FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Cindy Coburn v. La Jolla Retail, Inc., et al.

San Luis Obispo County Superior Court, Case No. 24CV-0064 (related PAGA action, Case No. 24CV-0654)

This First Amendment ("Amendment") is made by and between plaintiff Cindy Coburn ("Plaintiff") and defendants La Jolla Retail, Inc. and La Jolla Group, Inc. ("Defendants") (together, the "Parties"). It amends the Class Action and PAGA Settlement Agreement and Class Notice finalized on September 9, 2026 (the "Agreement"). Capitalized terms not defined in this Amendment have the meanings given in the Agreement.

RECITALS

A. Section 3.2.3 of the Agreement provides that the Administrator, ILYM Group, Inc. ("ILYM"), will be paid an Administration Expenses Payment of not more than $10,650 absent a showing of good cause and Court approval. Item C of the Class Notice (Exhibit A to the Agreement) likewise states that up to $10,650.00 will be paid to the Administrator.

B. Sections 1.11 and 7.4.2 of the Agreement provide that the Class Notice will be mailed to Class Members in English "with a Spanish translation, if applicable," and Section 7.8 requires the Administrator to establish and maintain a settlement website, email address, and toll-free telephone number.

C. The Parties have determined that the Class Notice must be provided with a certified Spanish translation. ILYM's written estimate dated May 27, 2026, for administering this Settlement with a certified Spanish translation of the Class Notice, mailing in English and Spanish, a static settlement website, and a toll-free customer service line, is $12,950.00.

D. The Administration Expenses Payment of $10,650 in the Agreement was based on ILYM's estimate for English-only notice and does not include the cost of Spanish translation.

E. Section 12.10 of the Agreement permits it to be amended by an express written instrument signed by all Parties or their representatives and approved by the Court.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Administration Expenses Payment (Section 3.2.3).** Section 3.2.3 of the Agreement is amended by replacing each reference to "$10,650" with "$12,950." As amended, the Administrator will be paid an Administration Expenses Payment not to exceed $12,950 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than $12,950, the Administrator will retain the remainder in the Net Settlement Amount.

2. **Definition of Administration Expenses Payment (Section 1.3).** The definition of "Administration Expenses Payment" is amended so that the Administrator's "not to exceed" bid referenced in that definition is a bid in the amount of $12,950.00, to be submitted to the Court in connection with the Motion for Preliminary Approval pursuant to Section 6.1 of the Agreement.

3. **Spanish Translation of the Class Notice (Sections 1.11 and 7.4.2).** The words "if applicable" are deleted from Sections 1.11 and 7.4.2. The Administrator will mail the Class Notice to all Class Members in English, together with a certified Spanish translation, in the form attached as Exhibit A, as amended by this Amendment.

4. **Class Notice (Exhibit A).** Item C of the Class Notice is amended to state: "Up to $12,950.00 to the Administrator for services administering the Settlement." Any other dollar figure in the Class Notice that is calculated using the Administration Expenses Payment will be calculated using $12,950.00. Plaintiff will submit a conformed Class Notice with the Motion for Preliminary Approval.

5. **No Change to the Gross Settlement Amount.** The Gross Settlement Amount remains $1,000,000.00. The increase in the Administration Expenses Payment is paid from, and not in addition to, the Gross Settlement Amount, and Defendants have no obligation to pay any amount beyond the Gross Settlement Amount (other than the employer-side payroll taxes provided for in the Agreement) as a result of this Amendment. No portion of the Gross Settlement Amount will revert to Defendants. Assuming the Court approves each of the maximum amounts requested, the Net Settlement Amount is currently estimated to be $503,716.67 ($1,000,000.00 less $333,333.33 in attorneys' fees, $60,000.00 in litigation costs, $15,000.00 for the Class Representative Service Payment, $12,950.00 in Administration Expenses, and $75,000.00 in PAGA Penalties).

6. **Class Counsel.** The definition of "Class Counsel" in the Agreement and the Plaintiff notice address in Section 12.18 identify Alan Wilcox of Wilshire Law Firm, PLC. The Motion for Preliminary Approval and Proposed Order identify Trenten N. Bilodeaux instead. The definition of "Class Counsel" and the notice address for Plaintiff in Section 12.18 are amended to replace Alan Wilcox with Trenten N. Bilodeaux.

7. **Court Approval.** In accordance with Section 12.10 of the Agreement, this Amendment is subject to Court approval. Plaintiff will submit this Amendment to the Court with the Motion for Preliminary Approval and will request that the Court approve it as part of the Agreement. If the Court declines to approve this Amendment, the Agreement as originally executed will remain in effect, and the Parties will meet and confer in good faith in accordance with Section 12.7 of the Agreement regarding any modification necessary to implement the Settlement.

8. **No Other Changes.** Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain in full force and effect. This Amendment is part of the Agreement, and references in the Agreement to "this Agreement" include this Amendment. If this Amendment conflicts with the Agreement, this Amendment controls.

9. **Authority; Counterparts.** Class Counsel and Defense Counsel each represent that they are authorized by their respective clients to execute this Amendment, consistent with Section 12.6 of the Agreement. This Amendment may be executed in counterparts, including electronically (such as by DocuSign) or by email, in accordance with Section 12.19 of the Agreement, and all counterparts together constitute one instrument. This Amendment is governed by California law in accordance with Section 12.12 of the Agreement.

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IT IS SO AGREED.

Dated: October 29, 2026

Signed by:
F10BD9B7CC73417...
Cindy Coburn, Plaintiff

Dated: October ___, 2026

LA JOLLA RETAIL, INC.

By: _____

Name: _____

Title: _____

Dated: October ___, 2026

LA JOLLA GROUP, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

Dated: October 29, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Benjamin H. Haber

Daniel J. Kramer

Angela Leong

Class Counsel

Dated: October ___, 2026

COAST LAW GROUP LLP

By: _____

David A. Peck

Danielle A. Pompeo

Attorneys for Defendants

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IT IS SO AGREED.

Dated: October ___, 2026

Cindy Coburn, Plaintiff

Dated: October 28, 2026

LA JOLLA RETAIL, INC.

By: Nathan Boroff

Name: Nathan Boroff

Title: CEO

Dated: October 28, 2026

LA JOLLA GROUP, INC.

By: Nathan Boroff

Name: Nathan Boroff

Title: CEO

APPROVED AS TO FORM AND CONTENT:

Dated: October ___, 2026

WILSHIRE LAW FIRM, PLC

By:

Benjamin H. Haber

Daniel J. Kramer

Angela Leong

Class Counsel

Dated: October 28, 2026

COAST LAW GROUP LLP

By: Danielle Pompeo

David A. Peck

Danielle A. Pompeo

Attorneys for Defendants