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Attorneys for Defendant
CALIFORNIA CEREAL PRODUCTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ANA LILI CAMPOS, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

CALIFORNIA CEREAL PRODUCTS,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 22CV009272

*Assigned for all purposes to the Hon. Brad
Seligman, Dept. 23*

**SECOND AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT

Pursuant to Paragraph 75 of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), which states that this “Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest,” Plaintiff Ana Lili Campos (“Plaintiff”) and Defendant California Cereal Products, Inc. (“Defendant”) (Plaintiffs and Defendant collectively the “Parties”), through their counsel of record, hereby amend the Settlement Agreement as follows:

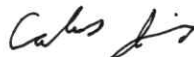
Amendment No. 2

Original Settlement Agreement, Paragraph 61: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

1 Amendment to Settlement Agreement Paragraph 61: Any checks issued by the Settlement
2 Administrator to Participating Class Members and PAGA Members will be negotiable for at least
3 one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does
4 not cash his or her Settlement Check or PAGA Payment check within 180 days, the uncashed
5 funds, subject to Court approval, shall be distributed to the Bay Area Legal Aid Society (Alameda
6 County – Oakland Office). The Parties agree that this disposition results in no “unpaid residue”
7 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
8 out to Participating Class Members and PAGA Members, whether or not they all cash their
9 Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay
10 any interest on such amounts. The Individual Settlement Payments provided to Participating Class
11 Members and to PAGA Members shall prominently state the expiration date or a statement that
12 the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
13 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
14 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
15 by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

16 Dated: 9/28/23


PROTECTION LAW GROUP, LLP

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19 Heather Davis
20 Amir Nayebdadash
21 Carlos Jimenez
22 *Attorneys for Plaintiff*
ANA LILI CAMPOS

23 Dated: September 28, 2023

**SIMPSON, GARRITY, INNES & JACUZZI,
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27 SEAN R. BRODERICK
28 *Attorneys for Defendant*
California Cereal Products, Inc.