

SECOND AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Second 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. In response, the Parties entered a First Amendment to Class and PAGA Action Settlement Agreement respectively on August 15, 2025 and August 18, 2025 ("First Amendment").
- D. Following execution of the First Amendment, the Parties submitted for Court approval the Class/PAGA Settlement Agreement and First Amendment. Following the Court's review of the First Amendment, the Court requested additional changes as a condition of approving the Settlement.
- E. The Parties now desire to amend the Class/PAGA Settlement Agreement and First Amendment as provided herein, in accordance with the Court's directive.

AGREEMENT

The Class/PAGA Settlement Agreement and First Amendment is hereby amended as follows only:

1. **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 the 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 Labor Code sections alleged in the Operative Complaint and expressly identified in the PAGA Notice (defined under section 1.37 of the Class and PAGA Action Settlement Agreement) dated December 6, 2023 attached as Exhibit B to the Operative Complaint.

2. **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, and Defendant's predecessors and successors in interest."

3. **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 by fax, email or mail. 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."

4. **Section 3.2.1. "To Plaintiff"** reduces the enhancement award to from \$5000 to \$2,500 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 \$2,500.00 (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 \$2,500. 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."

5. **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 and/or Pay periods (if any) 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.”

6. **Section 3.2.2 “To Class and PAGA Counsel”** is amended to comply with the court’s request that requires attorney fees up to 30% and not 33.33%.

Section 3.2.2. To Class and PAGA Counsel: A Class and PAGA Counsel Fees Payment of not more than 30%, which is currently estimated to be \$135,000.00, and a Class and PAGA Counsel Litigation Expenses Payment of not more than \$9,584.75. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and Class and PAGA Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class and PAGA Counsel Fees Payment and/or a Class and PAGA Counsel Litigation Expenses Payment less than the amounts requested, the unapproved amounts will be added to the Net Settlement Amount and none of Released Parties will be liable to the Class and PAGA Counsel for the unapproved amounts. Further, this Agreement will remain binding on the Parties. The Released Parties shall have no liability to Class and PAGA Counsel or any other Plaintiff’s Counsel arising from any claim to any portion of the Class and PAGA Counsel Fee Payment and/or Class and PAGA Counsel Litigation Expenses Payment. The Administrator will pay the Court approved Class and PAGA Counsel Fees Payment and Class and PAGA Counsel Expenses Payment from the Gross Settlement Amount and issue one or more IRS 1099 Forms. Class and PAGA Counsel assume full responsibility and liability for taxes owed on the Class and PAGA Counsel Fees Payment and the Class and PAGA Counsel Litigation Expenses Payment and agree to hold Released Parties harmless, and to indemnify the Released Parties, from any dispute or controversy regarding any division or sharing of any of the Payments in this paragraph or from tax liability. This Agreement is not contingent upon the Court awarding Class and PAGA Counsel the amounts requested in this paragraph.

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

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

Dated: February 16, 2026

By: Ramon Andrade
Ramon Andrade, Plaintiff

Dated: February 17, 2026

HARBOR TRUCK BODIES, INC.
By: Ken Lindt
Name: Ken Lindt
Title: Authorized Representative of Defendant Harbor Truck Bodies, Inc.

APPROVED AS TO FORM:
Dated: February 16, 2026

LAW OFFICES OF FARRAH MIRABEL

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Dated: February 17, 2026

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Dated: February 17, 2026

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