

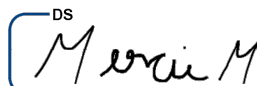
**AMENDMENT NO. 1 TO JOINT STIPULATION AND AGREEMENT OF CLASS
ACTION SETTLEMENT**

Plaintiffs MERZIER MCGINNIS (“Plaintiff McGinnis”) and GUILLERMINA HERRERA (“Plaintiff Herrera”) (collectively, “Plaintiffs” or “Class Representatives”) on behalf of themselves and all other “Class Members”, and Defendant NORRED & ASSOCIATES (hereinafter referred to as “Norred” or “Defendant”) (“Defendant”) pursuant to Section VII.B of the Joint Stipulation and Agreement of Class Action Settlement entered into on or around July 22, 2021 (“Settlement Agreement”), hereby agree to amend and supplant the Settlement Agreement, as stated herein. The amendments stated herein are incorporated by this reference:

A. Section III of the Settlement Agreement is hereby amended to state as follows:

The forthcoming Consolidated Action is comprised of three separate class and/or representative actions that are entitled as follows: *Herrera v. Norred & Associates, Inc.*, Los Angeles Superior Court Case No. 19STCV44117 (filed on December 6, 2019) (the “*Herrera* PAGA Action”); *McGinnis v. Norred & Associates, Inc.*, Los Angeles Superior Court Case No. 20STCV03629 (filed on February 3, 2020) (the “*McGinnis* Class Action”); and *McGinnis v. Norred & Associates, Inc.*, Los Angeles Superior Court Case No. 20STCV18452 (filed on May 14, 2020) (the “*McGinnis* PAGA Action”) (collectively, the “Actions”). The Actions collectively assert the following claims: (1) recovery of unpaid minimum wages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to provide accurate wage statements; (6) waiting time penalties; (7) unpaid business expense reimbursements; (8) unlawful deductions; (9) violation of unfair competition. Norred denies each and every one of the allegations asserted in the operative complaints in these Actions, and asserts that it has no liability for the claims of the Class Representatives and/or the Class.

The Parties agreed early in the case to mediate the Actions in an effort to avoid the high cost of litigation and on condition that Norred would provide sufficient information to allow Class

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Counsel to conduct a thorough evaluation of the claims and damages. In the context of mediation, Norred produced information that included Plaintiffs' payroll records and personnel file, Norred's compensation and policy documents, as well as a 20% sample payroll and timecard data for the Class.

While Norred is confident of a positive outcome on the merits, it has concluded that the future costs and expenses involved in continuing litigation would be significant. For that reason, Norred has agreed to settle the Actions to eliminate any further expenses, attorneys' fees, and risks associated with further litigation of these Actions.

Class Counsel has conducted a thorough investigation into the facts of the Actions, including a thorough review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Gross Settlement Amount is fair, reasonable, adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate issues.

This settlement contemplates (i) consolidation of the *Herrera* PAGA Action, *McGinnis* PAGA Action, and the *McGinnis* Class Action into a single action in the manner set forth in Section IV(B); (ii) entry of an Order preliminarily approving the settlement and approving certification of a provisional settlement class, contingent upon final approval of the settlement; (iii) the mailing of a Class Notice to all Class Members; (iv) the processing of any Objections and/or Requests for Exclusion by the Settlement Administrator, as well as payment of the claims after final approval of this Agreement by the Court; and (v) entry of a Judgment and Order granting final approval of the settlement.

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B. Section IV.K of the Settlement Agreement is hereby amended to state as follows:

At the final approval hearing, the Class Representatives, Class Counsel, and Counsel for Defendant shall ask the Court to give final approval to terms and conditions contained in this Agreement. At this hearing, the Court will be presented with and rule upon any Objections to settlement submitted by any Class Member, whether timely or not. Upon granting final approval of the settlement contained herein, the Court shall also enter a Final Judgment and Order implementing the Releases contained in Section VI as to Plaintiffs and all Class Members who did not timely opt-out of the settlement as well as the Personal Release contained in Section VII.E of this Agreement as to Class Representatives.

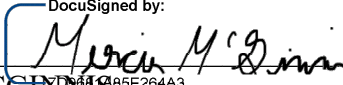
IN WITNESS WHEREOF, the Parties hereto execute this Agreement and have caused this Agreement to be executed by their duly authorized representatives.

PLAINTIFFS & CLASS REPRESENTATIVES

Date: _____

GUILLERMINA HERRERA
Personally and as proposed Class Representative

Date: November 18, 2021

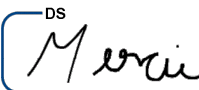
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MERZIER MCGINNIS
Personally and as proposed Class Representative

NORRED & ASSOCIATES, INC.

Date: _____

JEFF BOHLING
President and Chief Operating Officer



APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Date: November 19, 2021

DocuSigned by:
Joseph Lavi

JOSEPH LAVI 871E0169FCF244D...
Counsel for Plaintiff Merzier McGinnis

FRONTIER LAW CENTER

Date: _____

MANNY STARR
Counsel for Plaintiff Guillermina Herrera

**CONSTANGY, BROOKS, SMITH & PROPHETE,
LLP**

Date: _____

CAROLYN SIEVE
Counsel for Defendant Norred

B. Section IV.K of the Settlement Agreement is hereby amended to state as follows:

At the final approval hearing, the Class Representatives, Class Counsel, and Counsel for Defendant shall ask the Court to give final approval to terms and conditions contained in this Agreement. At this hearing, the Court will be presented with and rule upon any Objections to settlement submitted by any Class Member, whether timely or not. Upon granting final approval of the settlement contained herein, the Court shall also enter a Final Judgment and Order implementing the Releases contained in Section VI as to Plaintiffs and all Class Members who did not timely opt-out of the settlement as well as the Personal Release contained in Section VII.E of this Agreement as to Class Representatives.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement and have caused this Agreement to be executed by their duly authorized representatives.

PLAINTIFFS & CLASS REPRESENTATIVES

Date: 11/17/21 | 10:36 PST

DocuSigned by:

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GUILLERMINA HERRERA
Personally and as proposed Class Representative

Date: _____

MERZIER MCGINNIS
Personally and as proposed Class Representative

NORRED & ASSOCIATES, INC.

Date: _____

JEFF BOHLING
President and Chief Operating Officer

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Date: _____

JOSEPH LAVI
Counsel for Plaintiff Merzier McGinnis

FRONTIER LAW CENTER

Date: 11/17/21 | 10:18 PST

DocuSigned by:


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MANNY STARR
Counsel for Plaintiff Guillermina Herrera

**CONSTANGY, BROOKS, SMITH & PROPHETE,
LLP**

Date: _____

CAROLYN SIEVE
Counsel for Defendant Norred

B. Section IV.K of the Settlement Agreement is hereby amended to state as follows:

At the final approval hearing, the Class Representatives, Class Counsel, and Counsel for Defendant shall ask the Court to give final approval to terms and conditions contained in this Agreement. At this hearing, the Court will be presented with and rule upon any Objections to settlement submitted by any Class Member, whether timely or not. Upon granting final approval of the settlement contained herein, the Court shall also enter a Final Judgment and Order implementing the Releases contained in Section VI as to Plaintiffs and all Class Members who did not timely opt-out of the settlement as well as the Personal Release contained in Section VII.E of this Agreement as to Class Representatives.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement and have caused this Agreement to be executed by their duly authorized representatives.

PLAINTIFFS & CLASS REPRESENTATIVES

Date: _____

GUILLERMINA HERRERA
Personally and as proposed Class Representative

Date: _____

MERZIER MCGINNIS
Personally and as proposed Class Representative

NORRED & ASSOCIATES, INC.

Date: 11/17/2021



JEFF BOHLING
President/Chief Operating Officer

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Date: _____

JOSEPH LAVI
Counsel for Plaintiff Merzier McGinnis


FRONTIER LAW CENTER

Date: _____

MANNY STARR
Counsel for Plaintiff Guillermina Herrera

**CONSTANGY, BROOKS, SMITH & PROPHEDE,
LLP**

Date: November 19, 2021



JOANNA E. MACMILLAN
Counsel for Defendant Norred