

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Amendment (“Amendment”) to the PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into by Plaintiff John Surby (“Plaintiff”) and Defendant ARB, Inc. (“Defendant”) pursuant to Paragraph 10.7 of the Settlement Agreement, which provides that: “This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.”

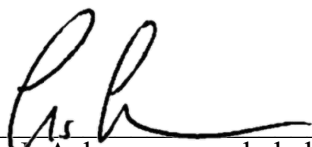
This Amendment incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Amendment modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement will be interpreted and construed in favor of this Amendment.

1. Paragraph 5.2 is amended by deleting “all claims whether suspected or unsuspected, contingent or accrued, known or unknown, that have been pled or could have been pled under state, federal or local law, whether statutory, common law or administrative, arising out of or related to allegations set forth in Plaintiff’s PAGA Notices, the Action, and Plaintiff’s Complaint and First Amended Complaint, and arising during the PAGA Period,” and replaced with, “all claims for civil penalties based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA.” (page 7).

IT IS SO STIPULATED

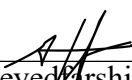
IN WITNESS WHEREOF, the Parties have executed this Amendment on the date below their signatures or the signature of their representatives. The date of the Amendment shall be the date of the latest signature.

April 24, 2024
Date: ~~January~~ April, 2024



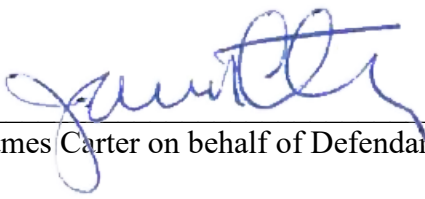
Craig J. Ackermann on behalf of Plaintiff

Date: ~~January~~ 4/24/2024



Amir Seyedfarshi on behalf of Plaintiff

Date: ~~January xxxxx, 2024~~
April 23, 2024



James Carter on behalf of Defendant