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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

13 EDWARD PEREZ; GIOVANNY SAUCEDO;  
14 individually, and on behalf of other members  
of the general public similarly situated, and on  
15 behalf of other aggrieved employees pursuant  
to the California Private Attorneys General  
16 Act,

17 Plaintiffs,

18 vs.

19 CENTINELA FEED, INC., a California  
corporation; and DOES 1 through 100,  
20 inclusive,

21 Defendants.

Case No. BC575341

Honorable Ann I. Jones  
Department 308

**CLASS ACTION**

**AMENDMENT NO. 1 TO JOINT  
STIPULATION OF SETTLEMENT OF  
CLASS ACTION**

1           Plaintiffs Edward Perez and Giovanni Saucedo (“Plaintiffs” or “Class Representatives”),  
2 individually and on behalf of all others similarly situated, and Defendant Centinela Feed, Inc.  
3 (“Defendant”), pursuant to Section IX.9 of the Joint Stipulation of Settlement of Class Action  
4 entered into on or about July 25, 2017 (“Settlement Agreement” or “Agreement”), hereby agree to  
5 amend and supplant the Agreement as stated herein. The amendments stated herein are  
6 incorporated into the Agreement by this reference:

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**A. Section IV.5 of the Agreement is hereby amended to state as follows:**

If a Participating Class Member does not cash or deposit an Individual Settlement Amount check within ninety (90) calendar days of the postmark date of its mailing to the Participating Class Member from the Settlement Administrator, the check will be cancelled and the funds associated with such cancelled checks, shall be transmitted pursuant to California Code of Civil Procedure section 384 as follows: (a) Twenty-five percent (25%) will be distributed to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund; (b) Twenty-five percent (25%) will be distributed to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch; and (c) Fifty percent (50%) will be distributed to the California Department of Industrial Relations Unpaid Wage Fund, with an identification of each Participating Class Member who failed to cash his/her Individual Settlement Amount check at approximately Fifty percent (50%) of the value of the Participating Class Member’s Individual Settlement Amount check. The Settlement Administrator shall prepare a report regarding the distribution of the Unused Funds pursuant to California Code of Civil Procedure § 384, and the report shall be presented to the Court as ordered by the Court.

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1           **B. Section IV.2.b of the Agreement is hereby amended to state as follows:**

2           **First Installment Payment:** Within thirty (30) calendar days following the  
3           Effective Date or January 10, 2018 (whichever comes later), Defendant shall make  
4           a payment in the amount of \$425,000 less any Estimated Settlement Notice Costs  
5           (which Defendant has already transmitted to the Settlement Administrator pursuant  
6           to Section IV.2.a) into the settlement account (to be established and maintained by  
7           the Settlement Administrator as a qualified settlement fund, in accordance with  
8           applicable tax regulations) (“First Installment Payment”), which is to be distributed  
9           as payment of the following in the following order of priority: (1) payment to the  
10          State of California Labor and Workforce Development Agency of the PAGA  
11          Penalty; (2) payment to Plaintiffs of Class Representative Enhancement Awards;  
12          (3) payment to Class Counsel for one-half of the total Class Counsel Attorneys’  
13          Fees and Costs awarded by the Court, and (4) payments to Participating Class  
14          Member of Individual Settlement Amounts. All payments from the First  
15          Installment Payment shall be distributed by the Settlement Administrator within  
16          fourteen (14) calendar days after Defendant funds the First Installment Payment.

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18           **C. Section IV.2.c of the Agreement is hereby amended to state as follows:**

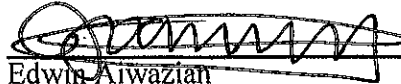
19           **Second Installment Payment:** Within thirty (30) calendar days following the  
20           Effective Date or January 10, 2019 (whichever comes later), Defendant shall make  
21           payment in the amount of \$425,000 into the settlement account (to be established  
22           and maintained as a qualified settlement fund, in accordance with applicable tax  
23           regulations) (“Second Installment Payment”), which is to be distributed for  
24           payment of the following in the following order of priority: (1) payment to Class  
25           Counsel for one-half of the total Class Counsel Attorneys’ Fees and Costs awarded  
26           by the Court; (2) payment to the Settlement Administrator for Administrative  
27           Expenses approved by the Court, that were not already included or covered by the  
28           Estimated Settlement Notice Costs that Defendant will have transmitted to the

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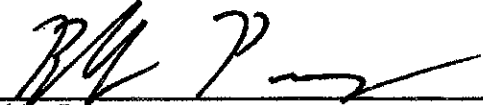
Settlement Administrator (as provided by Section IV.2.a), and (3) payments to Participating Class Members of Individual Settlement Amounts. All payments from the Second Installment Payment shall be distributed by the Settlement Administrator within fourteen (14) calendar days after Defendant funds the Second Installment Payment.

**THE PARTIES HAVE AGREED TO AMENDMENT OF THE AGREEMENT AS STATED HEREIN, BY AND THROUGH THEIR UNDERSIGNED COUNSEL OR THEIR AUTHORIZED REPRESENTATIVE, AS INDICATED HEREIN.**

DATED: 12/19/17 LAWYERS for JUSTICE, PC

  
Edwin Arwazian  
Joanna Ghosh  
*Attorney for Plaintiffs*

DATED: 12/19/17 PEARSON, SIMON & WARSHAW, LLP

  
Bobby Pouya  
*Attorneys for Defendant*