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Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARK SEGURA, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

v.

AIRTECH INTERNATIONAL, INC., a
California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 30-2025-01483935-CU-OE-CXC

Assigned for All Purposes to:
Honorable David A. Hoffer
Department CX-103

CLASS ACTION

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

Complaint Filed: May 19, 2025
FAC Filed: January 6, 2026
Trial Date: None Set

1 This Amendment to the Class Action and PAGA Settlement is entered into by Plaintiff
2 Mark Segura (“Plaintiffs”) and Defendant Airtech International, Inc. (“Defendant”).

3 **RECITALS**

4 1. On February 23, 2026, the Parties fully executed the Class Action and PAGA
5 Settlement Agreement (“Settlement Agreement”) representing the long-form agreement
6 submitted to the Court for approval.

7 2. On March 4, 2026, Plaintiff submitted the Settlement Agreement to the Court
8 for preliminary approval that was set to be heard on June 15, 2026.

9 3. On June 12, 2026, the Court issued a tentative ruling ordering the Parties to
10 modify portions of the Settlement Agreement (and exhibits) and continued the Preliminary
11 Approval Hearing to October 26, 2026.

12 4. Thereafter, the Parties met and conferred and agreed to modify certain portions
13 of the Settlement Agreement (and exhibits) consistent with the Court’s order and hereby submit
14 this Amendment to the Class Action and PAGA Settlement Agreement.

15 **STIPULATION**

16 **1. Section E(3)(a) previously read as follows:**

17 The Released PAGA Claims include: (i) Failure to provide or pay premium payments
18 for meal periods (see Labor Code sections 204, 223, 226.7, 512, 1194, 1197, 1198; IWC Wage
19 Order Nos. 1-2001 and 4-2001, section 11); (ii) Failure to authorize and permit or pay premium
20 payments for rest periods (see Labor Code sections 204, 223, 226.7, 512, 1198; IWC Wage
21 Order Nos. 1-2001 and 4-2001, section 12); (iii) any and all claims involving any alleged
22 failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate
23 “all hours worked” (see Labor Code sections 221, 223, 510, 1194, 1197, 1198; IWC Wage
24 Order Nos. 1-2001 and 4-2001, sections 3-4); (iv) Failure to pay wages due to discharged and
25 quitting employees (see Labor Code sections 201-203); (v) Failure to timely pay wages during
26 employment (see Labor Code section 204); (vi) Failure to provide accurate, itemized wage
27 statements (see Labor Code section 226(a)); (vii) Failure to reimburse business expenses (see
28 Labor Code sections 2800-2802); (viii) Failure to pay sick pay (see Labor Code section 246);

1 and (ix) Failure to maintain records (see Labor Code section 1174(d)).

2 **Section E(3)(a) shall now read as follows:**

3 The Released PAGA Claims include: (i) Failure to provide or pay premium payments
4 for meal periods (see Labor Code sections 204, 226.7, 512, 1194, 1197, 1198; IWC Wage
5 Order Nos. 1-2001 and 4-2001, section 11); (ii) Failure to authorize and permit or pay premium
6 payments for rest periods (see Labor Code sections 204, 226.7, 512, 1198; IWC Wage Order
7 Nos. 1-2001 and 4-2001, section 12); (iii) any and all claims involving any alleged failure to
8 pay minimum wage, overtime, or other amounts of wages for failing to compensate “all hours
9 worked” (see Labor Code sections 221, 510, 1194, 1197, 1198; IWC Wage Order Nos. 1-2001
10 and 4-2001, sections 3-4); (iv) Failure to pay wages due to discharged and quitting employees
11 (see Labor Code sections 201-203); (v) Failure to timely pay wages during employment (see
12 Labor Code section 204); (vi) Failure to provide accurate, itemized wage statements (see Labor
13 Code section 226(a)); (vii) Failure to reimburse business expenses (see Labor Code sections
14 2800-2802); (viii) Failure to pay sick pay (see Labor Code section 246); and (ix) Failure to
15 maintain records (see Labor Code section 1174(d)).

16 **2. Section G(4)(c) previously read as follows:**

17 Using best efforts to perform as soon as possible and no later than fourteen (14)
18 calendar days after receiving the Class Data, the Administrator will send to all the Class
19 Members identified in the Class Data the Notice Packet via first-class USPS mail. Before
20 mailing the Notice Packets, the Administrator shall update the addresses of the Class Members
21 using the NCOA.

22 **Section G(4)(c) shall now read as follows:**

23 Using best efforts to perform as soon as possible and no later than fourteen (14)
24 calendar days after receiving the Class Data, the Administrator will send to all the Class
25 Members identified in the Class Data the Notice Packet via first-class USPS mail. Before
26 mailing the Notice Packets, the Administrator shall update the addresses of the Class Members
27 using the NCOA. The Parties agree that based on Defendant’s records, as well as the general
28

1 background demographics of the Class Members, that the Notice Packet only needs to be sent
2 out in English, without need for a translation to Spanish or any other language.
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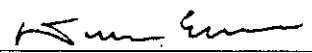
Dated: 07/13/2026

MARK SEGURA



Dated: 7-17-2026

AIRTECH INTERNATIONAL, INC.

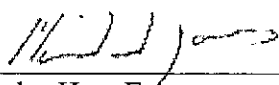


Name: Dawn Carson
Title: Firm Director

APPROVED AS TO FORM

Dated: 07/13/2026

JUSTICE LAW CORPORATION



Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Michael Jones, Esq.
Attorneys for Plaintiffs

Dated: 7/17/26

LITTLER MENDELSON, P.C.



Elizabeth Staggs Wilson, Esq.
Nathaniel Jenkins, Esq.
Attorneys for Defendant

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mhong@justicelawcorp.com

On July 17, 2026, I served the foregoing document described as

AMENDMENT TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Segura v. Airtech International, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-1143046-25**
Court Case No.: 30-2025-01483935-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 17, 2026, at Pasadena, California.



Mandy Hong