

1 Mark Yablonovich, Esq., Cal. State Bar No. 186670
mark@yablonovichlaw.com
2 LAW OFFICES OF MARK YABLONOVICH
1875 Century Park East, Suite 700
3 Los Angeles, California 90067-2508
Telephone: (310) 286-0246 • Fax: (310) 407-5391
4

5 Attorneys for Plaintiffs Viola Hubbs,
Brandon Coleman, Tamika Williams, and the Class

6 *(Additional Counsel on Next Page)*
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 VIOLA HUBBS, BRANDON
COLEMAN, TAMIKA WILLIAMS,
12 individually, and on behalf of other
members of the general public
13 similarly situated,

14 Plaintiffs,

15 vs.

16 BIG LOTS STORES, INC., an Ohio
corporation; PNS STORES, INC., an
17 Ohio corporation; and DOES 1
through 10, inclusive,

18 Defendants.
19

20 ROXANNE SLUSHER, on behalf of
herself, all others similarly situated,
21 and the general public,

22 Plaintiff,

23 vs.

24 BIG LOTS STORES, INC., an Ohio
corporation; BIG LOTS F&S, INC.,
25 an Ohio corporation; and DOES 1
through 50, inclusive,

26 Defendants.
27
28

Case No.: 2:15-cv-01601 JAK (ASx)

CLASS ACTION & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698
ET SEQ.

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

United States District Court for the
Northern District of California, Case No.
17-cv-06030-RS

1 Matthew C. Helland, Cal. State Bar No. 250451
helland@nka.com

2 NICHOLS KASTER, LLP
235 Montgomery Street Suite 810
3 San Francisco, CA 94104
Telephone: (415) 277-7235
4 Facsimile: (415) 277-7238

5 Paul J. Lukas (admitted *pro hac vice*)
lukas@nka.com

6 Matthew H. Morgan (admitted *pro hac vice*)
morgan@nka.com

7 NICHOLS KASTER, PLLP
IDS Center
8 80 South 8th Street Suite 4600
Minneapolis, MN 55402
9 Telephone: (612) 256-3200
Facsimile: (612) 338-4878

10 In association with counsel for Plaintiffs Hubbs, Coleman and Williams

11 Shaun Setareh (SBN 204514)
12 shaun@setarehlaw.com
Thomas Segal (SBN 222791)
13 thomas@setarehlaw.com
SETAREH LAW GROUP
14 9454 Wilshire Boulevard, Suite 907
Beverly Hills, California 90212
15 Telephone (310) 888-7771
Facsimile (310) 888-0109

16 Attorneys for Plaintiff Roxanne Slusher

17 Yvette Davis, State Bar No. 165777
18 HAIGHT, BROWN & BONESTEEL
2050 Main Street, Suite 600
19 Irvine, CA 92614
Phone: 714-426-4607
20 Fax: 714-754-0826
Email: ydavis@hbblaw.com

21 Mark A. Knueve (admitted *pro hac vice*)
22 Daniel J. Clark (admitted *pro hac vice*)
Adam J. Rocco (admitted *pro hac vice*)
23 VORYS, SATER, SEYMOUR and PEASE LLP
52 E. Gay Street, P.O. Box 1008
24 Columbus, Ohio 43216-1008
Phone: 614-464-6436
25 Fax: 614-719-4650
Email: maknueve@vorys.com
26 djclark@vorys.com
27 ajrocco@vorys.com

28 Attorneys for Defendants Big Lots Stores, Inc., PNS Stores, Inc. and Big Lots F&S, Inc.

1 **AMENDMENT TO JOINT STIPULATION OF CLASS ACTION**
2 **SETTLEMENT AND RELEASE**

3 This Amendment (“Amendment”) to the Joint Stipulation of Class Action
4 Settlement and Release (“Settlement” or “Settlement Agreement”) is made and
5 entered into by and between Plaintiffs Viola Hubbs, Brandon Coleman, Tamika
6 Williams, and Roxanne Slusher (“Plaintiffs” or “Class Representatives”), as
7 individuals and on behalf of all others similarly situated, and Defendants Big Lots
8 Stores, Inc., PNS Stores, Inc., and Big Lots F&S, Inc. (“Big Lots” or “Defendants”)
9 (together the “Parties”).

10 **RECITALS**

11 WHEREAS, between November 22-27, 2019, the Parties executed the
12 Settlement Agreement;

13 WHEREAS, on February 3, 2020, the Parties appeared before the Court for
14 the hearing on the Motion for Preliminary Approval of the Settlement;

15 WHEREAS, the Court expressed concern with the amount of the payment
16 allocated to the Private Attorneys General Action as set forth in paragraph 20 of the
17 Settlement Agreement;

18 WHEREAS, the Maximum Settlement Amount of \$7,000,000.00 is not
19 affected by this amendment and remains unchanged;

20 NOW THEREFORE, the Parties, by and through their counsel of record,
21 agree to amend paragraph 20 of the Settlement Agreement to read as follows:

22 “Labor and Workforce Development Agency Payment” or “LWDA
23 Payment” means the amount that the Parties have agreed to pay to the
24 California Labor and Workforce Development Agency (“LWDA”) in
25 connection with the Labor Code Private Attorneys General Act of 2004
26 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that
27 Two Hundred Twenty-Five Thousand Dollars (\$225,000) of the Class
28 Settlement Amount will be allocated to the resolution of Class Members’
claims arising under PAGA. Pursuant to PAGA, seventy-five percent
(75%), or One Hundred Sixty-Eight Thousand Seven Hundred Fifty
Dollars (\$168,750), of the LWDA Payment will be paid to the LWDA,
and the remaining twenty-five percent (25%), or Fifty-Six Thousand Two
Hundred Fifty Dollars (\$56,250), will be distributed to the Participating
Class Members.

1 This Amendment to the Settlement Agreement is subject only to the execution
2 of the undersigned. The signatories to the Amendment represent and warrant that
3 they each have the authority to sign on behalf of their designated Parties. This
4 Amendment may be executed in counterparts and each counterpart, when executed,
5 shall have the efficacy of a second original. Docusign, Photographic, or facsimile
6 copies of any such signed counterparts may be used in lieu of the original for any
7 said purpose.

8
9 **LAW OFFICES OF MARK
YABLONOVICH**

10 Dated: 2/6/2020

11 
12 Mark Yablonovich
13 Attorneys for Plaintiffs Viola Hubbs,
14 Brandon Coleman, Tamika Williams and
15 the Class

16 **SETAREH LAW GROUP**

17 Dated: 2/6/20

18 
19 Shaun Setareh
20 Attorneys for Plaintiff Roxanne Slusher

21 **VORYS, SATER, SEYMOUR AND
22 PEASE, LLP**

23 Dated: _____

24 _____
25 Mark Knueve
26 Attorney for Defendants
27 Big Lots Stores, Inc., PNS Stores, Inc. and
28 Big Lots F&S, Inc.

1 This Amendment to the Settlement Agreement is subject only to the execution
2 of the undersigned. The signatories to the Amendment represent and warrant that
3 they each have the authority to sign on behalf of their designated Parties. This
4 Amendment may be executed in counterparts and each counterpart, when executed,
5 shall have the efficacy of a second original. Docusign, Photographic, or facsimile
6 copies of any such signed counterparts may be used in lieu of the original for any
7 said purpose.

8 **LAW OFFICES OF MARK**
9 **YABLONOVICH**

10 Dated: _____

11 _____
12 Mark Yablonovich
13 Attorneys for Plaintiffs Viola Hubbs,
14 Brandon Coleman, Tamika Williams and
15 the Class

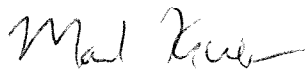
16 **SETAREH LAW GROUP**

17 Dated: _____

18 _____
19 Shaun Setareh
20 Attorneys for Plaintiff Roxanne Slusher

21 **VORYS, SATER, SEYMOUR AND**
22 **PEASE, LLP**

23 Dated: 2/06/2020

24 
25 _____
26 Mark Knueve
27 Attorney for Defendants
28 Big Lots Stores, Inc., PNS Stores, Inc. and
Big Lots F&S, Inc.