

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

BLANCA ROMERO RAMIREZ, individually,
and on behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

YIN MANAGEMENT, INC., a California
corporation; LIU-YIN PARTNERS, LP, a
California limited partnership; YIN FAMILY
LIMITED PARTNERSHIP - REAL ESTATE,
L.P., a California limited partnership; YIN-LIN
FAMILY LIMITED PARTNERSHIP, a
California limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 34-2021-00301530-CU-OE-GDS

Assigned to the Hon. Christopher E. Krueger

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

**ADDENDUM TO THE JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND RELEASE**

This addendum (“Addendum”) to the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) is made and entered into by and between Plaintiffs Blanca Romero Ramirez and Cristina Contreras (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of the proposed Settlement Class, and Defendant Yin Management, Inc. (“Defendant”) (collectively with Plaintiffs, the “Parties”), pursuant to Paragraph 74 of the Settlement Agreement, which provides: “No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.”

This Addendum incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Addendum modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Settlement will be interpreted and construed in favor of this Addendum.

Amended Paragraph 39— No Right to Exclusion or Objections by PAGA Members to the PAGA Settlement and Release: Because this settlement resolves claims brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims. Upon the Effective Date, all PAGA Members will be bound by the release of the Released PAGA Claims, and will receive their respective shares of the PAGA Fund. Nothing in this paragraph is to be construed to prevent Class Members who are also PAGA Members from opting out of the release of the Released Class Claims.

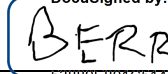
THIS SECTION LEFT BLANK

1 **IT IS SO STIPULATED.**

2
3 Dated: 4/21/2022 _____

PLAINTIFF

DocuSigned by:



Blanca Romero Ramirez

PLAINTIFF

6 Dated: _____

Cristina Contreras

DEFENDANT YIN MANAGEMENT, INC.

10 Dated: _____

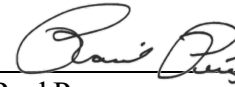
Please Print Name of Authorized Signatory

13 **APPROVED AS TO FORM**

CAPSTONE LAW APC

15 Dated: 4/21/2022 _____

By: _____



Raul Perez

Attorneys for Plaintiff Blanca Romero Ramirez

WINSTON LAW GROUP, P.C.

20 Dated: _____

By: _____

David S. Winston

Attorneys for Plaintiff Cristina Contreras

LEWIS BRISBOIS BISGAARD & SMITH LLP

24 Dated: _____

By: _____

Katherine C. Den Bleyker

Attorneys for Defendant Yin Management, Inc., Liu-
Yin Partners, LP, Yin Family Limited Partnership –
Real Estate, L.P., and Yin-Lin Family Limited
Partnership

1 **IT IS SO STIPULATED.**

2 **PLAINTIFF**

3 Dated: _____

4 Blanca Romero Ramirez

5 **PLAINTIFF**

6 Dated: _____

7 Cristina Contreras

8 **DEFENDANT YIN MANAGEMENT, INC.**

9 Dated: _____

10 Please Print Name of Authorized Signatory

11 **APPROVED AS TO FORM**

12 **CAPSTONE LAW APC**

13 Dated: _____

14 By: _____

15 Raul Perez
16 Attorneys for Plaintiff Blanca Romero Ramirez

17 **WINSTON LAW GROUP, P.C.**

18 Dated: 4/21/2022

19 By: _____

20 David S. Winston
21 Attorneys for Plaintiff Cristina Contreras

22 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

23 Dated: _____

24 By: _____

25 Katherine C. Den Bleyker
26 Attorneys for Defendant Yin Management, Inc., Liu-
27 Yin Partners, LP, Yin Family Limited Partnership –
28 Real Estate, L.P., and Yin-Lin Family Limited
Partnership

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED.

PLAINTIFF

Dated: _____

Blanca Romero Ramirez

PLAINTIFF

Dated: _____

Cristina Contreras

DEFENDANT YIN MANAGEMENT, INC.

Dated: 4/19/22


Please Print Name of Authorized Signatory
CC Yin

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Blanca Romero Ramirez

WINSTON LAW GROUP, P.C.

Dated: _____

By: _____
David S. Winston
Attorneys for Plaintiff Cristina Contreras

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: April 20, 2022


By: _____
Katherine C. Den Bleyker
Attorneys for Defendant Yin Management, Inc., Liu-Yin Partners, LP, Yin Family Limited Partnership – Real Estate, L.P., and Yin-Lin Family Limited Partnership

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE SACRAMENTO

BLANCA ROMERO RAMIREZ,
individualmente, y en nombre de otros
miembros del público en general en situación
similar,

Demandante,

vs.

YIN MANAGEMENT, INC., una corporación
de California; LIU-YIN PARTNERS, LP, una
sociedad limitada de California; YIN FAMILY
LIMITED PARTNERSHIP - REAL ESTATE,
L.P., una sociedad limitada de California; YIN-
LIN FAMILY LIMITED PARTNERSHIP, una
sociedad limitada de California; y PERSONAS
DESCONOCIDAS del 1 al 10, inclusive,

Demandados.

Caso No.: 34-2021-00301530-CU-OE-GDS

Asignado a la Honorable Christopher E. Krueger

**APÉNDICE A LA PROPUESTA CONJUNTA
DE ACUERDO DE DEMANDA COLECTIVA
Y DESCARGO**

**APÉNDICE A LA PROPUESTA CONJUNTA DE
ACUERDO DE DEMANDA COLECTIVA Y DESCARGO**

El presente apéndice ("Apéndice") a la Propuesta Conjunta de Acuerdo de Demanda Colectiva y Descargo ("Acuerdo de Conciliación") se realiza y celebra entre los Demandantes Blanca Romero Ramírez y Cristina Contreras ("Demandantes" o "Representantes de la Demanda Colectiva"), como personas físicas y en nombre de la Demanda Colectiva propuesta, y la parte Demandada, Yin Management, Inc. ("Demandado") (colectivamente con los Demandantes, las "Partes"), de conformidad con el Párrafo 74 del Acuerdo de Conciliación, que establece: "Ningún cambio, enmienda o modificación del presente Acuerdo de Conciliación será válido a menos que sea por escrito y firmado por las Partes o sus representantes legales."

El presente Apéndice incorpora por referencia todos los términos y condiciones del Acuerdo de Conciliación. Pero para aquellos términos y condiciones específicos que este Apéndice modifique, todos los términos y condiciones del Acuerdo seguirán siendo efectivos y exigibles. Cualquier inconsistencia o diferencia entre el presente Apéndice y el Acuerdo se interpretará a favor del presente Apéndice.

Párrafo 39 enmendado - Sin derecho de Exclusión u Objeciones por parte de los miembros de PAGA al Acuerdo PAGA y Descargo: Debido a que el presente acuerdo resuelve reclamaciones presentadas de conformidad con PAGA por los Demandantes que actúan como apoderados y como Procuradores Generales Privados del Estado de California y la LWDA, ningún Miembro de PAGA tiene el derecho de excluirse del descargo de las Reclamaciones de PAGA Renunciadas. En la Fecha de entrada en vigor, todos los Miembros de PAGA estarán obligados por el descargo de las Reclamaciones de PAGA Renunciadas, y recibirán su respectiva parte del Fondo de PAGA. Nada de lo contenido en este párrafo debe interpretarse para evitar que los Miembros de la Demanda Colectiva que también son Miembros de PAGA puedan optar por no descargar las Reclamaciones de la Demanda Colectiva Renunciadas.

**ESTA SECCIÓN SE HA DEJADO EN
BLANCO**

1 **ASÍ QUEDA ESTIPULADO.**

2
3 Fecha: 4/21/2022

DEMANDANTE

DocuSigned by:

BERR

Blanca Romero Ramirez

DEMANDANTE

6
7 Fecha:

Cristina Contreras

DEMANDADO YIN MANAGEMENT, INC.

10 Fecha:

Nombre del firmante autorizado en mayúsculas

13 **APROBADO EN CUANTO A SU FORMA**

CAPSTONE LAW APC

16 Fecha:

Por:

Raul Perez

Abogados de la Demandante Blanca Romero Ramirez

WINSTON LAW GROUP, P.C.

20 Fecha:

Por:

David S. Winston

Abogados de la Demandante Cristina Contreras

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

24 Fecha:

Por:

Katherine C. Den Bleyker

Abogados del Demandado Yin Management, Inc.,
Liu-Yin Partners, LP, Yin Family Limited Partnership
– Real Estate, L.P., y Yin-Lin Family Limited
Partnership

ASÍ QUEDA ESTIPULADO.

DEMANDANTE

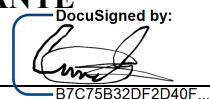
Fecha: _____

Blanca Romero Ramirez

DEMANDANTE

Fecha: 4/21/2022

Cristina Contreras

DocuSigned by:

B7C75B32DF2D40F...

DEMANDADO YIN MANAGEMENT, INC.

Fecha: _____

Nombre del firmante autorizado en mayúsculas

APROBADO EN CUANTO A SU FORMA

CAPSTONE LAW APC

Fecha: _____

Por: _____

Raul Perez
Abogados de la Demandante Blanca Romero Ramirez

WINSTON LAW GROUP, P.C.

Fecha: _____

Por: _____

David S. Winston
Abogados de la Demandante Cristina Contreras

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

Fecha: _____

Por: _____

Katherine C. Den Bleyker
Abogados del Demandado Yin Management, Inc.,
Liu-Yin Partners, LP, Yin Family Limited Partnership
– Real Estate, L.P., y Yin-Lin Family Limited
Partnership



CERTIFIED TRANSLATION

A copy of the translated version is attached to this statement of certification.

Documents Translated For:

LAST NAME: Brouillette	FIRST NAME: Brandon	MIDDLE NAME: N/A
COMPANY: Capstone Law APC	DIVISION: N/A	

List of Materials Translated:

2022 04-11 Addendum to Settlement (Yin Mgmt).doc

Source Language:	English
Target Languages:	Spanish

Dallas, Texas

WITH REFERENCE TO THE ABOVE-MENTIONED MATERIALS/DOCUMENTS, we at ASTA-USA Translation Services, Inc., a professional document translation company, confirm that we are accredited and competent to translate the above referenced document(s) and attest that the language translation completed by ASTA-USA's certified professional translators, represents an accurate and correct interpretation of the terminology/content of the source document(s). **This is to certify the correctness of the translation only.** We do not guarantee that the original is a genuine document or that the statements contained in the original document(s) are true.

IN WITNESS WHEREOF, ASTA-USA Translation Services, Incorporated has caused the Certificate to be signed by its duly authorized officer(s).

By:

Alain J Roy, President

Date: April 20, 2022



The National Association of Judiciary Interpreters & Translators
Member in Good Standing #7031



The American Translators Association
Member in Good Standing #243198



International Operations: Dallas, Texas
Administrative Offices: P.O. Box 22259 - Cheyenne, Wyoming 82003
Tel. 1.866.446.1860 □ ASTA-USA.com □ LegalTranslationSolutions.com