

AMENDMENT #1 TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Plaintiff Christine Rose (“Plaintiff”), and Defendant Impact Group, LLC (“Defendant”) hereby enter into this Amendment #1 (“Amendment #1”) to the Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.” The Parties hereby amend and revise the following portions of the Agreement:

Definitions; Section 20. “Notice of Objection” means a Class Member’s valid and timely submission of a written objection to the Settlement or oral objection by a Class Member at the Final Approval Hearing. A Class Member may object orally at the Final Approval regardless of whether he or she submitted a written Notice of Objection. A written objection should include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting, in writing or orally, a Notice of Objection or filing an appeal from the Final Order and Judgment. Non-Participating Class Members (*i.e.*, Class Members who submit valid Requests for Exclusion) may not submit an Objection to the Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Objection shall be ignored and the Request for Exclusion will be deemed controlling.

Definitions; Section 39. “Settlement Notice” means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit 1 to this Amendment #1**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member containing: (i) information regarding the nature of the Action; (ii) a summary of the Settlement’s principal terms; (iii) the Class definitions; (iv) the total number of Workweeks the respective Class Member worked for Defendant (according to Defendant’s best available records, and as further set forth in the definition of “Workweeks” herein); (v) the Class Member’s estimated Individual Settlement Award and the formula for calculating Individual Settlement Awards; (vi) the dates which comprise the Class Periods; (vii) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion, and/or Notices of Objection; (viii) the Response Deadline; and (ix) the claims to be released pursuant to the Settlement of the Action.

Definitions; Section 41 “Workweek Dispute” means a written statement that a Class Member disputes the number of Workweeks, as defined herein, listed on his/her Settlement Notice. Any such Workweek Dispute must be e-mailed, faxed or mailed to the Settlement Administrator by the Response Deadline. The date of the e-mail, fax, or postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class Member’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the applicable Class Lists and the number of Workweeks for each Class Member as

defined herein will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator together with the Parties will attempt to resolve all Workweek Disputes. Any unresolved Workweek Disputes shall be decided by the Court.

Section 53 Settlement Administration

iii. Determination of Individual Settlement Awards and Individual PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award and Individual PAGA Payment under the terms of this Stipulation of Settlement, based on the Workweek information as provided by Defendant and defined above. The Settlement Administrator and the Parties will attempt to resolve any disputes concerning the eligibility for and amount of each Individual Settlement Award and Individual PAGA Payment.

iv. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator and the Parties concerning the administration of the Settlement, including the eligibility for and amount of each Individual Settlement Award and Individual PAGA Payment, shall be resolved by the Court.

Section 54 Funding and Allocation of the Gross Settlement Amount

a. Payment to the Class Members

- i. Individual Settlement Award: From the Net Settlement Amount, the Settlement Administrator will calculate each Individual Settlement Award by dividing the Net Settlement Amount by the total number of Workweeks resulting in the Workweek Value and then multiplying the Workweek Value by the number of Workweeks worked by each Class Member, as defined above. All Class Members will be entitled to payment for at least one Workweek. The Settlement Administrator will also calculate the amount to be paid per Workweek, and the Individual Settlement Awards to eligible Class Members. The Settlement Administrator together with the Parties will attempt to resolve all Workweek Disputes. Any unresolved Workweek Disputes shall be decided by the Court..
- ii. [unchanged]
- iii. Each Participating Class Member, PAGA Member, and PAGA Participating Member's Individual Settlement Award and Individual PAGA Payment shall be calculated solely by the Settlement Administrator using Defendant's Workweek data. Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator together with the Parties will attempt to resolve all Workweek Disputes w. Any unresolved Workweek Disputes shall be decided by the Court.

Section 60 Duties of the Parties Following Final Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of Approval and Judgment:

e. Entering judgment in this Action.

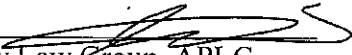
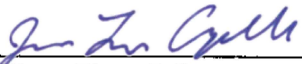
The Parties and their counsel hereby execute this Amendment #1:

Dated: _____ Christine Rose	Dated: <u>Jan. 5, 2022</u> <i>Todd C Johnson</i> Impact Group, LLC Authorized Representative
Dated: _____ By: _____ Zakay Law Group, APLC Shani O. Zakay Attorney for Plaintiff	Dated: <u>Jan. 5, 2022</u> By:  Littler Mendelson, PC Alaya B. Meyers Tracy R. Williams Attorneys for Defendant
Dated: _____ By: _____ Aegis Law Firm, PC Jessica Campbell Attorney for Plaintiff	Dated: _____ By: _____ Blumenthal Nordrehaug Bhowmik De Blouw, LLP Norman Blumenthal Attorney for Plaintiff

Section 60 Duties of the Parties Following Final Approval. Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of Approval and Judgment:

e. Entering judgment in this Action.

The Parties and their counsel hereby execute this Amendment #1:

Dated: <u>12/26/21</u>  Christine Rose	Dated: _____ _____ Impact Group, LLC Authorized Representative
Dated: <u>12/26/21</u> By:  Zakay Law Group, APLC Shani O. Zakay Attorney for Plaintiff	Dated: _____ By: _____ Littler Mendelson, PC Alaya B. Meyers Tracy R. Williams Attorneys for Defendant
Dated: <u>12/29/2021</u> By:  Aegis Law Firm, PC Jessica Campbell Attorney for Plaintiff	Dated: <u>12/27/21</u>  By: _____ Blumenthal Nordrehaug Bhowmik De Blouw, LLP Norman Blumenthal Attorney for Plaintiff