

**AMENDMENT TO MAY 2022 CLASS ACTION SETTLEMENT AGREEMENT  
BETWEEN THE PLAINTIFF CLASS AND A.J. BOGGS AND COMPANY**

THIS AMENDMENT TO THE MAY 2022 CLASS ACTION SETTLEMENT AGREEMENT BETWEEN THE PLAINTIFF CLASS AND A.J. BOGGS AND COMPANY (“Amendment to Class Action Settlement Agreement”) is made effective as of the 5th day of October, 2022, between Class Representative A. Doe (“Class Representative”) and A.J. Boggs & Co (“A.J. Boggs”) (collectively, the “Parties”).

**BACKGROUND**

WHEREAS, on April 3, 2018, the Class Representative filed a complaint against A.J. Boggs in California Superior Court in San Francisco County, later amended on August 31, 2018;

WHEREAS, between February 10-15, 2022, the Parties executed a settlement agreement to resolve the allegations contained in the original and amended complaints;

WHEREAS, on February 17, 2022, the Plaintiff Class filed an unopposed motion for preliminary approval of the settlement agreement with the Court;

WHEREAS, between-April 29-May 2, 2022, the Parties executed an amended version of the settlement agreement to resolve the allegations contained in the original and amended complaints and to address requests made by the Superior Court (the “May 2022 Class Action Settlement Agreement”);

WHEREAS, on June 14, 2022, the Court granted the Plaintiff Class’s unopposed motion for preliminary approval of the settlement agreement containing a timeline for the Claims Administrator to enter into a data sharing agreement with the California Department of Public Health (“CDPH”), receive the contact information for the Plaintiff Class, and additional other steps to administer the settlement;

WHEREAS, on or about June 23, 2022, the Parties discovered that the Claims Administrator, Simpluris, claimed for the first time it could not meet CDPH’s requirements under CDPH’s proposed data sharing agreement;

WHEREAS, on June 30, 2022, the Parties moved for a 45-day extension of time to identify a new claims administrator who could meet CDPH’s requirements set forth in CDPH’s propose data sharing agreement;

WHEREAS, on June 30, 2022, the Court granted the requested 45-day extension of time for the parties to identify a new claims administrator who could meet CDPH’s requirements set forth in CDPH’s propose data sharing agreement;

WHEREAS, despite diligent efforts, it was on August 8, 2022, that the Parties identified a new claims administrator, Kroll Settlement Administration, LLC (“Kroll”);

WHEREAS, on August 23, 2022, the Parties obtained an estimate of \$35,776.00 from Kroll (the “Kroll August 22, 2022 Estimate”).

WHEREAS, the Parties, the Kroll and CDPH engaged in negotiations to confirm Kroll would agree to meet the requirements of CDPH’s proposed data sharing agreement; and

WHEREAS, A.J. Boggs & Co has obtained approval from its insurer for the Kroll August 22, 2022 Estimate.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the undersigned, intending to be legally bound, hereby amend the Class Action Settlement Agreement as follows:

1. The Parties mutually agree that as to Section 1.6 of the May 2022 Class Action Settlement Agreement: (i) the word “Simpluris” is deleted and replaced with the phrase “Kroll Settlement Administration, LLC (“Kroll”)”; (ii) the phrase “in an amount not to exceed Nine Thousand Six Hundred Sixty Seven Dollars (\$9,667.00) is deleted and replaced with the phrase “in an amount consistent with Kroll’s August 22, 2022 Estimate of \$35,776.00”; and (iii) the remainder of Section 1.6 is otherwise unchanged and unamended;

2. The Parties mutually agree that Section 6.2(ii) of the May 2022 Class Action Settlement Agreement is hereby amended to read in full as follows:

A.J. Boggs or its insurer agree to pay the reasonable costs charged by the Claims Administrator, including the costs of service of the Notice and costs incurred due to the receipt, redaction and communication of any Request for Exclusion and/or objection, plus the reasonable costs of distribution of the first and second \$2,000.00 settlement checks making up the Settlement Monetary Payment, as set forth in the Kroll August 22, 2022 Estimate. Within twenty-one (21) business days after the Effective Date, A.J. Boggs or its insurer will wire sufficient funds into the Claims Administrator’s settlement bank account, from which the Settlement Monetary Payment will be made to each of the ninety-three (93) Settlement Class Members who is not an Opt-Out, or to the Cy Pres Recipients in lieu of each Settlement Class Member who is not an Opt-Out but elected to not receive or will not receive the Settlement Monetary Payment. With regard to the Claims Administrator, the Claims Administrator’s activities, the Notice and the Settlement Monetary Payment, the roles of A.J. Boggs and its insurer are expressly and strictly limited to paying the amounts called for under this Settlement.

3. The Parties mutually agree that Section 6.2(vi-viii) of the May 2022 Class Action Settlement Agreement is hereby amended to read in full as follows:

(vi) The Parties recognize that some Settlement Class Members may not accept the first \$2,000 settlement check until 2024. The Parties agree that a Settlement Class Member who is not an Opt-Out and who has not already received the first \$2,000 settlement check may elect to receive the first check after December 31, 2023, but before December 15, 2024. In that event, the Claims Administrator will issue a first \$2,000.00 settlement check, which will remain payable for a period of one hundred eighty (180) days in

accordance with the dates listed below in Subparagraph 6.2(vi)(b) and that Settlement Class Member may then receive the second \$2,000.00 settlement check in January of 2025, which will remain payable for a period of one hundred eighty (180) days.

(vii) The Parties further agree that:

(a) Settlement checks issued in calendar year 2023 must be issued no later than December 22, 2023.

(b) Settlement checks issued in calendar year 2024 must be issued no later than December 22, 2024.

(c) Settlement checks issued in calendar year 2025 must be issued no later than January 31, 2025.

(d) In the event that a Settlement Class Member who is not an Opt-Out has not requested the first Settlement Monetary Payment by December 15, 2024, and has not been issued the first Settlement Monetary Payment by December 22, 2024, the Settlement Monetary Payment corresponding to such Settlement Class Member will be distributed by the Claims Administrator to the two Cy Pres Recipients with half of the total sum in a single payment going to each of the two Cy Pres Recipients.

(viii) One hundred ninety (190) days after the final deadline on January 31, 2025 for the Claims Administrator to issue any second settlement check in 2025 (August 8, 2025), the funds associated with any uncashed settlement checks and any other funds remaining in the Settlement Account will be distributed by the Claims Administrator to the two Cy Pres Recipients with half of the total sum in a single payment going to each of the two Cy Pres Recipients.

4. The Parties mutually agree that as to Section III.C. of the Notice attached as Exhibit A to the May 2022 Class Action Settlement Agreement (i) the name, address and telephone number for the Claims Administrator is changed by deleting the prior name, address and telephone number for Simpluris and replacing it with: "Kroll Settlement Administration, LLC, Attn: Paul Ferruzzi, 2000 Market Street, Suite 2700, Philadelphia, PA 19103 Phone (833) 512-2305; and (ii) Section III.C. of the Notice is otherwise unchanged and unamended.

5. Nothing in this Amendment shall be construed as in any way altering or amending any of the other agreed-upon terms of the May 2022 Class Action Settlement Agreement.

6. This Amendment may be executed in counterparts and sent by e-mail, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same amendment to the May 2022 Class Action Settlement Agreement.

7. The May 2022 Class Action Settlement Agreement, as amended hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed effective as of the date first set forth above.

Dated: October 06, 2022

By: A. Doe  
Settlement Class Representative A. Doe

Dated: October 10, 2022

LAMBDA LEGAL DEFENSE & EDUCATION  
FUND, INC.

By: Kara N. Ingelhart  
Kara N. Ingelhart, Attorneys for A. Doe and  
Settlement Class

Dated: October 6, 2022

COZEN O'CONNOR

By: K Kara Kapp  
Kara Kapp, Attorneys for A. Doe and Settlement  
Class

Dated: October   , 2022

A.J. BOGGS & COMPANY

By: \_\_\_\_\_  
J. Clarke Anderson, CEO

APPROVED AS TO FORM

BARTKO ZANKEL BUNZEL & MILLER  
A Professional Law Corporation

\_\_\_\_\_  
Michael D. Abraham, Attorneys for Defendant A.J.  
BOGGS & COMPANY

Dated: October \_\_, 2022

By: \_\_\_\_\_  
Settlement Class Representative A. Doe

Dated: October \_\_, 2022

LAMBDA LEGAL DEFENSE & EDUCATION  
FUND, INC.

By: \_\_\_\_\_  
Kara N. Ingelhart, Attorneys for A. Doe and  
Settlement Class

Dated: October \_\_, 2022

COZEN O'CONNOR

By: \_\_\_\_\_  
Kara Kapp, Attorneys for A. Doe and Settlement  
Class

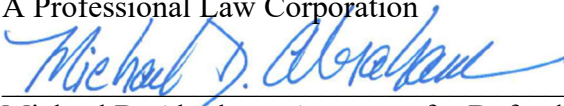
Dated: October 6, 2022

A.J. BOGGS & COMPANY

By:  \_\_\_\_\_  
J. Clarke Anderson, CEO

APPROVED AS TO FORM

Dated: October 6, 2022

BARTKO ZANKEL BUNZEL & MILLER  
A Professional Law Corporation  
 \_\_\_\_\_  
Michael D. Abraham, Attorneys for Defendant A.J.  
BOGGS & COMPANY