

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Section 12.10 of the Class Action and PAGA Settlement Agreement (“Agreement”), this Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiff Celine Ponce (“Plaintiff”) and Defendants CH2M Hill Engineers, Inc., Jacobs Engineering Group Inc., Jacobs Solutions Inc., and Jacobs Project Management Co. (collectively “Defendants”), through their respective counsel of record. The Agreement is amended as follows:

- 1.24 “Gross Settlement Amount” means Eight Million Five Hundred Thousand Dollars and Zero Cents (\$8,500,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Section 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administrator’s Expenses. Defendants shall pay employer-side payroll taxes with funds separate from and in addition to the Gross Settlement Amount.
- 1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 3.1 Gross Settlement Amount. Except as otherwise provided by Section 8 below, Defendants promise to pay Eight Million Five Hundred Thousand Dollars and Zero Cents (\$8,500,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. Defendants shall pay employer-side payroll taxes with funds separate from and in addition to the Gross Settlement Amount.
8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records, Defendants estimate that, as of the date of the second mediation, there are 999 Class Members who collectively worked a total of 80,470 Workweeks during the Class Period, and 696 Aggrieved Employees who worked a total of 18,740 PAGA Periods. If, at the end of the Class Period, the actual total workweeks worked by Class Members during the Class Period exceeds 85,000 total workweeks (i.e., approximately 5.63%), Defendants, at their sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for those workweeks worked in excess of 85,000 total workweeks (*e.g.*, if the number of workweeks increase by approximately 6.63%, Defendants shall increase the Gross Settlement Amount by 1%) (the “Escalator Clause”) or (ii) elect to cut off the Class Period and the PAGA Period as of the date the total workweeks worked by Class Members during the Class Period does not exceed 85,000. Additionally, in the event Plaintiff does not file her Motion for Preliminary Approval by December 31, 2024, the Escalator Clause will increase from 85,000 to 90,000 workweeks. Defendants must notify Class Counsel of the

actual number of Workweeks during the Class Period no later than 28 days after this Class Action and PAGA Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants' Counsel, and, if this clause is triggered, Defendants must notify Class Counsel which option it chooses before Plaintiff files a Motion for Preliminary Approval.

These amendments to Sections 1.24, 1.26, 3.1, and 8 of the Agreement expressly supersede the original Sections 1.24, 1.26, 3.1, and 8 and are incorporated by reference in the Agreement.

Dated: December 20, 2024

MATERN LAW GROUP, PC



MATTHEW J. MATERN
MATTHEW W. GORDON
ERIN HUTCHINS
Attorneys for Plaintiff
CELINE PONCE

Dated: December 20, 2024

JACKSON LEWIS P.C.



MIA FARBER
LEONORA M. SCHLOSS
PAYAM MALAKOUTI
Attorneys for Defendants
CH2M HILL ENGINEERS, INC., JACOBS
ENGINEERING GROUP INC., JACOBS
SOLUTIONS INC., AND JACOBS
PROJECT MANAGEMENT CO.