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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DAISY CASTRO, on behalf of herself and
others similarly situated,

Plaintiff,

v.

CATERPILLAR LOGISTICS, INC., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. LC105350

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

Complaint Filed: October 19, 2016
FAC Filed: December 16, 2016
Jury Trial Date: None Set

1
2 This Addendum to Joint Stipulation of Class Action Settlement and Release (“Addendum”)
3 is made and entered into by and between Plaintiff DAISY CASTRO (“Plaintiff”), individually and
4 on behalf of all others similarly situated, on one hand, and Defendant CATERPILLAR LOGISTICS,
5 INC. (“Defendant”), on the other hand. Plaintiff and Defendant are jointly referred to in this
6 Addendum as the “Settling Parties.” This addendum modifies the Revised Joint Stipulation of Class
7 Action Settlement and Release of Claims (“Agreement”) previously entered into by the Settling
8 Parties in the above entitled action and which is attached as Exhibit 1 to the Supplemental
9 Declaration of David Yeremian In Support of Motion for Preliminary Approval of the Class Action
10 Settlement filed on February 6, 2019. This Addendum addresses the revisions requested by the court
11 in its Ruling dated March 1, 2019.

12 The Settling Parties agree to modify the terms of the Agreement as follows:

13 **The following replaces the second sentence of section 3.7(B):** The proceeds from any
14 uncashed checks will be paid to the Controller of the State of California in the name of the
15 Settlement Class Member who failed to cash his or her check after the expiration of the 180-day
16 period and stop-payment orders shall issue regarding the uncashed checks.

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The following replaces the second sentence of section 3.5: The Settlement Administration

Costs are estimated to be not greater than \$8,550.

Attached hereto as Exhibit A is the Revised Class Notice.

Other than as expressly modified herein, all provisions of the Agreement remain in effect and apply to this Addendum.

IT IS SO AGREED:

DATED: March __, 2019

DAVID YEREMIAN & ASSOCIATES, INC.

By: _____

Roman Shkodnik, Esq.
Attorneys for Plaintiff Daisy Castro

DATED: March __, 2019

SEYFARTH SHAW LLP

By: _____

Colleen Regan, Esq.
David D. Jacobson, Esq.
Attorneys for Defendant Caterpillar Logistics, Inc.