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15 Attorneys for Defendants CLASS LEASING, LLC
16 and SCHOOLHOUSE MANUFACTURING, LLC

17 **SUPERIOR COURT OF CALIFORNIA**

18 **COUNTY OF RIVERSIDE**

19 JOSEPH SAENZ, individually and on
20 behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 CLASS LEASING, LLC; SCHOOLHOUSE
24 MANUFACTURING, LLC; and DOES 1
through 50, inclusive,

25 Defendants.
26 ,

Case No. CVRI2205259

Assigned for All Purposes to:
Hon. Harold W. Hopp
Dept. 1

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

Action Filed: December 6, 2022
Trial Date: None set

AMENDMENT TO JOINT STIPULATION OF
CLASS ACTION AND PAGA SETTLEMENT

This Amendment to Joint Stipulation of Class Action and PAGA Settlement (“Amendment to Settlement Agreement”) is entered into between Plaintiff Joseph Saenz (“Plaintiff”) and Defendants Class Leasing, LLC and Schoolhouse Manufacturing, LLC (collectively “Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties”).

I. BASIS FOR AMENDING SETTLEMENT AGREEMENT

On October 11, 2023, the Court continued the hearing on Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) to November 9, 2023 and ordered an amendment to be made to the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), among other things. Accordingly, the Parties have agreed to modify the terms of the Settlement Agreement as set forth in Section II below.

II. AMENDMENTS TO THE SETTLEMENT AGREEMENT

The Parties agree to amend the following language from the Settlement Agreement:

A. Section V.A previously stated:

Upon the Effective Date and full payment of the Gross Settlement Amount by Defendants, Plaintiff and all Participating Class Members will release Defendants, together with its past, present, and/or future parents, subsidiaries, affiliated or related entities, fictitious business names, franchisors, owners, boards, officers, directors, trustees, shareholders, members, managers, partners, managing agents, employees, agents, payroll processors, independent contractors, insurers, attorneys, representatives, heirs, executors, administrators, successors, predecessors, and assigns and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, and agents (collectively, the “Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission,

1 that were alleged or which could have been alleged based on the factual allegations in
2 the First Amended Complaint in the Action, including, but not limited to, claims for
3 unpaid wages (including, *inter alia*, minimum, straight time, overtime, and double time
4 wages), claims related to non-compliant meal and rest breaks or periods and
5 nonpayment of premium pay for such, failure to comply with itemized employee wage
6 statement provisions, failure to pay wages due at separation and associated waiting time
7 penalties, failure to timely pay wages during employment, failure to maintain compliant
8 time and payroll records, the failure to reimburse for business expenses, and unfair or
9 unlawful business practices pursuant to California Business and Professions Code §
10 17200, *et seq.* based on the aforementioned, declaratory relief, statutory and civil
11 penalties, and attorney fees and costs. The Released Claims specifically include, but
12 are not limited to, all claims arising under California Labor Code Sections 201-204,
13 206, 218.6, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802,
14 and/or those arising under the Industrial Welfare Commission Wage Orders; and/or
15 those arising under the Industrial Welfare Commission Wage Orders; California
16 Business and Professions Code section 17200 *et seq.*; California Code of Regulations,
17 title 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294; and
18 California Code of Civil Procedure section 1021.5 (“Released Claims”).

19 The above release language shall also be included in the Class Notice. Plaintiff and
20 Participating Class Members will release these Released Claims from December 6,
21 2018 through June 5, 2023.

22 Class Members who endorse their settlement checks waive and release the Released
23 Claims and any claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§
24 201, *et seq.*) arising during the Class Period and based on the factual allegations alleged
25 or which could have been alleged in the Action, including the claims noted above.

26 This release excludes the release of claims not permitted by law.

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Section V.A now states:

Upon the Effective Date and full payment of the Gross Settlement Amount by Defendants, Plaintiff and all Participating Class Members will release Defendants, together with their officers, directors, employees, and agents (collectively, the “Released Parties”) from any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that accrued during the Class Period, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged in the First Amended Complaint in the Action, including, but not limited to, claims for unpaid wages (including, *inter alia*, minimum, straight time, overtime, and double time wages), claims related to non-compliant meal and rest breaks or periods and nonpayment of premium pay for such, failure to comply with itemized employee wage statement provisions, failure to pay wages due at separation and associated waiting time penalties, failure to timely pay wages during employment, failure to maintain compliant time and payroll records, the failure to reimburse for business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned, declaratory relief, statutory and civil penalties, and attorney fees and costs. The Released Claims specifically include, but are not limited to, all claims arising under California Labor Code Sections 201-204, 206, 218.6, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, and/or those arising under the Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 *et seq.*; California Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287 and 3289; and California Code of Civil Procedure section 1021.5 (“Released Claims”).

The above release language shall also be included in the Class Notice. Plaintiff and Participating Class Members will release these Released Claims from December 6, 2018 through June 5, 2023.

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This release excludes the release of claims not permitted by law.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement.

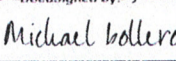
Dated: _____

JOSEPH SAENZ

By: 
Joseph Saenz (Oct 25, 2023 12:20 PDT)
(Signature)

Dated: October 24, 2023

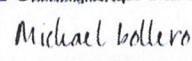
CLASS LEASING, LLC

By: 
(Signature)

Michael bollero
(Printed Name)
President
(Title)

Dated: October 24, 2023

SCHOOL HOUSE MANUFACTURING, LLC

By: 
(Signature)

Michael bollero
(Printed Name)
President
(Title)

1 Approved only as to form:

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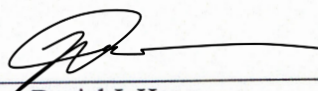
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Dated: Oct. 26, 2023

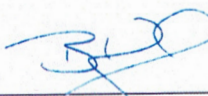
LAW OFFICE OF DANIEL J. HYUN &
ALAMI LAW GROUP

By: 
Daniel J. Hyun
David Alami
Attorneys for Plaintiff JOSEPH SAENZ

///

Dated: October 24, 2023

GREENSPOON MARDER LLP

By: 
Brian Koege
Ransom Boynton
Attorneys for Defendants CLASS LEASING, LLC
& SCHOOLHOUSE MANUFACTURING, LLC