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12 Attorneys for Defendant

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 14 FOR THE COUNTY OF ORANGE

15 JAMES LAWSON, individually and on behalf of  
 16 all others similarly situated,

17 Plaintiffs,

18 vs.

19 CONSUMER PORTFOLIO SERVICES, INC., a  
 20 California Corporation; and DOES 1-50, inclusive

21 Defendants.

Case No.: 30-2018-01021149-CU-OE-CXC

**AMENDMENT TO AGREEMENT FOR  
 SETTLEMENT OF CLASS AND PAGA  
 CLAIMS**

1 Pursuant to the Court’s instructions in its minute order issued October 13, 2023, this  
 2 Amendment revises the Agreement for Settlement of Class and PAGA Claims (“Settlement  
 3 Agreement”) entered into by Plaintiff James Lawson and Opt-in Plaintiff Christopher J. Daniels, on  
 4 one hand, and Defendant Consumer Portfolio Services, Inc (“CPS” or “Defendant”) on the other  
 5 (collectively the “Parties”), which was fully executed on August 3, 2023. The Parties have agreed to  
 6 adopt the changes shown below, deleting the text that is in red and crossed out and adding the text that  
 7 is in red and underlined.

### 8 SECTION 1: RECITALS

9 No revisions are made to Section 1.

### 10 SECTION 2: DEFINITIONS

11 The following defined terms used in the Settlement Agreement are revised as follows:

12 1. Class Period (Settlement Agreement ¶ 11). “Class Period” is revised as follows: “time  
 13 period from September 24, 2014 through August 29, 2023 ~~or the date of preliminary approval,~~  
 14 ~~whichever first occurs~~. It is the period to which the ~~Release of Claims~~ Released California Claims  
 15 applies.”

16 2. Court (Settlement Agreement ¶ 14). “Court” is revised as follows: “the Superior Court  
 17 of the State of California in the County of Orange, which shall retain jurisdiction pursuant to California  
 18 Code of Civil Procedure section 664.6(a) to enforce this Agreement.”

19 3. Released California Claims (Settlement Agreement ¶ 36). “Released California  
 20 Claims” is revised as follows: “any and all claims, rights, demands, liabilities, and causes of action of  
 21 any kind, whether known or unknown including any violation of common law, California law, or local  
 22 law, ~~and/or federal law~~ which were or could have been raised in the Action based on the facts alleged  
 23 in the complaints, including but not limited to claims based on California Labor Code sections 201,  
 24 202, 203, 204-204b, 210, ~~221, 222, 223, 225.5,~~ 226, 226.2, 226.3, 226.7, 256, 510, 512, ~~551,~~ 558,  
 25 1174, ~~1182.12,~~ 1194, 1194.2, 1197, 1197.1, and 1198, California Code of Regulations, Title 8 Sections  
 26 11000 and 11090, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business &  
 27 Professions Code sections 17200 *et seq.* ~~and any related damages, penalties, restitution, equitable~~  
 28

1 ~~relief, disgorgement, interest or attorneys' fees that arose during the Class Period.~~ This provision is  
2 only applicable to Eligible Class Members.”

3 4. Released PAGA Claims (Settlement Agreement ¶ 37). “Released PAGA Claims” is  
4 revised as follows: “any claims ~~relating to~~ for civil penalties under the California Private Attorneys  
5 General Act, California Labor Code section 2698 *et. seq.* for violations listed and based on the facts  
6 alleged in Plaintiff Lawson’s June 4, 2018 letter to the California Labor & Workforce Development  
7 Agency or the First Amended Complaint, or which could have been brought based on the factual  
8 allegations therein, including violations of California Labor Code sections, 201, 202, 203, 204-204b,  
9 210, ~~221, 222, 223, 225.5,~~ 226, 226.2, 226.3, 226.7, 256, 510, 512, ~~551,~~ 558, 1714, 1714.5, ~~1182.12,~~  
10 1194, 1194.2, 1197, 1197.1, 1198, that accrued during the Aggrieved Employees’ employment during  
11 the PAGA Period.”

### 12 **SECTION 3: TERMS AND CONDITIONS OF SETTLEMENT**

13 The terms and conditions of the class settlement are revised as follows:

14 5. Allocation of Gross Settlement Amount Among LWDA, Eligible Class Members, Class  
15 Counsel, and Plaintiff, and Opt-in Plaintiff (Settlement Agreement ¶ 51) Subsection (g) of paragraph  
16 51 is revised as follows: “The Net Settlement Fund from which Eligible Class Members will receive  
17 their Class Member Award. Class Member Awards will be ~~based on each Eligible Class Member’s~~  
18 ~~Work Weeks in relation to the total Eligible Class Member Work Weeks~~ calculated using a  
19 percentage from dividing the Eligible Class Member’s Work Weeks by the total Eligible Class  
20 Member Work Weeks.”

21 6. Payment of the Gross Settlement Amount and Distributions of Net Settlement Fund  
22 (Settlement Agreement ¶ 52). Paragraph 52 is revised as follows: “Upon entry of the Preliminary  
23 Approval Order, the Class Administrator shall forthwith establish all financial accounts necessary to  
24 establish the Qualified Settlement Fund. Within seven (7) calendar days of the Effective Date or such  
25 other date as the Court orders, Defendant shall deposit with the Class Administrator funds that are  
26 reasonable and necessary to pay for the Gross Settlement Amount, ~~the Additional Settlement Payment,~~  
27 plus Defendant’s share of payroll taxes. Checks shall be mailed by the Class Administrator within  
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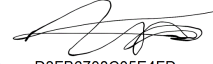
1 seventeen (17) calendar days of the Effective Date. At Class Counsel's request, the Class  
2 Administrator shall pay any award to Class Counsel by check or by wire transfer, without charge, into  
3 such financial institution accounts as Class Counsel direct.”

4       7.     Taxation and Withholding; Uncashed Settlement Checks (Settlement Agreement ¶ 53).  
5     Subsection (d) of paragraph 53 is revised as follows: “*Check Expiration and Refunds*. The expiration  
6     date of any instruments of payment (such as checks) issued by the Class Administrator to Eligible  
7     Class Members will be one hundred eighty (180) calendar days from the date such instruments are  
8     issued. The amount of any instruments of payment that are not cashed, reissued, and/or otherwise  
9     negotiated by Eligible Class Members within one hundred eighty (180) calendar days of the date of  
10    mailing of the settlement checks or which are then undeliverable, shall go to ~~cy-pres recipient, Young~~  
11    ~~Women’s Freedom Center (<https://youngwomenfree.org/investing-in-young-people/>), an organization~~  
12    ~~that empowers young people through providing quality mentorship, training, and employment~~  
13    ~~opportunities to enable them to meet their economic needs and work on financial freedom, builds the~~  
14    ~~power of young people to organize and advocate for system change, and provides sacred space and~~  
15    ~~access for young people to explore healing practices and build confidence, agency, and power. With~~  
16    ~~locations in Contra Costa County, Los Angeles, Oakland, San Francisco, and Santa Clara County,~~  
17    ~~Young Women’s Freedom Center qualifies as a “child advocacy program” under C.C.P. 382(b). the~~  
18    ~~State Controller’s Office’s Unclaimed Property Division to be held as unclaimed funds in the Eligible~~  
19    ~~Class Members’ names.~~ Following the date of expiration of all of the Class Member Award checks,  
20    the Class Administrator shall provide to Class Counsel and Defendant’s Counsel a Class  
21    Administrator Declaration attesting that it has mailed the settlement checks to Eligible Class Members  
22    and caused the amounts of any uncashed settlement checks to ~~go to the cy-pres recipients~~  
23    ~~be reported~~  
24    ~~to the Unclaimed Property Division.~~ The Class Administrator shall ~~distribute funds to the cy-pres~~  
25    ~~recipient~~ report funds to the Unclaimed Property Division within 30 calendar days of the expiration of  
26    the check.”

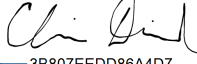
26           It is so agreed.

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Dated: 11/7/2023

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James Lawson, Plaintiff

Dated: 11/9/2023

DocuSigned by:  
  
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Christopher J. Daniels, Opt-in Plaintiff

Dated:

Mike Lavin, on behalf of Defendant Consumer Portfolio Services, Inc.

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James Lawson, Plaintiff

Dated:

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Christopher J. Daniels, Opt-in Plaintiff

Dated:

11-14-23



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Mike Lavin, on behalf of Defendant Consumer  
Portfolio Services, Inc.