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20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF ALAMEDA**

22 **Tiffany Allen**, individually and on
23 behalf of all similarly situated
24 individuals,

25 Plaintiff,

26 vs.

27 **Ariat International, Inc.**, a
28 California corporation; **Elizabeth**
Cross, an individual; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 24CV061565

[Assigned for all purposes to the Honorable
Somnath Raj Chatterjee, Dept. 21]

**AMENDMENT TO JOINT
STIPULATION OF SETTLEMENT OF
PAGA REPRESENTATIVE ACTION**

Case Filed: January 26, 2024
Trial Date: Not Set

1 This Amendment to the Joint Stipulation of Settlement PAGA Representative Action
2 (“Amendment”) is made and entered into by and between Tiffany Allen (“Plaintiff” or “Ms.
3 Allen”), individually and as the authorized proxy for the State of California and the Labor and
4 Workforce Development Agency, and Ariat International, Inc. (“Ariat”) and Elizabeth Cross
5 (“Cross,” collectively with Ariat, “Defendants”) (collectively with Plaintiff, the “Parties”).

6 This Amendment is intended to modify the PAGA Release Period set forth in the Joint
7 Stipulation of Settlement PAGA Representative Action (“Joint Stipulation”), which was
8 entered into between the Parties on or about July 27, 2025.

9 This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code §
10 2699(1)(2) and is made for the purpose of settlement of the lawsuit entitled *Tiffany Allen v.*
11 *Ariat International, Inc., et al.*, Alameda Superior Court Case No. 24CV061565 (the “Lawsuit”)
12 on the following terms and conditions:

13 **AMENDMENT**

14 1. The Parties agree that the definition of “PAGA Release Period” contained in
15 Paragraph 22 of the Joint Stipulation shall be modified to the following:

16 “‘PAGA Release Period’ means the period from January 26, 2023 through January
17 26, 2025. The PAGA Release Period is calculated based on Defendants’
18 representation that the PAGA Release Period contains fewer than 11,428 pay
19 periods. This representation is a material term for Plaintiff entering into this
20 Agreement.”

21 2. The Parties further agree that the definition of “PAGA Settlement Members”
22 contained in Paragraph 25 shall be modified to the following:

23 “‘PAGA Settlement Members’ shall mean all current and former non-exempt
24 employees of Ariat International, Inc., who worked at least one shift in California
25 from January 26, 2023 through January 26, 2025.”

26 3. The Parties further agree that The PAGA Settlement is based on the representation
27 that there are at least 11,320 pay periods worked by PAGA Settlement Members during the PAGA
28 Release Period. If the number of pay periods worked in the PAGA Release Period exceeds 11,320

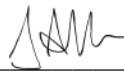
1 by more than 5%, then at Defendant's option (1) the PAGA Settlement will increase
2 proportionally; or (2) the PAGA Release Period will shorten proportionally.

3 4. Reaffirmation: Except as modified in this Amendment, the remainder of the Joint
4 Stipulation is hereby reaffirmed and remains unchanged and in full force and effect.

5 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this
6 Amendment to Joint Stipulation of Settlement of PAGA Representative Action as of the date set
7 forth below.

8
9 **SIGNATURES**

10
11 DATED: 08 / 04 / 2025

12 By: 
13 TIFFANY ALLEN
14 Individually and on behalf of the PAGA Settlement
15 Members and State of California

16 DATED: 08/06/2025

FISHER & PHILLIPS LLP

17 By: 
18 JASON P. BROWN
19 Authorized to sign on behalf of
20 Defendants ARIAT INTERNATIONAL, INC. and
21 ELIZABETH CROSS
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