

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Isidro Gomez v. Quick Crete Products Corp
Superior Court of the State of California, County of Orange
30-2023-01355638-CU-OE-CXC

This First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (“First Amendment”) is made by and between the Named Plaintiff and Defendant (the “Parties”) and enumerates all amended terms of the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement Agreement”).

All other provisions of the Settlement Agreement are incorporated by this reference as if set forth fully herein, and this First Amendment shall not be deemed a waiver by any party of any provisions, conditions, obligations, or rights otherwise available under the Settlement Agreement.

RECITALS

WHEREAS, on or around September 11, 2025, the Parties fully executed the Settlement Agreement, and Plaintiff shortly submitted a Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement to the Superior Court of the State of California, County of Orange (the “Court”);

WHEREAS, on or around February 26, 2026, the Court issued a Minute Order noting several issues in the original Settlement Agreement and continued the initial hearing so that the Parties may remedy those issues;

Whereas, the Parties now execute this First Amendment that directly addresses those issues.

A. AMENDMENTS MADE TO THE SETTLEMENT AGREEMENT

1. Section 1.40 of the Settlement Agreement is hereby amended to revise the definition of “Released Parties” as follows:

“Released Parties” means: Defendant and Defendant's past, present, and future officers, directors, shareholders, owners, investors, partners, members, agents, principals, and its respective successors and predecessors in interest, assigns, subsidiaries, affiliates, and parents, if any.

2. Section 1.42 of the Settlement Agreement is hereby amended to revise the definition of “Response Deadline” as follows:

“Response Deadline” means sixty (60) days after the Administrator mails the Notice to 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 Class portion of

the Settlement; (b) fax, email, or mail objections to the Settlement; or (c) fax, email, or mail disputes regarding Workweeks and/or Pay Periods. The Response Deadline for Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable shall be extended by fourteen (14) calendar days beyond the original Response Deadline.

3. Section 5.2 of the Settlement Agreement is hereby amended to revise the “Release by Participating Class Members” as follows:

Release by Participating Class Members: The claims released by Class Members, other than those who submit requests for exclusion, as against the Released Parties are all claims that were alleged, or reasonably could have been alleged, based on the facts alleged in the Third Amended Complaint in the Action during the Class Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’

4. Section 5.3 of the Settlement Agreement is hereby amended to revise the “Release by Aggrieved Employees” as follows:

Release by Aggrieved Employees: The claims released by Aggrieved Employees as against the Released Parties are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Third Amended Complaint in the Action and Plaintiff’s PAGA Notices during the PAGA Period.

5. Section 7.4.4 of the Settlement Agreement is hereby amended to revise the Response Deadline as follows:

The deadlines for Class Members’ written objections, challenges to Workweeks and/or pay periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notices are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6. Section 7.5.1. of the Settlement Agreement is hereby amended to revise the Response Deadline as follows:

Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Class portion of the Settlement and includes the Class Member’s

name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7. Section 7.5.2 of the Settlement Agreement is hereby amended to provide that the Court retains final authority regarding Requests for Exclusion, as follows:

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. Although the Administrator may make the initial decisions regarding Requests For Exclusion, the Parties shall file with the Court all Requests For Exclusion and the Court may review any such decisions made by the Administrator.

8. Section 7.6 of the Settlement Agreement is hereby amended to revise the Response Deadline and to provide that the Court retains final authority regarding Disputes as follows:

Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class 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 Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although Defendant shall retain the right to correct erroneous Class Data if subsequently discovered), but a Class Member whose Workweek and/or Pay Period challenge is rejected by the Administrator may present the same evidence supporting the Workweek and/or Pay Period challenge to the Court for review. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. Although the Administrator may make the initial decisions regarding Disputes, the Parties shall file with the Court all Disputes and the Court may review any such decisions made by the Administrator.

9. Section 7.7.2. of the Settlement Agreement is hereby amended to revise the Response Deadline as follows:

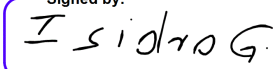
Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

10. Section 8.1 of the Settlement Agreement is hereby amended to revise the escalator clause as follows:

Increase in Workweeks. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than fifteen percent (15%), or totals more than forty nine thousand four hundred and fifty (49,450) Workweeks, then Defendant shall have to pay a pro rata increase in the Gross Settlement Amount equal to the percentage increase in the number of Workweeks worked by Class Members during the Class Period above fifteen percent (15%) (e.g., if the number of workweeks increases by sixteen percent (16%), then the Gross Settlement Amount will increase by one percent (1%)).

-IT IS HEREBY AGREED.

PLAINTIFF Isidro Gomez

Signed by:

By 513AC9B519BC4CC...

Dated: 4/23/2026

DEFENDANT Quick Crete Products Corp.

Dated: _____

By _____
Name:
Title:

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-IT IS HEREBY AGREED.

PLAINTIFF Isidro Gomez

By _____

Dated: _____

DEFENDANT Quick Crete Products Corp.

Dated: 4/29/2026

DocuSigned by:

By _____
Name: Rick Crook
Title: CEO

APPROVED AS TO FORM:

Dated: 4/24/2026

MOON LAW GROUP, PC

By 

Kane Moon

Attorneys for Plaintiff

APPROVED AS TO FORM:

Dated: _____

NEWMYER DILLION LLP

By _____
Jason L. Morris

Attorney for Defendant

APPROVED AS TO FORM:

Dated: _____

MOON LAW GROUP, PC

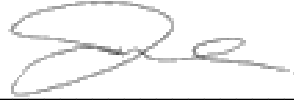
By _____
Kane Moon

Attorneys for Plaintiff

APPROVED AS TO FORM:

Dated: April 23, 2026

NEWMeyer DILLION LLP

By  _____
Jason L. Morris

Attorney for Defendant