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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

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

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Attorneys for Defendant Ameri-Kleen

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

8 This Addendum incorporates by reference all terms and conditions of the Settlement
9 Agreement executed June 2, 2020. But for those specific terms and conditions that this
10 Addendum expressly modifies, all Settlement terms and conditions will remain effective and
11 enforceable. Any inconsistencies or differences between this Addendum and the Settlement
12 Agreement will be interpreted and construed in favor of this Addendum.

- 13 1. Section X, Paragraph A is amended by deleting, “Upon the Effective Date” and
14 replaced with, “Upon Defendant’s deposit of the Gross Settlement Amount with the
15 Settlement Administrator.” (page 22, line 27).
- 16 2. Section VI, Paragraph B is amended to add, “In the event a Class Member seeks to
17 dispute Defendants’ records of the number of weeks worked during the Class Period,
18 the Class Member must submit information to the Settlement Administrator no later
19 than sixty (60) calendar days following the date on which the Settlement
20 Administrator first mailed the Class Notice which is the defined Response Deadline.
21 The Settlement Administrator shall make the final decision to resolve any disputes
22 regarding weeks worked based on the information presented by the Settlement Class
23 Member and Defendants’ records. In the event that an undeliverable Class Notice is
24 remailed by the Settlement Administrator after obtaining an updated address, the
25 Class Member shall have an additional fourteen (14) calendar days to submit a
26 dispute regarding pay periods.” (page 17, line 9).

1 3. Section XII, Paragraph E is amended to add, "Nothing herein shall preclude Class
2 Counsel from communicating with Class Members about the case, Settlement, and/or
3 from otherwise discharging their fiduciary duties to the Class." (page 28, line 6).

4 4. Section VII, Paragraph G is amended to add, "The current proposed cy pres recipient,
5 CASA of Los Angeles, is an appropriate cy pres beneficiary under Code of Civil
6 Procedure § 384(b) because it is a nonprofit organization or foundation that provides
7 civil legal services to the indigent throughout California. 190 days after the
8 Settlement Administrator issues the Individual Settlement Amounts, the Settlement
9 Administrator will provide a report of the amount of checks issued to Class Members.
10 Plaintiff's Counsel will then file a supplemental report approximately 195 days after
11 checks are issued by the Settlement Administrator to update the Court with how many
12 checks have been cashed and how many remain uncashed." (page 21, line 5)

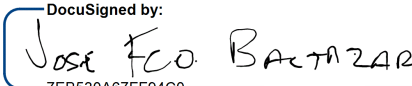
13 IT IS SO STIPULATED

14 **IN WITNESS WHEREOF**, the Parties have executed this Addendum on the date below their
15 signatures or the signature of their representatives. The date of the Addendum shall be the date of the
16 latest signature.

17
18 Date: September __, 2020

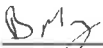
KERRY N. EVANS as an Individual, Class
Representative, and PAGA Representative

19
20
21 Date: September ²² __, 2020

DocuSigned by:


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JOSE BALTAZR as an Individual, Class
Representative, and PAGA Representative

22
23
24 Date: September __, 2020
Sep 21, 2020



On behalf of Ameri-Kleen.
By: Brett Meyers
Its: President

