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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF SANTA CLARA**

10 DAVID JIMENEZ individually and on behalf
11 of other individuals similarly situated,

12 Plaintiff,

13 v.

14 JOSEPH J. ALBANESE, INC., a California
15 corporation; and DOES 1 through 100,
16 inclusive

17 Defendants.

CASE NO. 20CV366581

[Assigned to Patricia M. Lucas]

CLASS ACTION

**FIRST AMENDMENT TO STIPULATION
AND SETTLEMENT AGREEMENT**

1 This First Amendment to the Stipulation and Settlement (“Amendment”) is made by and
2 between the Plaintiff DAVID JIMENEZ (“Plaintiff”), on his own behalf and on behalf of all members
3 of the Settlement Class, as defined below, on the one hand, and Defendant JOSEPH J. ALBANESE
4 (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Jimenez v. Joseph*
5 *J. Albanese, Inc.*, filed in Santa Clara County Superior Court, Case No. 20CV366581 (“Litigation”).
6 This Amendment updates Section III.F.10 (“Uncashed Settlement Share Checks), found on page 11
7 of the Stipulation and Settlement Agreement (“Settlement Agreement”).

8 The Parties agree that Section III.F.10 of the Settlement Agreement shall be updated as
9 follows:

10 **10. Uncashed Settlement Share Checks**

11 A Class Member must cash his Settlement Share check within 180 calendar days after it is
12 mailed to them. If a check is returned to the Settlement Administrator, the Settlement Administrator will
13 make all reasonable efforts to re-mail it to the Class Member at their correct address. If any Class
14 Member’s Settlement Share check is not cashed within 120 days after its last mailing to the Class
15 Member, the Settlement Administrator will send the Class Member a letter or postcard informing them
16 that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and
17 offering to replace the check if it was lost or misplaced but not cashed. **Any amounts from settlement**
18 **checks that remain uncashed and otherwise unclaimed after the one-hundred eighty (180) day**
19 **period shall be distributed to the Legal Aid at Work or other approved *cy pres* recipient.**

20 **AGREEMENT TO AMEND**

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22 The Parties agree that the Amendment is limited to the above paragraph which updates the
23 definition of when the Court’s Final Approval becomes “Final.” In all other respects, the terms of the
24 Settlement Agreement shall remain in full force and effect. In the event of any discrepancy between
25 the terms of the Settlement Agreement and this Amendment, the terms of this Amendment shall
26 prevail.
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APPROVED AS TO FORM AND CONTENT:

Dated: March 17, 2022


BRADLEY/GROMBACHER LLP



Marcus J. Bradley
Attorneys for Plaintiff

Dated: March 17, 2022

SWEENEY MASON LLP



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Rachel Brown
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