1 2 3 4 5 6 7 8 9	AEGIS LAW FIRM, PC SAMUEL A. WONG, State Bar No. 217104 KASHIF HAQUE, State Bar No. 218672 JESSICA L. CAMPBELL, State Bar No. 280626 CAROLYN M. BELL, State Bar No. 313435 JORDAN WYSOCKI, State Bar No. 334671 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251 jcampbell@aegislawfirm.com jwysocki@aegislawfirm.com Attorneys for Plaintiff Adriana Mora, individually and on behalf of all others similarly site	tuated.				
10	SCHOR VOGELZANG & CHUNG LLP JULIE A VOGELZANG, State Bar No. 174411 LISA HIPD CHUNG, State Day No. 246766					
11 12	julie@svclegal.com					
13	2170 Fourth Ave					
14	Telephone: (610) 006 2400					
15						
16	Attorneys for Defendant, Go Green NorCal, LLC					
17	SUPERIOR COURT OF THE STATE OF CALIFORNIA					
18	FOR THE COUNTY OF SAN DIEGO					
19						
20	ADRIANA MORA, individually and on behalf of all others similarly situated,	Case No. 37-2020-00038089-CU-OE-CTL				
21		Assigned for All Purposes to:				
22	Plaintiff,	Hon. Timothy Taylor Dept. C-72				
23	VS.					
24 25	GO GREEN NORCAL, LLC; and DOES 1 through 20, inclusive,	AMENDMENT TO CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE				
26	Defendant.	SET THEMENT AND NELEASE				
27						
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Plaintiff Adriana Mora ("Named Plaintiff") on behalf of herself and other members of the
general public similarly situated, and other aggrieved employees pursuant to the California Private
Attorneys General Act, and Defendant Go Green Norcal, LLC ("Go Green" or "Defendant"),
pursuant to Article VI, section 6.01 of the Joint Stipulation of Class Action and Representative
Action Settlement and Release ("Agreement" or "Settlement"), hereby agree to amend and supplant
the Agreement as stated herein. The amendments stated herein are incorporated in the Agreement
by this reference:

8

## **ARTICLE III, Section 3.06(a) is hereby amended to state:**

9 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay
10 the Gross Settlement Amount in the amount of One Hundred Thousand Dollars (\$100,000.00),
11 subject to a pro rata increase under the conditions set forth in Section 3.04(e). The Gross Settlement
12 Amount includes all Individual Settlement Amounts to Participating Class Members, all Settlement
13 Administration Costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the
14 Enhancement Payment.

On June 10, 2021, Defendant deposited \$50,000 ("Initial Amount") into a QSF opened by
the Settlement Administrator, to be held in trust pending preliminary approval.

17 Defendant shall deposit \$50,000 ("Final Amount") into the QSF on or before September 8, 2021, ninety (90) days after deposit of the Initial Amount. If the Right of Plaintiff to Adjust Gross 18 Settlement Amount ("Escalator Clause") is triggered, as set forth in Section 3.04(e), the additional 19 20 funds owed ("Extra Amount") will be due thirty (30) days after the date the Escalator Clause is triggered. If the Settlement is not finally approved by the Court for any reason, the Initial Amount 21 22 and the Final Amount will be returned to Defendant within ten (10) days of notice that the Court 23 will not finally approve the Settlement, and any Settlement Administration Costs incurred will be split evenly and paid by each of the Parties to the Settlement Administrator. 24

Defendant shall transfer Defendant's share of employer-side payroll taxes, on or before thirty
(30) days after the Date of Finality, into a QSF established by the Settlement Administrator either
directly or by sending the funds to the Settlement Administer to be deposited and distributed as set
forth in this Agreement.

1	Within ten (10) court days after receiving Defendant's Final Amount, funding the Gross		
2	Settlement Amount in full, or the Date of Finality, whichever is later, the Settlement Administrator		
3	will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's		
4	attorneys' fees and costs, LWDA Payment, the Enhancement Payment, Settlement Administration		
5	Costs, and employer and employee tax withholdings applicable to the Net Settlement Amount		
6	allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search		
7	based on the National Change of Address Database to update and correct for any known or		
8	identifiable address changes.		
9	EXECUTION BY PARTIES AND COUNSEL		
10	The Parties and their counsel hereby execute this Agreement.		
11			
12	Dated: 9/28/2021 ADRIANA MORA		
13	By:		
14	Named Plaintiff		
15			
16			
17	Dated: GO GREEN NORCAL, LLC		
18	By:		
19	(Signature)		
20	Pierre Sleiman, Jr. (Printed Name)		
21	Founder and CEO		
22	(Title)		
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1	Within ten (10) court days after receiving Defendant's Final Amount, funding the Gross			
2	Settlement Amount in full, or the Date of Finality, whichever is later, the Settlement Administrator			
3	will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's			
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8	identifiable address changes.			
9	EXECUTION BY PARTIES AND COUNSEL			
10	The Parties and their counsel hereby execute this Agreement.			
11				
12	Dated: ADRIANA MORA			
13	D. <i>u</i>			
14	By:Named Plaintiff			
15				
16				
17	Dated:9/28/2021GO GREEN NORCAL, LLC			
18				
19	By: (Signature)			
20	<u>Pierre Sleiman, Jr.</u> (Printed Name)			
21	Founder and CEO			
22	(Title)			
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2	APPROVED AS TO FORM ONLY:		
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4	Dated:	September 28, 2021	AEGIS LAW FIRM, PC
5			
6			By: And Wyrah Samuel A. Wong
7			Jessica L. Campbell
8			Carolyn M. Bell Jordan Wysocki
9			Attorneys for Named Plaintiff Adriana Mora
10			
11	Dated:		SCHOR VOGELZANG & CHUNG LLP
12			
13			By: Julie A Vogelzang
14			Lisa Hird Chung
15 16			Attorneys for Defendant Go Green NorCal, LLC
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