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MORGAN TRUCK BODY, LLC
7

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 23 2017

V. Alvarado

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
10

11 GABRIEL FERNANDEZ, an individual,

12 Plaintiffs,

13 vs.

14 MORGAN TRUCK BODY, LLC, a limited
liability company; and DOES 1 through 100,
15 inclusive,

16 Defendants.
17

Case No.: RIC 1308626

*[Assigned For All Purposes to The Hon. Sharon
J. Waters, Dept. 10]*

**AMENDMENT TO STIPULATED CLASS
ACTION SETTLEMENT AGREEMENT**

18
19 Pursuant to Paragraph 22 ("Modification") of Section III ("SETTLEMENT TERMS")
20 of the revised Stipulated Class Action Settlement Agreement ("Agreement") on file in this
21 action, the Parties, through their respective counsel of record, amend Paragraph 6 ("Release of
22 Claims by Settlement Class Members") of Section III ("SETTLEMENT TERMS") of the
23 Agreement as follows:
24

25 Paragraph 6 of Section III of the revised Agreement states as follows:

26 Upon the court's final approval of the class settlement and entry of final
27 judgment, each class member shall be deemed to have released Morgan and its parent,
28

1 J.B. Poindexter & Co. Inc. (Houston, TX), as well as its affiliated plant facilities:
2 Morgan Truck Body, LLC (Ehrenberg, AZ); Morgan Truck Body, LLC (Lakeland, FL);
3 Morgan Truck Body, LLC (Rydal, GA); Morgan Truck Body, LLC (Portland, OR);
4 Morgan Truck Body, LLC (Denver, PA); Morgan Truck Body, LLC (Ephrata, PA);
5 Morgan Truck Body, LLC (Morgantown, PA); Morgan Truck Body, LLC (Corsicana,
6 TX); and Morgan Truck Body, LLC (Janesville, WI), and its and their respective
7 shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents,
8 and benefit plans (collectively the "Releasees"), from any and all "Settlement Class
9 Members' Released Claims." For the purposes of this Agreement, the Settlement Class
10 Members' Released Claims are defined as:
11

12 Any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
13 expenses, attorneys' fees, damages, actions or causes of action which are
14 alleged, or reasonably could have been alleged based on the facts and claims
15 asserted in the operative complaint filed in this action, including without
16 limitation to, claims for restitution and other equitable relief, claims for unpaid
17 wages (including claims for unpaid wages due to time rounding), unpaid
18 overtime wages, meal period penalties, rest period penalties, waiting time
19 penalties, unfair business practices, failure to provide accurate wage statements,
20 failure to maintain required records, declaratory relief, accounting, injunctive
21 relief, civil penalties brought under the Labor Code Private Attorneys General
22 Act of 2004 (Labor Code Section 2698 *et seq.*), claims for penalties of any
23 nature whatsoever arising out of the Released Claims, or any other benefit
24 claimed on account of allegations and claims which are reasonably related to the
25 allegations and claims asserted in the operative Complaint filed in this
26
27
28

1 Litigation. This release shall apply to claims arising at any point up to the entry
2 of preliminary approval of the class settlement. However, claims under the Fair
3 Labor Standards Act ("FLSA") shall be released only by those Class Members
4 who negotiate their settlement checks. Class Members who do not negotiate
5 their settlement Checks will not be deemed to have released claims under the
6 FLSA.
7

8 Paragraph 6 of Section III of the revised Agreement is amended to state as follows:

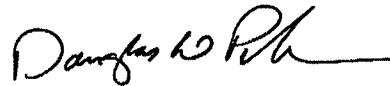
9 Upon the court's final approval of the class settlement and entry of final
10 judgment, each class member shall be deemed to have released Morgan and its parent,
11 J.B. Poindexter & Co. Inc. (only to the extent J.B. Poindexter & Co. Inc. is alleged to be
12 a joint employer of Morgan), and its and their respective shareholders, officers,
13 directors and employees (collectively the "Releasees"), from any and all "Settlement
14 Class Members' Released Claims." For the purposes of this Agreement, the Settlement
15 Class Members' Released Claims are defined as:
16

17 Any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
18 expenses, attorneys' fees, damages, actions or causes of action which are
19 alleged, or reasonably could have been alleged based on the facts and claims
20 asserted in the operative complaint filed in this action, including without
21 limitation to, claims for restitution and other equitable relief, claims for unpaid
22 wages (including claims for unpaid wages due to time rounding), unpaid
23 overtime wages, meal period penalties, rest period penalties, waiting time
24 penalties, unfair business practices, failure to provide accurate wage statements,
25 failure to maintain required records, declaratory relief, accounting, injunctive
26 relief, civil penalties brought under the Labor Code Private Attorneys General
27
28

1 Act of 2004 (Labor Code Section 2698 *et seq.*), claims for penalties of any
2 nature whatsoever arising out of the Released Claims, or any other benefit
3 claimed on account of allegations and claims which are reasonably related to the
4 allegations and claims asserted in the operative Complaint filed in this
5 Litigation. This release shall apply to claims arising at any point up to the entry
6 of preliminary approval of the class settlement. However, claims under the Fair
7 Labor Standards Act ("FLSA") shall be released only by those Class Members
8 who negotiate their settlement checks. Class Members who do not negotiate
9 their settlement Checks will not be deemed to have released claims under the
10 FLSA.
11
12

13
14 Dated: August 23, 2017

RASTEGAR LAW GROUP, APC



15
16 By _____

FARZAD RASTEGAR

DOUGLAS W. PERLMAN

Attorneys for Plaintiff GABRIEL FERNANDEZ

17
18
19 Dated: 8/23, 2017

FISHER & PHILLIPS LLP

20
21 By _____

PETER FLANDERKA

Attorneys for Defendant

MORGAN TRUCK BODY, LLC

PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

I, the undersigned, 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; am employed with the law offices of Fisher & Phillips LLP and my business address is 444 S. Flower Street, Suite 1590, Los Angeles, California 90071.

On **August 23, 2017**, I served the foregoing document entitled **AMENDMENT TO STIPULATED CLASS ACTION AGREEMENT** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Farzad Rastegar
Douglas W. Perlman
RASTEGAR LAW GROUP, APC
1010 Crenshaw Boulevard, Suite 100
Torrance, CA 90501
Tel: (310) 961-9600 / Fax: (310) 961-9094

Attorneys for Plaintiff
GABRIEL FERNANDEZ

☒ **[by MAIL]** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☐ **[by FEDERAL EXPRESS]** I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.

☐ **[by PERSONAL SERVICE]** I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network Attorney Services, whose business address is 1533 Wilshire Blvd., Los Angeles, CA 90017.

☐ **[by FAX]** I caused the aforementioned document(s) to be telefaxed to the aforementioned facsimile number(s). The machine printed a record of the transmission, and no error was reported by the machine.

☒ **STATE** - I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 23, 2017**, at Los Angeles, California.

Mayra Lazcano

Print Name


Signature

24325.1001

PROOF OF SERVICE