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[ADDITIONAL COUNSEL LISTED ON NEXT PAGE]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

DANIEL THOMAS ATALIG HOCOG and
ALFRED ESTRADA SANTOS JR.,
individually, and on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

SERVICE MANAGEMENT SYSTEMS, INC., a
Tennessee corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. C23-02424

*Assigned for all purposes to:
Hon. Edward G. Weil
Department 39*

**SUPPLEMENTAL AGREEMENT TO
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: September 26, 2023
FAC Filed: August 26, 2025

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Attorneys for Defendant
SERVICE MANAGEMENT SYTEMS, INC.

1 **TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF**
2 **RECORD:**

3 This Supplemental Agreement (hereinafter, “Stipulation” or “Supplemental
4 Agreement”) is made and entered into by and between plaintiffs Daniel Thomas Atalig Hocog
5 and Alfred Estrada Santos Jr. (“Plaintiffs”), on behalf of themselves, putative class members,
6 and all others similarly situated; and defendant Service Management Systems, Inc.
7 (“Defendant”) (hereinafter, collectively referred to as the “Parties”), by and through their
8 counsel of record. Subject to the approval of the Court, the Action is hereby being compromised
9 and settled pursuant to the terms and conditions set forth in the Joint Stipulation Re: Class
10 Action and PAGA Settlement (“Settlement”) and this Supplemental Agreement. This
11 Stipulation shall be binding on Plaintiffs and the class they purport to represent, Defendant, and
12 on their respective counsel, subject to the terms and conditions hereof and the approval of the
13 Court.

14 **THE PARTIES STIPULATE AND AGREE** as follows:

15 **WHEREAS**, on June 17, 2025, the Parties entered into and fully-executed the
16 Settlement;

17 **WHEREAS**, on September 22, 2025, the Parties agreed to amend the Settlement to
18 correct a typographical error as to Paragraph 22(a) of the Settlement.

19 **THEREFORE**, the Parties hereby agree as follows:

20 Paragraph 22(a) shall be amended to state: Attorneys’ Fees. Class Counsel may apply
21 for an award of attorneys’ fees, not to exceed one-third (1/3) of the Gross Settlement Amount,
22 which is currently estimated to be \$88,333.33, except as provided by Paragraph 14. The
23 attorneys’ fees award shall be paid from the Total Class Action Settlement Amount. Defendant
24 agrees not to oppose any such applications that are consistent with this paragraph. The amount
25 of attorneys’ fees shall include all past and future attorneys’ fees incurred in the Action,
26 including, without limitation, all time expended by Class Counsel in the Action or in defending
27 the Stipulation and securing final approval of the Stipulation (including any appeals thereof).
28 Even in the event that the Court reduces or does not approve the award of attorneys’ fees

discussed in this paragraph, Class Representatives and Class Counsel shall not have the right to revoke this Stipulation.

The Parties agree that all other terms of the Settlement will remain as-is, except for the term(s) amended herein. This Supplemental Agreement shall not modify, amend, or supersede the Settlement, except as directly provided herein.

This Supplemental Agreement shall be binding on Plaintiffs and the class they purport to represent, Defendant, and on their respective counsel, subject to the terms and conditions hereof.

Each counsel executing this Supplemental Agreement represents and warrants that he or she has been authorized to enter into this Agreement on behalf of the respective Parties on whose behalf it is signed and that such signatory has full and complete authority from the corresponding Parties to do so.

IT IS SO AGREED.

Approved by counsel:

DATED: September 23, 2025

WILSHIRE LAW FIRM

BY: Lisa B. Iturriaga

John G. Yslas

Jeffrey C. Bils

Lisa B. Iturriaga

Counsel for Plaintiffs

DATED: September 23, 2025

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

BY: Melis Atalay

Melis Atalay

Counsel for Defendant