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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
24 **FOR THE COUNTY OF ALAMEDA**

25 KANEISHA KINGSBURY, individually, and on  
26 behalf of all others similarly situated,

27 *Plaintiff,*

28 v.

29 CARAVAN FOODS II, INC., a corporation;  
30 STERLING BV, INC., a corporation; and DOES  
31 1 through 10, inclusive,

32 *Defendants.*

Case No.: RG21096357

**CLASS ACTION**

[Assigned to: Hon. Brad Seligman]

**FIRST AMENDMENT TO STIPULATED  
SETTLEMENT AGREEMENET**

FAC filed: May 13, 2021  
Trial date: Not set

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1 This First Amendment to Stipulated Settlement Agreement (“Amendment”) is made by  
2 and between the Named Plaintiff, Kaneisha Kingsbury (“Plaintiff”), on her own behalf and on  
3 behalf of all members of the Settlement Class Members, as described below, and Defendant  
4 Caravan Foods II, Inc. (“Defendant,” and together with Plaintiff, the Parties), in the lawsuit  
5 entitled *Kaneisha Kingsbury v. Caravan Foods II, Inc., et al.*, filed in Alameda County  
6 Superior Court, Case No. RG21096357.

7 **WHEREAS**, the Parties entered into a Stipulated Settlement Agreement and Release of  
8 Claims (the “Settlement”) and filed it with the Court on August 17, 2022 in connection with  
9 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement;

10 **WHEREAS**, on or about September 13, 2022, the Court entered an order continuing  
11 the hearing on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement in  
12 order for the Parties to address issues related to the proposed Settlement and Class Notice;

13 **WHEREAS**, pursuant to Section 8.01 of the Settlement, the Parties have agreed to  
14 amend the Settlement solely to the extent set forth in this Amendment;

15 **WHEREAS**, other than the capitalized terms defined in this Agreement, all other  
16 capitalized terms referenced in this Amendment shall carry the same meaning as the same  
17 terms referenced in the Settlement.

18 **NOW THEREFORE**, the Parties hereby agree to modify the Settlement as follows:

- 19 1. In Section 5.06, subd. (c)(6), titled “Allocation of Net Fund Value Amount  
20 Payments and Taxes,” first sentence that reads “All Individual Settlement Payments  
21 made to Participating Class Members under this Agreement shall be allocated as  
22 wage” (Settlement, at p. 24, lines 3-5) **shall be removed and replaced with the**  
23 **following sentence**: “All Individual Settlement Payments made to Participating  
24 Class Members under this Agreement shall be allocated as 80% wages and 20%  
25 penalties/interest.”
- 26 2. In Section 5.06, subd. (d)(5), titled “Individual Settlement Payments,” the last  
27 sentence that reads “After all settlement funds have been distributed and all checks  
28 issued to Settlement Class Members have either been cashed or have remained

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uncashed and gone stale, the Settlement Administrator shall deposit any residual funds from uncashed checks with the California State Controller's Office- Unclaimed Property” (Settlement, at p. 26, lines 6-9) **shall be removed.**

3. Immediately following Section 5.06, subd. (d)(5), a new paragraph shall be created and labeled as Section 5.06, subd. (d)(6), and titled “*Cy Pres* Procedures.” **The paragraph shall read:**

“6. *Cy Pres* Procedures: After all settlement funds have been distributed and all checks issued to Settlement Class Members have either been cashed or have remained uncashed for at least one hundred twenty (120) days after the checks were issued, the Settlement Administrator shall transmit all the residual funds to Legal Aid at Work, which is an approved nonprofit organization consistent with Code of Civil Procedure Section 384. The submission of residual funds shall take place no later than one hundred eighty (180) days after the checks to the Settlement Class Members are first issued. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with Legal Aid at Work.”

4. The Parties agree that the response deadlines to the Class Notice shall be changed from thirty (30) days to forty-five (45) days. Accordingly, the following words in the Settlement shall be changed:

- a. In Section 5.04, subd. (a), at page 15, line 8, the words “thirty (30) days” **shall be changed to** “forty-five (45) days”;
- b. In Section 5.04, subd. (a), at page 15, lines 10-11, the words “thirty (30) days” **shall be changed to** “forty-five (45) days”;
- c. In Section 5.04, subd. (b), at page 15, line 26, the words “thirty (30) days” **shall be changed to** “forty-five (45) days”; and
- d. In Section 5.04, subd. (b), at page 16, line 2, the phrase words “thirty (30) days” **shall be changed to** “forty-five (45) days”.

5. The Parties agree that the amount of the gross settlement allocated to the PAGA

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penalties shall be increased from \$10,000.00 to \$40,000.00. Accordingly, the following words in the Settlement shall be changed:

- a. In Article III, subd. (w), at page 8, lines 23, the words “Ten Thousand Dollars (\$10,000.00)” **shall be changed to** “Thirty Thousand Dollars (\$30,000.00)”;
- b. In Article III, subd. (w), at page 8, lines 24-25, the words “Seven Thousand Hundred Dollars (\$7,500.00)” **shall be changed to** “Forty Thousand Dollars (\$40,000.00)”;
- c. In Section 5.06, subd. (a), at page 20, lines 21-23, the “PAGA penalty payment of Ten Thousand Dollars (\$10,000.00), which includes the payment of Seven Thousand and Five Hundred Dollars (\$7,500.00) to the LWDA” **shall be changed to** “PAGA penalty payment of Forty Thousand Dollars (\$40,000.00), which includes the payment of Thirty Thousand Dollars (\$30,000.00) to the LWDA”

**EXECUTION BY PARTIES AND COUNSEL:**

Dated: September 29, 2022

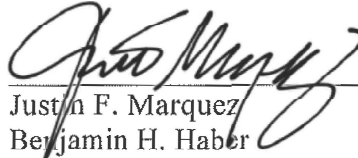
DocuSigned by:  
  
 92AB727B89DD13C  
 Kaneisha Kingsbury, Representative Plaintiff

Dated: September 29, 2022

  
 By: Dan Lee  
 For Defendant Caravan Foods II, Inc.

1 APPROVED AS TO FORM AND CONTENT:

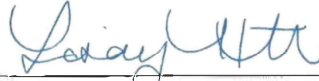
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Justin F. Marquez  
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Attorneys for Plaintiff

7  
8 Dated: September 29, 2022



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Attorneys for Defendant

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