

**AMENDED MEMORANDUM OF UNDERSTANDING REGARDING CLASS ACTION
SETTLEMENT AGREEMENT AND RELEASE**

This Amended Memorandum of Understanding regarding Class Action Settlement Agreement and Release amends paragraphs 52, 94, 95 and 96 of the Memorandum of Understanding regarding Class Action Settlement and Release entered into between the parties in *Sewell, et al, v. State Compensation Insurance Fund*, United States District Court, Northern District of California, Case No. 3:13-cv-00588-TEH. The following paragraphs replace paragraphs 52, 94, 95 and 96 of the parties' Memorandum of Understanding regarding Class Action Settlement and Release.

52. It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release by Settlement Class Members of the claims averred in the Action, as stated in Paragraph 94. This release includes in its effect a release of the Defendant, and a mutual release as between Plaintiffs Sewell, Silva, Viera, and Defendant.

RELEASES

94. Upon entry of the Order Granting Final Approval, the FLSA Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to release and forever discharge all Released Federal Law Claims. Upon entry of the Order Granting Final Approval, the California Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to release and forever discharge all Released State Law Claims, including but not limited to, any State law claims based on alleged violations of the FLSA.

95. Settlement Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released State Law and Released Federal Law Claims. However, on entry of the Order Granting Final Approval (and to the extent provided for in this paragraph), all Settlement Class Members shall

be deemed to have, and by operation of the Final Judgment fully, finally, and forever settled and released any and all of the Released State Law Claims and Released Federal Law Claims, as stated in paragraph 94, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts which are released by this Agreement.

96. Each Settlement Class Member forever agrees that he or she shall not institute any action seeking, nor accept, back pay, overtime premiums, penalties, liquidated damages, punitive damages, penalties of any nature, attorneys' fees and costs, or any other relief from any other suit, class or collective action, administrative claim or other claim of any sort or nature whatsoever against Released Parties, for the Released Period, arising from any claims released, as stated in paragraph 94. This release shall become effective at such time as Defendant has complied with all of its obligations pursuant to the Settlement Agreement.

Dated: July 18, 2014

Andrea Sewell
ANDREA SEWELL
Plaintiff

Dated: _____, 2014

CONRAD SILVA
Plaintiff

Dated: _____, 2014

EDITH VIERA
Plaintiff

Dated: _____, 2014

LAW OFFICE OF MARY-ALICE COLEMAN
LAW OFFICES OF SOHNEN & KELLY

By: _____
Harvey Sohnen
Attorneys for Plaintiffs ANDREA SEWELL,

be deemed to have, and by operation of the Final Judgment fully, finally, and forever settled and released any and all of the Released State Law Claims and Released Federal Law Claims, as stated in paragraph 94, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts which are released by this Agreement.

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Dated: _____, 2014

ANDREA SEWELL
Plaintiff

Dated: July 18, 2014

Conrad Silva
CONRAD SILVA
Plaintiff

Dated: _____, 2014

EDITH VIERA
Plaintiff

Dated: _____, 2014

LAW OFFICE OF MARY-Alice COLEMAN
LAW OFFICES OF SOHNEN & KELLY

By: _____
Harvey Sohnen
Attorneys for Plaintiffs ANDREA SEWELL,

be deemed to have, and by operation of the Final Judgment fully, finally, and forever settled and released any and all of the Released State Law Claims and Released Federal Law Claims, as stated in paragraph 94, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts which are released by this Agreement.

96. Each Settlement Class Member forever agrees that he or she shall not institute any action seeking, nor accept, back pay, overtime premiums, penalties, liquidated damages, punitive damages, penalties of any nature, attorneys' fees and costs, or any other relief from any other suit, class or collective action, administrative claim or other claim of any sort or nature whatsoever against Released Parties, for the Released Period, arising from any claims released, as stated in paragraph 94. This release shall become effective at such time as Defendant has complied with all of its obligations pursuant to the Settlement Agreement.


Dated: _____, 2014

ANDREA SEWELL
Plaintiff

Dated: _____, 2014

CONRAD SILVA
Plaintiff

Dated: July 19, 2014



EDITH VIERA
Plaintiff

Dated: July 19, 2014

LAW OFFICE OF MARY-Alice COLEMAN
LAW OFFICES OF SOHNEN & KELLY

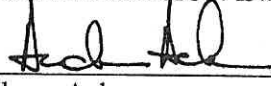
By: 

Harvey Sohnen
Attorneys for Plaintiffs ANDREA SEWELL,

CONRAD SILVA, and EDITH VIERA
individually, and on behalf of all others
similarly situated

Dated: _____, 2014

STATE COMPENSATION INSURANCE FUND

By: 

Andreas Acker
Senior VP & Chief Administrative Officer

Dated: _____, 2014

SEYFARTH SHAW LLP

By: _____
MARK P. GRAJSKI
JULIE G. YAP
Attorneys for Defendant
STATE COMPENSATION
INSURANCE FUND

Dated: _____, 2014

MEDINA MCKELVEY LLP

By: _____
BRANDON R. MCKELVEY
Attorneys for Defendant
STATE COMPENSATION
INSURANCE FUND

CONRAD SILVA, and EDITH VIERA
individually, and on behalf of all others
similarly situated

Dated: _____, 2014

STATE COMPENSATION INSURANCE FUND

By: _____
Andreas Acker
Senior VP of HR & Organization
Development

Dated: July 18, 2014

SEYFARTH SHAW LLP

By: Julie G. Yap
MARK P. GRAJSKI
JULIE G. YAP
Attorneys for Defendant
STATE COMPENSATION
INSURANCE FUND

Dated: July 18, 2014

MEDINA MCKELVEY LLP

By: Brandon R. McKelvey
BRANDON R. MCKELVEY
Attorneys for Defendant
STATE COMPENSATION
INSURANCE FUND