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10
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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF SANTA CLARA

15 ROBERT CHERY, CINDY PHAM,
SAVANNA JACOBSEN, and ZAVEN
16 McCARTY, individuals, on behalf of
themselves and all others similarly situated,

17 Plaintiffs,

18 vs.

19
20 WARBY PARKER INC., a Delaware
corporation; WARBY PARKER RETAIL, INC.,
21 a Delaware corporation; and DOES 1 through 50,
inclusive,

22 Defendants.

CASE NO. 23CV417693
Related Cases: 5:23-cv-01884-NC,
23CV421588

CLASS ACTION

[Assigned for all purposes to the Honorable
Theodore C. Zayner, Dept. 19]

**AMENDMENT TO CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

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23 Attorneys for Defendants
WARBY PARKER INC. and
24 WARBY PARKER RETAIL, INC.

1 This Amendment to the Class Action Settlement Agreement and Release
2 (“Amendment”) is made and entered into by Plaintiffs Cindy Pham, Savanna Jacobsen, Zaven
3 McCarty, and Robert Chery (“Plaintiffs”) and Defendants Warby Parker Inc. and Warby Parker
4 Retail, Inc. (“Defendants”) (Plaintiffs and Defendants are jointly referred to herein as the
5 “Parties”), on the other hand, with reference to the following facts:

6 WHEREAS, on October 1, 2024, the Parties fully executed the Class Action Settlement
7 Agreement and Release (“Settlement Agreement”) in the above-referenced matter;

8 WHEREAS, pursuant to Paragraph 81 of the Settlement Agreement, the Parties have
9 agreed to amend the Settlement Agreement solely to the extent set forth in this Amendment for
10 the purpose of ensuring any unpaid cash residue and unclaimed or abandoned funds in class
11 action litigation are distributed as provided under California Code of Civil Procedure section
12 384, as required by the Court’s order dated May 28, 2025;

13 NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

14 1. Paragraph 65 of the Settlement Agreement shall be amended to read as follows:

15 Un-cashed Settlement Checks. Individual Settlement Payment and/or Individual
16 PAGA Payment checks remaining un-cashed for more than one hundred eighty
17 (180) calendar days after issuance will be void. Class Counsel will submit a
18 declaration from the Settlement Administrator to the Court, confirming the total
19 amount paid to Allegedly Aggrieved Employees and Settlement Class Members.
20 The Parties agree, subject to the Court’s approval, that any remaining funds,
21 including any accrued interest, from the uncashed checks shall be distributed to
22 Vision to Learn, a 501(c)(3) non-profit organization. Pursuant to California Code
23 of Civil Procedure section 384, Vision to Learn is a qualified cy pres recipient
24 that provides vision screenings, eye exams and glasses to children at their
25 schools and community organizations. The Parties further agree that Vision to
26 Learn is a nonprofit organization that will benefit the Allegedly Aggrieved
27 Employees and Participating Settlement Class Members, similarly situated
28


1 persons or otherwise qualifies as a child advocacy program. The Parties agree
2 that this disposition results in no “unpaid residue” under California Code of Civil
3 Procedure section 384, as the entire Net Settlement Amount (plus the PAGA
4 Settlement Amount) will be paid to the Allegedly Aggrieved Employees and
5 Participating Settlement Class Members, or to a nonprofit organization, whether
6 or not they all cash their Individual Settlement Payment and/or Individual PAGA
7 Payment checks.

8 The Amendments to Paragraph 65 of the Settlement Agreement expressly supersedes
9 the original Paragraph 65 of the Settlement Agreement and is incorporated by reference in the
10 Settlement Agreement.

11 IT IS SO STIPULATED.


12 Dated: June 12, 2025

Gibson, Dunn & Crutcher LLP

13 By: 
14 Katie M. Magallanes
15 Attorney for Warby Parker Inc. and
16 Warby Parker Retail, Inc.


17 Dated: June 12, 2025

Matern Law Group, PC

18 By: 
19 Matthew J. Matern
20 Matthew W. Gordon
21 Vanessa M. Rodriguez
22 Attorneys for Plaintiffs Cindy Pham,
23 Savanna Jacobsen, and Zaven McCarty

24 Dated: June 12, 2025

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25 By: 
26 Shani O. Zakay
27 Attorney for Plaintiff Robert Chery
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