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Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

THOA BARCENAS, an individual, on  
behalf of herself, the State of California, as  
a private attorney general, and on behalf of  
all others similarly situated,

Plaintiff,

v.

AVAGO TECHNOLOGIES U.S. INC., a  
Delaware Corporation; BROADCOM  
CORPORATION, a California  
Corporation; and DOES 1 TO 50,

Defendants.

Case No. 24-cv-434852

**AMENDMENT TO JOINT STIPULATION  
OF CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT AND RELEASE**

Dep't: 19  
Judge: Hon. Theodore C. Zayner

Complaint Filed: April 9, 2024  
FAC Filed: June 17, 2024  
Trial Date: None Set

Defendants Avago Technologies U.S. Inc. and Broadcom Corporation  
("Defendants"), on the one hand, and Plaintiff Thoa Barcenas ("Plaintiff") on the other  
(collectively, the "Parties"), by and through their respective counsel of record, stipulate and  
agree as follows with respect to the Joint Stipulation of Class and Representative Action  
Settlement and Release, fully executed as of August 7, 2025, and on file with this Court  
("Joint Stipulation"):

1           1.     **Amendment to Joint Stipulation.** The Parties wish to modify the Joint  
2 Stipulation as set out in this stipulated amendment (this “Amendment”).

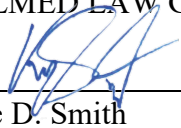
3           2.     **Cy Pres Recipient.** Paragraph 49(f) of the Joint Stipulation is hereby deleted  
4 in its entirety and replaced with the following, and all references to Paragraph 49(f) in the  
5 Joint Stipulation are understood to now refer to the paragraph as modified by this  
6 Amendment:

7                     (f)     Sixth, the amount of any settlement checks that are not cashed by  
8 Settling Class Members as well as any portion of the GSV not otherwise allocated  
9 under this Settlement shall be the “Residual Amount.” To the extent approved by  
10 the Court, the Residual Amount shall be paid as a *cy pres* payment to the Alliance  
11 for Children's Rights (<https://allianceforchildrensrights.org/>) pursuant to California  
12 Code of Civil Procedure § 384(b).

13           3.     **No Other Modifications.** The Parties understand, agree, and represent that,  
14 aside from the express modifications set out above, no other changes to the Joint  
15 Stipulation are intended or made by this Amendment.

16  
17 **SO STIPULATED.**

18 JONATHAN MELMED  
19 KYLE D. SMITH  
20 RACHEL JO  
21 MELMED LAW GROUP P.C.

22 By:  \_\_\_\_\_  
23 Kyle D. Smith  
24 Attorney for Plaintiff

\_\_\_\_\_ April 8, 2026

\_\_\_\_\_ Date

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5 By:   
6 Adam P. KohSweeney  
7 Attorneys for Defendants Avago  
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13 Mar 2026  
Date