

SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amendment ("Amendment") to the Class and PAGA Settlement Agreement ("Settlement Agreement") is made and entered into by Plaintiffs Lorena Garcia Velez, Lorenzo Castrejon Rayon And Vanesa Capistran ("Plaintiffs") and Defendant Principia, Inc. ("Defendant") pursuant to Paragraph 13.9 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.

Paragraph 3.2.1 of the Settlement Agreement and Item 3 sub-item 2.B are amended correcting all references to the Class Representative Service Payment to the three (3) Class Representatives to be not more than \$3,500.00 each, for a total of \$10,500.

Paragraph 6.3 of the Settlement Agreement is corrected and will be read as follows:

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including: unpaid missed rest breaks (Cal. Lab. Code § 226.7 & IWC Wage Order No. 5-2001 § 12); unpaid missed meal breaks (Cal. Lab. Code § 226.7 & 512); failure to pay for all overtime worked (Cal. Lab. Code § 510 & 1194); failure to pay minimum wage and failure to pay for all wages earned (Cal. Lab. Code § 204, 1194, & 1197); failure to maintain accurate payroll records (Cal. Lab. Code § 226(a) & 1174); failure to pay wages upon separation (Cal. Lab. Code § 201-203); failure to reimburse required business expenses (Cal. Lab. Code § 2802); denial of equal pay in violation of the California Fair Pay Act (Cal. Lab. Code § 1197.5 & 1199.5); retaliation for reporting violations (Cal. Lab. Code § 98.6, § 1102.5); sharing or keeping a portion of gratuity (Cal. Lab. Code § 351); unfair competition (Cal. B&P Code § 17200 et seq.); and violations of the California Labor Code warranting civil penalties under Labor Code § 2699 (PAGA).

Paragraph 8.5.2 of the Settlement Agreement is amended to the effect that the court, not

the Administrator, will make the final decision as to the validity, acceptance, or rejection of any Request for Exclusion.

Paragraph 3.2.3 of the Settlement Agreement and Item 3 sub-item 2.C is corrected such that the settlement administration fees shall not exceed \$6,000.00.

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.

Plaintiffs:

LORENA GARCIA VELEZ
Dated:

LORENZO CASTREJON RAYON
Dated: 4/29/25

VANESA CAPISTRAN
Dated: 4/29/2025

Defendant:

PRINCIPIA INC.
DBA MALTA MEXICAN SEAFOOD RESTAURANT

By:

[Signature]

BROWN WEGNER LLP

[Signature]
Counsel For Plaintiffs
Dated:

[Signature]
Counsel for Defendant
Dated: 01-21-25