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Attorneys for PACIFIC SERVICE CREDIT  
UNION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF CONTRA COSTA**

OCTAVIA HOLDMAN, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

PACIFIC SERVICE CREDIT UNION; and  
DOES 1 through 20, inclusive,

Defendants.

Case No. C21-00644

CLASS ACTION

*Assigned for all purposes to:  
Dept: 39*

**AMENDMENT TO JOINT STIPULATION  
OF CLASS ACTION SETTLEMENT AND  
RELEASE**

1 Plaintiff Octavia Holdman (“Plaintiff”) and the Class Members, on the one hand, and  
2 Defendant Pacific Service Credit Union (“Defendant”), on the other hand, pursuant to Article VI,  
3 section 6.01 of the Parties’ Joint Stipulation of Class Action Settlement and Release (“Settlement  
4 Agreement”), hereby agree to amend and supplant the Settlement Agreement and all prior  
5 amendments to the Settlement Agreement as stated herein. Unless expressly set forth herein, all other  
6 provisions to the Settlement Agreement will remain unchanged. The amendment stated herein is  
7 incorporated into the Settlement Agreement by this reference:

8 **ARTICLE III, Section 3.06(f) is hereby amended to state:**

9 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
10 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
11 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
12 each Class Member. To calculate the minimum amount each Class Member will receive based on  
13 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
14 number of Qualifying Workweeks by all Class Members during the Class Period resulting in the  
15 “Workweek Value,” and then allocated on a pro rata basis. Qualifying Workweeks will be rounded  
16 up to the next whole integer, provided, however, that every Class Member will receive credit for at  
17 least one Qualifying Workweek. Each Class Member’s approximate Individual Settlement Payment  
18 amount will be included in his or her Notice Packet. After final approval by the Court, the Net  
19 Settlement Amount will be dispersed to Participating Class Members (those who did not exclude  
20 themselves) on a pro rata basis by multiplying each individual Class Member’s total number of  
21 Qualifying Workweeks by the Workweek Value.

22 Each Individual Settlement Payment will represent wages and penalties allocated using the  
23 following formula: 10% allocated to wages; 90% allocated to penalties and interest. The amounts  
24 paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages  
25 and all other authorized and required withholdings and shall be reported by W-2 forms. The  
26 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The  
27 amounts paid as penalties and interest shall be subject to all authorized and required withholdings  
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1 other than the tax withholdings customarily made from employees' wages and shall be reported by  
2 IRS 1099 forms.

3 No later than ten (10) business days after receiving the Gross Settlement Amount from  
4 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual  
5 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the  
6 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
7 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
8 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
9 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
10 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
11 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration  
12 of that 180-day time period will be void, and the uncashed funds shall be paid to the Alliance for  
13 Children's Rights as the *cy pres* beneficiary pursuant to Cal. Code Civ. Proc. § 384(b). Defendant  
14 does not have any ownership, associational, or other interest in the Alliance for Children's Rights,  
15 and provision of uncashed funds to Alliance for Children's Rights would not net in a reversion to  
16 Defendant of said potential sums.

17 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
19 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
20 identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
21 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
22 Settlement Administrator will tender the funds from the undeliverable checks to the Alliance for  
23 Children's Rights in the name of the Class Member for whom the funds are designated.

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**EXECUTION BY PARTIES**

The Parties and their counsel hereby execute this Agreement.

Dated: 7/7/2022

OCTAVIA HOLDMAN

By:   
Named Plaintiff

Dated: \_\_\_\_\_

PACIFIC SERVICE CREDIT UNION

By: \_\_\_\_\_  
Jenna Lampson, President, On Behalf Of  
And An Authorized Representative Of  
Pacific Service Credit Union

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**EXECUTION BY PARTIES**

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_

OCTAVIA HOLDMAN

By: \_\_\_\_\_  
Named Plaintiff

Dated: July 7, 2022

PACIFIC SERVICE CREDIT UNION

By: Jenna Lampson  
Jenna Lampson, President, On Behalf Of  
And An Authorized Representative Of  
Pacific Service Credit Union