

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 of the Agreement 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 original Complaint and 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 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 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.

67. Disputes Regarding Class Data

Disputes Regarding Class Data. Settlement Class Members are deemed to participate in the Settlement unless they opt-out. The Notice will inform Settlement Class Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks Worked during the Class Period and PAGA Periods Worked during the PAGA Period. Settlement Class Members may dispute their Workweeks Worked if they feel they were employed more workweeks in the Class Period in California than Defendants' records show by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Workweeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a decision. However, the Court will have the ultimate right to review the Settlement Administrator's decision once it reviews the dispute and related documentation submitted with the dispute. All disputes will be initially decided within ten (10) business days of the Notice Response Deadline by the Settlement Administrator. Settlement Class Members will have until the Notice Response Deadline to dispute Workweeks Worked, object, or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Workweeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendants be required to increase the Gross Settlement Amount.

69. Objections to Settlement of Class Claims

(c) Objections to Settlement of Class Claims. Any Settlement Class Member, other

1 than Plaintiffs, may object to the terms of this Agreement with respect to the Class Claims and
2 may appear at the Final Approval Hearing and object whether or not they have filed a written
3 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
4 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
5 Response Deadline at the address set forth in the Notice. Such objection shall include the full
6 name, address, telephone number, dates of employment with Defendants of the Objecting
7 Settlement Class Member, the case name and number, and a concise statement of the objection.
8 The Settlement Administrator shall provide objections, if any, to Class Counsel and Defendants'
9 Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach
10 the same to its declaration of due diligence it files with the Court prior to the Final Approval
11 Hearing. Any Participating Class Member who files an objection remains eligible to receive
12 monetary compensation from the Settlement and will be bound by the terms of this Agreement
13 including all releases. Plaintiffs and Defendants shall not be responsible for any fees, costs, or
14 expenses incurred by any Settlement Class Member and/or his/her/their counsel related to any
15 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
16 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
17 properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure
18 Section 663. Settlement Class Members and Allegedly Aggrieved Employees may not object to
19 or opt out of the Settlement with respect to the PAGA Claims. At no time will any of the Parties
20 or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit
21 Requests for Exclusion, Notices of Objection, or disputes regarding Class Data or to appeal from
22 the Final Approval judgment. To the extent a timely Notice of Objection is withdrawn before
23 Final Approval, such an objection shall be treated as though no objection has been made.

24 (d) Failure to Object. Any Settlement Class Member who desires to object
25 with respect to the Class Claims but fails to timely submit a written objection waives any right to
26 object and will be foreclosed from making any objection to this Settlement. Any Settlement Class
27 Member who does not timely and properly become a party of record by intervening or filing a
28 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:

Dated: September __, 2023

CLASS REPRESENTATIVE:

Mayra Osorio

Dated: September __, 2023

CLASS REPRESENTATIVE:

Troy Blanton

Dated: September __, 2023

DEFENDANT:

MUSTARD SEED TECHNOLOGIES, INC.

By
Its

Dated: September __, 2023

DEFENDANT:

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

By
Its

NJ
NJ KENDALL-JONES
CEO

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:

9/29/2023

Dated: September __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:
Mayra Osorio
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Mayra Osorio

10/3/2023

Dated: September __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:
Troy Blanton
B498469580724E7...

Troy Blanton

Dated: September 28, 2023

DEFENDANT:

MUSTARD SEED TECHNOLOGIES, INC.



By
Its BRUCE T. McLEAVE SR
PRESIDENT, CEO

Dated: September __, 2023

DEFENDANT:

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

By
Its

1 **APPROVED AS TO FORM:**

2 **CLASS COUNSEL**

3 Dated: September __, 2023

THE FINKEL FIRM

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6 Jake D. Finkel
Attorneys for Plaintiffs

7 Dated: September __, 2023

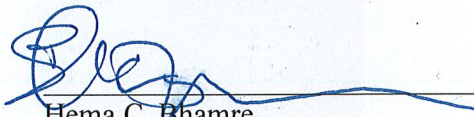
BOKHOUR LAW GROUP, P.C.

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10 Mehrdad Bokhour
Attorneys for Plaintiffs

11 **DEFENDANTS' COUNSEL:**

12 Dated: September 28, 2023

SELF & BHAMRE

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16 Hema C. Bhamre
Attorneys for Defendant,
Mustard Seed Technologies, Inc.

17 Dated: September __, 2023

STRADLING YOCCA CARLSON & RAUTH

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20 Karla J. Kraft
Attorneys for Defendant,
Interconnect Solutions Company, LLC, formerly known as
21 ISC Engineering, LLC
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1 **APPROVED AS TO FORM:**

2
3 **October 3, 2023**
4 Dated: September __, 2023

CLASS COUNSEL

THE FINKEL FIRM

5 *Jake Finkel*

6 Jake D. Finkel
7 Attorneys for Plaintiffs

8 Dated: October 3, 2023

BOKHOUR LAW GROUP, P.C.

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10 *Mehrdad Bokhour*
11 Attorneys for Plaintiffs

12 **DEFENDANTS' COUNSEL:**

13 Dated: September __, 2023

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16 Hema C. Bhamre
17 Attorneys for Defendant,
Mustard Seed Technologies, Inc.

18 Dated: September 28, 2023

STRADLING YOCCA CARLSON & RAUTH

19 *Karla J. Kraft*

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21 Attorneys for Defendant,
22 Interconnect Solutions Company, LLC, formerly known as
23 ISC Engineering, LLC
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