# AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This shall serve as an amendment to the **Joint Stipulation of Class Action Settlement and Release of Claims** ("Settlement Agreement") entered into in September 2024 between Plaintiff Raul Ibarra ("Plaintiff"), individually, as a representative of the Class Members and as a representative of the State of California and Aggrieved Employees, as defined below, and Defendant Stephens Institute ("Defendant") (Plaintiff and Defendant are collectively referred to as "the Parties"). All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended and superseded as follows:

- 1.13 "Class Period" or "Class Settlement Period" means the period from July 14, 2019 through August 25, 2024.
- 1.33 "PAGA Period" means the period from July 14, 2022 through August 25, 2024.
- 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all disputes, claims and/or causes of action for wages, statutory and civil penalties (but not PAGA penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post judgment interest, attorney's fees, and costs pleaded in the Operative Complaint in the Action, Plaintiff's PAGA Notice to the LWDA, and/or which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein during the Class Period. This includes claims for: failure to pay all regular wages, minimum wages, straight time wages, and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay all wages at the correct rate of pay (including premium pay such as, meal period premiums, rest break premiums, and California Paid Sick Leave); failure to provide meal periods; failure to provide rest periods; failure to provide accurate, itemized wage statements; failure to pay wages due during employment; failure to pay all wages due at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide

sick pay, California Paid Sick Leave pay, and COVID-19 sick pay; unfair competition related to any or all of the foregoing. This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 200 *et seq*., 201, 202, 203, 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 et. seq., 248.1, 248.2, 248.5, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code § 17200 *et seq*.; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission Wage Orders MW-2014 ("Released Class Claims").

- 5.3 Released PAGA Claims: Plaintiff and the State of California's LWDA, through Plaintiff in his capacity as a representative of the State of California, 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 civil penalties under the Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*. ("PAGA"), that were alleged in the PAGA Notice, the Operative Complaint in the Action, and/or claims for PAGA penalties which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein during the PAGA Period. This release includes claims for PAGA penalties based on: failure to pay all regular wages, minimum wages, straight time wages, and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay all wages at the correct rate of pay (including premium pay such as, meal period premiums, rest break premiums, and California Paid Sick Leave); failure to provide meal periods; failure to provide rest periods; failure to provide accurate, itemized wage statements; failure to pay wages due during employment; failure to pay all wages due at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, California Paid Sick Leave pay, and COVID-19 sick pay; unfair competition related to any or all of the foregoing. This release includes claims for PAGA penalties premised on: California Labor Code §§ 90.5, 200 et seq., 201, 202, 203, 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 et. seq., 248.1, 248.2, 248.5, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802 and 2699 ("Released PAGA Claims").

- 5.4. The Parties agree that the doctrines of res judicata, claim preclusion, issue preclusion, primary rights, and collateral estoppel shall fully and broadly apply to Released Class Claims and the Released PAGA Claims in this Settlement to the greatest effect and extend permitted by law.
- 5.5. After the Court grants final approval of the Class and Representative Action Settlement, Class Counsel will provide the LWDA with copy of the Judgement which will include the definition of Aggrieved Employees and the Released PAGA Claims.
- 5.6. Each Aggrieved Employee will be issued a check for their share of twenty-five percent (25%) of the PAGA allocation and will not have the opportunity to opt out of, or object to, the release of the PAGA claims. Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their portion of the PAGA allocation or exclude themselves from the class portion of the settlement.
- 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records, Defendant represented at mediation there are 2,270 Class Members who collectively worked a total of 141,290 Workweeks ("Extrapolated Work Weeks") from July 14, 2019 through April 29, 2024. If the actual number of Workweeks during the Class Period exceeds the Extrapolated Workweeks by more than 5% (7,065 workweeks), then Defendant may elect to either (a) increase the Gross Settlement Amount by the same number of percentage points above 5% by which the increase in the actual number of Workweeks exceeds 7,065 (for example, if such increase in Workweeks is 10% over 141,290 Workweeks, then the Gross Settlement Amount will increase by 5%), or (b) change the end date for the Class Period and PAGA Period such that the Class Period and PAGA Period end on the date that the total Workweeks do not exceed 148,355 Workweeks (i.e., 105% of the Extrapolated Workweeks).

Dated: 6/9/2025

Signed by:
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Raul Ibarra
Plaintiff

Dated: 6/9/25

David Yeremian
Alvin B. Lindsay
Enoch J. Kim
Melissa Rodriguez
D.LAW, INC.
*Attorneys for Plaintiff*

Dated: ______________________

Defendant Stephens Institute

Dated: ______________________

*Angela Rafoth*
*Krystal Saleh*
*Attorneys for Defendant Stephens Institute*

Dated: ________________

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Plaintiff

Dated: ________________

______________________________
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D.LAW, INC.
*Attorneys for Plaintiff*

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Defendant Stephens Institute

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*Angela Rafoth*
*Krystal Saleh*
*Attorneys for Defendant Stephens Institute*

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