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

IRMA EUBANKS, individually, and on behalf  
of other members of the general public  
similarly situated;

Plaintiff,

vs.

YAPSTONE, INC. DBA  
RENTPAYMENT.COM, an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: MSC18-00956

Honorable Charles S. Treat  
Department 12

**CLASS ACTION**

**JOINT STIPULATION & ORDER FOR  
SECOND AMENDMENT TO ORDER  
AFTER HEARING OF MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, ATTORNEYS' FEES,  
COSTS, AND ENHANCEMENT  
PAYMENT**

Complaint Filed: May 11 2018  
Trial Date: None Set

**JOINT STIPULATION & ORDER FOR SECOND AMENDMENT TO ORDER AFTER HEARING OF  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,  
ATTORNEYS' FEES, COSTS, AND ENHANCEMENT PAYMENT**

**FILED**  
MAR 30 2023  
K. BIEKER CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
By A. Stewart, Deputy Clerk

1           **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS**  
2 **OF RECORD:**

3           Plaintiff Irma Eubanks ("Plaintiff") and Defendant Yapstone Holdings, Inc., erroneously  
4 sued as Yapstone, Inc., dba Rentpayment.com ("Defendant") (collectively, the "Parties"), by  
5 and through their respective counsel of record, stipulate as follows:

6           **WHEREAS**, the Parties reached a class-wide settlement that resolved the above-  
7 captioned case in its entirety, and the settlement was granted final approval by the Court;

8           **WHEREAS**, on October 19, 2022, Honorable Edward G. Weil of Department 39 of the  
9 above-captioned Court entered an Order After Hearing of Motion for Final Approval of Class  
10 Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Final Approval  
11 Order") and Judgment;

12           **WHEREAS**, pursuant to the Final Approval Order, Defendant was to wire the first of  
13 three installment payments, in the amount of \$750,000.00 ("First Installment Payment"), to the  
14 Settlement Administrator sixty (60) calendar days after entry of the Final Approval Order (i.e.,  
15 December 19, 2022) (Final Approval Order, para. 11);

16           **WHEREAS**, the Final Approval Order provided a grace period of ten (10) calendar days  
17 from the installment due date to fund each installment payment, including the First Installment  
18 Payment which will become due at the end of the grace period (i.e., December 29, 2022) (Final  
19 Approval Order, para. 14);

20           **WHEREAS**, the Final Approval Order provided that statutory interest in accordance  
21 with California state law would accrue between the date a payment was originally due and the  
22 date the payment is made, and such statutory interest would become payable for any installment  
23 payment paid after the grace period (Final Approval Order, para. 14);

24           **WHEREAS**, the Final Approval Order provided that if an installment payment that is  
25 due has not been paid within thirty (30) calendar days of the original due date ("late payment"),  
26 any and all remaining installment payments will be accelerated such that the remaining  
27 installment payment(s) and balance of the settlement must be paid within sixty (60) calendar  
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1 days after the date the late payment was originally due ("Accelerator Clause") (Final Approval  
2 Order, para. 15);

3 **WHEREAS**, on January 27, 2023, pursuant to the joint stipulation of the Parties, the  
4 Court entered an Order to Amend Order After Hearing of Motion for Final Approval of Class  
5 Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment, which, *inter alia*,  
6 continued Defendant's deadline to fund the First Installment Payment from December 19, 2022  
7 to March 19, 2023 (see Order, attached hereto as **Exhibit A**);

8 **WHEREAS**, on March 21, 2023, Defendant submitted an *Ex Parte* Application for  
9 Order Granting Second Amendment of Order Approving Class Action Settlement, Attorneys'  
10 Fees, Costs, and Enhancement Payment ("*Ex Parte* Application") and supporting documents,  
11 which included a [Proposed] Order that modified the funding of the First Installment;

12 **WHEREAS**, on March 22, 2023, a hearing was held on Defendant's *Ex Parte*  
13 Application in which the Court granted Defendant's request for a further modification of the  
14 funding of the First Installment Payment and, pursuant to the request of Class Counsel, ordered  
15 counsel for the Parties to meet and confer to submit a revised [Proposed] Order that takes into  
16 account not only the modification of the funding of the First Installment Payment but also the  
17 disbursement of payments under the Settlement that are affected by the modification;

18 **WHEREAS**, the Parties seek an order modifying Paragraphs 11, 14, 15, and 16 of the  
19 Final Approval Order as follows: (1) to further continue the due date of the First Installment  
20 Payment into three (3) installment dates, with one-third of the First Installment Payment being  
21 due March 29, 2023 ("First Installment Payment #1 of 3), one-third being due ninety-one (91)  
22 calendar days after First Installment Payment #1 of 3, or June 28, 2023 ("First Installment  
23 Payment #2 of 3), and the remaining one-third of the First Installment Payment being due ninety-  
24 one (91) calendar days after First Installment Payment #2 of 3, or September 27, 2023 ("First  
25 Installment Payment #3 of 3); (2) to specify the grace period of each of the five (5) installment  
26 payments in accordance with the above extensions of time; (3) to specify the dates triggering  
27 the accelerator clause (Final Approval Order, para. 15) in accordance with the above extensions  
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1 of time; and (4) to continue the dates on which statutory interest will accrue in accordance with  
2 the above extensions of time.

3 **THEREFORE**, subject to this Court's approval, **THE PARTIES HEREBY**  
4 **STIPULATE** to and respectfully request that the Court order as follows:

5 1. Paragraph 11 of the Final Approval Order is modified to state as follows:

6 It is hereby ordered that Defendant will wire one-third (1/3) of the First Installment  
7 Payment, or \$250,000.00 ("First Installment Payment #1 of 3"), by March 29, 2023, into an  
8 account established by the Settlement Administrator, in accordance with the terms and  
9 methodology set forth in the Settlement Agreement. Ninety-one (91) calendar days after the  
10 full funding of First Installment Payment #1 of 3, or June 28, 2023, Defendant will wire another  
11 one-third (1/3) of the First Installment Payment, or \$250,000.00 ("First Installment Payment #2  
12 of 3"), into the account established by the Settlement Administrator, in accordance with the  
13 terms and methodology set forth in the Settlement Agreement. Ninety-one (91) calendar days  
14 after the full funding of First Installment Payment #2 of 3, or September 27, 2023, Defendant  
15 will wire the remaining one-third (1/3) of the First Installment Payment, or \$250,000.00 ("First  
16 Installment Payment #3 of 3), into the account established by the Settlement Administrator, in  
17 accordance with the terms and methodology set forth in the Settlement Agreement. For purposes  
18 of this Stipulation and Order, December 19, 2022 will be considered the "First Settlement  
19 Payment Date," and the date from which the time to pay the Second Installment Payment will  
20 run.

21 2. Paragraph 14 of the Final Approval Order is modified to state as follows:

22 It is hereby ordered that there shall be a grace period of ten (10) calendar days to fund  
23 each installment payment ("grace period") – i.e., First Installment Payment #1 of 3 will have a  
24 grace period extending to April 8, 2023; First Installment Payment #2 of 3 will have a grace  
25 period extending to July 8, 2023; and First Installment Payment #3 of 3 will have a grace period  
26 extending to October 7, 2023. The Second Installment Payment and Third Installment Payment  
27 will also continue to have the grace periods already specified elsewhere in the Settlement  
28

1 Agreement. In the event of a late payment of any of the five (5) installment payments, after the  
2 grace period, Defendant will be required to pay statutory interest in accordance with California  
3 state law between the date the payment was originally due and the date the payment is made,  
4 and such interest will be distributed to the Settlement Class Members, according to the  
5 methodology and terms set forth in the Settlement Agreement. The First Installment Payment  
6 will be deemed "originally due" for all purposes on the dates specified in Paragraph 11 of the  
7 Order, namely:

- 8 • First Installment Payment #1 of 3 will be deemed "originally due" on March 29,  
9 2023.
- 10 • First Installment Payment #2 of 3 will be deemed "originally due" on June 28,  
11 2023.
- 12 • First Installment Payment #3 of 3 will be deemed "originally due" on September  
13 27, 2023.

14 3. Paragraph 15 of the Final Approval Order is modified to state as follows:

15 It is hereby ordered that if an installment payment that is due has not been paid within  
16 thirty (30) calendar days of the original due date ("late payment"), any and all remaining  
17 installment payments will be accelerated such that the remaining installment payment(s) and  
18 balance of the settlement must be paid within sixty (60) calendar days after the date the late  
19 payment was originally due, according to the methodology and terms set forth in the Settlement  
20 Agreement. The "original due date" of the First Installment Payment #1 of 3 will be deemed  
21 March 29, 2023, for all purposes. The "original due date" of the First Installment Payment #2  
22 of 3 will be deemed June 28, 2023, for all purposes. The "original due date" of the First  
23 Installment Payment #3 of 3 will be deemed September 27, 2023, for all purposes.

24 4. Paragraph 16 of the Final Approval Order is modified to state as follows:

25 It is hereby ordered that within fourteen (14) calendar days of First Installment Payment  
26 #1 of 3, the Settlement Administrator will distribute the Enhancement Payment to Plaintiff. It  
27 is hereby ordered that within fourteen (14) calendar days of First Installment Payment #3 of 3,  
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1 the Settlement Administrator will distribute (a) two-thirds of each Settlement Class Member's  
2 Individual Settlement Payment; (b) one-half of the Settlement Administrator Costs; (c) full  
3 payment of the litigation costs and expenses to Class Counsel; and (d) partial payment of  
4 attorneys' fees to Class Counsel in an amount that would allow the Settlement Administrator to  
5 distribute the remaining third of Individual Settlement Payment to Settlement Class Members  
6 after the Second Installment Payment Date.

7 5. No further notice shall be required to be given to Settlement Class Members about  
8 the modification of the funding and disbursement schedule pursuant to this Stipulation and  
9 Order, however, the Settlement Administrator shall be instructed to undertake the following  
10 steps to keep Settlement Class Members informed about the timing and status of their Individual  
11 Settlement Payment:

12 a. Post a copy of the original Final Approval Order and Judgment, along with  
13 a copy of the Order of this Court dated January 27, 2023, and this Stipulation and Order,  
14 on the Settlement Administrator's website so that they are accessible to the public on the  
15 Settlement Administrator's website for a minimum of two (2) years after the date the Court  
16 enters this Stipulation and Order.

17 b. Advise Settlement Class Members who call the Settlement Administrator  
18 to inquire about the Settlement, that the funding and disbursement schedule has changed,  
19 and advise them of the modified dates on which Individual Settlement Payment checks are  
20 scheduled to be issued to them.

21 5. If the extension of the funding and disbursement schedule for the settlement  
22 causes the Settlement Administrator's costs to exceed the \$7,000 which had already been  
23 approved by the Court for payment to Phoenix Settlement Administrators from the gross  
24 settlement fund, Defendant shall separately pay any additional Court-approved costs of the  
25 Settlement Administrator to ensure completion for the settlement administration and distribution  
26 process.

27 ///

1 IT IS SO AGREED.

2 Dated: March 28, 2023

LAWYERS for JUSTICE, PC

3  
4 By: 

5 Joanna Ghosh  
6 Alexandra Rose  
7 Attorneys for Plaintiff

8 Dated: March 28, 2023

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

9  
10  
11 By: 

12 Douglas J. Farmer  
13 Jade Butman  
14 Attorneys for Defendant  
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**ORDER**

The Court, having reviewed the Parties' Joint Stipulation For Second Amendment of Order After Hearing of Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Stipulation"), orders that Paragraphs 11, 14, 15, and 16 of the Final Approval Order be further amended to read as follows:

**1. Paragraph 11 of the Final Approval Order is modified to state as follows:**

It is hereby ordered that Defendant will wire one-third (1/3) the First Installment Payment, or \$250,000.00 ("First Installment Payment #1 of 3"), by March 29, 2023, into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement. Ninety-one (91) calendar days after the full funding of First Installment Payment #1 of 3, or, June 28, 2023, Defendant will wire another one-third (1/3) of the First Installment Payment, or \$250,000.00 ("First Installment Payment #2 of 3"), into the account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement. Ninety-one (91) calendar days after the full funding of First Installment Payment #2 of 3, or, September 27, 2023, Defendant will wire the remaining one-third (1/3), or \$250,000.00 ("First Installment Payment #3 of 3"), into the account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement. For purposes of this Order, December 19, 2022 will be considered the "First Settlement Payment Date," and the date from which the time to pay the Second Installment Payment will run.

**2. Paragraph 14 of the Final Approval Order is modified to state as follows:**

It is hereby ordered that there shall be a grace period of ten (10) calendar days to fund each installment payment ("grace period") – i.e., First Installment Payment #1 of 3 will have a grace period extending to April 8, 2023; First Installment



1 Payment #2 of 3 will have a grace period extending to July 8, 2023; and First  
2 Installment Payment #3 of 3 will have a grace period extending to October 7,  
3 2023. The Second Installment Payment and Third Installment Payment will also  
4 continue to have the grace periods already specified elsewhere in the Settlement  
5 Agreement. In the event of a late payment of any of the five (5) installment  
6 payments, after the grace period, Defendant will be required to pay statutory  
7 interest in accordance with California state law between the date the payment  
8 was originally due and the date the payment is made, and such interest will be  
9 distributed to the Settlement Class Members, according to the methodology and  
10 terms set forth in the Settlement Agreement. The First Installment Payment will  
11 be deemed "originally due" for all purposes on the dates specified in Paragraph  
12 11 of this Order, namely:

- 13 • First Installment Payment #1 of 3 will be deemed "originally due" on  
14 March 29, 2023.
- 15 • First Installment Payment #2 of 3 will be deemed "originally due" on  
16 June 28, 2023.
- 17 • First Installment Payment #3 of 3 will be deemed "originally due" on  
18 September 27, 2023.

19 **3. Paragraph 15 of the Final Approval Order is modified to state as follows:**

20 It is hereby ordered that if an installment payment that is due has not been paid  
21 within thirty (30) calendar days of the original due date ("late payment"), any and  
22 all remaining installment payments will be accelerated such that the remaining  
23 installment payment(s) and balance of the settlement must be paid within sixty  
24 (60) calendar days after the date the late payment was originally due, according to  
25 the methodology and terms set forth in the Settlement Agreement. The "original  
26 due date" of the First Installment Payment #1 of 3 will be deemed March 29, 2023,  
27 for all purposes. The "original due date" of the First Installment Payment #2 of 3  
28

will be deemed June 28, 2023, for all purposes. The "original due date" of the First Installment Payment #3 of 3 will be deemed September 27, 2023, for all purposes.

4. **Paragraph 16 of the Final Approval Order is modified to state as follows:**

It is hereby ordered that within fourteen (14) calendar days of the full funding of First Installment Payment #1 of 3, the Settlement Administrator will distribute the Enhancement Payment to Plaintiff. It is hereby ordered that within fourteen (14) calendar days of the full funding of First Installment Payment #3 of 3, the Settlement Administrator will distribute (a) two-thirds of each Settlement Class Member's Individual Settlement Payment; (b) one-half of the Settlement Administration Costs; (c) full payment of the litigation costs and expenses to Class Counsel; and (d) partial payment of attorneys' fees to Class Counsel in an amount that would allow the Settlement Administrator to distribute the remaining third of Individual Settlement Payment to Settlement Class Members after the Second Installment Payment Date.

5. No further notice is required to be given to Settlement Class Members about the modification of the funding and disbursement schedule pursuant to this Order, however, the Settlement Administrator shall undertake the following steps to keep Settlement Class Members informed about the timing and status of their Individual Settlement Payment:

a. Post a copy of the original Final Approval Order and Judgment, along with a copy of the Order of this Court dated January 25, 2023, and this Order, on the Settlement Administrator's website so that they are accessible to the public on the Settlement Administrator's website for a minimum of two (2) years after the date the Court enters this Order.

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1           b. Advise Settlement Class Members who call the Settlement Administrator  
2 to inquire about the Settlement, that the funding and disbursement schedule has changed,  
3 and advise them of the modified dates on which Individual Settlement Payment checks are  
4 scheduled to be issued to them.

5           5. If the extension of the funding and disbursement schedule for the settlement  
6 causes the Settlement Administrator's costs to exceed the \$7,000 which had already been  
7 approved by the Court for payment to Phoenix Settlement Administrators from the gross  
8 settlement fund, Defendant shall separately pay any additional Court-approved costs of the  
9 Settlement Administrator to ensure completion for the settlement administration and distribution  
10 process.

11  
12           **IT IS SO ORDERED.**

13           Dated:     MAR 29 2023    

14           By:                     Charles S. Treat                      
15                           Honorable Charles S. Treat  
16                           Judge of the Superior Court

## **Exhibit A**

Edwin Aiwarzian (SBN 232943)  
Arby Aiwarzian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
Alexandra Rose (SBN 329407)  
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*Attorneys for Defendant*

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

IRMA EUBANKS, individually, and on behalf  
of other members of the general public  
similarly situated;

Plaintiff,

vs.

YAPSTONE, INC. DBA  
RENTPAYMENT.COM, an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: MSC18-00956

Honorable Edward G. Weil  
Department 39

**CLASS ACTION**

**JOINT STIPULATION & ORDER TO  
AMEND ORDER AFTER HEARING OF  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT,  
ATTORNEYS' FEES, COSTS, AND  
ENHANCEMENT PAYMENT**

Complaint Filed: May 11 2018  
Trial Date: None Set

1           **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS**  
2 **OF RECORD:**

3           Plaintiff Irma Eubanks ("Plaintiff") and Defendant Yapstone, Inc. dba Rentpayment.com  
4 ("Defendant") (collectively, the "Parties"), by and through their respective counsel of record,  
5 stipulate as follows:

6           **WHEREAS**, the Parties reached a class-wide settlement that resolved the above-  
7 captioned case in its entirety, and the settlement was granted final approval by the Court;

8           **WHEREAS**, prior to final approval of the Settlement, Settlement Class Members were  
9 notified by way of the Notice of Class Action Settlement, that was mailed on June 8, 2022, that  
10 "Defendant will fund the Settlement in three (3) installments, as follows: (1) the first installment  
11 payment in the amount of \$750,000 ("First Installment Payment") within sixty (60) calendar  
12 days after the Court's Final Approval of the Settlement, (2) the second installment payment of  
13 \$375,000 ("Second Installment Payment") no later than one (1) year after the First Installment  
14 Payment date, and (3) the third installment of \$375,000 ("Third Installment Payment") no later  
15 than two (2) years after the Second Installment Payment date.";

16           **WHEREAS**, prior to final approval of the Settlement, Settlement Class Members were  
17 notified by way of the Notice of Class Action Settlement, that was mailed on June 8, 2022, that  
18 "There shall be a grace period of ten (10) calendar days to fund each installment payment ("grace  
19 period"). Time being of the essence, in the event of late payment of any of the installment  
20 payments as provided in the Settlement, after the grace period, Defendant shall be required to  
21 pay statutory interest in accordance with California state law between the date the payment was  
22 originally due and the date the payment is made, and such interest will be distributed to the  
23 Settlement Class Members. Additionally, if an installment payment that is due has not been paid  
24 within thirty (30) calendar days of the original due date ("late payment"), any and all remaining  
25 installment payments will be accelerated such that the remaining installment payment(s) and  
26 balance of the settlement must be paid within sixty (60) calendar days after the date the late  
27 payment was originally due.";

28           **WHEREAS**, prior to final approval of the Settlement, Settlement Class Members were

1 notified by way of the Notice of Class Action Settlement, that was mailed on June 8, 2022, "you  
2 will be issued your Individual Settlement Payment by way of two (2) installments as follows:  
3 two-thirds of your Individual Settlement Payment within fourteen (14) calendar days after the  
4 First Installment Payment and the remaining one-third of your Individual Settlement Payment  
5 within fourteen (14) calendar days after the Second Installment Payment.";

6 WHEREAS, Settlement Class Members were not otherwise notified with any other  
7 specificity, as to when they could expect to be issued an Individual Settlement Payment, and  
8 were provided with the Settlement Administrator's contact information so that they can update  
9 their address information and make inquiries;

10 WHEREAS, on October 19, 2022, the Court entered an Order After Hearing of Motion  
11 for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement  
12 Payment ("Final Approval Order") and Judgment;

13 WHEREAS, pursuant to the Final Approval Order, Phoenix Settlement Administrators  
14 (the "Settlement Administrator") was to be paid the amount of \$7,000 for the services performed  
15 and costs incurred and to be incurred for the notice and settlement administration process (Final  
16 Approval Order, para. 7);

17 WHEREAS, pursuant to the Final Approval Order, Defendant was to wire the first of  
18 three installment payments, in the amount of \$750,000.00 ("First Installment Payment"), to the  
19 Settlement Administrator sixty (60) calendar days after entry of the Final Approval Order (i.e.,  
20 December 19, 2022) (Final Approval Order, para. 11);

21 WHEREAS, the Final Approval Order provided a grace period of ten (10) calendar days  
22 from the installment due date to fund each installment payment, including the First Installment  
23 Payment which will become due at the end of the grace period (i.e., December 29, 2022) (Final  
24 Approval Order, para. 14);

25 WHEREAS, the Final Approval Order provided that statutory interest in accordance  
26 with California state law would accrue between the date a payment was originally due and the  
27 date the payment is made, and such statutory interest would become payable for any installment  
28 payment paid after the grace period (Final Approval Order, para. 14);



1       WHEREAS, the Final Approval Order provided that if an installment payment that is  
2 due has not been paid within thirty (30) calendar days of the original due date ("late payment"),  
3 any and all remaining installment payments will be accelerated such that the remaining  
4 installment payment(s) and balance of the settlement must be paid within sixty (60) calendar  
5 days after the date the late payment was originally due ("Accelerator Clause") (Final Approval  
6 Order, para. 15);

7       WHEREAS, pursuant to the Final Approval Order, notice of entry of the Final Approval  
8 Order was be given to the Class Members by posting a copy of the Final Approval Order on  
9 Phoenix Settlement Administrators' website for a period of at least sixty (60) calendar days after  
10 the date of entry of this Final Approval Order, and individualized notice was not required (Final  
11 Approval Order, para. 20);

12       WHEREAS, Defendant requires an additional ninety (90) calendar days ("Extension  
13 Period") to fund the First Installment Payment due to unforeseen short-term liquidity constraints  
14 that it anticipates correcting within the Extension Period;

15       WHEREAS, the Parties have agreed to the Extension Period in light of the  
16 circumstances described above, the Parties seek an order modifying paragraphs 11, 14 and 15  
17 of the Final Approval Order as follows: (1) to continue the due date of the First Installment  
18 Payment, from December 19, 2022, to March 19, 2023; (2) to continue the grace period on the  
19 First Installment Payment from December 29, 2022, to March 29, 2023; (3) to continue the dates  
20 triggering the Accelerator Clause (Final Approval Order, para. 15) in accordance with the above  
21 extensions of time such that any acceleration related to the First Installment Payment will not  
22 occur unless the First Installment Payment is not paid by April 18, 2023; and (4) to continue the  
23 dates on which statutory interest will accrue in accordance with the above extensions of time  
24 such that no interest will accrue if the First Installment Payment is paid on or before March 29,  
25 2023.

26       THEREFORE, subject to this Court's approval, **THE PARTIES HEREBY**  
27 **STIPULATE** to and respectfully request that the Court order as follows:

28       1. Paragraph 11 of the Final Approval Order is modified to state as follows:

1 It is hereby ordered that Defendant will wire the first installment payment of  
2 \$750,000.00 ("First Installment Payment") by March 19, 2023 ("First Settlement Payment  
3 Date") into an account established by the Settlement Administrator, in accordance with the terms  
4 and methodology set forth in the Settlement Agreement.

5 2. Paragraph 14 of the Final Approval Order is modified to state as follows:

6 It is hereby ordered that there shall be a grace period of ten (10) calendar days to fund  
7 each installment payment ("grace period"). In the event of a late payment of any of the  
8 installment payments, after the grace period, Defendant will be required to pay statutory interest  
9 in accordance with California state law between the date the payment was originally due and  
10 the date the payment is made, and such interest will be distributed to the Settlement Class  
11 Members, according to the methodology and terms set forth in the Settlement Agreement. The  
12 First Installment Payment will be deemed "originally due" for all purposes on March 19, 2023.

13 3. Paragraph 15 of the Final Approval Order is modified to state as follows:

14 It is hereby ordered that if an installment payment that is due has not been paid within  
15 thirty (30) calendar days of the original due date ("late payment"), any and all remaining  
16 installment payments will be accelerated such that the remaining installment payment(s) and  
17 balance of the settlement must be paid within sixty (60) calendar days after the date the late  
18 payment was originally due, according to the methodology and terms set forth in the Settlement  
19 Agreement. The "original due date" of the First Installment Payment will be deemed March 19,  
20 2023, for all purposes.

21 4. No further notice shall be required to be given to Settlement Class Members about  
22 the modification of the funding and disbursement schedule pursuant to this Stipulation and  
23 Order, however, the Settlement Administrator shall be instructed to undertake the following  
24 steps to keep Settlement Class Members informed about the timing and status of their Individual  
25 Settlement Payment:

26 a. Post a copy of the original Final Approval Order and Judgment, along with  
27 a copy of this Stipulation and Order, on the Settlement Administrator's website so that  
28

1 they are accessible to the public on the Settlement Administrator's website for a minimum  
2 of 2 years after the date the Court enters this Stipulation and Order.

3 b. Advise Settlement Class Members who call the Settlement Administrator  
4 to inquire about the Settlement, that the funding and disbursement schedule has changed,  
5 and advise them of the modified dates on which Individual Settlement Payment checks are  
6 scheduled to be issued to them.

7 5. If the extension of the funding and disbursement schedule for the settlement  
8 causes the Settlement Administrator's costs to exceed the \$7,000 which had already been  
9 approved by the Court for payment to Phoenix Settlement Administrators from the gross  
10 settlement fund, in that event, Defendant shall separately pay any additional Court-approved  
11 costs of the Settlement Administrator to ensure completion for the settlement administration and  
12 distribution process.

13 **IT IS SO AGREED.**

14 Dated: January 12, 2023

LAWYERS for JUSTICE, PC

15 By: 

16 Joanna Ghosh  
17 Alexandra Rose  
18 Attorneys for Plaintiff

19 Dated: January 12, 2023

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.

21 By: 

22 Douglas J. Farmer  
23 Jade Butman  
24 Attorneys for Defendant  
25  
26  
27  
28

ORDER

The Court, having reviewed the Parties' Joint Stipulation & Order to Amend Order After Hearing of Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Stipulation to Amend Final Approval Order"), orders that Paragraphs 11, 14 and 15 of the Final Approval Order be amended, as stipulated by the Parties above, to read as follows:

1. Paragraph 11 of the Final Approval Order is modified to state as follows:

It is hereby ordered that Defendant will wire the first installment payment of \$750,000.00 ("First Installment Payment") by March 19, 2023 ("First Settlement Payment Date") into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

2. Paragraph 14 of the Final Approval Order is modified to state as follows:

It is hereby ordered that there shall be a grace period of ten (10) calendar days to fund each installment payment ("grace period"). In the event of a late payment of any of the installment payments, after the grace period, Defendant will be required to pay statutory interest in accordance with California state law between the date the payment was originally due and the date the payment is made, and such interest will be distributed to the Settlement Class Members, according to the methodology and terms set forth in the Settlement Agreement. The First Installment Payment will be deemed "originally due" for all purposes on March 19, 2023.

3. Paragraph 15 of the Final Approval Order is modified to state as follows:

It is hereby ordered that if an installment payment that is due has not been paid within thirty (30) calendar days of the original due date ("late payment"), any and all remaining installment payments will be accelerated such that the remaining installment payment(s) and balance of the settlement must be paid within sixty (60) calendar days after the date the late payment was originally due, according to

1 the methodology and terms set forth in the Settlement Agreement. The "original  
2 due date" of the First Installment Payment will be deemed March 19, 2023, for all  
3 purposes.

4 4. No further notice is required to be given to Settlement Class Members about the  
5 modification of the funding and disbursement schedule pursuant to this Stipulation and Order,  
6 however, the Settlement Administrator shall undertake the following steps to keep Settlement  
7 Class Members informed about the timing and status of their Individual Settlement Payment:


8 a. Post a copy of the original Final Approval Order and Judgment, along with  
9 a copy of this Stipulation and Order, on the Settlement Administrator's website so that  
10 they are accessible to the public on the Settlement Administrator's website for a minimum  
11 of 2 years after the date the Court enters this Stipulation and Order.

12 b. Advise Settlement Class Members who call the Settlement Administrator  
13 to inquire about the Settlement, that the funding and disbursement schedule has changed,  
14 and advise them of the modified dates on which Individual Settlement Payment checks are  
15 scheduled to be issued to them.

16 5. If the extension of the funding and disbursement schedule for the settlement  
17 causes the Settlement Administrator's costs to exceed the \$7,000 which had already been  
18 approved by the Court for payment to Phoenix Settlement Administrators from the gross  
19 settlement fund, in that event, Defendant shall separately pay any additional Court-approved  
20 costs of the Settlement Administrator to ensure completion for the settlement administration and  
21 distribution process.

22  
23 IT IS SO ORDERED.

24 Dated: JAN 25 2023

25 By:   
26 Honorable CHARLES S. TREAT  
27 Judge of the Superior Court  
28

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On March 28, 2023, I served the foregoing document(s) described as: **JOINT STIPULATION & ORDER FOR SECOND AMENDMENT TO ORDER AFTER HEARING OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, COSTS, AND ENHANCEMENT PAYMENT** on interested parties in this action as follows:

Douglas J. Farmer (douglas.farmer@ogletreedeakins.com)  
Lisa M. Bowman (jade.butman@ogletreedeakins.com) (jadc.butman@ogletree.com)  
**OLGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**  
Stewart Tower, One Market Plaza, Suite 1300  
San Francisco, California 94105

*Attorneys for Defendants Yapstone, Inc. DBA Rentpayment.com*

**[X] BY E-MAIL**

The above-referenced document was transmitted to the person(s) at the email addresses listed herein at their most recent known email address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 28, 2023, at Glendale, California.

  
\_\_\_\_\_  
Lindsey Crosby