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Attorneys for PACIFIC SERVICE CREDIT
UNION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

OCTAVIA HOLDMAN, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PACIFIC SERVICE CREDIT UNION; and
DOES 1 through 20, inclusive,

Defendants.

Case No. C21-00644

CLASS ACTION

Assigned for all purposes to:
Dept: 39

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

1 Plaintiff Octavia Holdman (“Plaintiff”) and the Class Members, on the one hand, and
2 Defendant Pacific Service Credit Union (“Defendant”), on the other hand, pursuant to Article VI,
3 section 6.01 of the Parties’ Joint Stipulation of Class Action Settlement and Release (“Settlement
4 Agreement”), hereby agree to amend and supplant the Settlement Agreement as stated herein. Unless
5 expressly set forth herein, all other provisions to the Settlement Agreement will remain unchanged.
6 The amendment stated herein is incorporated into the Settlement Agreement by this reference:

7 **ARTICLE III, Section 3.06(f) is hereby amended to state:**

8 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
9 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
10 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
11 each Class Member. To calculate the minimum amount each Class Member will receive based on
12 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
13 number of Qualifying Workweeks by all Class Members during the Class Period resulting in the
14 “Workweek Value,” and then allocated on a pro rata basis. Qualifying Workweeks will be rounded
15 up to the next whole integer, provided, however, that every Class Member will receive credit for at
16 least one Qualifying Workweek. Each Class Member’s approximate Individual Settlement Payment
17 amount will be included in his or her Notice Packet. After final approval by the Court, the Net
18 Settlement Amount will be dispersed to Participating Class Members (those who did not exclude
19 themselves) on a pro rata basis by multiplying each individual Class Member’s total number of
20 Qualifying Workweeks by the Workweek Value.

21 Each Individual Settlement Payment will represent wages and penalties allocated using the
22 following formula: 10% allocated to wages; 90% allocated to penalties and interest. The amounts
23 paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages
24 and all other authorized and required withholdings and shall be reported by W-2 forms. The
25 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
26 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
27 other than the tax withholdings customarily made from employees’ wages and shall be reported by
28 IRS 1099 forms.

1 No later than ten (10) business days after receiving the Gross Settlement Amount from
2 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
3 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
4 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
5 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
6 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
7 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
8 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
9 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
10 of that 180-day time period will be void, and the uncashed funds shall be paid to Children's Miracle
11 Network Hospitals as the *cy pres* beneficiary pursuant to Cal. Code Civ. Proc. § 384(b). Defendant
12 does not have any ownership, associational, or other interest in Children's Miracle Network
13 Hospitals, and provision of uncashed funds to Children's Miracle Network Hospitals would not net
14 in a reversion to Defendant of said potential sums.

15 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
16 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
17 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
18 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
19 Settlement Administrator is unable to obtain a valid mailing address through this process, the
20 Settlement Administrator will tender the funds from the undeliverable checks to the Children's
21 Miracle Network Hospitals in the name of the Class Member for whom the funds are designated.

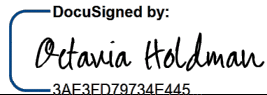
22 EXECUTION BY PARTIES

23 The Parties and their counsel hereby execute this Agreement.
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Dated: 6/9/2022

OCTAVIA HOLDMAN

By: 
3AE3ED79734E445

Named Plaintiff

Dated: _____

PACIFIC SERVICE CREDIT UNION

By: _____
Jenna Lampson, President, On Behalf Of
And An Authorized Representative Of
Pacific Service Credit Union

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Dated: _____

OCTAVIA HOLDMAN

By: _____
Named Plaintiff

Dated: 6/8/22

PACIFIC SERVICE CREDIT UNION

By: Jenna Lampson
Jenna Lampson, President, On Behalf Of
And An Authorized Representative Of
Pacific Service Credit Union