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15 *Attorney for Defendant, Mastroianni Family Enterprises, LTD*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

19 LEYDI MORALES, individually, and on behalf  
20 of other members of the general public similarly  
situated and on behalf of other aggrieved  
21 employees pursuant to the California Private  
Attorney Generals Act;

22 Plaintiff,

23 vs.

24 MASTROIANNI FAMILY ENTERPRISES  
25 LTD., a California corporation; and DOES 1  
through 100, inclusive,

26 Defendants.  
27  
28

Case No.: 30-2022-01286355-CU-OE-CJC

Honorable Melissa R. McCormick,  
Department CX104

**AMENDMENT TO AMENDED  
SETTLEMENT STIPULATION**

Complaint Filed: October 14, 2022

1 **AMENDMENT TO AMENDED SETTLEMENT STIPULATION**

2 Plaintiff Leydi Morales (“Plaintiff”) And Defendant Mastroianni Family Enterprises, LTD  
3 9”MFE” or “Defendant”) stipulate and agree to the terms and conditions set forth in this  
4 Amendment to the Amended Settlement Stipulation (“Agreement”).

5 **I. RECITALS**

6 This Agreement is made with reference to the following recitals:

7 1. On May 30, 2024, Plaintiff’s Motion for Preliminary Approval of Class and  
8 Representative Action Settlement was set for hearing before the Honorable Melissa R.  
9 McCormick (the “Court”).

10 2. Prior to the May 30, 2024, hearing, the Court issued a tentative ruling identifying  
11 questions and comments with respect to the Amended Settlement Stipulation. The Court  
12 subsequently adopted the tentative ruling as the final court.

13 3. In accordance with the Court’s tentative ruling, the Parties have agreed to  
14 amendments to the Amended Settlement Stipulation.

15 4. The definition of the terms set forth in the Amended Settlement Stipulation, shall  
16 hold the same definition and meaning as used herein, except as expressly modified herein. See  
17 Paragraphs 1 through 38 of the Amended Settlement Stipulation.

18 **II. AMENDMENTS**

19 1. Calculation of Individual PAGA Payments: Individual PAGA Payments shall be  
20 calculated by applying the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment,  
21 calculated according to the number of pay periods the Aggrieved Employee worked during the  
22 PAGA Period. As set forth in the Amended Settlement Stipulation at Paragraph 48.d., the  
23 Individual PAGA Payments will be treated as civil penalties and reported on an IRS form 1099.  
24 The Individual PAGA Payments will not be subject to tax withholding.

25 2. The definition of PAGA Released Claims (paragraph 22 of the Amended  
26 Settlement Stipulation) is amended to mean the following: civil penalties available under PAGA  
27 for (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide  
28 compliant meal periods and pay required meal period penalties; (d) failure to provide compliant

1 rest periods and pay required rest period penalties; (e) failure to reimburse business expenses; (f)  
2 failure to timely pay wages each period and upon separation of employment; and (g) failure to  
3 provide accurate itemized wage statements based on the facts alleged in the Complaint and in  
4 Plaintiff's LWDA notice letter referenced therein, by the Aggrieved Employees against the  
5 Released Parties. The PAGA Released Claims do not release any Aggrieved Employee's claims  
6 for wages or statutory penalties and arising at any time during the PAGA Period.

7 3. "Response Deadline" (paragraph 32 of the Amended Settlement Stipulation) is  
8 amended to mean: the date sixty (60) calendar days after the Settlement Administrator mails the  
9 Notice of Settlement to Settlement Class Members and the last date on which Settlement Class  
10 Members may postmark written Requests for Exclusion, a Notice of Objection the Settlement, or  
11 to submit a dispute in accordance with Paragraph 49 of the Amended Settlement Stipulation.  
12 For Settlement Class Members who are sent re-mailed Class Notices or who submit a dispute,  
13 the "Extended Response Deadline" shall mean fifteen (15) calendar days from the date the  
14 Settlement Administrator re-mails the Notice of Settlement to Class Members. The Extended  
15 Response Deadline is the last date on which Settlement Class Members who are sent re-mailed  
16 Class Notices may postmark written Requests for Exclusion, a Notice of Objection to the  
17 Settlement, or to submit a dispute.

18 4. The Notice of Final Judgment and Order will be posted on the settlement  
19 administrator's website for at least 180 days. See Notice, Exhibit A.

20 5. Settlement Administrator's fees shall not exceed \$12,750. See Notice, Exhibit A.

21 6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit  
22 A to the Amended Settlement Stipulation, shall be modified, amended and replaced by the  
23 modified Notice of Class Action and Private Attorney General Act Settlement.

24  
25 Date: \_\_\_\_\_  
Leydi Morales

26  
27 Date: \_\_\_\_\_  
Mastroianni Family Enterprises, LTD

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1 Agreed as to form.

2 Date: August 13, 2024

**COLLINS KIM LLP**

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4 

By: \_\_\_\_\_  
TAE KIM  
*Attorneys for Plaintiff Leydi Morales*

6  
7 Date: August 13, 2024

**SCOTT & WHITEHEAD**

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9  
10 By: \_\_\_\_\_  
Nancy Whitehead  
Michael J. Rossiter  
*Attorneys for Defendant, Mastroianni*  
Enterprises, LTD

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21 6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit  
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23 modified Notice of Class Action and Private Attorney General Act Settlement.

24 Date: 08 / 08 / 2024

  
\_\_\_\_\_  
Leydi Morales

26  
27 Date:

\_\_\_\_\_  
Mastroianni Family Enterprises, LTD

Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
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*Attorney for Defendant, Mastroianni Family Enterprises, LTD*

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FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

LEYDI MORALES, individually, and on behalf  
of other members of the general public similarly  
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employees pursuant to the California Private  
Attorney Generals Act;

Plaintiff,

vs.

MASTROIANNI FAMILY ENTERPRISES  
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through 100, inclusive,

Defendants.

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3. In accordance with the Court’s tentative ruling, the Parties have agreed to amendments  
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4. The definition of the terms set forth in the Amended Settlement Stipulation, shall hold  
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3. "Response Deadline" (paragraph 32 of the Amended Settlement Stipulation) is amended to mean: the date sixty (60) calendar days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members and the last date on which Settlement Class Members may postmark written Requests for Exclusion, a Notice of Objection the Settlement, or to submit a dispute in accordance with Paragraph 49 of the Amended Settlement Stipulation. For Settlement Class Members who are sent re-mailed Class Notices or who submit a dispute, the "Extended Response Deadline" shall mean fifteen (15) calendar days from the date the Settlement Administrator re-mails the Notice of Settlement to Class Members. The Extended Response Deadline is the last date on which Settlement Class Members who are sent re-mailed Class Notices may postmark written Requests for Exclusion, a Notice of Objection to the Settlement, or to submit a dispute.

4. The Notice of Final Judgment and Order will be posted on the settlement administrator's website for at least 180 days. See Notice, Exhibit A.

5. Settlement Administrator's fees shall not exceed \$12,750. See Notice, Exhibit A.


6. The Notice of Class Action and Private Attorney General Act Settlement, Exhibit A to the Amended Settlement Stipulation, shall be modified, amended and replaced by the modified Notice of Class Action and Private Attorney General Act Settlement.

Date:

Leydi Morales

Date:

8-17-24

  
Mastroianni Family Enterprises, LTD

Agreed as to form.

Date: August 7, 2024

**COLLINS KIM LLP**

By: \_\_\_\_\_  
TAE KIM  
Attorneys for Plaintiff Leydi Morales

Date: August 13, 2024

**SCOTT & WHITEHEAD**

By: \_\_\_\_\_  
Nancy Whitehead  
Michael J. Rossiter  
Attorneys for Defendant, Mastroianni  
Enterprises, LTD

