

1 **LAW OFFICES OF PETER M. HART**

Peter M. Hart, Esq. (State Bar No. 198691)
2 Ashlie E. Fox, Esq. (State Bar No. 294407)
12121 Wilshire Blvd., Suite 525
3 Los Angeles, CA 90025
Telephone: (310) 439-9298
4 Facsimile: (509) 561-6441
hartpeter@msn.com
5 ashlie.fox.loph@gmail.com

6 Attorneys for Plaintiff, Michael Evans

7 **JACKSON LEWIS P.C.**

Karin M. Cogbill, Esq. (State Bar No. 244606)
8 160 W. Santa Clara Street, Suite 400
San Jose, CA 95110
9 Telephone: (408) 579-0404
Karin.Cogbill@jacksonlewis.com

10 Attorneys for Defendant, The Lancashire Group, Inc.

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ALAMEDA**

14 MICHAEL EVANS, as an individual and on
15 behalf of others similarly situated,

16 Plaintiff,

17 v.

18 TLG SECURITY, an unknown business entity;
19 TLG, INC., a California corporation; THE
20 LANCASHIRE GROUP, INC., a California
corporation; and DOES 1 through 100,
inclusive,

21 Defendants.
22

CASE NO.: 23CV039533

[Hon. Somnath Raj Chatterjee, Dept. 21]

**ADDENDUM TO JOINT STIPULATION RE:
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Complaint filed: July 27, 2023
Trial date: None set

1 This Addendum to Joint Stipulation Re: Class and Representative Action Settlement
2 (“Addendum”) modifies the Joint Stipulation Re: Class and Representative Action Settlement
3 previously fully executed by the Parties (“Settlement” or “Settlement Agreement”). The below
4 sections of the Class and Representative Action Settlement have been modified to state the following.

5 **ARTICLE I**

6 **DEFINITIONS**

7 X. “PAGA Released Claims” means all claims, rights, demands, damages, liabilities and
8 causes of action under PAGA, whether known or unknown, contingent or vested, arising at any time
9 during the PAGA Period alleged based on the alleged facts and theories set forth in the PAGA Notice

10 BB. “Released Claims” means all claims, rights, demands, damages, liabilities and causes of
11 action, whether known or unknown, contingent or vested, state or federal, in law or in equity, arising
12 at any time during the Class Period that any Class Member has or might have, of any kind whatsoever,
13 that was alleged in the Complaint or could have been alleged based on the facts pleaded, along with
14 related claims and all associated penalties.

15 **ARTICLE 10**

16 **FUNDING AND DISTRIBUTION**

17 E. After ninety (90) days of issuance, funds from undeposited checks will be held by the
18 Settlement Administrator. If the Class Member or Aggrieved Employee to whom the undeposited
19 check is issued does not contact Class Counsel or the Settlement Administrator concerning his or her
20 Individual Settlement Payment or Individual PAGA Payment within one-hundred twenty (120)
21 calendar days of issuance, that payment shall be canceled and funds associated with such checks shall
22 be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure
23 section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in
24 Code of Civil Procedure section 384, shall be transmitted to the *cy pres* beneficiary, designated as the
25 Katherine and George Alexander Community Law Center. The failure to claim or deposit any check
26 issued by the Settlement Administrator shall have no effect on that Class Member’s release of all
27 Released Claims or the LWDA’s release of PAGA Released Claims. The Settlement Administrator
28 shall also enable Class Counsel to file a declaration attesting the distribution of the Gross Settlement

1 Amount and the distribution of any “residual” funds in accordance with Cal. Code Civ. P. § 384, and
2 as further ordered by the Court.

3 **ARTICLE 11**

4 **RELEASE OF CLAIMS**

5 **B.** Upon the Effective Date and full and final payment by Defendant of the Gross
6 Settlement Amount, Plaintiff as proxy and agent of the LWDA shall be deemed to have fully, finally,
7 and forever released the Released Parties from all PAGA Released Claims, as defined in Paragraph
8 1.X.

9 IN WITNESS WHEREOF, this Addendum is executed by the Parties and their duly authorized
10 attorneys, as of the day and year herein set forth.

11
12
13 Dated: _____, 2025

By: _____
MICHAEL EVANS
Plaintiff

14
15
16 Dated: _____, 2025

By: _____
THE LANCASHIRE GROUP, INC.
By: _____
Its: _____
Defendant

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20 APPROVED AS TO FORM AND CONTENT:

21 LAW OFFICES OF PETER M. HART

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23
24 Dated: April 1, 2025

By: 
PETER M. HART
Attorney for Plaintiff and the Class

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JACKSON LEWIS, P.C.

Dated: _____, 2025

By: _____

KARIN COGBILL

Attorneys for Defendant The Lancashire Group,
Inc.