which could have been stated and/or pled based on the same facts as stated and/or pled in the Action (Plaintiff's operative Complaint and all preceding Complaints). This includes claims relating to the alleged failure of the Defendants to provide any of the Class Members with compensation as required by law relating to wages, claims for overtime hours worked, meal periods, rest periods, business expense reimbursements, itemized wage statement/pay stub violations, civil penalties, or waiting-time penalties as required by law or regulations, the failure to pay penalties, or that are based upon, or derive from the claims asserted in the Action, including alleged violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510-512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698, et seq., as well as the relevant Industrial Welfare Commission Wage Order(s), California Business and Professions Code Sections 17200, et seq., and claims for interest, costs, attorney's fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law related to the facts set forth in the Action. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

7. Insert Section 65.1:

Effect of PAGA Settlement. Upon final approval of the Settlement, the LWDA and each Class Member, including the Representative Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors, and assigns, hereby voluntarily and knowingly agree to be barred from bringing any and all claims alleged in the LWDA notice seeking civil penalties under the California Labor Code against Defendants during the Settlement Period.

8. Section 66 of the Original Agreement shall be read as:

By the Representative Plaintiff. In consideration for the enhancement payment being paid to the Representative Plaintiff, upon the Court's approval of the Settlement, Representative Plaintiff hereby fully and finally releases and discharges the Defendants PTG Linen Service, LLC, and Peter Sopka. Releasees from all known and unknown claims that the Representative Plaintiff may have against the Defendants. Releasees, of every nature or description whatsoever, up to the date of the Court's final approval of the Settlement, in addition to the Settlement Members' Released Claims described above. This general release of claims includes any and all known or unknown contract, tort, statutory, common law, constitutional, discrimination, public policy, retaliation, wrongful discharge, and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising out of the Representative Plaintiff's employment with Defendant, and any other dealings with the Defendants Releasees. The Representative Plaintiff waives all rights and benefits afforded by § 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR

AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Accordingly, if the facts relating in any manner to this Settlement Agreement are found hereafter to be other than or different from the facts now believed to be true, the General Release contained herein shall PTG LINEN WAGE AND HOUR CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS remain effective. The Representative Plaintiff and Defendants acknowledge that the foregoing General Release was separately bargained for and is a material element of the Settlement. Representative Plaintiff did not enter into any other settlement agreements with Defendants besides the Original Agreement, and the amendments to the Settlement Agreement.

FULL FORCE AND EFFECT

9. Except as expressly amended and modified by this Amendment, all terms and provisions of the Original Agreement, as well as the First Amendment are and shall remain in full force and effect.

GOVERNING LAW

10. This Second Amendment shall be governed by and construed in accordance with the laws of California.

COUNTERPARTS

11. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IT IS SO AGREED:

REPRESENTATIVE PLAINTIFF:

DATED: 4/15/2024

By:

Juan P Becerra G

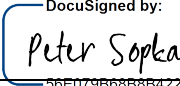
ID DqLXkKUyLft5c491fd7dgJiB

Juan Becerra
Representative Plaintiff

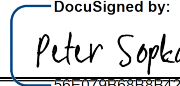
DEFENDANT:

DATED: 4/15/2024

PTG LINEN SERVICE, LLC

By: 
[Authorized Signatory]
DocuSigned by:
56E079B68B8B422...

DATED: 4/15/2024

By: 
Peter Sopka
DocuSigned by:
56E079B68B8B422...

APPROVED AS TO FORM:

CLASS COUNSEL:

DATED: 4/15/2024

BRONSKI, P.C.

By: 
Anastasia Bronski, Esq.
Attorneys for the Representative
Plaintiff Juan Becerra
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DEFENDANTS' COUNSEL:

DATED: April 15, 2024

MEDINA McKELVEY LLP

By: 
Timothy B. Nelson, Esq.
Kyle W. Owen, Esq.
Attorney for Defendants

eSignature Details

Signer ID: DqLXkKUYLft5c491fd7dgJiB
Signed by: Juan Pablo Becerra García
Sent to email: pabega100@icloud.com
IP Address: 107.115.33.80
Signed at: Apr 15 2024, 4:15 pm PDT

Signer ID: KF2wvqNmweU5HRHXcyHGqKsc
Signed by: Anastasia Bronski
Sent to email: ab@bronski.com
IP Address: 107.195.94.7
Signed at: Apr 15 2024, 8:55 pm PDT