

1 **SECOND AMENDMENT TO STIPULATED SETTLEMENT**
2 **AGREEMENT AND RELEASE OF CLAIMS**

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4 **Article III of the settlement agreement starts with subsections jklm and then**
5 **moves on to subsections e through aa. The first four subsections are re-labeled a., b., c.,**
6 **and d.**

7
8 **Section 8.01 “Amendments or Modification”** of the Stipulated Settlement
9 Agreement and Release of Claims reads as follows: “The terms and provisions of this
10 Agreement may be amended or modified only by an express written agreement that is signed
11 by all the Parties (or their successors-in-interest) and their counsel.”

12
13 **Section 5.04(b) and (c)** are amended to read as follows:

14 **b. Objections to Settlement**

15 For any Class Member to object to this Agreement, or any term of it, the person
16 making the objection must not submit a request for exclusion (i. e., must not opt-out), and
17 must do one of the following:

18 1. By no later than forty five (45) days after the Class Notice was initially mailed to
19 the Class Members file with the Court and serve a copy of the objection on Class Counsel
20 and Defense Counsel, a written statement of the grounds for objection, signed by the
21 objecting Class Member, or his/her attorney; OR

22 2. The objecting Class Member may appear at the Final Approval Hearing and state
23 any objections to the proposed settlement.

24
25 For Class Notices which are re-mailed by the Claims Administrator pursuant to section
26 5.03.b, written statements of the grounds for objection must be filed and served no later than forty
27 five (45) days after the initial mailing of the Class Notice or twenty (20) days of the re-mailing,
28 whichever is later. The parties and the Administrator will attempt to resolve any issues relative to the

1 date of mailing or re-mailing of the Class Notice to the objecting Class Member by review of the
2 records of the Claims Administrator.

3 The Court will ultimately decide any unresolved dispute regarding dates of mailing or
4 remailing of the Class Notice, the merits of any Class Member objections and the admissibility of
5 any Class Member objections.

6 Counsel for the Parties shall file any response to the objections submitted by objecting Class
7 Members at least ten (10) court days before the date of the hearing regarding Final Fairness and
8 Approval or ten (10) days after the receipt of the notice of objection, whichever is later.

9 **c. Failure to Object**

10 Any Class Member who fails to timely file and serve a written statement of his
11 or her intention to object, or fails to appear at the Final Approval Hearing and state any objections to
12 the proposed settlement, shall be foreclosed from making any objection to this settlement,
13 unless otherwise ordered by the Court.

14
15 **Section 5.06: Settlement Payment Procedures**

16 ***

17 **c. 2. Dispute Resolution:** The Claims Administrator shall have the initial
18 responsibility of attempting to resolve all disputes that arise during the claims administration
19 process. In the event the Claims Administrator cannot resolve a dispute based on a review of the
20 available information, the Claims Administrator shall request a conference call between the
21 Claims Administrator, Class Counsel, and Defense Counsel to discuss and resolve the
22 dispute. If the dispute cannot be resolved, the Court resolve any such dispute which shall be final
23 and binding on the Class Member. In advance of the conference call, the Claims Administrator shall
24 fax or email copies of all available information to all counsel.

25 ***

26 **d.5. Individual Settlement Payments:**

27 Within fifteen (15) days of the last date for Opt-Outs or Objections to be timely submitted in
28 accordance with Section 5.04.a and 5.04.b, above, the Claims Administrator shall provide to the

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1 Parties a written statement of all Individual Settlement Payments to be paid to all Participating Class
2 Members and all required payroll taxes. The Claims Administrator will distribute the Individual
3 Settlement Payments to all Participating Class Members within thirty (30) calendar days of the Final
4 Effective Date. The Claims Administrator shall issue to each Participating Class Member a
5 check in the amount of his or her Individual Settlement Payment, as described in Section
6 5.06.c.1 (less applicable taxes and withholdings) via first-class mail.

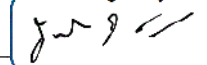
7 Uncashed checks not negotiated within 180 days of their issuance are void. All Final
8 Settlement Class Members shall be bound by this Agreement and the release herein even if the Class
9 Member does not cash the settlement check issued to him or her comprising his or her Individual
10 Settlement Payment. If any Settlement Class Member has not cashed his or her Settlement Payment
11 check within ninety (90) days of issuance, the Settlement Administrator shall mail that Class
12 Member a postcard reminding him/her of the deadline to cash such check and providing information
13 as to how to obtain a reissued check in the event the check was lost, stolen or misplaced. Any checks
14 issued to Class Members shall remain valid and negotiable for one hundred twenty (120) days from
15 the date of issuance.

16 After all settlement funds have been distributed and all checks issued to Settlement Class
17 Members have either been cashed or have remained uncashed and gone stale, the Settlement
18 Administrator shall send the uncashed check funds to the State of California Unclaimed Property
19 Division.

1 **IT IS SO STIPULATED**

2 **EXECUTION BY PARTIES AND COUNSEL**

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4 Dated December 21 , 2023

DocuSigned by:

C067E3DAFDA94D9...

5 Julian Stites-Tracy, Representative Plaintiff

6
7 Dated December , 2023

8 By: _____
9 For Defendant Driveline Retail Merchandising, Inc.

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13 **APPROVED AS TO FORM AND CONTENT:**

14
15
16 Dated December 21, 2023



17 James R. Hawkins, Esq.
18 Gregory Mauro, Esq.
19 Michael Calvo, Esq.
20 James Hawkins APLC
Attorneys for Representative Plaintiff Julian Stites-Tracy

21 Dated December , 2023

22 _____
23 Yvette Davis, Esq.
24 HAIGHT BROWN & BONESTEEL LLP
25 Attorneys for Defendant Driveline Retail Merchandising, Inc.

1 **IT IS SO STIPULATED**

2 **EXECUTION BY PARTIES AND COUNSEL**

3
4 Dated January , 2024 _____

5 Julian Stites-Tracy, Representative Plaintiff

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7 Dated January 2, 2024



8 By: Lori Bennett, CFO CHCO

9 For Defendant Driveline Retail Merchandising, Inc.

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13 **APPROVED AS TO FORM AND CONTENT:**

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15
16 Dated January , 2024 _____

17 James R. Hawkins, Esq.

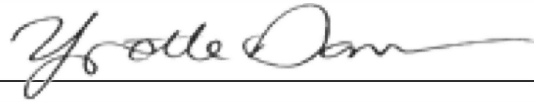
18 Gregory Mauro, Esq.

19 Michael Calvo, Esq.

20 James Hawkins APLC

 Attorneys for Representative Plaintiff Julian Stites-Tracy

21 Dated January 3, 2024



22 Yvette Davis, Esq.

23 HAIGHT BROWN & BONESTEEL LLP

24 Attorneys for Defendant Driveline Retail Merchandising, Inc.

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TABLE OF EXHIBITS

Exhibit A Revised Notice of Proposed Class Action Settlement