

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 (“Agreement”) pursuant to Paragraph 12.9, and is made by and between: (1) Plaintiff Juan M. Gutierrez Martinez (“Plaintiff”), individually and in his representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and (2) Defendants Inland Erosion Control Services, Inc. (“Inland Erosion”) and Gabriel Ramirez (“Ramirez”) (collectively “Defendants”). This Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party” and adopts the definitions made in the Agreement.¹

1. 13. AMENDMENT TO DEFINITIONS

Paragraph 1.12 of the Settlement defining “Class Period” is amended to replace “preliminary approval” with “October 12, 2024” to read:

“Class Period” means the period from October 6, 2019, through *October 12, 2024*.²

Paragraph 1.31 of the Agreement defining “PAGA Period” is amended to replace “preliminary approval” with “October 12, 2024” to read:

“PAGA Period” means the period from January 9, 2023, through *October 12, 2024*.

Paragraph 1.41 of the Agreement defining “Released Parties” is amended as follows with the italicized language to read:

“Released Parties” means Defendants and their officers, directors, employees, and agents.

2. 14. AMENDMENT TO RELEASE OF CLAIMS

Paragraph 5.2 “Release by All Participating Class Members” is amended as follows with the italicized language to read:

5.2 Release by All Participating Class Members. Effective on the date when the Gross Settlement is fully funded, all Participating Class Members, *release the Released Parties from all claims that were alleged, or could have reasonably been alleged, in the Operative Complaint for 1) Failure to Provide Rest Periods, 2) Failure to Provide Meal Periods, 3) Waiting Time Violations, 4) Violations of business and Professions Code § 17200, et seq., 5) Failure to Pay Minimum Wages, 6) Failure to Pay Overtime, 7) Failure to Timely Pay Wages During Employment, and 8) Failure to Furnish Accurate Itemized*

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

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

Wage Statements, including the applicable California IWC Wage Orders and the following California Labor Code sections cited in the Operative Complaint: 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 221, 226, 226.3, 226.7, 227, 510, 511, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199.

Paragraph 5.3 "Release by Aggrieved Employees, Including Non-Participating Class Members" is amended as follows with the italicized language to read:

5.3 Release of PAGA Claims. Effective on the date when the Gross Settlement is fully funded, Plaintiff and the State of California hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from the claims for civil penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and alleged in the Operative Complaint. However, to the extent the LWDA has released the PAGA claims in connection with this Agreement, no Aggrieved Employee may pursue these same PAGA claims released here in another action. The Aggrieved Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. Plaintiff does not release any Aggrieved Employees' claim for wages and damages. This does not preclude the release of wages and damages by the Class Members as set forth in Paragraph 5.2. The Aggrieved Employees will be issued a check for their Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Penalties and release of the PAGA claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their Individual PAGA Payment or opt out of being a Settlement Class Member in accordance with Paragraph 7.5.

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVE:

Dated: 11 / 01 / 2024



Juan M. Gutierrez Martinez
Plaintiff and Class Representative

DEFENDANTS:

Dated: 10.25.24

Inland Erosion Control Services, Inc.



By: Gabe Ramirez

Title: President

Dated: 10.25.24

Gabriel Ramirez

