

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiffs

TIM L. JOHNSON (SBN 265794)
KEENAN P. O'CONNOR (SBN 311800)
YOUSAF M. JAFRI (SBN 314773)
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122
Telephone: (858) 652-3100
Facsimile: (858) 652-3101

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DAISY AYALA, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

v.

CARTER SHIPPING SERVICES LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 30-2022-01268249-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa McCormick
Department CX-105

CLASS ACTION

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

Complaint Filed: July 1, 2022
FAC Filed: December 22, 2023
Trial Date: None Set

1 This Second Amendment to the Joint Stipulation of Class Action and PAGA Settlement
2 is entered into by Plaintiffs Daisy Ayala and Josephine Castaneda (“Plaintiffs”) on their own
3 behalf and on behalf of all members of the Class on the one hand and Defendant Carter Shipping
4 Services LLC (“Defendant”) on the other.

5 **RECITALS**

6 1. On July 2, 2024, the Parties fully executed the Joint Stipulation of Class Action
7 and PAGA Settlement (“Settlement Agreement”) representing the long-form agreement
8 submitted to the Court for approval.

9 2. On October 21, 2024, Plaintiffs submitted the Settlement Agreement to the Court
10 for approval, which was set for hearing on March 20, 2025.

11 3. On March 20, 2025, the Court issued a tentative ruling instructing the Parties to
12 modify portions of the Settlement Agreement (and exhibits), as well as provide supplemental
13 information for the Court’s review, and continued the Preliminary Approval Hearing to July 17,
14 2025.

15 4. On June 27, 2025, the Parties fully executed the Amendment Joint Stipulation of
16 Class Action and PAGA Settlement (“Amendment to Settlement Agreement”).

17 5. On July 1, 2025, Plaintiffs submitted the Amendment to the Settlement
18 Agreement to the Court for approval, which was set for hearing on July 17, 2025.

19 6. On July 17, 2025, the Court issued a second tentative ruling instructing the Parties
20 to modify portions of the Settlement Agreement (and exhibits), inclusive of the modifications
21 made by the Amendment to the Settlement Agreement.

22 7. Thereafter, the Parties met and conferred and agreed to modify certain portions of
23 the Settlement Agreement (and exhibits) consistent with the Court’s tentative ruling and hereby
24 submit this Second Amendment to the Joint Stipulation of Class Action and PAGA Settlement.

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STIPULATION

1. Section I(JJ) previously read as follows:

Released Claims: Upon Defendant's fulfillment of its payment obligations set forth herein, the claims that Plaintiffs and Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are defined as all claims that were, or reasonably could have been, asserted in the Action based on the facts alleged in the Complaint. These are claims for: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to "off-the-clock" work) and sick pay at the proper rate; (3) failure to pay overtime compensation (including failure to properly calculate the regular rate of pay of those who worked overtime and earned incentive pay); (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to pay meal period premium wages at the regular rate of pay; (7) failure to pay rest period premium wages at the regular rate of pay; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; (11) failure to reimburse business-related expenses; (12) unfair competition or business practices; (13) any and all claims under PAGA; (14) any all claims for associated penalties, whether civil or statutory in nature, interest, attorneys' fees and costs, or any other associated damages, and all other alleged violations of the Labor Code and Business and Professions Code section 17200, *et seq.*; and (15) all other claims and allegations alleged in or which could have been alleged in the Action based on the facts and allegations pled in the amended complaint. This release excludes the release of claims not permitted by law. The time frame of the Released Claims shall be the Class Period.

Section I(JJ) shall now read as follows:

Released Claims: Upon Defendant's fulfillment of its payment obligations set forth herein, the claims that Plaintiffs and Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are defined as all claims that were, or reasonably could have been, asserted in the Action based on the facts alleged in the First Amended Complaint. These are claims for: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to "off-the-clock" work)

1 and sick pay at the proper rate; (3) failure to pay overtime compensation (including failure to
2 properly calculate the regular rate of pay of those who worked overtime and earned incentive
3 pay); (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to pay meal
4 period premium wages at the regular rate of pay; (7) failure to pay rest period premium wages at
5 the regular rate of pay; (8) failure to provide accurate wage statements; (9) failure to timely pay
6 final wages during employment and at separation; (10) failure to maintain accurate payroll
7 records; (11) failure to reimburse business-related expenses; (12) unfair competition or business
8 practices; (13) any and all claims under PAGA; (14) any all claims for associated penalties,
9 whether civil or statutory in nature, interest, attorneys' fees and costs, or any other associated
10 damages, and all other alleged violations of the Labor Code and Business and Professions Code
11 section 17200, *et seq.*; and (15) all other claims and allegations alleged in or which reasonably
12 could have been alleged in the Action based on the facts and allegations pled in the First Amended
13 Complaint. This release excludes the release of claims not permitted by law. The time frame of
14 the Released Claims shall be the Class Period.

15 **2. Section I(EE) previously read as follows:**

16 **PAGA Released Claims:** Upon Defendant's fulfillment of its payment obligations set
17 forth herein, the claims that Plaintiffs and Eligible Aggrieved Employees are releasing in
18 exchange for the consideration provided for by this Agreement are defined as the civil penalties
19 available under PAGA based on the facts alleged in the Complaint and written notice sent to the
20 LWDA. These are claims for civil penalties based upon or arising out of Defendant's alleged: (1)
21 failure to pay earned wages; (2) failure to pay minimum wages (including any claims for
22 additional wages owed due to "off-the- clock" work) and sick pay at the proper rate; (3) failure
23 to pay overtime compensation (including failure to properly calculate the regular rate of pay of
24 those who worked overtime and earned incentive pay); (4) failure to provide meal breaks; (5)
25 failure to provide rest breaks; (6) failure to pay meal period premium wages at the regular rate of
26 pay; (7) failure to pay rest period premium wages at the regular rate of pay; (8) failure to provide
27 accurate wage statements; (9) failure to timely pay final wages during employment and at
28 separation; (10) failure to maintain accurate payroll records; and (11) failure to reimburse

business-related expenses. The time frame of the PAGA Released Claims shall be the PAGA Period.

Section I(EE) shall now read as follows:

PAGA Released Claims: Upon Defendant's fulfillment of its payment obligations set forth herein, the claims that Plaintiffs and Eligible Aggrieved Employees are releasing in exchange for the consideration provided for by this Agreement are defined as the civil penalties available under PAGA based on the facts alleged in the First Amended Complaint and written notice sent to the LWDA. These are claims for civil penalties based upon or arising out of Defendant's alleged: (1) failure to pay earned wages; (2) failure to pay minimum wages (including any claims for additional wages owed due to "off-the- clock" work) and sick pay at the proper rate; (3) failure to pay overtime compensation (including failure to properly calculate the regular rate of pay of those who worked overtime and earned incentive pay); (4) failure to provide meal breaks; (5) failure to provide rest breaks; (6) failure to pay meal period premium wages at the regular rate of pay; (7) failure to pay rest period premium wages at the regular rate of pay; (8) failure to provide accurate wage statements; (9) failure to timely pay final wages during employment and at separation; (10) failure to maintain accurate payroll records; and (11) failure to reimburse business-related expenses. The time frame of the PAGA Released Claims shall be the PAGA Period.

3. Section I(KK) previously read as follows:

Released Parties: Defendant and its past and present directors, officers, shareholders, owners, members, managing agents, assigns, parents, subsidiaries, affiliates, predecessors, successors, business partners, contracting partners, and clients.

Section I(KK) shall now read as follows:

Released Parties: Defendant and its past and present directors, officers, shareholders, owners, members, managing agents, assigns, parents, subsidiaries, affiliates, predecessors, successors, and Amazon.com Services LLC, (formerly Amazon.com Services, Inc. d/b/a Amazon) (including its parent corporation and any affiliated corporations, its owners, officers, directors, stockholders, managers, agents, employees, and representatives).

1 Dated: 08/18/2025

DAISY AYALA

Daisy Ayala

2
3
4 Dated: 08/18/2025

JOSEPHINE CASTANEDA

Josephine Castaneda

5
6
7
8 Dated: 29-Aug-2025

CARTER SHIPPING SERVICES LLC

9 DocuSigned by:

Joshua Carter

10 3077C9A4C2C04B9
Name: Joshua Carter

11 Title: CEO

12 **APPROVED AS TO FORM**

13
14 Dated: 08/18/2025

JUSTICE LAW CORPORATION

D. Han

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Attorneys for Plaintiffs

15
16
17
18
19 Dated: August 29, 2025

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

T. L. Johnson

Tim L. Johnson, Esq.

Keenan P. O'Connor, Esq.

Yousaf M. Jafri, Esq.

Attorneys for Defendant

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is ccastro@justicelawcorp.com

On September 24, 2025, I served the foregoing document described as

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

for the following case: **Ayala, et al. v. Carter Shipping Services LLC**
LWDA/Court Case No.: **LWDA-CM-964398-23**
Case No.: 30-2022-01268249-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

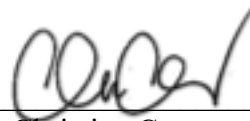
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 24, 2025, at Pasadena, California.



Christina Castro