

AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Plaintiff Sheizan Bawa (“Plaintiff”) and Defendant Meathead Movers, Inc. (“Meathead”) (jointly, the “Parties”) hereby enter into this Amendment to PAGA Settlement Agreement (“Amendment”) as of the date referenced below. The Amendment seeks to clarify and correct two inconsistencies within the PAGA Settlement Agreement (“Agreement”) which the parties previously executed as follows:

Calculation of Individual PAGA Payment

Paragraph 3.2.4.1 of the Agreement, which set forth that the Administrator “will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$123,875) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods,” is hereby amended to read as follows:

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$123,875) by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s Workweeks worked during the PAGA Period.

This correction is made so that all aspects of the settlement process consistently use and rely on Workweeks worked by the Aggrieved Employees.

Correction to Mediation Date

Paragraph 2.3 which states, “On March 24, 2023, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. which led to this Agreement to settle the Action,” is hereby amended and corrected to read as follows:

On March 24, 2022, the Parties participated in an all-day mediation presided over by Mark Rudy, Esq. which led to this Agreement to settle the Action.

Date: 08/10/2023



Sheizan Bawa, Plaintiff

Date: _____

Aaron Steed, CEO
Defendant Meathead

APPROVED AS TO FORM ONLY:

Jonathan Genish
Counsel For Plaintiff

Alden Parker,
Counsel For Defendant Meathead