

AMENDMENT NO. 1 TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 1”) is made by and between Plaintiff Maggie Chong (“Plaintiff” or “Chong”) and Defendants Jinglebells LLC and Jinglebells Holding LLC (collectively, “Defendants” or “Jinglebells”). This Amendment No. 1 refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment incorporates by reference all terms and conditions of the Class Action and PAGA Settlement Agreement and Class Notice, fully executed by the Parties as of September 26, 2024 (“Agreement”). Pursuant to Section 12.9 of the Agreement, the Parties amend the Agreement as follows:

- 1.1 Paragraph 5. The prefatory language of Paragraph 5 of the Agreement is revised to state as follows:

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, the LWDA, and Class Counsel will release claims against all Released Parties as follows:

- 1.2 Paragraph 5.3. Paragraph 5.3 of the Agreement is deleted in its entirety and replaced with the following:

- 5.3. Release by the LWDA: The LWDA is deemed to release, on behalf of itself and its respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims, as defined in Paragraph 1.40.

- 1.3 Paragraph 1.40. Paragraph 1.40 of the Agreement is deleted in its entirety and replaced with the following:

- 1.40. “Released PAGA Claims” mean any and all claims for civil penalties under PAGA held by the LWDA that were alleged in Plaintiff’s PAGA Notice, or which could have been alleged, based upon the facts and theories stated in Plaintiff’s PAGA Notice, and that arose during the PAGA Period, including, but not limited to, violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2698, *et seq.*, Business and Professions Code 17200, and the corresponding sections of the applicable California Industrial Welfare Commission Wage Orders, including Wage Order 5.

- 1.4 Paragraph 4.4.3. Paragraph 4.3.3 is deleted in its entirety and replaced with the following:

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to CALICO, the children's advocacy center for Alameda County, or such other foundation agreed upon by Plaintiff and Defendants and approved by the Court ("Cy Pres Recipient"), consistent with California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Cy Pres Recipient.

- 1.5 Exhibit A to Agreement. Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A to this Amendment No. 1.

The remaining provisions of the Agreement shall remain effective and enforceable.

Dated: 01/13/2025

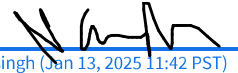
JINGLEBELLS, LLC

By: 
sandy.singh (Jan 13, 2025 11:42 PST)

Title: CEO

Dated: 01/13/2025

JINGLEBELLS HOLDINGS, LLC

By: 
sandy.singh (Jan 13, 2025 11:42 PST)

Title: Manager

Dated:

MAGGIE CHONG

By: _____

Maggie Chong

- 1.4 Paragraph 4.4.3. Paragraph 4.3.3 is deleted in its entirety and replaced with the following:

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to CALICO, the children's advocacy center for Alameda County, or such other foundation agreed upon by Plaintiff and Defendants and approved by the Court ("Cy Pres Recipient"), consistent with California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Cy Pres Recipient.

- 1.5 Exhibit A to Agreement. Exhibit A to the Agreement is deleted in its entirety and replaced with Exhibit A to this Amendment No. 1.

The remaining provisions of the Agreement shall remain effective and enforceable.

Dated: JINGLEBELLS, LLC

By: _____

Title:

Dated: JINGLEBELLS HOLDINGS, LLC

By: _____

Title:

Dated: MAGGIE CHONG

01 / 30 / 2025

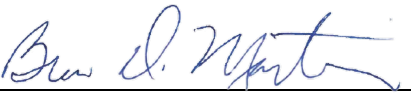
By:  _____

Maggie Chong

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS

Dated: January 13, 2025

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: 

Brian D. Martin

Hillary E. Chaffin

Attorneys for Defendants Jinglebells LLC, et al.

Dated:

CAPSTONE LAW APC

By: _____

Bevin Pike

Daniel Jonathan

Trisha Monesi

Attorneys for Plaintiff Maggie Chong

Dated:

KYLE TODD, P.C.

By: _____

Kyle Todd

Attorneys for Plaintiff Maggie Chong

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS

Dated: ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____

Brian D. Martin

Hillary E. Chaffin

Attorneys for Defendants Jinglebells LLC, et al.

Dated: 2/11/2025

CAPSTONE LAW APC

By:  _____

Bevin Pike

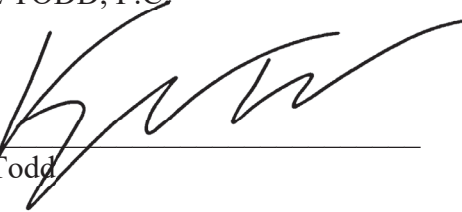
Daniel Jonathan

Trisha Monesi

Attorneys for Plaintiff Maggie Chong

Dated:
1/26/2025

KYLE TODD, P.C.

By:  _____

Kyle Todd

Attorneys for Plaintiff Maggie Chong