

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

Plaintiff Modesto Zepeda ("Plaintiff") and Defendant Restaurant Technologies, Inc. ("Defendant"), by and through their respective counsel, hereby agree to modify the Class Action and PAGA Settlement Agreement and Class Notice ("Agreement"), in the lawsuit captioned *Modesto Zepeda v. Restaurant Technologies, Inc.*, Case No. 23STCV10286, as follows:

All terms defined in section I of the Agreement, in addition to the other terms defined in the Agreement, shall have the same meaning, force, and effect in this Addendum.

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

1. In Paragraph 8, the following clause is added: "If the total number of workweeks worked by Class Members during the Class Period exceeds 14,211 by more than 10% (i.e., if the total is greater than 15,632 workweeks), then the parties agree to a pro-rata increase of \$12.50 per workweek above the 10% threshold."

DATED: January 22, 2024

By: _____


Counsel for Plaintiff, MODESTO
ZEPEDA

Marcus J. Bradley
Kiley L. Grombacher
BRADLEY/GROMBACHER, LLP

DATED: January 22, 2024

By: _____


Counsel for Defendant, RESTAURANT
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Alexander Hernaez
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