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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

FRANCISCO GONZALEZ RUVALCABA,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

Plaintiff,

vs.

MODIFIED PLASTICS, INC., a California
corporation; COLOR SCIENCE, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 30-2023-01342909-CU-OE-CXC

**FIRST AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: August 17, 2023
FAC Filed: October 23, 2023
Trial Date: None

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

Plaintiff Francisco Gonzalez Ruvalcaba individually and on behalf of the Class, and Defendants Modified Plastics, Inc., Color Science, Inc. and Plastics Analytical Laboratory, Inc. (collectively the Parties) hereby agree to Amend the provisions of the Parties Joint Stipulation of Class Action and PAGA Settlement Agreement as follows:

DEFINITIONS

1. “Class Period” means the period from August 17, 2019, through December 14, 2025.

2. “PAGA Period” means the period from August 17, 2022, through December 14, 2025.

3. “Objection” means Objection” means a Participating Class Member’s valid and timely written objection to the Settlement Agreement. An Objection Form will be provided for the Class Members to use and sent to the Class Members along with the Class Notice. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number; (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection. Class Members will be provided sixty (60) days within which to submit objections. Class Members who wish to object will need to mail those objections to the Settlement Administrator only. Class Members will not be barred from appearing at the final approval hearing if they have not complied with the objection procedures for mailing objections to the Settlement Administrator. The Settlement Administrator shall provide counsel for the Parties with complete copies of all objections received, including the postmark dates or fax timestamps for each objection, within five (5) calendar days of receipt. Class Counsel will provide copies of any objections and supporting documents to the Court at least ten (10) days before the Final Approval Hearing.

4. “Released Parties” means Defendants Modified Plastics, Inc., Color Science, Inc., and Plastics Analytical Laboratory, Inc. and their officers, directors, employees, and agents.

5. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the Released Class Claims. A Request for Exclusion Form will be provided to the Class Members to use and be sent to the Class Members along with the Class Notice. To be effective, the Request for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

6. "Response Deadline" means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit a Request for Exclusion Form or Objection Form in response to the Settlement, or submit Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

“TERMS OF AGREEMENT

7. Defendant has represented there are approximately 12,407 Workweeks between August 17, 2019, and April 22, 2025. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e., by more than 1,241 Workweeks) Defendant shall increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the

number of workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increase by 11% through the Class Period, then the Gross Settlement Amount shall increase by 1%); If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

8. Settlement Administration Costs: Settlement Administration expenses shall be paid from the Gross Settlement Amount, subject to court approval in an amount not to exceed \$5,500.00. To the extent that Settlement Administration costs are ultimately less than the amount of the quote provided by the selected Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

9. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. (i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the parties may make the initial decision regarding claim disputes, the court may review any decision made by the parties regarding a claim dispute.

10. Request for Exclusion Procedures: Class members will be provided sixty (60) days within which to submit requests for exclusion. A Request for Exclusion for will be provided to the Class Members. Any Class Member wishing to opt-out from the release of the Released Class

1 Claims must sign and postmark a Request for Exclusion Form to the Settlement Administrator by
2 the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
3 address, telephone number, and the last four digits of the Class Member's Social Security number
4 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
5 settlement of the class claims. The date of the postmark on the return mailing envelope receipt
6 confirmation will be the exclusive means to determine whether a Request for Exclusion has been
7 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,
8 who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that
9 were timely submitted. All Class Members who do not request exclusion from the Action will be
10 bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
11 Court. The Request for Exclusion shall not be effective as to the release of claims arising under
12 the Private Attorneys General Act.

13 11. Objection Procedures: Class members will be provided sixty (60) days within
14 which to submit objections. To object to the Class portion of the Settlement, a Participating Class
15 Member must postmark a valid Objection to the Settlement Administrator on or before the
16 Response Deadline. An Objection Form will be provided to the Class Members. The Objection
17 Form must be signed by the Participating Class Member and contain all information required by
18 this Settlement Agreement including the employees full name, address, telephone number, the last
19 four digits of their social security number and/or Employee ID number, the name of the case and
20 case number, and the specific reason including any legal grounds for the Participating Class
21 Members objection. The postmark date will be deemed the exclusive means for determining that
22 the Notice of Objection is timely. Participating Class Members who fail to object in the manner
23 specified above will be foreclosed from making a written objection, but shall still have a right to
24 appear at the Final Approval Hearing in order to have their objections heard by the Court. At no
25 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating
26 Class Members to submit written objections to the Settlement or appeal from the Order and
27
28

Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

12. Release by the State of California and LWDA: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, the L the PAGA Members, shall fully release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this action and covering the same time period. Accordingly, all PAGA Members shall be subject to this release in the same manner as in an action brought by the government as shall all state enforcement agencies. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009)

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF

Dated: 5/14/2026

By:

Signed by:

Francisco Gonzalez Ruvalcaba

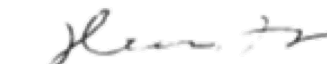
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Francisco Gonzalez Ruvalcaba

Dated: 5/14/2026

PROTECTION LAW GROUP, LLP

By:



Heather Davis

Attorneys for Plaintiff

Dated: _____

DEFENDANT

MODIFIED PLASTICS, INC.

By: _____

Name: _____

Title: _____

Dated: _____

DEFENDANT

COLOR SCIENCE, INC.

By: _____

Name: _____

Title: _____

Dated: _____

DEFENDANT

PLASTICS ANALYTICAL LABORATORY

By: _____

Name: _____

Title: _____

PLAINTIFF

Dated: _____

By: _____

Francisco Gonzalez Ruvalcaba

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____

Heather Davis

Attorneys for Plaintiff

Dated: 5/14/24

DEFENDANT

MODIFIED PLASTICS, INC.

By: S Eubank

Name: STEPHANIE EUBANK

Title: VP OF ADMINISTRATION

Dated: 5/14/24

DEFENDANT

COLOR SCIENCE, INC.

By: S Eubank

Name: STEPHANIE EUBANK

Title: VP OF ADMINISTRATION

Dated: 5/14/24

DEFENDANT

PLASTICS ANALYTICAL LABORATORY

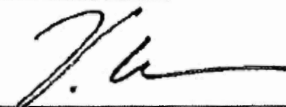
By: S Eubank

Name: STEPHANIE EUBANK

Title: VP OF ADMINISTRATION

1 Dated: 05/14/2026
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O'HAGAN MEYER

4 By: 
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Vickie V. Grasu, Esq.

Kyle Aronson, Esq.