

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

*Theresa Catherine Porter Brown v. Acrisure of California, LLC dba Shorepoint Insurance Services
Superior Court of the State of California, County of Orange
Case No. 30-2022-01276438-CU-OE-CXC*

This First Amendment to Joint Stipulation of Class Action and PAGA Representative Action Settlement Agreement and Release of Claims (“First Amendment”) is made by and between the Named Plaintiff and Defendant (the “Parties”) and enumerates all amended terms of the Joint Stipulation of Class Action and PAGA Representative Action Settlement Agreement and Release of Claims (the “Settlement Agreement”).

All other provisions of the Settlement Agreement are incorporated by reference as if set forth fully herein, and this First Amendment shall not be deemed a waiver by any party of any provisions, conditions, obligations, or rights otherwise available under the Settlement Agreement.

RECITALS

WHEREAS, on or around September 8, 2023, the Parties fully executed the Settlement Agreement, and Plaintiff subsequently submitted a Motion for Preliminary Approval of the Class and Representative Action to the Superior Court of the State of California, County of Orange (the “Court”);

WHEREAS, on or around October 27, 2023, the Court issued a Minute Order instructing the Parties to amend two provisions of the original Settlement Agreement and continued the initial hearing so that the Parties may make these amendments and respond to other questions of the Court;

Whereas, the Parties now execute this First Amendment that makes the amendments as instructed by the Court.

A. AMENDMENTS MADE TO THE SETTLEMENT AGREEMENT

On the cover page, the title of the document is hereby amended to “Amended Joint Stipulation of Class Action and PAGA Representative Action Settlement Agreement and Release of Claims.”

Paragraph 31 of the Settlement Agreement is hereby amended to clarify that the “Released PAGA Claims” are limited to claims under the Private Attorneys General Act of 2004:

31. For purposes of this Settlement, “Released PAGA Claims” or “PAGA Claims” means any and all claims, causes of action, demands, damages, or liabilities under the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* (“PAGA”), arising at any time during the PAGA Period that were pled or

which could have been pled based on the factual allegations contained in the Complaint, including claims premised on the alleged Labor Code violations identified in Section 36(c) herein. The Released PAGA Claims include all types of relief available for the Released PAGA Claims, including without limitation any claims for damages, penalties, fines, attorneys' fees, costs, expenses or interest.

Paragraph 32 of the Settlement Agreement is hereby amended to allow sixty (60) days to allow for opt-outs, objections, and workweek disputes:

32. For purposes of this Settlement, "Response Deadline" means the date sixty (60) calendar days after the Settlement Administrator initially mails the Notice to Settlement Class Members and the last date on which Settlement Class Members may submit a Request for Exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 60 calendar days after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended only as expressly described herein.

B. AMENDMENTS MADE TO THE NOTICE

Second paragraph on page 1 is hereby amended to reflect the existence of this First Amendment:

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on , 2024 to address whether the proposed settlement should be approved (the "Final Approval Hearing"). You may be entitled to receive a payment under the terms of this settlement contained in the Joint Stipulation of Class Action and PAGA Representative Action Settlement Agreement and Release of Claims (the "Settlement" or "Agreement") and the First Amendment to Joint Stipulation of Class Action and PAGA Representative Action Settlement Agreement and Release of Claims ("First Amendment").

Fourth paragraph on page 5 is hereby amended to clarify that the "Released PAGA Claims" are limited to claims under the Private Attorneys General Act of 2004:

Release of PAGA Claims by PAGA Employees. If the Court approves the Settlement, the Court will enter Judgment, and the Settlement Agreement will bind the LWDA and all of the PAGA Employees, and will bar them from bringing certain PAGA claims against Acrisure and all of the Released Parties, whether the PAGA Employee timely submits a valid request for exclusion from the Settlement Class or not. Specifically, after Final Approval by the Court, the Settlement will fully and finally release and discharge Acrisure and all of the Released Parties from any and all claims, causes of action, demands, damages, or liabilities under the Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*, arising at any time during the PAGA Period that were pled or which could have been pled based on the factual allegations contained in Plaintiff's First Amended Complaint including claims premised on the alleged Labor Code violations identified in the Lawsuit (collectively, the "PAGA Released Claims"). The PAGA Released Claims include all types of relief available for the PAGA Released Claims, including without limitation any claims for damages, penalties, fines, attorneys' fees, costs, expenses or interest. This Settlement shall constitute, and may be pleaded as, a complete and total defense to any PAGA Released Claims if raised in the future. Each PAGA Employee will be bound by the foregoing Release of PAGA Claims, and this Notice

shall have the same force and effect as if the Settlement Agreement containing this Release of PAGA Claims was executed by each PAGA Employee.

Section VIII on page 7 is hereby amended to reflect the existence of this First Amendment:

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement), along with its First Amendment, at Office of the Clerk, Orange County Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information. Information about this case is also available online by inputting the case number at the Court's website <https://www.occourts.org/online-services/case-access/> under the "Civil Case and Document Access" link.

Section V on Page 6 and Section VII on page 7 are amended to refer to the correct department, CX 101.

On page 1, page 4, page 6, and page 7, are amended to refer to 2024 for the date.

A true and correct copy of the Settlement Agreement, with the changes hereby made noted in redlines, is attached hereto as **Exhibit 1**. A true and correct copy of the Notice, with the changes hereby made noted in redlines, is attached hereto as **Exhibit 2**.

