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Falcon Trading Company

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

SALLY MCNEIL, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

FALCON TRADING COMPANY; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 22CV003704

*Assigned for All Purposes to:
Hon. Carrie M. Panetta
Dept. 14*

**JOINT STIPULATION TO AMEND CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT; ~~PROPOSED~~ ORDER**

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 05/16/2025
By Deputy: Nazarian, Agnes

1 **TO THE COURT, ALL PARTIES, AND COUNSEL OF RECORD:**

2 Plaintiff Sally McNeil (“Plaintiff”), on behalf of the aggrieved employees, and Defendant
3 Falcon Trading Company (“Defendant”) (collectively the “Parties”), by and through their counsel
4 of record, hereby stipulate and agree as follows:

5 WHEREAS, on October 10, 2024, the Court issued a tentative ruling granting Plaintiff’s
6 motion for preliminary approval of class action settlement, subject to the Parties modifying ¶ 4.4.3
7 of the Parties’ Settlement Agreement to reflect that the unclaimed settlement funds go to a *cy pres*
8 organization, to be identified at the time of the Motion for Final Approval. The Class Notice was
9 also ordered to be modified to reflect that the unclaimed funds will go to a *cy pres*, and removing
10 all references to the unclaimed property fund.

11 WHEREAS on October 22, 2024, the Court issued an order granting preliminary approval
12 of the Parties’ class action settlement;

13 WHEREAS the class notice was administered to the Class Members on November 25,
14 2024, with the modified language required by the Court, in both English and Spanish, and the
15 notice process concluded on January 24, 2025.

16 WHEREAS, after further meet and confers among counsel, the Parties have selected a
17 mutually agreeable *cy pres* recipient, the Community Action Board of Santa Cruz County, Inc.,
18 and agreed to amend their settlement agreement as stated herein.

19 WHEREAS, neither Party has any financial interest in, or association with the *selected cy*
20 *pres* recipient.

21 **THEREFORE, THE PARTIES AGREE, STIPULATE, AND REQUEST AS**
22 **FOLLOWS:**

- 23 1. Paragraph 4.4.3 of the Class Action and PAGA Settlement Agreement shall be amended
24 from “For any Class Member whose Individual Class Payment check or Individual
25 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
26 shall transmit the funds represented by such checks to the California Controller’s
27 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid
28 residue” subject to the requirements of California Code of Civil Procedure Section 384,

subd. (b).” to “For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to **a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b), the Community Action Board of Santa Cruz County, Inc. (“Cy Pres Recipient”).** The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.” (emphasis added).

IT IS SO STIPULATED.

Dated: May 9, 2025

AEGIS LAW FIRM, PC

By: Alexander G.L. Davies
Alexander G.L. Davies
Attorneys for Plaintiff

Dated: May 9, 2025

BARSAMIAN & MOODY

By: /s/ Catherine M. Houlihan
 Ronald H. Barsamian
 Patrick S. Moody
 Catherine M. Houlihan
 Attorneys for Defendant

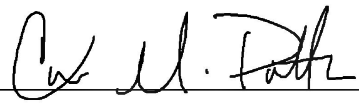
1 ~~PROPOSED~~ ORDER

2 After reviewing the above Joint Stipulation to ~~Continue Trial Dates~~ and good cause
3 existing therefore, **IT IS HEREBY ORDERED THAT:**

- 4 1. Paragraph 4.4.3 of the Class Action and PAGA Settlement Agreement submitted to the
5 Court in the Declaration of Alexander G.L. Davies in support of Plaintiff's Motion for
6 Preliminary Approval, filed on September 4, 2024, shall be amended from "For any
7 Class Member whose Individual Class Payment check or Individual PAGA Payment
8 check is uncashed and cancelled after the void date, the Administrator shall transmit the
9 funds represented by such checks to the California Controller's Unclaimed Property
10 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
11 the requirements of California Code of Civil Procedure Section 384, subd. (b)." to "For
12 any Class Member whose Individual Class Payment check or Individual PAGA
13 Payment check is uncashed and cancelled after the void date, the Administrator shall
14 transmit the funds represented by such checks to a **Court-approved nonprofit**
15 **organization or foundation consistent with Code of Civil Procedure Section 384,**
16 **subd. (b), the Community Action Board of Santa Cruz County, Inc. ("Cy Pres**
17 **Recipient"). The Parties, Class Counsel and Defense Counsel represent that they**
18 **have no interest or relationship, financial or otherwise, with the intended Cy Pres**
19 **Recipient."** (emphasis added).

20
21 **IT IS SO ORDERED.**

22
23 Dated: 5/16/2025

24 
25 THE HONORABLE CARRIE M. PANETTA
26 JUDGE OF THE SUPERIOR COURT
27
28