

ADDENDUM TO
PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

This Addendum modifies the Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (the “Settlement Agreement” or “Settlement”) previously entered into between Plaintiff Arturo Vazquez Hernandez (“Plaintiff”), acting in a private attorney general capacity, on behalf of himself, all PAGA Aggrieved Employees, and on behalf of the State of California, and Defendant Eagle Paving Company Inc. (“Eagle Paving”) (collectively, the “Parties”).

In consideration of the promises and mutual agreements set forth in the Settlement Agreement and stated herein in this Addendum, the Parties hereby reaffirm their respective covenants, obligations, representations and releases contained in the Settlement Agreement as of the date this Addendum is executed, and without limiting the foregoing, specifically acknowledge and agree the Settlement Agreement shall be modified pursuant to Paragraph 2 as set forth herein.

Any inconsistencies or differences related to the matters and information below between this Addendum and the Settlement Agreement will be interpreted and construed in favor of this Addendum.

I. RECITALS

1. Following a September 24, 2021 mediation, the Parties agreed to fully, finally, and exclusively, resolve the Action and the PAGA Released Claims as to Plaintiff and the PAGA Aggrieved Employees, subject to Court approval.

2. On January 14, 2021, the Settlement was approved by the Court.

3. Pursuant to the terms of the original Settlement Agreement, approved by the Court, the Parties agreed to resolve this Action wherein Eagle Paving would pay a Gross Settlement Amount of Three Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) (“Gross Settlement Amount”), in exchange for releases, and subject to the terms and conditions contained in the Settlement Agreement. The Gross Settlement Amount was calculated and premised on the understanding that there were approximately 104 putative PAGA Aggrieved Employees (as defined in the Agreement) eligible to participate in the Settlement, subject to an anticipated increase in the number of PAGA Aggrieved Employees up to 10%, i.e., up to 115.

4. Upon approval by the Court of the Settlement, in preparing the PAGA Aggrieved Employee data for transmission to the Claims Administrator following approval of the Settlement, Eagle Paving determined that as of December 31, 2021 (the end date of the PAGA Period, as defined in the Settlement Agreement), there were and are a total of 125 qualified PAGA Aggrieved Employees based on the agreed upon PAGA Period.

5. Pursuant to the terms of the Settlement Agreement, if the number of PAGA Aggrieved Employees increased by more than 10% before the end of the PAGA Period, Eagle

Paving would have the option to either increase the Gross Settlement Amount in proportion to any such change or change the cutoff date for PAGA Aggrieved Employees to an earlier date.

6. After disclosing to Plaintiff's counsel the number of qualified PAGA Aggrieved Employees during the PAGA Period was and is more than 115 employees, the Parties met and conferred regarding the additional number of employees. Although Eagle Paving continues to deny all liability and damages and continues to maintain it is not obligated to pay any additional amount to resolve the Action, in an effort to fully and finally resolve the Action and the PAGA Released Claims, Eagle Paving has agreed to increase the Gross Settlement Amount in proportion to the overage number of employees.

II. TERMS OF ADDENDUM

The Parties agree as follows:

1. The total number of PAGA Aggrieved Employees during the PAGA Period is **125**.
2. The number of additional pay periods worked by the non-contemplated additional ten (10) PAGA Aggrieved Employees is **95 pay periods** during the PAGA Period.
3. Pursuant to the terms of the Settlement Agreement, the Parties have agreed to a proportionate increase to the Gross Settlement Amount, which reflects the limited additional pay periods at issue.
4. The Parties have agreed, and Eagle Paving has committed to paying, an additional Six Thousand One Hundred and Seventy Five Dollars and Zero Cents (\$6,175.00) to fully and finally resolve the Action and the PAGA Released Claims, which will increase the Gross Settlement Amount to **Three Hundred and Thirty-One Thousand One Hundred and Seventy-Five Dollars and Zero Cents (\$331,175.00)**. The additional monies shall be added directly to the Net Settlement Amount, and payable only to the LWDA and PAGA Aggrieved Employees.
5. Based on the Court's approval of the Settlement, the increased Net Settlement Amount to be distributed 75% to the LWDA and 25% to the PAGA Aggrieved Employees shall be **Two Hundred and Ten Thousand Eight Hundred and Thirty-Nine Dollars and Ten Cents (\$210,839.10)**.
6. The Parties believe and agree the increase in the Gross Settlement Amount, and resultant increase in the Net Settlement Amount, is proportionate based upon the limited additional pay periods at issue based on the overage and results in a fair, adequate, and reasonable settlement of the Action and the Released Claims.
7. The Parties continue to expressly acknowledge the Settlement Agreement and this Addendum are and were entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Eagle Paving. If for any reason the Settlement and this Addendum are not approved, neither will be of any force or effect, and the Parties shall be returned to their original respective positions.

8. Nothing in this Addendum shall be construed to be an admission by Eagle Paving of any liability or wrongdoing as to Plaintiff, PAGA Aggrieved Employees or any other person, and Eagle Paving specifically disclaims any such liability or wrongdoing. Eagle Paving specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Addendum with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Addendum and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

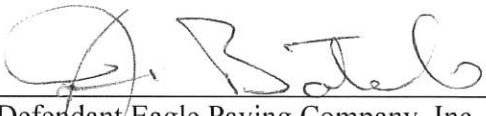
9. This Addendum is subject only to the execution of all Parties, however, may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Addendum, accepts and agrees to the provisions contained in this Addendum, and hereby executes it voluntarily and with full understanding of its consequences.

DATED: January __, 2022

By: _____
Plaintiff Arturo Vazquez Hernandez

DATED: January 25, 2022

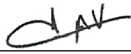
By:  _____
Defendant Eagle Paving Company, Inc.
By: Joel Batule
Title: CEO

8. Nothing in this Addendum shall be construed to be an admission by Eagle Paving of any liability or wrongdoing as to Plaintiff, PAGA Aggrieved Employees or any other person, and Eagle Paving specifically disclaims any such liability or wrongdoing. Eagle Paving specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Addendum with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Addendum and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

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DATED: January 25, 2022

By: 
Plaintiff Arturo Vazquez Hernandez

DATED: January __, 2022

By: _____
Defendant Eagle Paving Company, Inc.
By: Joel Batule
Title: CEO