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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

DARLENE M. STROUD, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

JM WEST, INC., d/b/a Jersey Mike's Subs, a
California Corporation; JM WEST II, INC., d/b/a
Jersey Mike's Subs, a California Corporation; JM
SANTA MARIA LP, d/b/a Jersey Mike's Subs, a
California limited partnership; JM ARROYO
GRANDE LP, d/b/a Jersey Mike's Subs, a
California limited partnership; and DOES 1
through 50, inclusive,

Defendants

Case No.: 24STCV06910

REPRESENTATIVE PAGA ACTION

**AMENDMENT TO JOINT
STIPULATION OF
REPRESENTATIVE PAGA ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

*[Assigned for All Purposes to the Hon.
Laura Siegle; Dept. 17]*

Complaint Filed: March 19, 2024
Trial Date: Not Yet Set

1 This shall serve as an amendment to the Joint Stipulation of Representative PAGA Action
2 Settlement and Release of Claims (“Settlement Agreement”) (the “Amendment”) entered into in May
3 2025 between Plaintiff Darlene M. Stroud (“Plaintiff”), individually, a representative of the State of
4 California and Aggrieved Employees, as defined in the Settlement Agreement, and Defendants JM
5 SANTA MARIA LP and JM ARROYO GRANDE LP (“Defendants”) (Plaintiff and Defendants are
6 collectively referred to as “the Parties”). All other settlement terms remain the same.

7 Paragraph 65 of the Settlement Agreement allows for amendments and modifications of the
8 Settlement Agreement by an express written instrument. The following provisions of the Settlement
9 Agreement are hereby amended and superseded as follows:

10 50. PAGA Released Claims. As of the date Defendants fully fund the Maximum
11 Settlement Amount, the LWDA, through Plaintiff as its proxy, and all Aggrieved Employees shall
12 release the Released Parties for claims for civil penalties pursuant to PAGA based upon all causes of
13 action and claims that were alleged in the Action or reasonably could have been alleged based on the
14 facts and legal theories contained in the Action and the LWDA Exhaustion Letter within the PAGA
15 Period, including all of the following claims for relief: (i) failure to pay all regular wages, minimum
16 wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, &
17 1199); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to
18 provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during
19 employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage
20 statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or
21 resignation (Cal. Lab. Code §§ 201- 203); (vii) failure to maintain accurate records (Cal. Lab. Code
22 §§ 1174(d) & 1174.5); (viii) failure to reimburse or indemnify business expenses (Cal. Lab. Code §
23 2802); (ix) improper deductions (Cal. Lab. Code §§ 221-223); (x) failure to provide suitable seating
24 and resting facilities; (xi) failure to properly pay sick pay (Cal. Lab. Code §§ 245-248.5; (xii) failure
25 to pay accrued vacation wages; (xiii) all claims under the California Labor Code Private Attorneys
26 General Act of 2004 that were pleaded in the Action; (xiv) any claim for costs and attorneys’ fees and
27 expenses; (collectively, the “PAGA Released Claims”).

28 53. PAGA Counsel. As of the date Defendants fully fund the Maximum Settlement

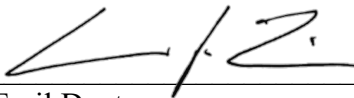
1 Amount, and except as otherwise provided by this Settlement, PAGA Counsel and any counsel
2 associated with PAGA Counsel waive any further claims to costs and attorneys' fees and expenses
3 against Defendants or the Released Parties arising from or related to the Action, including but not
4 limited to claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and
5 Standards Act, the Business and Professions Code, or any other contract, statute or law ("PAGA
6 Counsel Released Claims").

7 This Amendment may be executed in one or more counterparts. All executed counterparts
8 and each of them will be deemed to be one and the same instrument provided that counsel for the
9 Parties will exchange between themselves original signed counterparts. Facsimile signatures,
10 scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the
11 original, which shall be produced on reasonable request. Any executed counterpart will be admissible
12 to prove the existence and contents of this Amendment.

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15 DATED: 6/6/2025

D.LAW, INC.

16
17 By:



18 Emil Davtyan
19 David Yeremian
20 Alvin B. Lindsay
21 Jean Hopkins Power
22 Enoch Kim
23 Melissa Rodriguez

24
25 Attorneys for Plaintiff,
26 DARLENE M. STROUD
27
28

1 DATED: 6/6/25

O'HAGAN MEYER

2
3 By:


Andrea Rosenkranz, Esq.

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5 Attorneys for Defendants,
6 JM SANTA MARIA LP and JM
7 ARROYO GRANDE LP
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