

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Pursuant to Paragraphs 12.6 and 12.10 of the Class Action and PAGA Settlement Agreement (“Agreement”) between Plaintiffs Teddy Lawrence Dreher, Cutrenia M. Saxon, Curtisha Holden, and Luke Perry (collectively, “Plaintiffs”) and Defendant Center for Employment Opportunities, Inc. (“Defendant”) (collectively, the “Parties”), subject to the terms and conditions herein and the Court’s approval, the following paragraphs of the Agreement are hereby amended as follows:

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint, including claims for (1) Failure to Provide Meal Periods, (2) Failure to Provide Rest Periods, (3) Failure to Pay Hourly Wages and Overtime, (4) Failure to Pay Proper Reporting Time Wages, (5) Failure to Pay Proper Sick Pay, (6) Failure to Provide Accurate Written Wage Statements, (7) Failure to Timely Pay All Final Wages, (8) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand, (9) Failure to Indemnify for Reasonable Business Expenses, and (10) Unfair Competition under California Business and Professions Code section 17200, *et seq.* (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, claims based on facts occurring outside the Class Period, or the Preserved Claims.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint and the PAGA Notice, including claims for (1) Failure to Provide Meal Periods, (2) Failure to Provide Rest Periods, (3) Failure to Pay Hourly Wages and Overtime, (4) Failure to Pay Proper Reporting Time Wages, (5) Failure to Pay Proper Sick Pay, (6) Failure to Provide Accurate Written Wage Statements, (7) Failure to Timely Pay All Final Wages, (8) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand, (9) Failure to Indemnify for Reasonable Business Expenses, and (10) violation of Labor Code section 2698, *et. seq.* (“Released PAGA Claims”).

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Amendment to the Class Action and PAGA Settlement Agreement between Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

D. LAW, INC.

Dated: _____

Enoch J. Kim, Esq.

MATERN LAW GROUP, PC

Dated: _____

Matthew J. Matern, Esq.
Deanna S. Leifer, Esq.

HAINES LAW GROUP, APC

Dated: _____

Paul K. Haines, Esq.
Sean M. Blakely, Esq.

JACKSON LEWIS P.C.

Dated: _____

Adam Y. Siegel, Esq.
Michael Y. Hsueh, Esq.