

**AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND
CLASS NOTICE**

This Amendment to the Class Action and PAGA Settlement Agreement and Class Notice (“**Amendment**”) is made by and between Plaintiff Jamal Ali (“**Plaintiff**”) on behalf of all current and former non-exempt employees who worked either directly or via a staffing agency for Diesel Direct West, LLC (“**Defendant**”) at any location in California during the Class Period, on the one hand, and Defendant, on the other hand, with regard to the case entitled *Jamal Ali v. Diesel Direct West, LLC*, Alameda Superior Court Case No. 23CV031181. 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 Action and PAGA Settlement Agreement and Class Notice (“**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 Agreement.
2. The Parties have met and conferred and stipulate to revise Paragraph 5.3 of the Agreement as follows:

“Release by LWDA: The LWDA, through Plaintiff, its authorized agent, is 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 in the PAGA Notice, including, without limitation: **(a)** failure to pay wages; **(b)** failure to furnish itemized wage statements; **(c)** failure to timely pay all wages due upon separation of employment; **(d)** failure to reimburse business expenses; **(e)** failure to keep accurate records; **(f)** failure to pay overtime; **(g)** failure to provide meal periods; **(h)** failure to provide rest periods; **(i)** failure to pay statutory wages; **(j)** refusal to pay wages due; **(k)** failure to provide standard conditions of labor; **(l)** unlawful deductions; **(m)** failure to pay reporting time pay; **(n)** failure to provide paid sick leave; **(o)** failure to provide supplemental paid sick leave; **(p)** failure to pay vested vacation and/or paid time off; **(q)** unlawful agreements; and **(r)** unlawful criminal inquiries during the PAGA Period. The LWDA, through Plaintiff, only releases these claims for the PAGA Period.”

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

PLAINTIFF

Dated: 08 / 19 / 2025



Plaintiff Jamal Ali

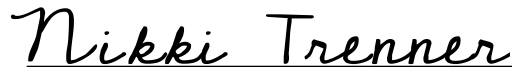
DEFENDANT DIESEL DIRECT WEST, LLC

Dated: _____

By: _____
Tim Johnson, SVP

Approved as to Form and Content:

Dated: August 19, 2025



Nikki Trenner, Crosner Legal, P.C.
Attorneys for Plaintiff

Dated: _____

Jeremy Millstone, Of Counsel
Peterson Watts Law Group, LLP
Attorneys for Defendant

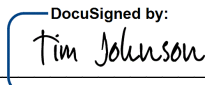
PLAINTIFF

Dated: _____

Plaintiff Jamal Ali

DEFENDANT DIESEL DIRECT WEST, LLC

Dated: 8/18/2025

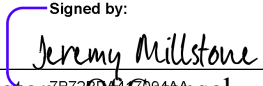
By: 
Tim Johnson, SVP

Approved as to Form and Content:

Dated: _____

Nikki Trenner, Crosner Legal, P.C.
Attorneys for Plaintiff

Dated: 8/18/2025


Jeremy Millstone, Of Counsel
Peterson Watts Law Group, LLP
Attorneys for Defendant