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Attorneys for Plaintiff Vaughn Henry Whitmore,  
individually, and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ALAMEDA**

VAUGHN HENRY WHITMORE,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

vs.

CHEETAH TECHNOLOGIES, INC;  
CHEETAH DIRECT, LLC; and DOES 1  
through 20, inclusive,

Defendants.

Case No. 22CV010032

*Assigned for all purposes to:  
Hon. Somnath Raj Chatterjee  
Dept. 21*

**SECOND SUPPLEMENTAL BRIEF IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: August 12, 2025

Time: 2:30 p.m.

Dept.: 21

1     **I.       INTRODUCTION**

2             Plaintiff Vaughn Henry Whitmore (“Plaintiff”) provides this Second Supplemental Brief  
3 in response to the Court’s tentative ruling on Plaintiff’s Motion for Preliminary Approval of Class  
4 Action Settlement (“Motion”). Concurrently with this Brief, Plaintiff submits the Second  
5 Supplemental Declaration Of Jessica L. Campbell In Support Of Second Supplemental Brief In  
6 Support Of Plaintiff’s Motion For Preliminary Approval Of Class Action Settlement (“Campbell  
7 Decl.”) with the following exhibits:

- 8             • Exhibit 1: amended Class Action and PAGA Settlement Agreement is attached to the  
9 Campbell Decl. as **Exhibit 1**, with the Class Notice included as **Exhibit 1A**.
- 10            • Exhibit 2: Redlined version of the Settlement as **Exhibit 2**, with redlined Class Notice  
11 included as **Exhibit 2A**.
- 12            • Exhibit 3: Redlined Proposed Order.
- 13            • Exhibit 4: Confirmation email from LWDA confirming submission of the amended Class  
14 Action and PAGA Settlement Agreement and Class Notice, as well as this Supplemental  
15 Brief to the LWDA.

16     **II.     THE COURT’S TENTATIVE RULING**

17       **A.   The Settlement.**

18            **Issue 1: RESIDUAL BENEFICIARY**

19            “The remaining issue is Agreement para 4.8.3, which states: “For any Class Member  
20 whose Individual Class Payment check or Individual PAGA Payment check is uncashed and  
21 cancelled after the void date, the Administrator shall transmit the funds represented by such  
22 checks to East Bay Community Law Center (EBCLC), in the name of the Class Member  
23 thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil  
24 Procedure Section 384, subd. (b).” This is inconsistent with Issues #6 and #7 in the order of  
25 6/3/25, which concern the possibility of a second distribution and the need for a court review  
26 of the final accounting before distribution to a residual beneficiary.”

27            **Issue 1 Response:**

1 The settlement agreement and notice have been amended to be consistent with the  
2 possibility of a second distribution and the need for a court review of the final accounting before  
3 distribution to a residual beneficiary.

4 Section 4.8.3 now reads as follows, with bolding added to highlight the changes:

5 For any Class Member whose Individual Class Payment check or Individual PAGA  
6 Payment check is uncashed and cancelled after the void date, if the Court approves  
7 distribution to the cy pres, the Administrator shall transmit the funds represented by  
8 such checks to East Bay Community Law Center (EBCLC), in the name of the Class  
9 Member thereby leaving no “unpaid residue” subject to the requirements of  
10 California Code of Civil Procedure Section 384, subd. (b). **Funds will not be**  
11 **distributed to East Bay Community Law Center (EBCLC) until after Court**  
12 **approval of a final accounting. If there are significant uncashed checks after**  
13 **the initial distribution, then class counsel may propose a second distribution to**  
14 **the person who cashed the first checks. Based on information provided by the**  
15 **claims administrator, the court might order a second distribution.** (Campbell  
16 Decl.; Exhibits 1 and 2 at § 4.8.3.)

17 Section 3(E) of the class notice now reads as follows:

18 Need to Promptly Cash Payment Checks. The front of every check issued for  
19 Individual Class Payments and Individual PAGA Payments will show the date when  
20 the check expires (the void date). If you don’t cash it by the void date, your check  
21 will be automatically cancelled, and if the court approves distribution to the cy pres,  
22 the monies will be deposited with the East Bay Community Law Center (EBCLC)  
23 in your name. **Funds will not be distributed to East Bay Community Law Center**  
24 **(EBCLC) until after Court approval of a final accounting. If there are**  
25 **significant uncashed checks after the initial distribution, then class counsel may**  
26 **propose a second distribution to the person who cashed the first checks. Based**  
27 **on information provided by the claims administrator, the court might order a**  
28 **second distribution.** (See Campbell Decl., Exhibits 1A, and 2A at § 4.8.3. and

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Section 3(E))

Dated: August 1, 2025

**AEGIS LAW FIRM, PC**

By /s/ Jessica L. Campbell

Jessica L. Campbell  
Attorneys for Plaintiff Vaughn Henry Whitmore