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Attorneys for Plaintiffs Joseph Silveira Amaral, Jr. and Mizzell Ausar Trammell, as individuals and on behalf of all others similarly situated.

[Additional Counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JOSEPH SILVEIRA AMARAL JR. and
MIZZELL AUSAR TRAMMELL, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

v.

MINGHUA MEXICO CALIFORNIA, INC.;
AEROTEK, INC.; INVO PEO, INC. III;
HUMAN BEES, INC.; and DOES 1 through
20, inclusive,

Defendants.

Case No. 22CV394492

*Assigned for All Purposes to:
Hon. Theodore C. Zayner
Dept. 19*

**JOINT STIPULATION TO AMEND
SETTLEMENT AGREEMENT**

1 BUCHALTER
A Professional Corporation
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3 SKYE L. DALEY (SBN: 284592)
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8 HUMAN BEES, INC. and INVO PEO, INC. III
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1 **TO THE COURT AND ALL INTERESTED PARTIES:**

2 This stipulation is entered into by and between Plaintiffs Joseph Silveira Amaral Jr. and
3 Mizzell Ausar Trammell (“Plaintiffs”), on the one hand, and Defendants Minghua Mexico
4 California, Inc., Invo Peo, Inc. III, and Human Bees, Inc. (“Defendants”), on the other hand. by and
5 through their undersigned counsel of record. Plaintiffs and Defendants are collectively referred to
6 herein as the “Parties.”

7 WHEREAS, Plaintiffs filed their Motion for Preliminary Approval of Class and PAGA
8 Settlement, with a hearing set for March 19, 2025;

9 WHEREAS, the Court issued a Tentative Ruling, which was thereafter adopted, that
10 outlined the Court’s concerns with the Settlement Agreement and Class Notice;

11 WHEREAS, the Court ordered the Parties to meet and confer regarding the designation of a
12 *cy pres* recipient and various other changes to the language in the Class Notice;

13 WHEREAS, the Parties have met and conferred and agreed to designate Legal Aid at Work
14 as the *cy pres* recipient of uncashed settlement funds;

15 WHEREAS, the Parties have agreed to incorporate the Court’s requested changes to the
16 Class Notice;

17 IT IS THEREFORE STIPULATED AND AGREED, by and between the Parties, though
18 their respective counsel, as follows:

- 19 1. Paragraph 4.4.3. of the Settlement Agreement shall be amended to provide: “For any
20 Class Member whose Individual Class Payment check or Individual PAGA Payment
21 check is uncashed and cancelled after the void date, the Administrator shall transmit the
22 funds represented by such checks to a nonprofit organization, Legal Aid at Work
23 consistent with the Code of Civil Procedure Section 384, subd. (b).
24 2. The Class Notice shall be amended as follows:
 - 25 a. Section 3, Paragraph 5:
26 “Need to Promptly Cash Payment Checks. The front of every check issued for
27 Individual Class Payments and Individual PAGA Payments will show the date
28 when the check expires (the void date). If you don’t cash it by the void date,

your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to Legal Aid at Work, a non-profit organization (“*Cy Pres*”).

b. Section 10:

“WHAT IF I LOSE MY SETTLEMENT CHECK? If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void your settlement share will be donated to Legal Aid at Work and you will have no way to recover the money.

c. Page 2 Paragraph 1:

“If you are a Class Member or Aggrieved Employee as described above, you have options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** If you do not opt-out of the Settlement, you can object to any aspect of the Settlement. Section 7 of this Notice explains how to object in writing and/or in person as well as any related deadlines.

d. Section 8, Paragraph 2:

“Class members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml

Class members who wish to appear remotely are encouraged to contact class

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counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.”

IT IS SO STIPULATED.

DATED: March 28, 2025

AEGIS LAW FIRM, PC

By: Carolyn Bell
Carolyn M. Bell
Attorneys for Plaintiffs

DATED: March 28, 2025

**GORDON REES SCULLY MANSUKHANI,
LLP**

By: Joshua B. Wagner
Joshua B. Wagner
John D. Sager
Attorneys for Defendant Minghua Mexico
California, Inc.

DATED: March 28, 2025

BUCHALTER

By: Alicia Belock
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Skye L. Daley
William Geoffrey Anderson
Attorneys for Defendants HUMAN BEES,
INC. and INVO PEO, INC. III