

AEGIS LAW FIRM, PC
KASHIF HAQUE State Bar No. 218672
SAMUEL A. WONG State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
FAWN F. BEKAM, State Bar No. 307312
DANIEL E. ISHU, State Bar No. 332865
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
dishu@aegislawfirm.com

Attorneys for Plaintiff, Tracee Sheppard, individually,
and on behalf of all others similarly situated.

[Additional Counsel Listed on Page Below]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

TRACEE SHEPPARD, individually and on
behalf of all others similarly situated,

Plaintiff ,

vs.

STAFFMARK INVESTMENT LLC; UPS
MAIL INNOVATIONS, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. 20CV365260

*Assigned for all purposes to:
Hon. Theodore C. Zayner
Dept. 19*

**ADDENDUM TO JOINT STIPULATION
OF SETTLEMENT**

1 **ATKINSON, ANDELSON, LOYA, RUUD & ROMO** A Professional Law Corporation
Susan M. Steward (SBN 224805)
2 SSteward@aalrr.com
Kieran D. Hartley (SBN 301947)
3 Kieran.Hartley@aalrr.com
4 12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
5 Telephone: (562) 653-3200
Fax: (562) 653-3333
6

7 Attorneys for Defendant STAFFMARK INVESTMENT LLC

8 **OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

9 AARON H. COLE, CA Bar No. 236655
aaron.cole@ogletree.com
10 400 South Hope Street, Suite 1200
Los Angeles, CA 90071
11 Telephone: 213-239-9800
12 Facsimile: 213-239-9045

13 Attorneys for Defendant UPS Mail Innovations, Inc.

14 **ADDENDUM TO STIPULATION OF SETTLEMENT**

15 IT IS HEREBY STIPULATED, by and between Plaintiff Tracee Sheppard (“Plaintiff”), on
16 behalf of herself and the Settlement Class Members, on the one hand, and Defendants Staffmark
17 Investment LLC (“Staffmark”) and UPS Mail Innovations, Inc. (“UPSMI”), (collectively
18 “Defendants”), on the other hand, and subject to the approval of the Court, through their respective
19 counsel of record, hereby agree to be bound by the terms set forth in this Addendum to Joint
20 Stipulation of Settlement, which is intended to replace and supersede **Sections 3.06(f), 5.02** as set
21 forth below. Terms used herein shall have the same meaning as in the Joint Stipulation of Settlement
22 unless defined differently in this Addendum. This Addendum is being made in accordance with
23 Section 6.01 of the Parties’ Joint Stipulation of Settlement.
24

25
26 The Joint Stipulation of Class Action Settlement shall be modified as follows:
27
28

Section 3.06(f)

Payment of Individual Settlement Payments to Participating Class Members

For the purposes of this Settlement, “Individual PAGA Payments” shall mean the 25% portion of the PAGA Settlement Amount allocated to the Net Settlement Amount and payable pro rata to PAGA Group Members on account of their release of PAGA claims pursuant to Section 5.02 of this Agreement, for which there shall be no right to opt out. The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments and Individual PAGA Payments.

The Parties agree that the Net Settlement Amount, minus the amount of the Net Settlement Amount allocated to Individual PAGA Payments, shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Participating Class Member. To calculate the amount each Participating Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount, minus the amount of the Net Settlement Amount allocated to Individual PAGA Payments, will be divided by the total number of Qualifying Workweeks by all Participating Class Members during the Class Period and then allocated on a pro rata basis based on the number of Qualifying Workweeks worked by each Participating Class Member. Qualifying Workweeks will be rounded up to the next whole integer. To calculate the amount each PAGA Group Member will receive for the Individual PAGA Payments, 25% of the PAGA Settlement Amount (\$12,500.00) will be divided by the total number of pay periods worked by all PAGA Group Members, then allocated on a pro rata basis based on the number of pay periods worked by each PAGA Group Member. The Parties acknowledge that the number of pay periods worked by all PAGA Group Members is the same as the number of Qualifying Workweeks worked by all Class Members. Individual PAGA Payments shall be made to PAGA Group Members regardless of whether they participate in the Settlement as Participating Class Members. Each Class Member’s approximate Individual Settlement Payment and Individual PAGA Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be disbursed to Participating Class Members (those who did not exclude themselves) and PAGA Group Members on a pro rata basis based on the calculations detailed above.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages; 10% allocated to interest, and 70% allocated to penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The Individual PAGA Payments will be allocated as 100% penalties for tax purposes. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments and Individual PAGA Payments to Participating Class Members and PAGA Group Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments as well as for the entirety of the Individual PAGA Payments. If any Participating Class Member and PAGA Group Member is entitled to both an Individual Settlement Payment and Individual PAGA Payment, the Settlement Administrator shall include both payments in one amount on one check. Participating Class Members shall have 180 days from the date their Individual Settlement Payment and Individual PAGA Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to Bay Area Legal Aid, located at 1735 Telegraph Avenue, Oakland, California, 94612.

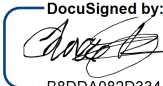
If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable database based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the

Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to Bay Area Legal Aid.

Section 5.02: Released Claims by PAGA Group Members

Upon the date Staffmark transfers the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims for PAGA civil penalties pursuant to Labor Code section 2698 *et seq.*, that were alleged or could reasonably have been alleged based on the allegations in the operative Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

Dated: 6/15/2023 | 5:08 PM PDT Tracee Sheppard

Bv: 
Named Plaintiff

Dated: STAFFMARK INVESTMENT LLC

By: _____
(Signature)

(Printed Name)

(Title)

Dated: UPS MAIL INNOVATIONS, INC.

By: _____
(Signature)

Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to Bay Area Legal Aid.

Section 5.02: Released Claims by PAGA Group Members

Upon the date Staffmark transfers the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims for PAGA civil penalties pursuant to Labor Code section 2698 *et seq.*, that were alleged or could reasonably have been alleged based on the allegations in the operative Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

Dated: _____ Tracee Sheppard

By: _____
Named Plaintiff

Dated: _____ STAFFMARK INVESTMENT LLC

By: _____
(Signature)

(Printed Name)

Dated: 6/20/2023

UPS MAIL INNOVATIONS, INC.

By:  _____
(Signature)

Jessica Brown

(Printed Name)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM ONLY:

Dated: June 20, 2023

AEGIS LAW FIRM, PC

By: 
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Fawn F. Bekam
Daniel E. Ishu

ATTORNEYS FOR PLAINTIFF

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
Susan M. Steward
Kieran D. Hartley

ATTORNEYS FOR DEFENDANT
STAFFMARK INVESTMENT LLC

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: June 20, 2023

By: 
Aaron H. Cole

ATTORNEYS FOR DEFENDANT UPS MAIL INNOVATIONS, INC.

1 Settlement Administrator is unable to obtain a valid mailing address through this process, the
 2 Settlement Administrator will tender the funds from the undeliverable checks to Bay Area Legal Aid.

4 **Section 5.02: Released Claims by PAGA Group Members**

5 Upon the date Staffmark transfers the Gross Settlement Amount, the State of California and
 6 PAGA Group Members release the Released Parties from all claims for PAGA civil penalties
 7 pursuant to Labor Code section 2698 *et seq.*, that were alleged or could reasonably have been alleged
 8 based on the allegations in the operative Complaint, which arose during the PAGA Period, regardless
 9 of whether PAGA Group Members opt out of the Class Settlement.

10 Dated: _____ Tracee Sheppard

11
 12 By: _____
 13 Named Plaintiff

14
 15 Dated: 6/27/2023

STAFFMARK INVESTMENT LLC

16 By: DocuSigned by:
 17 Suzanne Perry
 18 (Signature) 931E88FB1749435...

19 Suzanne Perry
 20 (Printed Name)

21 Dated: _____

UPS MAIL INNOVATIONS, INC.

22 By: _____
 23 (Signature)

24 _____
 25 (Printed Name)
 26
 27
 28

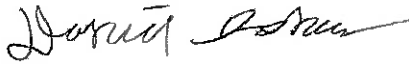
1 **APPROVED AS TO FORM ONLY:**

2

3 Dated: June 20, 2023

AEGIS LAW FIRM, PC

4

5 Bv: 

6 Kashif Haque
7 Samuel A. Wong
8 Jessica L. Campbell
9 Fawn F. Bekam
10 Daniel E. Ishu

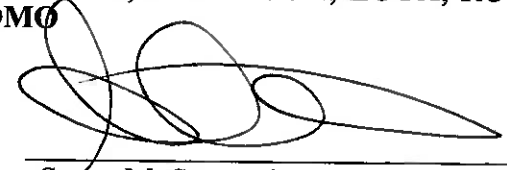
ATTORNEYS FOR PLAINTIFF

11

12 Dated: June 27, 2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

13

14 By: 

15 Susan M. Steward
16 Kieran D. Hartley

**ATTORNEYS FOR DEFENDANT
STAFFMARK INVESTMENT LLC**

17

18

19 **OGLETREE, DEAKINS, NASH, SMOAK &
20 STEWART, P.C.**

21 Dated: _____

22 By: _____
23 Aaron H. Cole

24 **ATTORNEYS FOR DEFENDANT UPS MAIL
25 INNOVATIONS, INC.**