

THIRD AMENDMENT TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Third 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. In response to the Court's requested changes, the Parties entered into a Second Amendment to Class and PAGA Action Settlement respectively on February 16, 2026 and February 17, 2026.
- E. Following the Court's review of the Second Amendment, the Court requested additional changes as a condition of approving the Settlement. The Parties now desire to amend the Class/PAGA Settlement Agreement, First Amendment and Second Amendment as provided herein, in accordance with the Court's directive.

AGREEMENT

The Class/PAGA Settlement Agreement, First Amendment and Second Amendment are 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 the language requested by

the Court:

"Released PAGA Claims" means 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 the facts alleged in the Operative Complaint and the PAGA Notice (defined under section 1.37 of the Class and PAGA Action Settlement Agreement)."

2. **Section 1.44 "Released Parties"** is amended to comply with the Court's concern regarding a stray parenthesis in paragraph 2, section 1.44. 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. Except for the terms in this Third Amendment to the Class and PAGA Settlement, the remaining provisions of the Class and PAGA Settlement Agreement, First Amendment and Second Amendment shall be unaffected and remain in full force and effect. This Third Amendment to the Class and PAGA Settlement, along with the First Amendment and Second Amended to the Class and PAGA Settlement Agreement, shall be treated as one single agreement.

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

Dated: June _____, 2026

By: _____
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: June 19, 2026

By: Kew Lin
Name: Kew Lin

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

APPROVED AS TO FORM:

Dated: June _____, 2026

LAW OFFICES OF FARRAH MIRABEL

By: _____
Farrah Mirabel
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: June _____, 2026

EMPLOYMENT RIGHTS LAWYERS, APC

By: _____
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: June 19, 2026

FISHER & PHILLIPS LLP


By: _____
Lizbeth Ochoa
Attorneys for Defendant Harbor Truck Bodies, Inc.

the Court:

"Released PAGA Claims" means 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 the facts alleged in the Operative Complaint and the PAGA Notice (defined under section 1.37 of the Class and PAGA Action Settlement Agreement)."

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

Dated: June 18, 2026

By: Ramon Andrade
Ramon Andrade, Plaintiff

HARBOR TRUCK BODIES, INC.

Dated: June _____, 2026

By: _____

Name: _____

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

APPROVED AS TO FORM:

Dated: June 18, 2026

LAW OFFICES OF FARRAH MIRABEL

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

Dated: June 18, 2026

EMPLOYMENT RIGHTS LAWYERS, APC

By: Amir Seyedfarshi
Amir Seyedfarshi
Attorneys for Plaintiff, Class, LWDA and
Aggrieved Employees

Dated: June _____, 2026

FISHER & PHILLIPS LLP

By: _____
Lizbeth Ochoa
Attorneys for Defendant Harbor Truck Bodies, Inc.