

SECOND AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Second Amendment to PAGA Settlement Agreement ("Second Amendment to Settlement") is made and entered into by and between Plaintiff Monica Martinez ("Plaintiff"), as proxy for the State of California, and on behalf of the State of California and PAGA Employees (as defined below), on the one hand, and Defendants RISA Tech, Inc. and Tracey Boecklen (collectively, "Defendants"), on their own behalf and on behalf of the Released Parties (defined below), on the other hand. This Second Amendment to Settlement Agreement is subject to the Court's approval and is made in response to the Court's Minute Order dated June 30, 2023, and pursuant to Paragraph 52 of the Parties' "PAGA Settlement Agreement," signed on or about December 20, 2022.

All terms to the PAGA Settlement Agreement, as previously amended, remain the same except for the specific modifications as detailed below.

- 1) The Notice attached as Exhibit A to the PAGA Settlement Agreement shall be replaced with the Notice attached to this Second Amendment to Settlement as Exhibit A.
- 2) Paragraph 29 is hereby replaced with the following: "PAGA Release. In consideration of Defendants' promises and agreements as set forth herein, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, hereby releases the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising during the PAGA Period that were asserted in the Action or that are reasonably related to the facts alleged in the Action, including in the initial and amended complaints in the Action and/or in Plaintiff's December 2, 2020 notice letter to the LWDA, for alleged violations of California Labor Code sections 98.6, 201-204, 204.1, 204.2, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 232.5, 245.5, 246, 510, 512, 558, 558.1, 1102.5, 1174, 1197.5, 2753, 2699, 2802, and 2804 ("PAGA Release")."

DATED: _____

PLAINTIFF MONICA MARTINEZ

Monica Martinez

DATED: 7/26/2023

DEFENDANT RISA TECH, INC.

By: _____

Name: Amber Freund

Title: CEO

DATED: 11/20/23.

DEFENDANT TRACEY BOECKLEN


Tracey Boecklen

SECOND AMENDMENT TO PAGA SETTLEMENT AGREEMENT

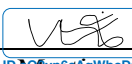
This Second Amendment to PAGA Settlement Agreement (“Second Amendment to Settlement”) is made and entered into by and between Plaintiff Monica Martinez (“Plaintiff”), as proxy for the State of California, and on behalf of the State of California and PAGA Employees (as defined below), on the one hand, and Defendants RISA Tech, Inc. and Tracey Boecklen (collectively, “Defendants”), on their own behalf and on behalf of the Released Parties (defined below), on the other hand. This Second Amendment to Settlement Agreement is subject to the Court’s approval and is made in response to the Court’s Minute Order dated June 30, 2023, and pursuant to Paragraph 52 of the Parties’ “PAGA Settlement Agreement,” signed on or about December 20, 2022.

All terms to the PAGA Settlement Agreement, as previously amended, remain the same except for the specific modifications as detailed below.

- 1) The Notice attached as Exhibit A to the PAGA Settlement Agreement shall be replaced with the Notice attached to this Second Amendment to Settlement as Exhibit A.
- 2) Paragraph 29 is hereby replaced with the following: “PAGA Release. In consideration of Defendants’ promises and agreements as set forth herein, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, hereby releases the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising during the PAGA Period that were asserted in the Action or that are reasonably related to the facts alleged in the Action, including in the initial and amended complaints in the Action and/or in Plaintiff’s December 2, 2020 notice letter to the LWDA, for alleged violations of California Labor Code sections 98.6, 201-204, 204.1, 204.2, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 232.5, 245.5, 246, 510, 512, 558, 558.1, 1102.5, 1174, 1197.5, 2753, 2699, 2802, and 2804 (“**PAGA Release**”).”

DATED: 7/20/2023

PLAINTIFF MONICA MARTINEZ



Monica Martinez

DATED: _____

DEFENDANT RISA TECH, INC.

By: _____

Name:

Title:

eSignature Details

Signer ID:	eQ2yn6cAgWbcDr5fyuprLz2G
Signed by:	Monica Martinez
Sent to email:	mmartinez948@gmail.com
IP Address:	72.211.194.157
Signed at:	Jul 20 2023, 9:20 am PDT