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ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Addendum to the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ("Agreement") ("Addendum") is made by and between Plaintiff Estevon Maciel Hernandez ("Plaintiff"), on behalf of himself and the putative class, and Defendant Accelerated Construction & Metal, LLC ("Defendant"). Plaintiff and Defendant are collectively referred to as the "Parties" and individually as the "Party."

RECITALS AND AGREEMENTS

The Settlement Agreement. The Parties entered into the Agreement on or around March 23, 2026, in the case captioned *Estevon Maciel Hernandez v. Accelerated Construction & Metal, LLC*, Case No. CV-24-002516 in the Stanislaus County Superior Court (the "Action"). The Parties hereby enter into this Addendum to modify the terms of the Agreement.

Modifications to Agreement. The Parties agree to modify Sections 1.41, 2.3, 5.2, and 5.3 of the Agreement to clarify the scope of class and Private Attorneys General Act ("PAGA") claims released by the Agreement, in compliance with the Court's order granting preliminary approval dated June 24, 2026.

Section 1.41 of the Agreement is hereby revised and shall read as follows:

> 1.41 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below. The Released Class Claims are those that accrued during the Class Period.

Section 2.3 of the Agreement is hereby revised and shall read as follows:

> 2.3 Notwithstanding the foregoing and in the interest of avoiding further litigation, the Parties desire to fully and finally settle all class claims arising during the Class Period and all PAGA claims arising during the PAGA Period that were pleaded or that reasonably could have been pleaded in the Operative Class Complaint, the Operative PAGA Complaint, and/or the PAGA Notice.

Section 5.2 of the Agreement is hereby revised and shall read as follows:

> 5.2 Released Class Claims: All Participating Class Members, to the maximum extent permitted by the law, fully waive, discharge, and release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, in the Operative Class Complaint based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act asserted therein, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law ("Released Class Claims"). The Released Class Claims specifically include, but are not limited to: (1) failure to pay all minimum and straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods or pay premium wages in lieu thereof; (4) failure to authorize and permit rest periods or pay premium wages in lieu thereof; (5) failure to

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indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide itemized wage statements; (8) all related violations of California's Unfair Competition Law ("UCL"), Bus. & Prof. Code § 17200, *et seq.*; and (9) interest, fees, and costs. The enumeration of these specific violations shall neither enlarge nor narrow the scope of res judicata based on the claims that were or reasonably could have been alleged in the Operative Class Complaint. The Released Class Claims are those that accrued during the Class Period. Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed and that their Individual Class Payment constitutes payment of all sums allegedly due to them as a result of the Class Action. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Class Payment.

Section 5.3 of the Agreement is hereby revised and shall read as follows:

5.3 Released PAGA Claims: Plaintiff acting as a proxy for the LWDA shall agree to release any and all claims for PAGA civil penalties arising during the PAGA Period that are alleged, or reasonably could have been alleged, in the Operative PAGA Complaint and the PAGA Notice, based on the facts asserted therein, including Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, and 1198 ("Released PAGA Claims"). The Released PAGA Claims are those that accrued during the PAGA Period. Nothing in this release is intended to expand or narrow the scope of res judicata based on the facts and theories asserted in the Operative PAGA Complaint. The Released PAGA Claims do not release any Aggrieved Employee's individual claims for wages or damages, except to the extent such claims are otherwise released pursuant to Section 5.2 of the Agreement.

IT IS SO AGREED.

PLAINTIFF:

Dated: 11/16/2026, 2026

DocuSigned by:
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Estevon Maciel Hernandez

DEFENDANT:

Dated: 19 NOV, 2026

Accelerated Construction & Metal, LLC

By: Bruce C Elliott

Title: Owner