Docusign Envelope ID: 8C1553BA-D94B-886A-8063-00408905183A

AMENDMENT NO. 1 TO AMENDED

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

Jessica Oropeza v. Oceanfront Recovery at Laguna Beach, LLC, et al.
Orange County Superior Court Case No. 30-2023-01302016-CU-OE-CXC

This Amendment No. 1 ("Amendment") is entered into by and between Plaintiff JESSICA OROPEZA ("Plaintiff") and Defendants OCEANFRONT RECOVERY, LLC and ROBERT HILLIS ("Defendants") (collectively, the "Parties"). This Amendment amends the Amended Private Attorneys General Act Settlement Agreement fully executed by the Parties on June 4, 2026 (the "Agreement"). Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement.

RECITALS

A. The Parties entered into the Agreement to resolve the claims for civil penalties under the Private Attorneys General Act asserted in the above-captioned action. The Agreement was filed with the Court as Exhibit B to the Supplemental Declaration of Justin Lo (ROA 138).

B. On June 18, 2026, the Court (Hon. Melissa R. McCormick, Dept. CX105) issued an order on Plaintiff's Motion for Approval of PAGA Settlement continuing the hearing to October 22, 2026 at 2:00 p.m. and directed the Parties to make specified revisions to the Agreement.

C. In that order, and in its prior orders of April 24, 2025 (ROA 82) and October 16, 2025 (ROA 117), the Court directed that any required revisions be made by amendment to the settlement agreement rather than by an amended settlement agreement, in order to streamline the Court's review.

D. The Parties enter into this Amendment to give effect to the Court's June 18, 2026 order and to correct certain inconsistencies in the Agreement identified in the course of preparing this Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, the Parties agree that the Agreement is amended as follows:

1. Amendments Directed by the Court's June 18, 2026 Order

1.1 Paragraph I.7 ("Effective Date"). Pursuant to item 2(a) of the Court's June 18, 2026 order, the last sentence of Paragraph I.7 is deleted in its entirety. That sentence reads: "The PAGA release shall become effective as to unnamed Aggrieved Employees only after Defendants have fully funded the Maximum Settlement Amount pursuant to Section III.2." Paragraph I.7, as amended, reads:

Docusign Envelope ID: 8C1553BA-D94B-886A-8063-00408905183A

> "Effective Date" means the date of entry of an Order and Judgment by the Court approving the Agreement and after the Parties have fully executed this Agreement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the date upon which the deadline for seeking appellate review of the Judgment has passed without the filing of a timely appeal or request for review; or (b) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein.

The condition formerly stated in this sentence is not abandoned. It is relocated to Paragraph III.8 by Section 1.4 of this Amendment, pursuant to item 2(d) of the Court's June 18, 2026 order.

1.2 Paragraph I.14 ("PAGA Released Claims"). Pursuant to item 2(b) of the Court's June 18, 2026 order, the phrase "for civil penalties" is inserted after "all claims" and before "under PAGA." Paragraph I.14, as amended, reads:

> "PAGA Released Claims" means any and all claims for civil penalties under PAGA based on the facts alleged in the operative complaint and Plaintiff's November 4, 2022 LWDA Letter that arose during the PAGA Period including claims for PAGA civil penalties pursuant to violations of the following Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1181.12, 1194, 1197, 1197.1, 1198 and 2802.

1.3 Paragraph III.6 (PAGA Release). Pursuant to item 2(c) of the Court's June 18, 2026 order, the word "Representative" is deleted from the heading of Paragraph III.6, and the phrase "In her capacity as a private attorney general or 'aggrieved employee' acting on behalf of herself, the State of California and Aggrieved Employees," is deleted from the first sentence. Paragraph III.6 is amended and restated in its entirety to read:

> 6. **PAGA Release.** Plaintiff hereby releases Defendants OCEANFRONT RECOVERY, LLC and ROBERT HILLIS and their respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and related entities, owners, officers, directors, shareholders, employees, agents, servants, representatives, independent contractors, members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees (collectively "Released Parties") from any and all of the PAGA Released Claims that arose during the PAGA Period. The PAGA Released Claims do not include any claims that cannot be released as a matter of law.

1.4 Paragraph III.8 (PAGA Released Claims). Pursuant to items 2(d), 2(e) and 2(f) of the Court's June 18, 2026 order, Paragraph III.8 is amended and restated in its entirety to read:

Docusign Envelope ID: 8C1553BA-D94B-886A-8063-00408905183A

> 8. PAGA Released Claims. Effective upon Defendants' full funding of the Maximum Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants from all claims they may have for civil penalties under the California Labor Code § 2698 et seq. California Labor Code Private Attorneys General Act of 2004 ("PAGA") based on the facts alleged in the operative complaint and Plaintiff's November 4, 2022 LWDA Letter that arose during the PAGA Period including claims for PAGA civil penalties pursuant to violations of the following Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1181.12, 1194, 1197, 1197.1, 1198 and 2802.

This restatement (i) inserts "Effective upon Defendants' full funding of the Maximum Settlement Amount" at the beginning of the first sentence, so that the Aggrieved Employees' release does not take effect until the settlement is funded; (ii) deletes "and the State of California" from the first sentence; and (iii) deletes the misplaced words "PAGA Released Claims means any and all claims under PAGA" (together with a stray quotation mark) from the first sentence, as directed by item 2(f). The remainder of that sentence is retained, so the Aggrieved Employees' release remains limited to civil penalties based on the facts alleged in the operative complaint and Plaintiff's November 4, 2022 LWDA Letter, consistent with Paragraph I.14 as amended by Section 1.2 above and the Court's April 24, 2025 order (ROA 82), item 2.

2. Additional Conforming Corrections

Upon further review, the Parties have made the following corrections to eliminate internal inconsistencies in the Agreement rather than leave them for a later stage of the proceedings. None of them changes the consideration payable by Defendants or the scope of the release, except for the reduction in the attorneys' fees Plaintiff's Counsel will request, which reduces Plaintiff's Counsel's fee and increases the amount distributed to the LWDA and the Aggrieved Employees.

2.1 Paragraph I.2 ("Aggrieved Employees"). The Agreement stated two different start dates for the same period: January 22, 2022 in Paragraph I.2, and January 11, 2022 in Paragraph I.13 ("PAGA Period") and Paragraph III.3 (Escalator Clause). January 11, 2022 is the correct date and is the date on which the estimate of 1,065 pay periods is based. Paragraph I.2 is also corrected to refer to "Defendants" rather than "Defendant," there being two Defendants. Paragraph I.2, as amended, reads:

> "Aggrieved Employees" consist of all current and former non-exempt employees of Defendants from January 11, 2022, until the date that the Court approves this Agreement. The number of Aggrieved Employees, including Plaintiff, is estimated to be sixty (60) and the number of pay periods from January 11, 2022 to the time of settlement is estimated to be one thousand and sixty-five (1,065).

2.2 Paragraph I.5 ("Court"). Paragraph I.5 is amended and restated to read:

Docusign Envelope ID: 8C1553BA-D94B-886A-8063-00408905183A

"Court" means the Superior Court of California for the County of Orange.

2.3 Paragraph I.11 ("Net Settlement Amount"). Plaintiff's Counsel will request attorneys' fees of thirty percent (30%) of the Maximum Settlement Amount rather than 33.3%. Paragraph I.11 is also corrected to refer to the "Maximum Settlement Amount," which is a defined term, rather than the "Maximum Agreement Amount," which is not. Paragraph I.11, as amended, reads:

> "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Maximum Settlement Amount: (a) Plaintiff's attorneys' fees up to thirty percent (30%) of the Maximum Settlement Amount, currently estimated at twenty-four thousand dollars and zero cents ($24,000.00); (b) Plaintiff's costs up to Ten Thousand Dollars ($10,000.00); and (c) the cost of a Settlement Administrator, estimated to be Four Thousand Dollars and Zero Cents ($4,000.00).

2.4 Paragraph III.4 (Plaintiff's Attorneys' Fees and Costs). Paragraph III.4 is conformed to Section 2.3 above and, as amended, reads:

> 4. Plaintiff's Attorneys' Fees and Costs. Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to thirty percent (30%) of the Maximum Settlement Amount (estimated to be $24,000.00) and costs incurred in prosecuting this PAGA Action (estimated to be up to $10,000.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendants will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

3. Summary of Changes

The following table is provided for the Court's convenience and is not itself an operative term of the Agreement.

Paragraph	Change	Authority
I.7	Last sentence deleted	6/18/26 Order, item 2(a)
I.14	"for civil penalties" inserted	6/18/26 Order, item 2(b)
III.6	"Representative" and capacity phrase deleted	6/18/26 Order, item 2(c)
III.8	Release conditioned on full funding; "and the State of California" deleted; misplaced definitional phrase deleted	6/18/26 Order, items 2(d)–(f)
I.11	Fees reduced to 30% ($24,000.00); defined term corrected	4/24/25 Order, item 8; conforming correction
III.4	Conformed to I.11	4/24/25 Order, item 8

Docusign Envelope ID: 4765A08F-36E2-8E97-82C5-73D41CA59816

4. General Provisions

4.1 No Other Changes. Except as expressly amended by this Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Agreement, this Amendment controls.

4.2 Court Approval. This Amendment is subject to and conditioned upon the Court's approval of the Agreement as amended. If the Court does not approve the Agreement as amended, this Amendment shall be of no force or effect, and the provisions of Paragraph III.11 (Termination of Agreement) and Paragraph VI.6 (Nullification of Agreement) of the Agreement shall govern.

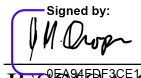
4.3 Counterparts. This Amendment may be executed in counterparts, including by facsimile, scanned or electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

4.4 Governing Law. This Amendment shall be construed under and governed by the laws of the State of California.

4.5 Authority. Each person signing this Amendment represents that he or she is authorized to do so on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Amendment as of the dates set forth below.

Dated: October 8, 2026

Signed by:

0EA945DF3CE1402...

JESSICA OROPEZA
Plaintiff

Dated: _____, 2026

_____
By: Robert Hillis
Its: Owner
OCEANFRONT RECOVERY, LLC, Defendant

Dated: _____, 2026

_____
ROBERT HILLIS
Defendant

Docusign Envelope ID: 8C1553BA-D94B-886A-8063-00408905183A

4. General Provisions

4.1 No Other Changes. Except as expressly amended by this Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of any conflict between this Amendment and the Agreement, this Amendment controls.

4.2 Court Approval. This Amendment is subject to and conditioned upon the Court's approval of the Agreement as amended. If the Court does not approve the Agreement as amended, this Amendment shall be of no force or effect, and the provisions of Paragraph III.11 (Termination of Agreement) and Paragraph VI.6 (Nullification of Agreement) of the Agreement shall govern.

4.3 Counterparts. This Amendment may be executed in counterparts, including by facsimile, scanned or electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

4.4 Governing Law. This Amendment shall be construed under and governed by the laws of the State of California.

4.5 Authority. Each person signing this Amendment represents that he or she is authorized to do so on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Amendment as of the dates set forth below.

Dated: _____, 2026

_____
JESSICA OROPEZA
Plaintiff

Dated: 10/09, 2026

DocuSigned by:
Robert Hillis
C519CB256A6F4E5...
By: Robert Hillis
Its: Owner
OCEANFRONT RECOVERY, LLC, Defendant

Dated: 10/09, 2026

DocuSigned by:
Robert Hillis
C519CB256A6F4E5...
ROBERT HILLIS
Defendant

Docusign Envelope ID: 4765A08F-36E2-8E97-82C5-73D41CA59816

APPROVED AS TO FORM AND CONTENT:

Dated: October 8, 2026

Signed by:
Justin Lo
851114C5405E4A4...

Justin Lo, Esq.
WORK LAWYERS PC
Attorney for Plaintiff JESSICA OROPEZA

Dated: _____, 2026

_____
Elizabeth Y. Mu, Esq.
FREEMAN MATHIS & GARY, LLP
Attorney for Defendants OCEANFRONT RECOVERY, LLC and ROBERT HILLIS

Docusign Envelope ID: 8C1553BA-D94B-886A-8063-00408905183A

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2026

_____
Justin Lo, Esq.
WORK LAWYERS PC
Attorney for Plaintiff JESSICA OROPEZA

Dated: ___October 9___, 2026



_____
Elizabeth Y. Mu, Esq.
FREEMAN MATHIS & GARY, LLP
Attorney for Defendants OCEANFRONT RECOVERY, LLC and ROBERT HILLIS