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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

KAWANNA J. MCDONALD, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004,

Plaintiff,

v.

THE MANAGEMENT ASSOCIATION, INC., a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2022-01289186-CU-OE-CXC

[Assigned to the Hon. David A. Hoffer, in Dept CX-103]

**AMENDMENT TO PAGA SETTLEMENT AGREEMENT**

Pursuant to this Court's July 20, 2026, Order continuing the hearing on Motion for Approval of Representative Action Settlement, Kawanna J. McDonald ("Plaintiff"), and defendant The Management Association, Inc. dba The Management Trust ("Defendant") hereby agree to the following amendment to the PAGA Settlement Agreement:

1. Paragraph 1.26. of the PAGA Settlement Agreement shall be modified to now state:

**1.26. "Released Parties"** means the Defendant, and each of its parents, divisions, managing members, employees, directors, officers, shareholders, owners, board members, agents, trustees, predecessors, assigns, subsidiaries, and members of the foregoing.

2. Paragraph 5.2. of the PAGA Settlement Agreement shall be modified to now state:

**5.2. Release by Aggrieved Employees.** Plaintiff, Aggrieved Employees, the State of California and the LWDA, by and through Plaintiff as an agent and proxy of the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and/or the PAGA Notice. Aggrieved Employees may not opt-out of the Release by Aggrieved Employees.

3. Paragraph 8.1. of the PAGA Settlement Agreement shall be modified to now state:

**8.1 Increase in the Gross Settlement Amount.** Defendant represents that there are no more than 25,500 Pay Periods worked during the PAGA Period. In the event the number of Pay Periods worked increases by more than 10%, or an additional 2,550 Pay Periods worked, then the Gross Settlement Amount shall be increased proportionally by the Pay Periods worked in excess of 28,050 (e.g., if the number of Pay Period is 15% greater than 25,500, the Gross Settlement Amount will increase by 5%).

**IT IS SO AGREED:**

[SIGNATURE PAGE FOLLOWS]

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For Plaintiff, Kawanna J. McDonald

For Defendant, The Management Association, Inc.

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