FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amendment is made to the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") pursuant to Paragraphs 12.6 and 12.9, and is made by and between: (1) Plaintiff Theresa Rodriguez ("Plaintiff"), individually and on behalf of all Class Members and Aggrieved Employees; and (2) Defendant Burdette-Decock, Inc. dba Home Instead ("Defendant"). This First Amendment refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party," and adopts the definitions made in the Settlement Agreement.[1]

13. AMENDMENT TO PARAGRAPH 7.5.4

Paragraph 7.5.4 of the Settlement Agreement is amended to replace "Paragraph 6.4" with "Paragraph 5.3" to read:

> "Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in *Paragraph 5.3* of this Agreement and are eligible for an Individual PAGA Payment."[2]

14. EFFECT OF AMENDMENT

Except as expressly amended by this First Amendment, all terms and conditions of the Settlement Agreement remain unchanged and in full force and effect. This First Amendment may be executed in counterparts in accordance with Paragraph 12.18 of the Settlement Agreement.

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[1] This First Amendment numbers paragraphs after the final paragraph 12 of the Settlement Agreement for purposes of continuity, as though the text of this First Amendment is set forth after the last paragraph of the Settlement Agreement.

[2] Italics are used in this First Amendment to assist in identifying language that is changed and not otherwise as emphasis.

APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF:

Dated: 10/22/2026

Theresa Rodriguez (Oct 22, 2026 08:51:35 PDT)

Theresa Rodriguez

DEFENDANT:

Dated: _____

Burdette-Decock, Inc. dba Home Instead

_____

By: _____

Title: _____

APPROVED AS TO FORM ONLY:

Sani Law, APC

_____

Sam Sani
Counsel for Plaintiff Theresa Rodriguez

CDF Labor Law LLP
Legally Nanny

_____

Joel Van Parys
Robert E. King
Counsel for Defendant
Burdette-Decock, Inc. dba Home Instead

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APPROVAL AND EXECUTION BY PARTIES

PLAINTIFF:

Dated: _____

_____
Theresa Rodriguez

DEFENDANT:

Dated: October 27, 2026

Burdette-Decock, Inc. dba Home Instead

DocuSigned by:
D. de Cock
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By: DENISE DE COCK

Title: Director

APPROVED AS TO FORM ONLY:

Sani Law, APC

_____
Sam Sani
Counsel for Plaintiff Theresa Rodriguez

CDF Labor Law LLP
Legally Nanny

_____
Joel Van Parys
Robert E. King
Counsel for Defendant
Burdette-Decock, Inc. dba Home Instead