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16 Attorneys for Defendant  
SANTA MONICA SEAFOOD COMPANY

18 SUPERIOR COURT OF CALIFORNIA

19 FOR THE COUNTY OF LOS ANGELES

20 LIZETTE FLORES, individually, and on behalf  
of other aggrieved employees pursuant to the  
21 California Private Attorneys' General Act,

22 Plaintiff,

23 vs.

24 SANTA MONICA SEAFOOD COMPANY, a  
California corporation; and DOES 1 through  
25 100, inclusive,

26 Defendants.

Case No. BC697666

**SECOND AMENDMENT TO JOINT  
STIPULATION OF CLASS ACTION  
SETTLEMENT AND RELEASE OF  
CLAIMS**

1 Plaintiff, Lizette Flores ("Plaintiff"), and Defendant, Santa Monica Seafood Company  
2 ("Defendant") (collectively, the "Parties"), in consideration of mutual promises and covenants,  
3 hereby agree to amend and modify their Joint Stipulation of Class Action Settlement and Release of  
4 Claims, as follows:

5 **RECITALS**

6 1. Plaintiff and Defendant entered into a Joint Stipulation of Class Action Settlement  
7 and Release of Claims (the "Stipulation") on or about January 31, 2020.

8 2. Plaintiff and Defendant entered into a First Amendment to the Stipulation on or about  
9 April 6, 2020.

10 3. Sections III.S. and III.V. of the Stipulation provide, respectively, that "The Parties  
11 and their counsel will cooperate with each other and use their best efforts to effect the  
12 implementation of the Settlement," and "This Agreement may be amended or modified only by a  
13 written instrument signed by counsel for all Parties or their successors-in-interest."

14 4. Counsel whose signatures appear below represent and warrant that they are expressly  
15 authorized by the Parties whom they represent to negotiate and enter into this Second Amendment  
16 to Joint Stipulation of Class Action Settlement and Release of Claims.

17 **NOW, THEREFORE**, the Parties hereby agree to amend and modify the Stipulation as  
18 follows and in no other respects:

19 1. The term "Released Claims" shall not include any claim under the Federal Fair Labor  
20 Standards Act or National Labor Relations Act. Any and all language regarding the release of claims  
21 under the Fair Labor Standards Act or National Labor Relations Act is hereby struck from the  
22 Settlement Agreement.


23 2. Specifically, the definition of "Released Claims" in Section I.EE. on page 5, lines  
24 12-14, shall be amended to strike "all similar provisions under the Federal Fair Labor Standards Act,  
25 including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act."

26 3. Exhibit 1 to the Agreement shall also be amended to strike "all similar provisions  
27 under the Federal Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and  
28 the National Labor Relations Act" from the definition of "Released Claims" in the class notice.

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Dated: June 23, 2020

**PROTECTION LAW GROUP, LLP**

By:   
HEATHER DAVIS  
Attorneys for Plaintiff

Dated: June 24, 2020

**ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP**  
DWIGHT L. ARMSTRONG  
MELISSA K. BELL

By:   
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