

FIRST AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This First Amendment to the Class and PAGA Action Settlement Agreement executed by the Parties on December 19, 2024 and December 20, 2024 respectively, is made by and between Plaintiff RAMON ANDRADE ("Plaintiff") on his behalf, others similarly situated, and other aggrieved employees and between Defendant HARBOR TRUCK BODIES, INC. ("Defendant") (collectively Plaintiff and Defendant are referred as the "Parties"), who agree as follows:

RECITALS

- A. In December 2024, the Parties entered into a Class and PAGA Action Settlement Agreement ("Class/PAGA Settlement Agreement") related to the case entitled *Ramon Andrade as an individual and on behalf of all others similarly situated v. Harbor Truck Bodies, Inc., and DOES 1 through 50, inclusive*, filed on December 18, 2023, in Orange County Superior Court, Case Number: 30-2023- 01367894-CU-OE-CXC, which is incorporated herein by reference.
- B. On or about January 9, 2025, Plaintiff filed a Motion for Preliminary Approval of the Class/PAGA Settlement Agreement referenced above.
- C. On or about May 15, 2025, the Court ordered the Parties to amend the Class/PAGA Settlement Agreement to address various of the Court's concerns prior to receiving approval of the settlement.
- D. The Parties now desire to amend the Class/PAGA Settlement Agreement as provided herein, in accordance with the Court's directive.

AGREEMENT

The Class/PAGA Settlement Agreement is hereby amended as follows:

1. **Section 1.42 "Released Class Claims"** is amended to insert the word "reasonably" after the word "could" and before "have been asserted" in the second sentence, and the phrase "in the Operative Complaint" inserted after the word "alleged" and before "for." Section 1.42 is amended to now read:

"Released Class Claims" means the claims released by the Participating Class Members, in consideration for their share of the Individual Class Payment. The Released Class Claims are all claims asserted in the Operative Complaint and any other claims that could reasonably have been asserted in the Action based on the facts alleged in the Operative Complaint for: (1) failure to provide legally compliant rest breaks; (2) failure to provide legally compliant meal breaks; (3) failure to provide overtime wages; (4) underpayment of wages including, but not limited to, failure to pay all wages earned at the correct rate of pay, failure to pay at least minimum wage and vacation pay; (5) failure to reimburse for necessary business expenses; (6) failure to maintain and produce accurate pay stubs/earning statements; (7) failure to timely pay all wages upon separation of employment; (8) failure to pay sick pay; (9) unlawful discrimination/termination in violation

of Labor Code §1102.5; (10) failure to accurately pay COVID-19 Supplemental Sick Leave pay; (11) failure to provide suitable seating; and (12) violation of Business & Professions Code §17200, et seq. Inclusively, the Released Class Claims also includes claims within the Class Period for violations of the following California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 246, 246.5, 248.1, 248.2, 248.6, 432, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2802 and the applicable Wage Order(s).”

2. **Section 1.43 “Released PAGA Claims”** is amended to comply with the Court’s request that the PAGA release not release more than the civil penalties available under PAGA based upon the facts alleged in the operative complaint and the notice letter to the LWDA (which is attached as Exhibit B to the Operative Complaint). Section 1.43 is amended to now read:

“Released PAGA Claims” means the claims released by the LWDA and Aggrieved Employees, in consideration for their receipt of the PAGA Penalties. The Released PAGA Claims are all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq. based on, or arising out of, alleged violations of the following Labor Code sections which are expressly identified in the PAGA Notice (defined under section 1.37) attached as Exhibit B to the Operative Complaint: 98.6, 201, 202, 203, 204, 205, 206.5, 210, 216, 218.5, 221, 223, 225.5, 226., 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 245, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 351, 510, 511, 512, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199.5, 2350, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 3073.6, 6310, 6311, and 6400.”

3. **Section 1.44 “Released Parties”** is amended to comply with the Court’s concern regarding the Released Parties’ language being overbroad and/or ambiguous in part. Section 1.44 is amended to now read:

“Released Parties” means Defendant and each of its former and present directors, officers, shareholders, members, owners, current and former employees, Defendant’s attorneys (Fisher & Phillips, LLP), Defendant’s insurer Philadelphia Indemnity Insurance Company, Defendant’s predecessors, successors in interest and any entity which may be deemed to be a joint employer with Defendant or jointly liable with Defendant.”

4. **Section 1.47 “Response Deadline”** is amended to comply with the Court’s request that section 1.47 also include the deadline for submitting disputes. Section 1.47 is now amended to read:

“Response Deadline” means sixty (60) days after the Administrator mails the Notice Packet to the Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, (b) fax, email or mail his, her, or their Objection to the Settlement, or (c) to submit their dispute to the settlement agreement. 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.”

5. **Section 3.2.1. “To Plaintiff”** deletes “and a Civil Code section 1542 waiver and release of all known and unknown claims by Plaintiff” in compliance with the Court’s request. Section 3.2.1. is now amended to read:

“**Section 3.2.1. To Plaintiff:** In consideration for Plaintiff’s participation in and assistance in the Action he will receive, subject to court approval, a Class Representative Service Payment of not more than \$5,000.00 (in addition to any Individual Class Payment and Individual PAGA Payment to which the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment so long as it does not exceed the \$5,000 requested in this paragraph. Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to Plaintiff for the unapproved amount. The Administrator will issue an IRS form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding Plaintiff any particular amount for the Class Representative Service Payment.”

6. **Section 3.2.3. “To the Administrator”** is amended to correct the Administrator expenses consistent with the Administrator invoice. Section 3.2.3 is amended to now read:

“**Section 3.2.3 To the Administrator.** An Administration Expenses Payment to the Administrator not to exceed \$8,600.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payments are less or the Court approves payment less than \$8,600.00 the unapproved amount will be added to the Net Settlement Amount and none of the Released Parties shall be liable to the Administrator for the unapproved amounts. The Administrator assumes full responsibility and liability for taxes owed on the Administration Expenses Payment and agrees to hold Released Parties harmless, and to indemnify the Released Parties. This Agreement is not contingent upon the Court awarding the Administration Expenses Payment in the amount requested in this paragraph.”

7. **Section 8.4.4 “Challenges to Calculation of Workweeks or PAGA Pay Periods”** is amended to comply with the court’s request that the phrase “and/or Pay Periods” be inserted after “Workweeks” and before “contained” in the fourth sentence of paragraph 8.4.4. Section 8.8.4 is now amended to read:

“**Section 8.4.4. Challenges to Calculation of Workweeks or PAGA Pay Periods.** 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/or the PAGA Pay Periods (if any) allocated to the Class Member in the Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. 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 Notice are correct so long as they are consistent with the Class and Aggrieved Employee Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class and PAGA Counsel and the Administrator's determination of the challenges. The Court will have the final say regarding any disputes as to the challenge of any class members."

8. Except for the terms in this First Amendment to the Class and PAGA Settlement, the remaining provisions of the Class and PAGA Settlement Agreement shall be unaffected and remain in full force and effect. This Amendment to the Class and PAGA Settlement, along with the Class and PAGA Settlement Agreement shall be treated as one single agreement.

This First Amendment is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

Dated: August 15, 2025

By: Ramon Andrade
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: August 18, 2025

By: Ken Lindt
Name: Ken Lindt

Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

APPROVED AS TO FORM:

Dated: August 15, 2025

LAW OFFICES OF FARRAH MIRABEL

By: Farrah Mirabel

Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Dated: August 15, 2025

EMPLOYMENT RIGHTS LAWYERS, APC

By: Amir Seyedfarshi
Amir Seyedfarshi

Attorneys for Plaintiff, Class, LWDA and Aggrieved Employees

Dated: August 18, 2025

FISHER & PHILLIPS LLP

By: 

Lizbeth Ochoa

Attorneys for Defendant Harbor Truck Bodies, Inc.