

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Addendum changes, alters, and/or modifies the Class Action and PAGA Settlement Agreement (“Agreement”) entered into by the Parties on or around May 31, 2023, pursuant to Paragraph 96 of the Agreement. The alterations and/or modifications contained herein supersede terms in the Agreement that may conflict with such alterations and/or modifications. To the extent that the changes, alterations, and/or modifications contained herein do not conflict with the terms of the Agreement, such terms remain in full force and effect. Each of the numbered paragraphs below corresponds with the same-number paragraph in the Agreement and fully replaces the corresponding paragraph of the Agreement.

4. “Class Claims” or “Released Class Claims”

“Class Claims” or “Released Class Claims” will include all claims that were alleged in the First Amended Complaint based on the facts alleged therein or that reasonably could have been alleged based upon the facts asserted therein or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, failure to pay meal and rest break premium pay and/or failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and (8) unfair and unlawful business practices.

23. “PAGA Claims” or “Released PAGA Claims”

“PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were, or that reasonably could have been pled in the First Amended Complaint, as defined above, based on the facts alleged therein, including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages and/or failure to pay such wages at the correct rate(s) of pay, (3) failure to pay all sick time wages and/or failure to pay such wages at the correct rate(s) of pay, (4) meal and rest break violations, (5) failure to pay meal and rest break premium pay and/or

1 failure to pay such premium pay at the correct rate(s) of pay, (6) failure to provide accurate
2 itemized wage statements, (7) failure to timely pay all wages upon separation of employment, and
3 (8) unfair and unlawful business practices.

4 **62. Appointment of Settlement Administrator**

5 Appointment of Settlement Administrator. The Parties have agreed to the appointment of
6 the Settlement Administrator to perform the duties of a settlement administrator, including
7 mailing the Notice, using standard devices to obtain forwarding addresses, independently
8 reviewing and verifying documentation associated with any claims or opt-out requests, resolving
9 any disputes regarding the calculation or application of the formula for determining the Individual
10 Settlement Amounts, drafting and mailing the settlement checks to Final Settlement Class
11 Members and Allegedly Aggrieved Employees, issuing Forms W-2 and 1099, reporting to taxing
12 authorities, due diligence, reporting and remittance obligations, and performing such other tasks
13 as set forth herein or as the Parties mutually agree or that the Court orders. The Settlement
14 Administrator shall also be responsible for issuing to Plaintiff, Final Settlement Class Members,
15 and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law
16 for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
17 responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties
18 to the appropriate government authorities. The Settlement Administrator will also host a website
19 for the settlement and post relevant documents, including the operative First Amended Complaint,
20 the PAGA notice letter, the Settlement Agreement and addendums thereto, and the orders granting
21 preliminary approval and final approval, and the judgment. The judgment will be posted on the
22 website for at least 180 days after final approval of the settlement.

23 **66. Returns Notices**

24 Returned Notices. The Settlement Administrator will take steps to ensure that the Notice
25 is received by all Settlement Class Members, including utilization of the National Change of
26 Address Database maintained by the United States Postal Service to review the accuracy of and,
27 if possible, update a mailing address. If no forwarding address is provided, the Settlement
28 Administrator will promptly attempt to determine the correct address using a skip-trace or other

search using the Class Member's name, address, and/or Social Security number involved and then perform a single re-mailing. In the event, the procedures in this Paragraph are followed, and the intended recipient of a Notice packet still does not receive the Notice packet, the Class Member shall be bound by all terms of the Settlement and any Judgment entered by the Court if the Settlement is approved by the Court. Notices will be re-mailed to any Settlement Class Member for whom an updated address is located within ten (10) calendar days following the Settlement Administrator's learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Settlement Class Member that the exclusion (opt-out) request, objection, or dispute must be returned by the later of the Notice Response Deadline or fifteen (15) calendar days after remailing the Notice.

69. Objections to Settlement of Class Claims

(d) Failure to Object. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure Section 473, and extraordinary writs. However, any Settlement Class Member may appear at the Final Approval Hearing and verbally object or be heard whether or not they have filed a written objection as outlined herein.

APPROVAL AND EXECUTION BY PARTIES:

2/9/2024
Dated: February ___, 2024

CLASS REPRESENTATIVE:

DocuSigned by:
Mayra Osorio
41EBBA19CDC14DF...

Mayra Osorio

Dated: February ___, 2024

CLASS REPRESENTATIVE:

Troy Blanton

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APPROVAL AND EXECUTION BY PARTIES:

Dated: February ___, 2024

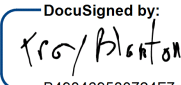
CLASS REPRESENTATIVE:

Mayra Osorio

2/14/2024

Dated: February ___, 2024

CLASS REPRESENTATIVE:

DocuSigned by:

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Troy Blanton

1 Dated: February __, 2024

DEFENDANT:

2 **MUSTARD SEED TECHNOLOGIES, INC.**

3
4
5 By
6 Its

7
8 Dated: February __, 2024

DEFENDANT:

9 **INTERCONNECT SOLUTIONS COMPANY, LLC,**
10 **formerly known as ISC ENGINEERING, LLC**

11
12 By
13 Its

APPROVED AS TO FORM:

CLASS COUNSEL

Dated: February ___, 2024

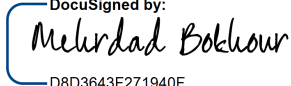
THE FINKEL FIRM

Jake D. Finkel
Attorneys for Plaintiffs

2/8/2024

Dated: February ___, 2024

BOKHOUR LAW GROUP, P.C.

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Attorneys for Plaintiffs

DEFENDANTS' COUNSEL:

Dated: February ___, 2024

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Dated: February ___, 2024

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ISC Engineering, LLC