

## AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Amendment to PAGA Settlement Agreement (“Amendment”) is entered into on September 21, 2026, by and between plaintiff JANNETTE GUTIERREZ (“PLAINTIFF”), on behalf of herself, all alleged aggrieved employees, and the State of California, and defendant ONYX PAVING COMPANY, INC. (“DEFENDANT”), parties to the PAGA Settlement Agreement dated January 14, 2026 (“Agreement”), attached hereto as **Exhibit A**.

The Parties agree that the Action shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settling Employees as set forth herein.

### AMENDMENT

5.2 Release by the State of California and Aggrieved Employees. Plaintiff, on behalf of the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action and/or in the PAGA Notices, including but not limited to, claims relating to failure to pay minimum wages, prevailing wages, straight time compensation, overtime wages and compensation, double-time compensation, and/or interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; collecting and/or receiving from Aggrieved Employees part of their wages; requiring Aggrieved Employees to execute a release as a condition of being paid; retaliation; failing to provide Aggrieved Employees with paid sick leave; failing to pay Aggrieved Employees wages for unused vested vacation time; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; failure to indemnify employees for necessary expenditures incurred in discharge of duties; payment for all hours worked, including off-the-clock work and walking time; failure to furnish accurate itemized wage statements; failure to maintain required records; unlawful deductions and/or withholdings from wages; failure to permit inspection of personnel and payroll records; any violations of the California Labor Code that could have been alleged, including without limitation sections 98.6, 201, 202, 203, 206.5, 210, 221, 226, 226(a)(1), (2), (5), (9), 226.3, 226.7, 226.8, 227.3, 246, 248.5, 510, 512, 558, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 2698 et seq., 2699 et seq., and 2802, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged (“Released PAGA Claims”). The Released PAGA Claims are limited to the PAGA Period. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys’ fees and costs) may be barred as a matter of law by this PAGA Settlement Agreement regardless of the forum in which they may be brought. The Parties intend for this release to be as broad as lawfully possible. Non-signatories

can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date set forth below.

**APPROVED AND ACCEPTED.**

Dated: September <sup>21</sup>\_\_\_\_, 2026



\_\_\_\_\_  
JANNETTE GUTIERREZ, Plaintiff and PAGA  
Representative

Dated: September \_\_\_\_\_, 2026

\_\_\_\_\_  
On behalf of ONYX PAVING COMPANY, INC.,  
Defendant

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**APPROVED AND ACCEPTED.**

Dated: September \_\_\_\_, 2026

\_\_\_\_\_  
JANNETTE GUTIERREZ, Plaintiff and PAGA  
Representative

Dated: September 21 \_\_\_\_, 2026

  
Courtney Kirschner (Sep 21, 2026 16:41:53 PDT)  
On behalf of ONYX PAVING COMPANY, INC.,  
Defendant