

**FIRST AMENDMENT TO JOINT STIPULATION AND SETTLEMENT AGREEMENT
EXECUTED ON AUGUST 31, 2022**

THIS FIRST AMENDMENT TO JOINT STIPULATION AND SETTLEMENT AGREEMENT EXECUTED ON AUGUST 31, 2022 (the “Amendment”), is made by and between Plaintiff Hannah Williams (“Plaintiff”), on behalf of herself, others similarly situated, and other aggrieved employees and Defendant Cedar Creek Inn SJC, Inc. (“Defendant”) (collectively, the “Parties”) who agree as follows:

RECITALS

- A. On or about August 31, 2022, the Parties entered into a Joint Stipulation and Settlement Agreement (“Agreement”) related to the case entitled *Williams v. Cedar Creek Inn SJC, Inc.*, filed in the Orange County Superior Court, Case No. 30-2020-01174105-CU-OE-CXC , which is incorporated herein by reference.
- B. On or about January 12, 2023, Plaintiff filed a Motion for Preliminary Approval.
- C. On or about March 23, 2023, the Court ordered the Parties to amend the Agreement to address various of the Court’s concerns prior to receiving approval of the settlement.
- D. The Parties now desire to amend the Agreement as provided herein, in accordance with the Court’s directive.

AGREEMENT

The Agreement is hereby amended as follows:

- 1. **Section I. II. Released Class Claims** is amended to (a) remove the words “facts and” on line 4; (b) the phrase “and any other claims that could have been asserted in the Action based on the facts alleged and arising at any time during the Class Period” is changed to “and any other claims that could have been asserted in the Action based on the facts alleged, which arose at any time during the Class Period.” Section I.II is amended to read:

Released Class Claims: Upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(10)(a) of this Agreement, in exchange for the consideration provided by this Agreement, Plaintiff and the other Participating Class Members shall release any and all facts and claims asserted in the operative complaint in the Action and any other claims that could have been asserted in the Action based on the facts alleged, which arose at any time during the Class Period, including, but not limited to, federal or state wage and hour claims (including claims under the California Labor Code, Fair Labor Standards Act and applicable Wage Order(s)) for: (1) failure to provide legally compliant meal periods; (2) failure to provide legally compliant rest periods; (3) failure to pay accrued sick pay; (4) failure to provide accurate wage statements; (5) failure to pay all wages; and (6) failure to timely pay all wages upon separation and their related provisions of the Labor Code,

sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 226, 226.7, 246, 266(e), 512, 557, 558, 558.1, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

The Released Class Claims expressly exclude the PAGA Released Claims, and Participating Class Members will not release the PAGA Released Claims unless such Participating Class Members are also Eligible Aggrieved Employees. Participating Class Members who are also Eligible Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Released Class Claims, upon Defendant's fulfillment of its payment obligations pursuant to Section III (J)(10)(a) of this Agreement.

2. **Section III.G.2. Tax Withholdings** is amended to modify the tax withholdings allocation from twenty percent (20%) wages and eighty percent (80%) interest and penalties to thirty-four percent (34%) wages and sixty-six percent (66%) interest and penalties. Thus, Section III. G.2. is amended to read:

Tax Withholdings. Each Participating Class Member's Individual Settlement Share will be apportioned as follows: thirty-four percent (34%) wages and sixty-six percent (66%) interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share. Each Eligible Aggrieved Employee's portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties. The PAGA Payment and the Individual Settlement Share that is allocated to interest and penalties, shall be issued an IRS form 1099.

3. **Section III.J.3. Objections to Settlement** is amended to (a) modify the first line of the Section to read "The Notice Packet will provide that Class Members who wish to object to the Settlement must either mail an Objection Form to the Settlement Administrator, postmarked no later than the Response Deadline, or appear at the Final Approval Hearing;" and (b) deleting the provision which states "Any attorney who will represent a Class Member objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Counsel for Defendant no later than fifteen (15) calendar days before the Final Approval Hearing" from Section III.J.3.b. Section III.J.3. is amended to read:

Objections to Settlement. The Notice Packet will provide that Class Members who wish to object to the Settlement must either mail an Objection Form to the Settlement Administrator, postmarked no later than the Response Deadline, or appear at the Final Approval Hearing. Class Members who object to this Settlement or any of its terms may not also submit requests for exclusion from this Settlement (i.e., may not opt out of this Settlement). In the event a Class Member submits both a request for exclusion and a written objection, the request for exclusion will be deemed invalid, and the objection will

remain valid. The date the objection is postmarked shall be the exclusive means for determining whether an objection was timely served.

- a. Format.** Objections should: (a) state the objecting Class Member's full name, address, telephone number, the case name and number of the Action, as well as the name and address of the objecting Class Member's counsel, if any; (b) describe, in clear and concise terms, the Class Member's reasons for objecting and the legal and factual arguments supporting the objection; (c) identify any evidence supporting the factual basis for the objection; (d) be signed by the objecting Class Member, his or her lawful representative, or his or her attorney, if any; and (e) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing. An objection will be deemed valid if it is postmarked no later than the Response Deadline and provides sufficient information to allow the Settlement Administrator to identify the Class Member and understand that the Class Member objects to the Settlement or some term(s) of the Settlement. Objecting Class Members who choose to submit evidence supporting their objections may submit copies of such evidence - original versions will not be required.
 - b. Appearance at Final Approval and Oral Objection.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through their own counsel, at the Class Member's own expense and orally object to the Settlement. Any attorney who will represent a Class Member objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Counsel for Defendant no later than fifteen (15) calendar days before the Final Approval Hearing. Plaintiff, rather than objecting Class Members and/or their counsel, if any, will be responsible for filing timely objections with the Court.
 - c.** A Class Member who objects to the Settlement will remain a member of the Settlement, i.e., a Participating Class Member, and if the Court finally approves the Settlement, the objecting Class Member will be bound by the terms of the Settlement in the same way and to the same extent as those Participating Class Members who do not object.
 - d.** Plaintiff and Defendant will be permitted to respond in writing to such objections no later than seven (7) calendar days before the Final Approval Hearing. Plaintiff waives any right to object to the Settlement and hereby endorses the Settlement as fair, reasonable, adequate and in the best interests of the Class Members.
4. **Section III.L Effect of PAGA Settlement** line 4's language is changed from "are barred" to "are barred as a matter of law" and is amended to read:

L. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment obligations under Section III (J)(10)(a) of this Agreement, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees are barred as a matter of law from pursuing any action for civil penalties under

the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., against the Released Parties, based on or arising out of the alleged violations of Labor Code sections alleged in Plaintiff's PAGA notice to the LWDA and/or the Complaint, and occurring during the PAGA Period. They will release all PAGA Released Claims. As explained in Section III (J)(4)(c) of this Agreement, Eligible Aggrieved Employees may not opt out of the PAGA portion of the Settlement and will still be mailed checks for their portions of the PAGA Payment and shall still release the PAGA Released Claims regardless of the submission of a valid and timely request for exclusion.

5. Except for the terms of this Amendment, the remaining provisions of the Agreement shall be unaffected and remain in full force and effect.

This Amendment is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

Dated: August ____, 2023

PLAINTIFF HANNAH WILLIAMS

Hannah Williams

Dated: August ____, 2023

CEDAR CREEK INN, SJC, INC.

Sally Cochran
Representative for Cedar Creek Inn SJC, Inc.

APPROVED AS TO FORM:

Dated: August 30, 2023

ANDREA PARIS LAW, PC

Andrea Paris, Esq.
Attorneys for Plaintiff Hannah Williams, on behalf of herself and all others similarly situated

Dated: August 30, 2023

FISHER & PHILLIPS LLP

Lizbeth Ochoa, Esq.
Attorney for Defendant Cedar Creek Inn, SJC, Inc.

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