

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Amendment to PAGA Settlement Agreement (“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 Amendment to Settlement Agreement is subject to the Court’s approval and is made in response to the Court’s Minute Order dated March 17, 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 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 Amendment to Settlement as Exhibit A.
- 2) Paragraph 20 is hereby replaced with the following: “**Void Date**’ means the 121st day after issuance of Individual PAGA Payment checks to PAGA Employees, upon which the Individual PAGA Payment checks will no longer be valid and negotiable, except that if a check is re-mailed or re-issued for any reason, the check shall be valid for 120 days from the mailing of the original check, or for 14 days after mailing of the re-mailed or re-issued check, whichever date is later.”
- 3) Paragraph 40 is hereby replaced with the following: “Individual PAGA Payments. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual PAGA Payments to be paid to PAGA Employees for the twenty-five percent (25%) of the Total Settlement Amount that remains following deduction of the Court-approved Settlement Administration Costs. Prior to mailing the Individual PAGA Payments, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address, or Social Security number of the PAGA Employee involved, and will then perform a single re-mailing. Any checks issued to PAGA Employees shall remain valid and negotiable for 120 calendar days from the date of their issuance, or fourteen (14) calendar days from the date any check is re-mailed or re-issued, whichever is later. The Parties agree that, within twenty-one (21) calendar days after the Void Date, the Settlement Administrator shall issue a payment to LWDA for the amount of any uncashed checks and any residual.

DATED: 5/18/2023

PLAINTIFF MONICA MARTINEZ



Monica Martinez

DATED: 5/15/2023

DEFENDANT RISA TECH, INC.

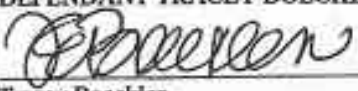
By: 

Name: Amber Frucht

Title: CEO

DATED: 5/12/23

DEFENDANT TRACEY BOECKLEN



Tracey Boecklen

EXHIBIT A

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

The parties to the lawsuit titled *Monica Martinez v. RISA Tech, Inc., et al.*, filed in the Superior Court of the State of California for the County of Orange, Case No. 30-2021-01190528-CU-WT-CJC (the “Action”), have reached a settlement that affects you. Plaintiff Monica Martinez (“Plaintiff”), as proxy of the State of California and on behalf of current and former employees of Defendant RISA Tech, Inc. in California during the period from December 2, 2019 through _____ (“PAGA Employees”), filed suit against Defendant RISA Tech, Inc. and Tracey Boecklen (“Defendants”) for alleged Labor Code violations. Generally, Plaintiff sought civil penalties under the California Private Attorneys General Act (“PAGA”), claiming that Defendant RISA Tech, Inc. misclassified Plaintiff as an independent contractor and that Defendants failed to provide meal and rest breaks, failed to reimburse necessary business expenses, failed to issue accurate itemized wage statements, and failed to pay all wages due at the time of termination.

Defendants deny each of Plaintiff’s claims. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendants agreed to settle the case.

Pursuant to the release approved by the Court, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between December 2, 2019 through _____ 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 Labor and Workforce Development Agency, for alleged violations of California Labor Code sections 98.6, 201-204, 204.1, 204.2, 205, 205.5, 210, 221, 223, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 232.5, 245.5, 246, 450, 510, 512, 558, 558.1, 1030, 1102.5, 1174, 1197.5, 2753, 2699, 2802, and 2804. This release only applies to claims for civil penalties under PAGA, and not any other claim or right that you may have. Please note, no claims for any unpaid or underpaid wages have settled, and this settlement is without prejudice to any pursuit of such claims.

The Released Parties are Defendants and their respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

According to RISA Tech, Inc.’s records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for 120 days. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

If you have any questions, please contact:

Settlement Administrator

Name

Address

Telephone