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13 *Additional Counsel Listed on Next Page*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 JESUS VASQUEZ, an individual, on behalf of
17 himself, the State of California, as a private
18 attorney general, and on behalf of all others
19 similarly situated,

20 Plaintiff,

21 v.

22 CIMA'S LANDSCAPE & MAINTENANCE,
23 INC., a California corporation; and DOES 1 TO
24 50,

25 Defendants.

Case No.: 23CV001639

***Amendment to Settlement Agreement and
Release of Class Action***

1 **AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION**

2 This shall serve as an amendment to the **Settlement Agreement and Release of Class Action**
3 (“Settlement Agreement”) entered into on May 10, 2024 between Plaintiff Jesus Vasquez (“Plaintiff”),
4 on the one hand, individually, as a representative of the Settlement Class and as a representative of the
5 State of California and Aggrieved Employees, as defined below, by and through his counsel of record
6 Melmed Law Group, P.C. (“Class Counsel”), and Defendant Cima’s Landscape & Maintenance, Inc.
7 (“Defendant”) (Plaintiff and Defendant are collectively referred to as “the Parties”) on the other hand,
8 by and through their counsel of record, Cook Brown LLP. All other settlement terms remain the same.

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

10 **1. DEFINITIONS**

11 As used in this Settlement Agreement, the following terms shall have the meanings specified
12 below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined
13 below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into
14 this definition section.

15 **1.35 RELEASED CLASS CLAIMS**

16 “Released Claims” shall mean those claims set forth in the Operative Complaint and/or PAGA
17 notice to the California Labor and Workforce Development Agency that arose during the Class Period
18 and/or PAGA Period, or any claims that could have reasonably been asserted during the Class Period
19 and/or PAGA Period based on the facts alleged in the Operative Complaint and/or PAGA notice to the
20 California Labor and Workforce Development Agency, including claims for: failure to pay minimum
21 wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable
22 IWC Wage Order(s); failure to pay proper overtime wages in violation of Labor Code sections 510,
23 1197, and 1198, including but not limited to claims for failing to properly calculate the regular rate of
24 pay for purposes of paying overtime, and the applicable IWC Wage Order(s); failure to provide
25 compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7
26 and the applicable IWC Wage Order(s); failure to provide compliant meal periods and pay missed meal
27 period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage
28 Order(s); failure to maintain accurate employment records in violation of Labor Code section 1174;

1 failure to pay timely wages during employment in violation of Labor Code sections 204, 210; failure
2 to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203;
3 failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and
4 226.3; failure to indemnify employees for all necessary business expenditures (including but not limited
5 to expenditures based on cell phone usage) in violation of Labor Code section 2802; deceptive,
6 fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's
7 Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and all claims for liquidated damages,
8 penalties, interest, fees, costs based on the foregoing.

9 No other claims are released other than those claims specifically plead in the Complaint or
10 otherwise specifically identified herein. This Settlement Agreement will not release any person, party,
11 or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability
12 benefits of any nature. Nor does it release any claims, actions, or causes of action which may be
13 possessed by Class Members under state or federal discrimination statutes, including, without
14 limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh
15 Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of
16 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the
17 Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their
18 implementing regulations and interpretive guidelines.

19 **1.42 PAGA RELEASED CLAIMS**

20 “PAGA Released Claims” shall mean any and all claims that are pled in the Action under
21 PAGA, or which reasonably could have been pursued in the Action under PAGA, based on the factual
22 allegations and legal theories alleged in the Operative Complaint, including but not limited to: failure
23 to pay minimum wages for all hours worked, failure to pay overtime wages, failure to provide paid rest
24 breaks and pay missed rest break premiums, failure to provide meal periods and pay missed meal period
25 premiums, failure to pay wages timely during employment, failure to pay timely wages at separation,
26 failure to provide accurate and itemized wage statements, failure to reimburse for business expenses,
27 failure to pay sick leave, and recordkeeping violations, pursuant to Labor Code sections 201, 202, 203,
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204, 210, 226, 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699 et seq., 2802, 2804, and the applicable IWC Wage Order.

11. RELEASES AND WAIVERS

11.1 RELEASE OF CLAIMS BY THE SETTLEMENT CLASS

Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all Released Class Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Class Claims. Each of the Releasing Parties, including each Class Participant, will be bound by the release of Released Class Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Class Participants will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Amount. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

11.4 RELEASE OF CLAIMS BY PAGA SETTLEMENT CLASS

Upon the Effective Date, the PAGA Settlement Class shall be deemed to release the Released Parties, and each of them, of and from any and all PAGA Released Claims arising during the PAGA Period. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge the PAGA Released Claims. Each of the PAGA Settlement Class members will be bound by the release of PAGA Released Claims as a result of the Settlement and to the terms of the final judgment and the satisfaction of such judgment.

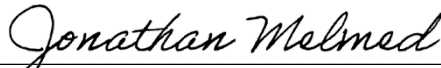
The PAGA Settlement Class members shall have no right or ability to opt out of the portion of this Settlement Agreement releasing PAGA Released Claims.

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

2 **CLASS COUNSEL:**

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4 Dated: _____

Melmed Law Group P.C.

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6 _____
7 Jonathan Melmed
8 Attorneys for Plaintiff

9 **DEFENDANT'S COUNSEL:**

10 Dated: _____

Cook Brown, LLP

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15 Terry A. Wills
16 Karina Sandoval Martinez
17 Attorneys for Defendant
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1 The Parties knowingly and voluntarily agree to the aforementioned amended terms.

2 **CLASS COUNSEL:**

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4 Dated: _____

Melmed Law Group P.C.

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6 _____
7 Jonathan Melmed
8 Attorneys for Plaintiff

9 **DEFENDANT'S COUNSEL:**

10 Dated: July 25, 2024

Cook Brown, LLP

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15 Terry A. Wills
16 Karina Sandoval Martinez
17 Attorneys for Defendant
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