

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

AMANDA FITTON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PINNACLE PROPANE, LLC,

Defendant.

Case No. 3:23-cv-01559-B

FIRST STIPULATION TO AMEND THE SETTLEMENT AGREEMENT

This First Stipulation to Amend the Settlement Agreement (“First Amendment” is entered into by and between Amanda Fitton (“Plaintiff”), individually and on behalf of the Settlement Class (as defined in Paragraph 56), and Pinnacle Propane, LLC (“Defendant” or “Pinnacle”) (collectively the “Parties”), in the action *Fitton v. Pinnacle Propane, LLC*, Case No. 3:23-cv-01559-B (the “Action”) pending in the United States District Court for the Northern District of Texas (“Court”), by and through their undersigned attorneys, subject to the approval of the Court.¹

RECITALS

WHEREAS, the Parties entered into the Settlement Agreement, which Plaintiff filed with the Court on February 16, 2024, in connection with Plaintiff’s unopposed motion for preliminary approval of the Settlement Agreement;

WHEREAS, on June 18, 2024, the Court held a hearing on Plaintiff’s unopposed motion for preliminary approval of the Settlement Agreement and directed the parties to address certain items related to the Settlement Agreement;

WHEREAS, in response to the Court’s direction at the June 18, 2024, hearing, the Parties have agreed to enter this First Amendment to clarify and modify the Settlement Agreement and certain of its exhibits;

¹ The Settlement Agreement refers to the Settlement Agreement and Release in the Action. Unless otherwise defined herein, defined terms have the same meaning as in the Settlement Agreement.

NOW, THEREFORE, the Parties agree to amend the Settlement Agreement, subject to Court approval, as follows:

1. Paragraph 15 of the Settlement Agreement is hereby amended to read as follows:

“Claims Deadline” shall mean the final date and time by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically to the Settlement Website) in order to be considered timely and to be entitled to any of the settlement consideration contemplated by this Settlement Agreement for purposes of submitted valid Claims. The Claims Deadline shall be one hundred and thirty-five (135) days after the Notice Commencement Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

2. Paragraph 39 of the Settlement Agreement is hereby amended to read as follows:

“Objection Deadline” means the date by which Settlement Class Members must submit electronically (if filed on Settlement Website) or postmark-required (if mailed) copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for the Fee Award and Expenses and Service Awards, which shall be one hundred and five (105) days after Notice Date, or such other date as ordered by the Court. This Deadline will also be known as the Objection Date.

3. Paragraph 40 of the Settlement Agreement is hereby amended to read as follows:

“Opt-Out Deadline” or “Exclusion Deadline” is the last day on which a Settlement Class Member may submit electronically (if filed on Settlement Website) or postmark required (if mailed) a request to be excluded from the Settlement Class, which will be one hundred and five (105) days after the Notice Deadline. The deadline to file a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

4. Paragraph 74 of the Settlement Agreement is hereby amended to read as follows:

Claims Deadline. All Settlement Class Members have one hundred and thirty-five (135) days after the Notice Date to make Claims for Settlement Benefits by submitting a Claim Form to the Settlement Administrator. The Claim Form must be postmarked or electronically submitted online within 135 days after the Notice Date. The Notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

5. Paragraph 103 of the Settlement Agreement is hereby amended to read as follows:

Objection Deadline. No Class Member or other person will be heard on such matters unless they have filed with the Court their objection, together with any briefs, papers, statements, or other materials they wish the Court to consider, by no later than one hundred and five (105) days after the Notice Date, unless otherwise granted permission by the Court

6. **Exhibit A** to the Settlement Agreement, the Claim Form, is hereby amended as reflected in the attached **Exhibit 1** (in both redline and clean copy).

7. **Exhibit B** to the Settlement Agreement, the Long Form Notice, is hereby amended as reflected in the attached **Exhibit 2** (in both redline and clean copy).

8. **Exhibit D** to the Settlement Agreement, the Proposed Final Approval Order, is hereby amended as reflected in the attached **Exhibit 3** (in both redline and clean copy).

9. **Exhibit E** to the Settlement Agreement, the Proposed Preliminary Approval Order, is hereby amended as reflected in the attached **Exhibit 4** (in both redline and clean copy).

10. **Exhibit F** to the Settlement Agreement, the Short Form Notice, is hereby amended as reflected in the attached **Exhibit 5** (in both redline and clean copy).

Dated: June 21, 2024

/s/ Raina C. Borrelli
Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
raina@straussborrelli.com

*Counsel for Plaintiff and the Settlement
Class*

Dated: June 21, 2024

/s/ Paulina Nenclares
Paulina Nenclares
JONES DAY
2727 N. Harwood St., Suite 600
Dallas, TX 75201
Telephone: (214) 969-3638
pnenclares@jonesday.com

Counsel for Defendant

CERTIFICATE OF SERVICE

I, Raina C. Borrelli, hereby certify that on June 21, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record, below, via the ECF system.

DATED this 21st day of June, 2024.

TURKE & STRAUSS LLP

By: /s/ Raina C. Borrelli
Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com