

1 EDWIN AIWAZIAN (SBN 232943)
 2 edwin@calljustice.com
 3 ARBY AIWAZIAN (SBN 269827)
 4 arby@calljustice.com
 5 TARA ZABEHI (SBN 314706)
 6 tara@calljustice.com
 7 **LAWYERS for JUSTICE, PC**
 8 410 West Arden Avenue, Suite 203
 9 Glendale, California 91203
 10 Tel.: (818) 265-1020/ Fax: (818) 265-1021

11 D. LUKE CLAPP, SBN 306040
 12 luke@protectionlawgroup.com
 13 **PROTECTION LAW GROUP, LLP**
 14 149 Sheldon Street
 15 El Segundo, CA 90245
 16 Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff

17 ALEXANDER M. CHEMERS, CA Bar No. 263726
 18 alexander.chemers@ogletree.com
 19 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
 20 400 South Hope Street, Suite 1200
 21 Los Angeles, CA 90071
 22 Tel.: 213-239-9800 / Fax: 213-239-9045

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

23 SANDY ELLIS, individually and on behalf of
 24 other members of the public similarly situated,
 25 and as an aggrieved employee and Private
 26 Attorney General,

Plaintiff,

vs.

27 PAYLOCITY CORPORATION, an Illinois
 28 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 22CV014356 (Lead Action)
 Case No.: 22CV014349 (Consolidated
 Action)

Assigned for All Purposes to: Hon. Michael Markman, Dept. 23

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Filed date: July 14, 2022
 Trial date: None

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Plaintiff SANDY ELLIS (“Plaintiff”), individually and on behalf of the Settlement Class and Defendant PAYLOCITY CORPORATION (“Defendant”) hereby amend and replace the following paragraphs in their previously executed Joint Stipulation of Class Action and PAGA Settlement (“Settlement “Agreement”) as follows:

Amendment No. 1

Amendment to Settlement Agreement Paragraph 59

59. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Legal Aid at Work, formerly known as Legal Aid Society – Employment Law Center. Any funds that are not claimed by Participating Class Members shall be distributed in accordance with California Civil Procedure Code § 384, and Counsel for the Parties shall provide the necessary declarations, if any, pursuant to California Civil Procedure Code §382.4. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing.

Amendment No. 2

Amendment to Settlement Agreement Paragraph 28

28. “Released PAGA Claims” means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff’s May 3, 2022, PAGA Letter to the LWDA including but not limited to

penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 558, 2800, 2802, and 2699.


Dated: 10/24/2024

PLAINTIFF

Signed by:
By: 
249D2CAF874A489...
Sandy Ellis

Dated: 10/24/2024

PROTECTION LAW GROUP, LLP

By: 
D. Luke Clapp, Esq.
Attorney for Plaintiff

Dated: _____

LAWYERS FOR JUSTICE, PC

By: _____
Vartan S. Madoyan, Esq.
Attorney for Plaintiff

Dated: _____

DEFENDANT

PAYLOCITY CORPORATION

By: _____

Name: _____

Title: _____

Dated: _____

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

By: _____
Alexander M. Chemers
Daniel Rojas
Attorneys for Defendant

1 penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210,
2 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 558, 2800, 2802, and 2699.

3 Dated: _____

PLAINTIFF

4 By: _____

5 Sandy Ellis

6
7 Dated: _____

PROTECTION LAW GROUP, LLP

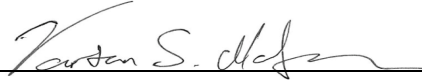
8
9 By: _____

10 D. Luke Clapp, Esq.
11 Attorney for Plaintiff

12 Dated: 10/24/2024

LAWYERS FOR JUSTICE, PC

13
14 By: _____

15 
16 Vartan S. Madoyan, Esq.
17 Attorney for Plaintiff

18 Dated: _____

DEFENDANT

PAYLOCITY CORPORATION

19 By: _____

20 Name: _____

21 Title: _____

22
23 Dated: _____

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

25 By: _____

26 Alexander M. Chemers
27 Daniel Rojas
28 Attorneys for Defendant

penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 558, 2800, 2802, and 2699.

Dated: _____

PLAINTIFF

By: _____
Sandy Ellis

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____
D. Luke Clapp, Esq.
Attorney for Plaintiff

Dated: _____

LAWYERS FOR JUSTICE, PC

By: _____
Vartan S. Madoyan, Esq.
Attorney for Plaintiff

Dated: October 28, 2024

DEFENDANT

PAYLOCITY CORPORATION

By: Amy Mulchay DocuSigned by: _____

Name: Amy Mulchay
DFFB0390A2E14E3...

Title: Sr. Employment and Litigation Counsel

Dated: October 28, 2024

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

By: Alexander M. Chemers
Alexander M. Chemers
Daniel Rojas
Attorneys for Defendant