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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KERRY N. EVANS, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

v.

AMERI-KLEEN, a California Corporation, and
DOES 1-50, inclusive,

Defendants.

JOSE BALTAZAR,

Plaintiff,

v.

AMERI-KLEEN and DOES 1 through 50,
inclusive,

Defendants

Case No.: 19STCV23104

**SECOND ADDENDUM TO JOINT
STIPULATION OF SETTLEMENT AND
RELEASE OF CLASS AND
REPRESENTATIVE ACTION**

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1 This Second Addendum (“Second Addendum”) to the Joint Stipulation of Settlement and
2 Release of Class and Representative Action (“Settlement Agreement”) is made and entered into
3 by Plaintiffs Kerry N. Evans and Jose Baltazar (“Plaintiffs”) and Defendant Ameri-Kleen
4 (“Defendants”) pursuant to Section XII, Paragraph K of the Settlement Agreement, which
5 provides that: “This Stipulation may not be changed, altered, or modified, except in writing
6 signed by the Parties and approved by the Court. This Stipulation may not be discharged except
7 by performance in accordance with its terms or by a writing signed by the Parties.”

8 This Second Addendum incorporates by reference all terms and conditions of the
9 Settlement Agreement executed June 2, 2020 and the prior Addendum to Joint Stipulation of
10 Settlement and Release of Class and Representative Action (“First Addendum”). But for those
11 specific terms and conditions that this Second Addendum expressly modifies, all Settlement
12 terms and conditions will remain effective and enforceable. Any inconsistencies or differences
13 between this Second Addendum and the Settlement Agreement and First Addendum will be
14 interpreted and construed in favor of this Addendum.

- 15 1. Section I, Paragraph C is amended by deleting “all claims in the Consolidated Second
16 Amended Complaint (the “Complaint”) and all claims set forth in the two above-
17 listed actions” and replaced with, “all claims alleged in, or arising out of facts
18 asserted in, the operative Consolidated Second Amended Complaint.” (pages 2-3,
19 lines 27-28 and 1).
- 20 2. Section X, Paragraph A is amended by deleting, “all claims in the Consolidated
21 Second Amended Complaint (the “Complaint”) and all claims set forth in the two
22 above-listed actions” and replaced with, “all claims alleged in, or arising out of facts
23 asserted in, the operative Consolidated Second Amended Complaint.” (page 23, lines
24 1-2).
- 25 3. Section X, Paragraph A is amended by deleting, “Upon the Effective Date” and
26 replaced with, “Upon Defendant’s deposit of the final installment payment of the
27 Gross Settlement Amount with the Settlement Administrator.” (page 22, line 27).

1 4. Section VI, Paragraph C is amended by deleting, "It will be presumed that, if an
2 envelope containing the Class Notice has not been returned within twenty-eight (28)
3 days of the mailing, the Class Member received the Class Notice," and adds,
4 Efforts to locate updated addresses for returned notices will continue throughout the
5 60-day notice period." (page 17, lines 25-26).

6 IT IS SO STIPULATED

7 **IN WITNESS WHEREOF**, the Parties have executed this Second Addendum on the date below
8 their signatures or the signature of their representatives. The date of the Second Addendum shall be the
9 date of the latest signature.

10 Date: January 11, 2021

DocuSigned by:
Kerry Evans
KERRY N. EVANS as an Individual, Class
Representative, and PAGA Representative

13 Date: January 11, 2021

DocuSigned by:
Jose Fco. BASTAZAR
JOSE BASTAZAR as an Individual, Class
Representative, and PAGA Representative

16 Date: January , 2021

On behalf of Ameri-Kleen.
By: _____
Its : _____

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2 envelope containing the Class Notice has not been returned within twenty-eight (28)
3 days of the mailing, the Class Member received the Class Notice," and adds,
4 Efforts to locate updated addresses for returned notices will continue throughout the
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8 their signatures or the signature of their representatives. The date of the Second Addendum shall be the
9 date of the latest signature.

10 Date: January __, 2021

11 _____
12 KERRY N. EVANS as an Individual, Class
13 Representative, and PAGA Representative

14 Date: January __, 2021

15 _____
16 JOSE BALTAZR as an Individual, Class
17 Representative, and PAGA Representative

18 Date: Jan 11, 2021

19 
20 _____
21 On behalf of Ameri-Kleen.
22 By: Brett Meyers
23 Its : President
24 _____
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