

**AMENDMENT TO STIPULATION OF CLASS ACTION SETTLEMENT
AND RELEASE OF CLAIMS**

This shall serve as an amendment to the **Stipulation of Class Action Settlement and Release of Claims** ("Settlement Agreement") entered into on October 9, 2024 between Plaintiff Francisco Rodriguez ("Plaintiff"), individually, as a representative of the Settlement Class Members and as a representative of the State of California and Aggrieved Employees, as defined below, and Defendant Land Services Landscape Contractors, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as "the Parties"), All other settlement terms remain the same.

The following provisions of the Settlement Agreement are hereby amended as follows:

I. DEFINITIONS

9. "Class Released Claims" means all claims for wages, statutory and civil penalties, (but not PAGA Penalties) monies, damages, liquidated damages, premiums, interest, restitution, injunctive and declaratory relief, attorneys' fees and costs, that were alleged in the operative Complaint in the Action, and/or any letter(s) submitted by Plaintiff to the Labor and Workforce Development Agency ("LWDA") against Defendant in the Action, and/or claims which could have been alleged that reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, during the Class Period, including, but not limited to: (1) failure to pay minimum wages in violation of California Labor Code sections 1197, 1198, 1194, 1194.2, the California Code of Regulations, and the applicable IWC Wage Orders; (2) failure to pay overtime wages in violation of California Labor Code sections 204, 510, 1194, 1198 and the applicable IWC Wage Orders; (3) failure to provide rest breaks and rest period premiums in violation of California Labor Code sections 226.7, the California Code of Regulations, and applicable IWC Wage Orders; (4) failure to provide meal breaks and meal period premiums in violation of California Labor Code sections

226.7, 512(a), and applicable IWC Wage Orders; (5) failure to maintain accurate employment records in violation of California Labor Code section 1174; (6) failure to pay

wages timely during employment in violation of California Labor Code section 200, 204, and 210; (7) failure to pay all wages earned and unpaid at separation of employment in violation of California Labor Code sections 201, 202, and 203; (8) failure to indemnify employees for all necessary business expenditures in violation of California Labor Code section 2802 and 2804; (9) failure to provide accurate itemized wage statements in violation of California Labor Code sections 226(a) and 226(e); (10) violation of Business and Professions Code section 17200, et seq.; (11) all other statutory violations alleged in the operative complaint in the Action; and (12) with respect to the statutory penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Class Period against the Released Parties. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar any other individual or entity from filing or pursuing the Class Released Claims against the Released Parties in any forum.

30. “PAGA Released Claims” means the release of the Released Parties by the Labor Workforce Development Agency, State of California, and by Plaintiff FRANCISCO RODRIGUEZ as representative of and proxy for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) or otherwise that were alleged in the PAGA Letter(s) in the Action during the PAGA Period, including, but not limited to violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804. The release of PAGA Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing claims for PAGA penalties for the PAGA Released Claims against the Released Parties in any forum.

III. TERMS OF AGREEMENT

56. Settlement Administration.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet

shall state that Class Members who wish to object to the Settlement may serve on the Settlement Administrator by first class mail a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member (and former names, if any); (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; and (4) the reason(s) for the objection; and (5) name case number of this matter. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. In the alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

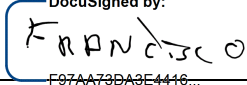
57. Funding and Allocation of the Maximum Settlement Fund.

a. PAGA Payment.

iv. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within 180 days, fifteen (15) calendar days after the check-cashing deadline, the Settlement Administrator shall send the uncashed funds to the *cy pres* recipient Legal Aid at Work . The Parties agree that this obligation shall satisfy and fully discharge Defendant’s obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* .

The Parties knowingly and voluntarily agree to the aforementioned amended terms

DATED: 3/13/2025

By: 
FRANCISCO RODRIGUEZ

DATED: _____

LAND SERVICES LANDSCAPE
CONTRACTORS, INC.

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: March 13, 2025

MELMED LAW GROUP P.C.

By: 
Jonathan Melmed
Laura Supanich
Counsel for Plaintiff FRANCISCO
RODRIGUEZ, individually, on behalf of
The State of California, and on behalf of all
others similarly situated

DATED: _____

LITTLER MENDELSON, P.C.

By: _____
Kurt Bockes
Harman Deol
Attorneys for Defendant
LANDSERVICES LANDSCAPE
CONTRACTORS, INC.

The Parties knowingly and voluntarily agree to the aforementioned amended terms.

DATED: _____

By: _____

FRANCISCO RODRIGUEZ

DATED: 3/13/25

LAND SERVICES LANDSCAPE
CONTRACTORS, INC.

By: 

Title: President

APPROVED AS TO FORM:

DATED: _____

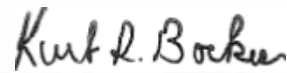
MELMED LAW GROUP P.C.

By: _____

Jonathan Melmed
Laura Supanich
Counsel for Plaintiff FRANCISCO
RODRIGUEZ, individually, on behalf of The
State of California, and on behalf of all others
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DATED: 3/13/25

LITTLER MENDELSON, P.C.

By: 

Kurt Bockes
Harman Deol
Attorneys for Defendant
LANDSERVICES LANDSCAPE
CONTRACTORS, INC.