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7 Attorneys for Plaintiff Antonio Delgado, on behalf  
8 of himself and others similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF ORANGE**

11  
12 ANTONIO DELGADO, on behalf of himself  
and others similarly situated,

13  
14 Plaintiff,

15 v.

16 INTENSE LIGHTING, LLC; and DOES 1  
through 100, inclusive,

17 Defendants.  
18  
19

Case No.: 30-2021-01219686-CU-OE-CXC

Assigned for all purposes to:  
Hon. Randall J. Sherman, Dept. CX105

**AMENDMENT TO STIPULATION OF  
CLASS AND REPRESENTATIVE ACTION  
SETTLEMENT**

Continued Preliminary Approval Hearing

Date: September 16, 2022

Time: 10:00 a.m.

Dept.: CX105

1 In furtherance of the Court's order dated July 1, 2022, Plaintiff Antonio Delgado  
2 ("Plaintiff") and Defendant Intense Lighting, LLC ("Defendant"; collectively with Plaintiff, "the  
3 Parties") hereby enter into this Amendment to modify the Stipulation of Class and Representative  
4 Action Settlement ("Settlement Agreement").

5 The Parties amend Paragraph 48(a) of the as follows:

6 **48(a).** The Parties agree that one-third (33 1/3%) of each Individual Settlement  
7 Share will be considered taxable wages and will be reported as such to  
8 each Settlement Class Member on a W-2 Form. The Parties agree two-  
9 thirds (66 2/3%) of each Individual Settlement Share will be considered  
interest and penalties and will be reported as such to each Settlement Class  
Member on an IRS Form 1099 (if required).

10 The Parties amend Paragraph 53(b) as follows:

11 **53(b).** Class Members electing to opt out must complete the Request for  
12 Exclusion Form attached hereto as "**EXHIBIT 2**" no later than the  
Response Deadline.

13 The Parties amend the Class Notice in the "**REVISED EXHIBIT 1**" attached hereto.

14 The Parties amend Paragraph 56(d) as follows:

15 **56(d).** Settlement checks will be valid for a period of one hundred and eighty  
16 (180) calendar days from the date of issuance, and after this time period,  
17 any uncashed check(s) will be cancelled and the funds associated with  
18 such cancelled checks will be transmitted to *cy pres* in conformity with the  
19 requirements of California Code of Civil Procedure section 384. Subject  
to Court approval, the Parties propose the State Bar's Justice Gap Fund,  
one of three significant sources of funding for about one hundred legal aid  
organizations across the state, as the *cy pres* recipient.

20 The Parties amend Paragraph 57(a) and (b) as follows:

21 **57. Binding Effect.**

22 a. Subject to Final Approval, all Settlement Class Members shall be bound  
23 by this Settlement Agreement, the contemplated Final Approval Order and  
Judgment, and the release of Settlement Class Members' Released Claims.

24 b. Subject to Final Approval, all Class Members, whether or not they  
25 submit a request for exclusion from the settlement, employed by  
26 Defendant during the PAGA Period (the "PAGA Group Members"), shall  
27 be bound by this Settlement Agreement, the contemplated Final Approval  
Order and Judgment, and the release of PAGA Group Members' Released  
Claims.

1 Any ambiguities, inconsistencies, or differences between this Amendment and the  
2 Settlement Agreement and exhibits thereto shall be interpreted in favor of this Amendment.

3 Except as otherwise expressly set forth herein, all of the terms of the Settlement  
4 Agreement are hereby incorporated into this Amendment by reference. This Amendment is not  
5 intended and shall not be construed to alter any other provision of the Settlement Agreement in  
6 any way, shape, or form.

7 This Amendment may be executed in any number of counterparts, each of which so  
8 executed shall be deemed to be an original but which together shall be deemed to constitute one  
9 and the same Amendment. Facsimile, electronic, and/or PDF signatures shall have the same force  
10 and effect as original signatures.

11 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this  
12 Amendment between Plaintiff and Defendant as of the date(s) set forth below:

13  
14 PLAINTIFF ANTONIO DELGADO

15  
16 DATED: \_\_\_\_\_

17 Antonio Delgado

18  
19 INTENSE LIGHTING, LLC

20  
21 DATED: 8/22/22

22 By: Vincent LoNigro  
(Print Name)

23 Vincent LoNigro  
(Signature)

24  
25 Its: Associate General Counsel  
(Title)

Any ambiguities, inconsistencies, or differences between this Amendment and the Settlement Agreement and exhibits thereto shall be interpreted in favor of this Amendment.

Except as otherwise expressly set forth herein, all of the terms of the Settlement Agreement are hereby incorporated into this Amendment by reference. This Amendment is not intended and shall not be construed to alter any other provision of the Settlement Agreement in any way, shape, or form.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original but which together shall be deemed to constitute one and the same Amendment. Facsimile, electronic, and/or PDF signatures shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Amendment between Plaintiff and Defendant as of the date(s) set forth below:

PLAINTIFF ANTONIO DELGADO

DATED: 08 / 19 / 2022

  
Antonio Delgado

INTENSE LIGHTING, LLC

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name)

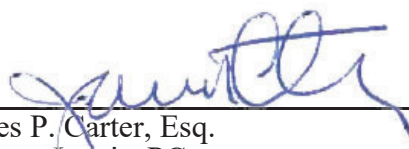
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**APPROVED AS TO FORM:**

DATED: August 23, 2022

By:  \_\_\_\_\_

James P. Carter, Esq.  
Jackson Lewis, PC

*Attorneys for Defendant Intense Lighting, LLC*

DATED: \_\_\_\_\_

\_\_\_\_\_  
Anthony J. Orshansky, Esq.  
Jennifer L. Connor, Esq.  
CounselOne, PC

*Attorneys for Plaintiff Antonio Delgado*

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**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_

James P. Carter, Esq.  
Jackson Lewis, PC

*Attorneys for Defendant Intense Lighting, LLC*

DATED: August 19, 2022



Anthony J. Orshansky, Esq.  
Jennifer L. Connor, Esq.  
CounselOne, PC

*Attorneys for Plaintiff Antonio Delgado*