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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

FLORINDA GOMEZ as an individual and
on behalf of all employees similarly
situated,

Plaintiff,

v.

DYNAMIC WORLDWIDE LOGISTICS,
INC., a New Jersey corporation;
DYNAMIC WORLDWIDE WEST, INC.,
a California corporation; WORKFORCE
ENTERPRISES WFE, INC., a California
corporation; TS EMPLOYMENT, INC., a
Florida corporation; EMPLOYER HR, a
business organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No. BC612493

**ADDENDUM TO AMENDED JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

Assigned to for all purposes:
Judge Carolyn B. Kuhl, Dept. SS12

Trial Date: None
Complaint Filed: March 3, 2016

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23 WORKFORCE ENTERPRISES WFE, INC.

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1 39(a) "In giving this release, Named Plaintiff, the Claimants, and the Settlement Class
2 Members will be notified through the Notice that even facts may be discovered in addition to
3 or different from those which they now know or believe to be true with respect to the subject
4 matter of the release, by participating in this Settlement do, fully, finally, and forever settle and
5 release any and all Released Parties from any and all Settled Claims without regard to the
6 subsequent discovery or existence of such additional or different facts relating to claims alleged
7 or that could have been alleged based on the facts set forth in the Action."

8 Paragraph 39(b) is not deleted by interlineation from the Agreement.

9 In Paragraph 45(g) the following language is hereby stricken by interlineation:

10 "It shall be conclusively presumed that those Class Members whose re-mailed Notice Packet
11 is not returned to the Settlement Administrator as undeliverable within fifteen (15) calendar
12 days after re-mailing, actually received the Notice Packet."

13 Paragraph 49 is hereby amended to now read:

14 49. "Any Settlement Class Member may object to the Settlement by submitting a notice of
15 objection to the Settlement Administrator within 45 days of mailing of the Notice. The
16 Settlement Administrator will serve any objections on all counsel and will file any objections
17 with the Court at the time of the filing of the Motion for Final Approval of the Settlement.
18 Settlement Class Members will also be advised that they can appear at the Final Approval
19 Hearing telephonically remotely and provide the Court's website
20 <https://www.lacourt.org/lacc/> for instructions."

21 In Paragraph 50 the following is added to the end of the paragraph:

22 "If interest is earned on the account in Qualified Settlement Fund, the Settlement
23 Administrator will provide an accounting of the interest and submit the interest and the
24 amount representing the uncashed checks to Bet Tzedek. In addition, Plaintiff shall file with
25 the Settlement Administrator's declaration providing the Court with the final accounting of
26 the Distributions an Amended Judgment reflecting any interest."

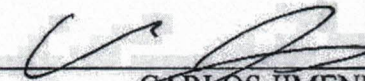
1 Paragraph 64 of the Agreement provides that modifications to the Agreement must be done
2 in writing and can be signed by counsel for the Parties. Therefore, on behalf of the Parties, the
3 undersigned hereby incorporate by reference to the Agreement this Second Addendum.
4 IT IS SO AGREED:
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9 Dated: 7/31/, 2020

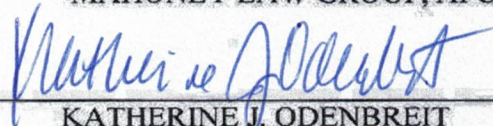
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12 Dated: July 31, 2020
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17 Dated: Aug. 2., 2020
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LITTLER MENDELSON, P.C.

By: 
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Dynamic Logistics, Inc.

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