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SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

FILIBERTO RUIZ, as an individual and on behalf
of others similarly situated,

Plaintiff,
vs.

MUSTANG EXTREME ENVIRONMENTAL
SERVICES, LLC, a Texas Corporation, and
DOES 1-50, inclusive,

Defendant.

Case No: 30-2021-01207211-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Department CX-105

**AMENDMENT TO JOINT STIPULATION
OF SETTLEMENT**

Case filed: June 22, 2021
Trial date: TBD

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16 Attorneys for Defendant Mustang Extreme Environmental Services, LLC

This Amendment to Joint Stipulation of Settlement (“Amendment”) is made and entered into between: (1) Plaintiff Filiberto Ruiz Diaz aka Filberto Ruiz, individually and on behalf of Class Members and PAGA Group Members, and all current and former non-exempt or hourly employees by Mustang Extreme Environmental Services, LLC at any time between June 22, 2017 through October 10, 2023; and (2) Defendant Mustang Extreme Environmental Services, LLC (collectively, the “Parties”) subject to approval from the Court as provided below.

RECITALS

WHEREAS, on October 10, 2023, the Parties completed a fully executed Joint Stipulation of Settlement (“Agreement”), a true and correct copy of which is attached hereto as **Exhibit 1**.

WHEREAS, on February 15, 2024, Plaintiff Filiberto Ruiz (“Plaintiff”) filed a Motion for Preliminary Approval of the Agreement. (ROA No. 70). Plaintiff’s Motion for Preliminary Approval was originally set for hearing on June 14, 2024.

WHEREAS, on June 14, 2024, the Court entered a Minute Order which continued the hearing on Plaintiff’s Motion for Preliminary Approval to September 20, 2024 to permit the Parties to respond to certain issues identified by the Court. A true and correct copy of the Court’s Minute Order is attached hereto as **Exhibit 2**.

WHEREAS, Section 6.01 of the Agreement allows amendment as follows: “The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.”

WHEREAS, by entering into this Amendment, the Parties intend to resolve certain issues identified by the Court's June 14, 2024 Minute Order.

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AMENDMENT

THEREFORE, pursuant to Section 6.01 of the Agreement and in view of the Court’s June 14, 2024 Minute Order, the Parties hereby amend the Agreement as follows:

1. Amend Article I, Section g, by adding the language denoted below in underline and striking the language denoted below in strikethrough:

“Class Period” means June 22, 2017 through October 10, 2023 ~~and including the date this Agreement is signed by the Parties.~~

2. Amend Article I, Section aa, by adding the language denoted below in underline and striking the language denoted below in strikethrough:

“PAGA Group Members” means all Class Members employed by Defendant at any time between August 24, 2021 through October 10, 2023 (“PAGA Period”) ~~and including the date this Agreement is signed by the Parties.~~

3. Amend Article III, Section 3.04.a., by adding the language denoted below in underline and striking the language denoted below in strikethrough:

“If any Class Member disagrees with Defendant’s records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the ~~Settlement Administrator~~ Court will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.”

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2 4. Amend Article V, Section 5.02, by adding the language denoted below in underline
3 and striking the language denoted below in strikethrough:

4
5 Upon the date Defendant transfers the Gross Settlement Amount, all
6 Participating Class Members and their respective former and present
7 spouses, representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns who do not opt out of the Settlement, release
9 the Released Parties from any and all claims alleged in the Operative
10 Complaint or that could be asserted based on the facts alleged in the
11 operative pleading, ~~in the Action or reasonably could have been~~
12 ~~alleged in the Action~~ including but not limited to (1) failure to pay
13 overtime wages; (2) failure to pay minimum wages; (3) failure to
14 provide meal periods; (4) failure to permit rest breaks; (5) failure to
15 provide accurate itemized wage statements; (6) failure to pay for
16 necessary business expenses; (7) failure to pay all wages due upon
17 separation of employment; (8) violation of California Business and
18 Professions Code §§17200; and (9) violation of California Labor Code
19 Private Attorney General Act (“PAGA”), *et seq.*, (“Class Released
20 Claims”). Except as set forth in Section 5.03 of this Agreement,
21 Participating Class Members do not release any other claims, including
22 those that cannot be released as a matter of law or claims based on
23 facts occurring outside the Class Period.

24
25 5. Amend Article V, Section 5.03, by adding the language denoted below in underline
26 and striking the language denoted below in strikethrough:

27
28 Upon the date of funding the Gross Settlement Amount, the ~~State of~~
~~California and~~ PAGA Group Members, and their respective former
and present spouses, representatives, agents, attorneys, heirs,
administrators, successors, and assigns, release the Released Parties
from all PAGA claims that were ~~or reasonably could have been~~ alleged
in the Operative Complaint in the Actions or that could be asserted
based on the facts alleged in the operative pleading ~~and/or the PAGA~~
~~Notice~~, which arose during the PAGA Period, regardless of whether
PAGA Group Members opt out of the Class Settlement.

29
30 6. Amend Sections 2, 6 and 8 of the NOTICE OF PROPOSED CLASS ACTION AND
31 PAGA SETTLEMENT by adding the language denoted in underline and striking the language
32 denoted in strikethrough as set forth in **Exhibit 3** attached hereto.

7. Plaintiff and his counsel hereby represent, warrant and agree that Plaintiff has read this Agreement in English, or that Plaintiff's counsel has translated this Agreement into Spanish, and that Plaintiff fully understood the meaning and effect of the terms of this Amendment before he signed it.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

FILIBERTO RUIZ

Dated: _____

By: _____
Plaintiff

Dated: September 3, 2024

MUSTANG EXTREME ENVIRONMENTAL
SERVICES, LLC

By: _____
(Signature)

(Printed Name)

(Title) _____

APPROVED AS TO FORM ONLY:

Dated:

JACKSON APC

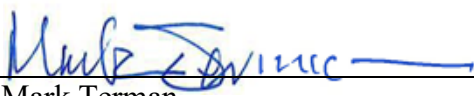
By: _____
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Filiberto Ruiz and the Class

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Dated: September 4, 2024

**FAEGRE DRINKER BIDDLE & REATH
LLP**

By: 
Mark Terman
Terran C. Chambers

Attorneys for Defendant Mustang Extreme
Environmental Services, LLC