

**AMENDMENT TO CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

RECITALS

A. **WHEREAS**, in April 2024, Tyon Hood and Archie Shakespeare (collectively, “Plaintiffs”) entered into a Class Action and Private Attorneys General Act Settlement Agreement and Release (the “Agreement”) with Defendant National Steel and Shipbuilding Company (“NASSCO” or “Defendant”) fully resolving all claims they raised in their respective lawsuits against NASSCO. Plaintiffs and NASSCO finished executing the Agreement on May 12, 2024.

B. **WHEREAS**, to comply with the Agreement, NASSCO gathered and verified the “Class Data.” NASSCO then reached out to Plaintiffs to inform them that it chose to exercise the “Adjustment of Gross Settlement” or “escalator” clause in Section 1.01(B) of the Agreement. During that discussion, Plaintiffs and NASSCO agreed to modify the Agreement to account for the increased class size, and to ensure that the Agreement accurately reflects the current data.

NOW, THEREFORE, pursuant to Sections 3.10 and 3.13 of the Agreement, Plaintiffs and NASSCO hereby agree that the Agreement shall be amended and revised as follows and that the sections listed below shall replace and supersede the corresponding sections in the original Agreement. All other terms remain unchanged. For convenience of review, revised language is ***italicized and bolded***:

Section 1.01(C) “Administrator”

Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement. Administration Expenses shall not exceed the estimate of the Administrator to administrate the settlement of the class (\$25,000).

Section 1.01(G) “Attorneys’ Fees”

The amount in fees Class Counsel may request in an amount of up to one-third of the Gross Settlement Amount (***i.e., 1/3 of \$2,865,915 or \$955,305***) as compensation for their attorneys’ fees and as approved by the Court. Defendant agrees not to oppose an Attorneys’ Fees request up to one-third of the Gross Settlement Amount. Class Counsel has agreed to the following division of the Attorneys’ Fees: Peter R. Dion-Kindem, P.C. (32%), the Blanchard Law Group, APC (32%), the Holmes Law Group, APC (16%), and Blumenthal Nordrehaug Bhowmik De Blouw LLP (20%).

Section 1.01(H) “Class”

Shakespeare, Hood, and all individuals who are or previously were directly employed by National Steel and Shipbuilding Company in the State of California from September **18**, 2017, to **May 19, 2024**, who were classified as non-exempt and who are not members of any union.

Section 1.01(O) “Class Period”

The period of time from September **18**, 2017, to **May 19, 2024**.

Section 1.01(W) “Gross Settlement Amount”

TWO MILLION EIGHT HUNDRED AND SIXTY FIVE THOUSAND AND NINE HUNDRED FIFTEEN DOLLARS (\$2,865,915), which is the total and maximum amount Defendant has agreed to pay pursuant to this Agreement. The Gross Settlement Amount will be used to pay the Individual Class Payments, the PAGA Payment, the Attorneys’ Fees, the Attorneys’ Expenses, the Service Awards and Individual Settlement Payments, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and no claim forms required and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Parties agree that Defendant shall not be obligated to pay any amount over the Gross Settlement Amount, **and that Defendant will pay this increased amount only because it chose to exercise its second option under Section 1.01(B) of the Agreement.**

Section 1.01(EF) “PAGA Employees”

Plaintiffs and all individuals who were employed by Defendant in California as a non-exempt, non-unionized employee and who worked during at least one day in California between February **17**, 2020, and **May 19, 2024** (the “PAGA Period”).

Section 1.01(GG) “PAGA Payment”

The amount of **\$160,000** allocated to the claims asserted for penalties under the PAGA in settlement of the PAGA Claims. This shall be made from the Gross Settlement Amount, and 25% shall be distributed to the PAGA Employees (*i.e.*, the Individual PAGA Payments) and 75% shall be paid to the LWDA (“LWDA PAGA Payment”). An Individual PAGA Payment will be made to a PAGA Employee even if such PAGA Employee opts out of the Class Settlement.

Section 1.01(HH) “PAGA Workweeks”

Any workweek (*i.e.*, one-week period beginning on **Monday** and ending on **Sunday**) during which a PAGA Employee worked for Defendant during at least one day during the PAGA Period.

Section 1.01(II) “PAGA Period”

The period between February **17**, 2020, and **May 19, 2024**.

Section 1.03(A) Gross Settlement Amount

Defendant shall pay **TWO MILLION EIGHT HUNDRED AND SIXTY FIVE THOUSAND AND NINE HUNDRED FIFTEEN DOLLARS (\$2,865,915)** to fully settle the Action (“Gross Settlement Amount”). The Gross Settlement Amount will be used to pay Individual Class Payments, the PAGA Payment, Attorneys’ Fees, Attorneys’ Expenses, the Service Awards and Individual Settlement Payments, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and no claim forms required. It excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Parties agree that Defendant shall not be obligated to pay any amount over the Gross Settlement Amount **and that Defendant will pay this increased amount only because it chose to exercise its second option under Section 1.01(B) of the Agreement.**

Section 1.03(D) Administration Expenses Payment

An Administration Expenses Payment not to exceed **TWENTY FIVE THOUSAND DOLLARS (\$25,000)** shall be paid to the Administrator except for a showing of good cause and as approved by the Court. If the Court approves payment of less than **\$25,000**, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members as set forth herein.

Section 1.04(A) Class Workweeks and PAGA Employee Workweeks

Defendant represents that there were **3,160** Class Members who collectively worked a total of **200,982** workweeks in the Class Period. Defendant further represents that the **2,241** PAGA Class Members worked **127,222 workweeks during the PAGA Period.**

IN WITNESS WHEREOF, the Parties have executed this Amendment to Class Action and Private Attorneys General Act Settlement Agreement and Release on the dates set forth below.

Dated: 7/25/2024, 2024

DocuSigned by:

 By E6915DD41710476...
 Archie Shakespeare

Dated: 7/23/2024, 2024

DocuSigned by:

 By B1AA9E5070094FB...
 Tyon Hood

Dated: 7/26/2024, 2024

DocuSigned by:

 By 4FCF33B86EA742A...
 Debora Burke
 Vice President and General Counsel
 National Steel and Shipbuilding Company

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: 7/23/2024, 2024

DocuSigned by:
Peter Dion-Kindem
By 52422621AA57434...
Peter R. Dion-Kindem
Lonnie C. Blanchard III
Jeff Holmes
A.J. Bhowmik
Attorneys for Plaintiffs Archie Shakespeare
and Tyon Hood

Dated: 7/23/2024, 2024

QUARLES & BRADY LLP

DocuSigned by:
Evan Peña
By E38606EC40CD4AB...
E. JOSEPH CONNAUGHTON
EVAN A. PEÑA
Attorneys for Defendant National Steel and
Shipbuilding Company

Certificate Of Completion

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Initials: 0

Scott Michel

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411 E. Wisconsin Ave.

Envelopeld Stamping: Enabled

Milwaukee, WI 53202

Time Zone: (UTC-06:00) Central Time (US & Canada)

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Holder: Scott Michel

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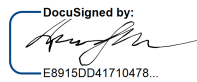
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Scott.Michel@quarles.com

Signer Events

Archie Shakespeare

archie.shakespeare@icloud.com

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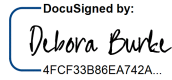
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Debora Burke

Debora.burke@nassco.com

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Evan Peña

evan.pena@quarles.com

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Peter Dion-Kindem

peter@dionkindemlaw.com

Security Level: Email, Account Authentication
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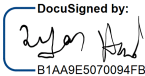
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Signer Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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