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MARY STEARN

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13 Attorneys for Defendant
14 GIRL SCOUTS OF GREATER LOS ANGELES

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**
17

18 MARY STEARN, individually, and on behalf of
19 all others similarly situated,

20 Plaintiff,

21 vs.

22 GIRL SCOUTS OF GREATER LOS
23 ANGELES, a California Corporation, DOES 1
through 25, inclusive,

24 Defendants.
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Case No. 18STCV05321

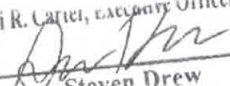
[Assigned for all purposes to Hon. William F. Highberger, Dept. 10]

**AMENDMENT TO JOINT STIPULATION
RE: CLASS ACTION SETTLEMENT**

Action Filed: November 16, 2018
Trial Date: None Set

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 03 2020

Sherri R. Carter, CLERK OF COURT
By , Deputy
Steven Drew

1 **TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL**
2 **OF RECORD:**

3 The Joint Stipulation re: Class Action Settlement (hereinafter, “Stipulation” or
4 “Settlement”) made and entered into by and between plaintiff Mary Stearn (“Plaintiff” or “Class
5 Representative”), on behalf of herself and on behalf of others similarly situated; and defendant Girl
6 Scouts of Greater Los Angeles (“Defendant”) (hereinafter collectively referred to as the “Parties”),
7 is hereby amended following the Court’s direction at the preliminary approval hearing on July 10,
8 2020, as follows:

9 1. Paragraph 1(s) shall be amended to replace the term “forty-five (45)” with the term
10 “sixty (60).” Paragraph 20(d)-(f) shall be amended to replace the term “forty-five (45)” with the
11 term “sixty (60)” to make consistent with paragraph 1(s).

12 2. Paragraph 15 shall be amended to delete the phrase “the time period from” at page 11,
13 line 1;

14 3. Paragraph 20(b) shall be amended to include the date by which the Settlement
15 Administrator must complete skip-tracing, and that date shall be not later than 21 days following
16 the initial date of mailing of the Notice.

17 4. Paragraph 20(f) shall be amended by replacing the phrase “The Estimated Individual
18 Settlement Payment Form” on page 16, lines 15-17, with the phrase “The Estimated Individual
19 Settlement Payment listed in section 6 of the Notice of Class Action Settlement.”

20 5. Paragraph 20(j) shall be amended to delete the following sentence located on page 17,
21 lines 10-11: “Settlement Administrator shall be responsible for calculating the portion of each
22 Individual Settlement Award to be allocated as wages.”

23 6. Paragraph 20(m) shall be amended to make consistent with paragraphs 17 and 20(k),
24 to replace the phrase “after the Effective Date” at page 18, line 2, with the phrase “after
25 Defendant’s transfer of funds to the Settlement Administrator.”

26 7. Paragraph 20(n) shall be amended to make consistent with paragraphs 17 and 20(k),
27 to replace the phrase “after the Effective Date” at page 18, lines 5-6, with the phrase “after

1 Defendant's transfer of funds to the settlement administrator.

2 8. Paragraph 20(k) shall be amended to replace the phrase "Cy Pres Beneficiary" at page
3 17, line 22, with the term "California State Controller's Office as property of the Class Member
4 who did not cash the check. The Settlement Administrator shall provide any unclaimed funds to
5 the State Controller's office." Paragraph 1(j), at page 3, lines 23-25, shall be deleted in its entirety.

6 9. Paragraph 25 shall be amended to insert the phrase "total work months worked by
7 each Class Member, and (d)" immediately after the letter "(c)" at page 20, line 8.

8 10. The substance of paragraph 27(b)(iv) at page 21, lines 19-24, shall be deleted and
9 replaced with the phrase "The Court will enter judgment pursuant to California Rule of Court
10 3.771(a)." Exhibit C shall be amended to include the means of communicating the final judgment
11 to the Class in accordance with California Rule of Court 3.771(b), which shall be through the
12 Settlement Administrator's website.

13 11. Exhibit A shall be amended to include the need for anyone wishing to view the
14 settlement documents in person to make an appointment to view the documents due to current
15 COVID-19 restrictions on court access.

16 **THE PARTIES STIPULATE AND AGREE** to amend the Stipulation as set forth above:

17 Dated: July ²⁹ __, 2020

PLAINTIFF MARY STEARN

18 DocuSigned by:
19 *Mary Stearn*
20 _____
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21 Dated: July __, 2020

DEFENDANT GIRL SCOUTS OF
GREATER LOS ANGELES

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24 _____
25 By: _____
26 Its: _____


27 [Signatures Continue]

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APPROVED AS TO FORM

DATED: July 30, 2020

GUNN COBLE LLP

By: 
Beth A. Gunn
Catherine J. Coble

Attorneys for Plaintiff
MARY STEARN, individually, and on behalf of
all others similarly situated

DATED: July __, 2020

WILSON, ELSER, MOSKOWITZ, EDELMAN
& DICKER LLP

By: _____
Jacqueline J. Harding
Jennifer A. Brody

Attorneys for Defendant
GIRL SCOUTS OF GREATER LOS ANGELES

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17 Dated: July __, 2020

PLAINTIFF MARY STEARN

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20
21 Dated: ~~July~~ Aug 12, 2020

DEFENDANT GIRL SCOUTS OF
GREATER LOS ANGELES

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24 By: Brenda J. Zamzow

25 Its: CFAO
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27 [Signatures Continue]

APPROVED AS TO FORM

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DATED: July __, 2020

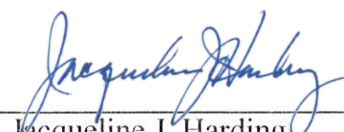
GUNN COBLE LLP

By: _____
Beth A. Gunn
Catherine J. Coble

Attorneys for Plaintiff
MARY STEARN, individually, and on behalf of
all others similarly situated

DATED: August
~~July~~ 12, 2020

WILSON, ELSER, MOSKOWITZ, EDELMAN
& DICKER LLP

By:  _____
Jacqueline J. Harding
Jennifer A. Brody

Attorneys for Defendant
GIRL SCOUTS OF GREATER LOS ANGELES