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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JORGE AVALOS, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

UNVARNISHED, INC., a California
Corporation; 600 SPRING, LLC, a
California Limited Liability Corporation,
SCOTT GILLEN, an Individual; and
DOES 1 through 250, inclusive,

Defendants.

Case No.: 20STCV16951

The Honorable Maren Nelson
Department 17

CLASS ACTION

**AMENDED STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Action Filed: 04/30/20

AMENDMENT TO SETTLEMENT AGREEMENT

WHEREAS, the parties submitted a Settlement of Class Action and PAGA Settlement and Release ("The Agreement") to the Court for approval.

WHEREAS, the Court expressed concern about the length of the class period due to the delay in the approval of the settlement after the mediation.

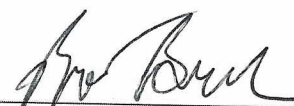
WHEREAS, the parties have negotiated a shortened and finite class period that ends on May 31, 2022.

NOW, THEREFORE, the Parties agree as follows:

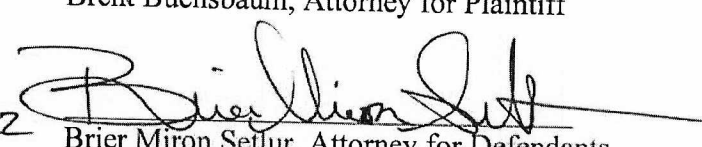
1. ¶1.1 is amended and stricken and shall be replaced with the following text: "Class" or "Class Members" includes all current and former hourly or non-exempt employees and 19 individuals that were misclassified as independent contractors, who worked at Defendant's locations in California at any time from April 30, 2016 until May 31, 2022.
2. ¶1.7 is amended and stricken and shall be replaced with the following text: "Class Period" means the period from April 30, 2016 through and including May 31, 2022."
3. ¶1.25 is amended and stricken and shall be replaced with the following text: "PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant who worked at Defendant's locations in California at any time from March 13, 2019 through and including May 31, 2022."
4. ¶1.27 is amended and stricken and shall be replaced with the following text: "PAGA Period" means the period from March 13, 2019 through and including May 31, 2022."

1 Each undersigned representative of the Parties to this Amendment certifies that he or she
2 is fully authorized by the Party to enter into and execute the terms and conditions of this
3 Amendment, and to legally bind such party to the amendment.
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6 Date: 9/29/22


Brent Buchsbaum, Attorney for Plaintiff

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9 Date: 9/29/2022


Brier Miron Setlur, Attorney for Defendants

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