

AMENDMENT TO CLASS AND PAGA SETTLEMENT AGREEMENT

This Amendment to the Class and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiff Johnny Garcia (“Plaintiff”), on behalf of all current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California at any time during the Class Period, on the one hand, and Defendant Win-Dor, Inc. (“Defendant”), on the other hand, with regard to the case entitled *Johnny Garcia v. Win-Dor, Inc.*, Orange County Superior Court, Case No. case number 30-2022-01290278-CU-OE-CXC, hereinafter collectively referred to as (the “Action” or “Litigation”). Plaintiff and Defendant are collectively referred to as “the Parties.”

This Amendment is made in accordance with Paragraph 12.9 (“Modification of Agreement”) of the Class and PAGA Settlement Agreement, which states: “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 approval by the Court.”

PROVISIONS

1. Terms used in this Amendment are as defined in the Class and PAGA Settlement Agreement (“Agreement”).
2. The Parties have met and conferred and stipulate to the following modifications to the Agreement:
 - a. **Paragraph 1.46. shall be revised to state the following:** ““Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.”
 - b. **Paragraph 7.4.4. shall be revised to state the following:** “The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.”
 - c. **Paragraph 7.5.1. shall be revised to state the following:** “Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email, fax, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). The Class Notice

shall contain an Exclusion Form substantially in the form attached hereto as Exhibit B, subject to modification by the Court. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.”

- d. **Paragraph 7.6. shall be revised to state the following:** “**Challenges to Calculation of Workweeks.** Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Class Notice shall contain a Workweek Dispute Form substantially in the form attached hereto as **Exhibit C**, subject to modification by the Court. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination the challenges. Although the settlement administrator may make the initial decision regarding disputes pertaining to the calculation of workweeks, the Court may review any decision made by the settlement administrator regarding a dispute pertaining to the calculation of workweeks.”
- e. **Paragraph 7.7.2. shall be revised to state the following:** “Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator’s mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).”
- f. **Paragraph 7.8.1. shall be revised to state the following:** The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Operative Complaint, PAGA Notice Letter, Settlement Agreement and any Amendments, Class Notice and all included forms, Orders Granting Preliminary and Final Approval, and Judgment. The Administrator will post the Judgment for at least 180 days. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

PLAINTIFF

Dated: 02 / 09 / 2024



Plaintiff Johnny Garcia

DEFENDANT WIN-DOR, INC.

Dated: _____

By: _____

Title: _____

Approved as to Form and Content:

Dated: February 13, 2024



Zachary Crosner, Crosner Legal, P.C.
Attorneys for Plaintiff

Dated: _____

Eric T. Angel, Jackson Lewis, PC
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

PLAINTIFF

Dated: _____

Plaintiff Johnny Garcia

DEFENDANT WIN-DOR, INC.

Dated: 2/5/24

By: [Signature]

Title: President

Approved as to Form and Content:

Dated: _____

Zachary Crosner, Crosner Legal, P.C.

Attorneys for Plaintiff

Dated: February 5, 2024

[Signature]

Eric T. Angel, Jackson Lewis, PC

Attorneys for Defendant

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