

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Addendum to Class Action and PAGA Settlement Agreement is dated as of May 4, 2026 (the “Addendum”) and has been executed for the purpose of correcting the percentage amount of PAGA Penalties allocated to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees respectively. Thus, clarifying the terms and conditions of the Class Action and PAGA Settlement Agreement (“Agreement”) made by and between Plaintiff Erica Cloud (“Plaintiff”) and Defendant R. Torre & Company, Inc. (“Defendant”).

Except as provided below, all terms defined in Section 1 of the Agreement, in addition to the other terms defined in the Agreement, shall have the same meaning, force, and effect in this Addendum.

Except as expressly modified by this Addendum, all terms and conditions of the Settlement Agreement remain unchanged and in full force and effect.

In consideration of the obligations, conditions, covenants and agreements set forth in the Settlement Agreement, the following are hereby acknowledged and agreed to:

- A. ***Settlement Agreement ¶ 1.23 Clarification of Aggrieved Employees PAGA Penalties allocation:*** “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the pro rata number of PAGA Pay Periods worked during the PAGA Period.
- B. ***Settlement Agreement ¶ 1.26 Clarification of LWDA PAGA Penalties allocation:*** “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Coded section 2699, subd (k)(2).
- C. ***Settlement Agreement ¶ 1.33 Clarification of allocation of PAGA Penalties to the LWDA and Aggrieved Employees:*** “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$8,750.00) and 65% to LWDA (\$16,250.00) in settlement of PAGA claims.
- D. ***Settlement Agreement ¶ 3.2.5 Clarification of allocation of PAGA Penalties to the LWDA and Aggrieved Employees:*** To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA Payments.
- E. ***Settlement Agreement ¶ 3.2.5.1 Clarification of the allocation of PAGA Penalties to the Aggrieved Employees:*** The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of the PAGA Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 4, 2026

BRADLEY/GROMBACHER, LLP

By: Marcus Bradley
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Putative Class

Dated: May 4, 2026

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