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15 Attorneys for Plaintiff
VIOLETA BARAJAS

17 SUPERIOR COURT OF CALIFORNIA

18 COUNTY OF SANTA CLARA

19 VIOLETA BARAJAS, on behalf of
20 herself, all others similarly situated,

21 *Plaintiff,*

22 v.

23 IMAGE PROPERTY SERVICES, LLC, an
Arizona limited liability company;
24 COMMERCIAL SERVICE SOLUTIONS,
LLC, an Arizona limited liability company,
25 and DOES 1 through 50, inclusive,

26 *Defendants.*

Case No. 18CV336058 (Lead Case)
Consolidated with Case No. 18CV339928

*ASSIGNED FOR ALL PURPOSES TO HON.
PATRICIA M. LUCAS*

CLASS ACTION

**FURTHER ADDENDUM TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: October 10, 2018
Trial Date: None Set

1 On or about November 23, 2020, Plaintiff VIOLETA BARAJAS and the Class (as defined
2 below), on the one hand, and Defendants IMAGE PROPERTY SERVICES, LLC and
3 COMMERCIAL SERVICE SOLUTIONS, LLC (“Defendants”) (Plaintiff and Defendants,
4 collectively, the “Parties”) on the other, executed a Joint Stipulation of Class Action and PAGA
5 Settlement (the “Settlement Agreement”) in the matter of *Violeta Barajas v. Image Property Services,*
6 *LLC, et al.*, Case No. 18CV336058 (consolidated with Case No. 18CV339928), pending in the
7 Superior Court of California, County of Santa Clara.

8 On or about July 13, 2021, the Parties executed an Addendum to the Settlement Agreement
9 (“Addendum”) to modify the language of Paragraph D(7).

10 The Parties hereby further amend the Settlement Agreement as to Paragraph D(7) in the manner
11 set forth below. Deletions are struck through (~~example~~), additions are italicized (*example*), and
12 previous additions from the July 13, 2021 Addendum that are deleted here are both (~~*example*~~):

13 **Paragraph D(7):**

14 **7. Payment of Settlement Awards**

15 After the Effective Date, and solely for purposes of this Settlement Agreement, the
16 Settlement Awards shall be paid out of the QSF and distributed in accordance with the
17 following eligibility requirements:

- 18 a. Class Members who submit valid and timely requests for exclusion
19 pursuant to the Class Notice are not entitled to any Settlement Award
20 and will not be bound by this Settlement or any order or judgment
21 entered by the Court approving this Settlement.
- 22 b. Class Members who do not exclude themselves from the Class shall be
23 deemed to be Settlement Class Members, and shall receive a Settlement
24 Award, and will be bound by the terms of this Settlement.

25 Within thirty (30) days of the Effective Date, Defendants will deliver to the Settlement
26 Administrator the Total Settlement Amount. The Settlement Administrator shall mail the
27 checks with the Settlement Awards to each Settlement Class Member within fifteen (15) days
28 after the Settlement is funded, but in no event shall any payment be made prior to the Effective

1 Date.

2 Any checks paid to Settlement Class Members shall remain valid and negotiable for
3 one hundred eighty (180) days from the date of their issuance. Any checks that remain
4 uncashed after one hundred eighty (180) calendar days from the mailing will be deemed null
5 and void. Any uncashed/undistributed settlement funds after one hundred eighty (180) calendar
6 days from the mailing or remailing after the check shall be paid consistent with CCP section
7 ~~384 to the State of California's State Controller Unclaimed Property Fund with an~~
8 ~~identification of the amount of unclaimed funds attributable to each Class Member to the~~
9 ~~Employment Rights Program of Bet Tzedek, a 501(c)(3) non-profit organization that provides~~
10 ~~free legal assistance to underrepresented and vulnerable Californians. Any residual amount~~
11 ~~of the Net Settlement Amount after all Class Members' claims are paid will be delivered by~~
12 ~~the Settlement Administrator in accordance with California Code of Civil Procedure section~~
13 ~~384 to the Employment Rights Program of Bet Tzedek. (b) to the State of California's State~~
14 ~~Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds~~
15 ~~attributable to each Class Member. as follows:~~

16 (a) ~~Twenty five percent (25%) to the State Treasury for deposit in the Trial Court~~
17 ~~Improvement and Modernization Fund;~~

18 (b) ~~Twenty five percent (25%) to the State Treasury for deposit into the Equal~~
19 ~~Access Fund of the Judicial Branch;~~

20 (c) ~~Fifty percent (50%) to the Santa Clara County Bar Foundation, consistent with~~
21 ~~California Code of Civil Procedure section 384.~~

22 Administration of the Settlement shall be completed no later than two hundred seventy
23 (270) days after the Effective Date. Upon completion of administration of the Settlement, the
24 Settlement Administrator shall provide written certification of such completion to the Court,
25 Class Counsel and Defendant's counsel. No person shall have any claim against Defendants,
26 Defendants' Counsel, Plaintiff, the Settlement Class, Class Counsel, or the Settlement
27 Administrator based on mailings, distributions, and payments made in accordance with this
28 Settlement Agreement.

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Dated: 8/6/2021

DocuSigned by:
VIOLETA BARAJAS
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VIOLETA BARAJAS

Dated: _____

By: _____

IMAGE PROPERTY SERVICES, LLC

Dated: _____

By: _____

COMMERCIAL SERVICE SOLUTIONS, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: 8/6/2021

SETAREH LAW GROUP

DocuSigned by:
Shaun Setareh
535A1260947F415...

SHAUN SETAREH
Attorneys for Plaintiff
VIOLETA BARAJAS

Dated: _____

LITTLER MENDELSON, P.C.

By: _____

RICHARD S. FALCONE
Attorneys for Defendants
IMAGE PROPERTY SERVICES, LLC and
COMMERCIAL SERVICE SOLUTIONS, LLC

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Dated: _____

By: _____

VIOLETA BARAJAS

Dated: 8.5.21


By: 

IMAGE PROPERTY SERVICES, LLC

Dated: 8/6/21

By: 

COMMERCIAL SERVICE SOLUTIONS, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: _____


SETAREH LAW GROUP

By: _____

SHAUN SETAREH
Attorneys for Plaintiff
VIOLETA BARAJAS

Dated: 8/6/2021

LITTLER MENDELSON, P.C.

By: 

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COMMERCIAL SERVICE SOLUTIONS, LLC