

AMENDMENT TO CLASS ACTION AND PAGA REPRESENTATIVE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Pursuant to Section 12, Paragraph 12.9, of the Class Action and Representative PAGA Settlement Agreement and Release of Claims (“Agreement”) between Plaintiff Jesse Crowell (“Plaintiff” or “Class Representative”) as an individual and on behalf of all others similarly situated, and Defendant Pentair Commercial Services, LLC f/k/a Ken’s Beverage, Inc. (hereafter “Defendant”) (collectively, the “Parties”), subject to the terms and conditions herein and the Court’s approval. Pursuant to this Amendment to the Class Action and Representative PAGA Settlement Agreement and Release of Claims (“Amendment”), the following paragraphs of the Agreement are hereby amended as follows:

1. DEFINITIONS.

1.6 “Class Counsel” means Emil Davtyan, Esq., David Yeremian, Gregg Lander, Esq., Vanessa M. Ruggles, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq., of D.Law, Inc

1.8. “**Class Data**” means Class Member identifying information in Defendant’s possession including each Class Member’s name, last-known mailing address, last-known email address (where available), Social Security number, number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

1.43 “Response Deadline” means the date sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days after the Response Deadline has expired to submit Requests for Exclusion and/or Objections to the Settlement.

7. SETTLEMENT ADMINISTRATION

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fifteen (15) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail and via email, where email addresses are available, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.4 The deadlines for Class Members' written Objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional fifteen (15) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, mail, or email, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter or email from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from 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, postmarked, or emailed by the Response Deadline. The date of the fax, postmark, or email shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

7.6 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fifteen (15) 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, mail, or email. 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 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination with respect to such challenges. The Administrator shall notify each Class Member who submitted a challenge to the number of Class Workweeks and/or PAGA Pay Periods of its determination as to the Workweeks and/or PAGA Pay Periods dispute.

7.7.2 Participating Class Members may send written Objections to the Administrator, by fax, mail, or email. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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 fifteen (15) days for Class Members whose Class Notice was re-mailed). The date of the fax, postmark, or email shall be the exclusive means to determine whether an Objection has been timely submitted.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
450 N Brand Blvd., Ste. 840
Glendale, CA 91203
Tel.: (818) 962-6465
Email: m.manus@d.law

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: 9/25/2025

Signed by:


Plaintiff Jesse Crowell

Dated: _____

Defendant Pentair Commercial Services, LLC

Print Name of Authorized Signatory

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To Plaintiff:

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Enoch J. Kim, Esq.
Marta Manus, Esq.
D.LAW, INC.
450 N Brand Blvd., Ste. 840
Glendale, CA 91203
Tel.: (818) 962-6465
Email: m.manus@d.law

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _____

Dated: 10/27/25

Plaintiff Jesse Crowell

Joe Johnson

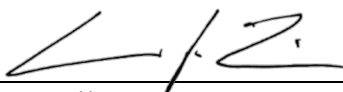
Defendant Pentair Commercial Services, LLC

Joe Johnson

Print Name of Authorized Signatory

D. LAW, INC.

Dated: October 3, 2025



Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff Jesse Crowell

SHOOK, HARDY & BACON, LLP

Dated: _____

Christopher J. Kondon, Esq.
Saman M. Rejali, Esq.
Attorneys for Defendant

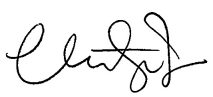
D. LAW, INC.

Dated: _____

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff Jesse Crowell

SHOOK, HARDY & BACON, LLP

Dated: 10/27/2025



Christopher J. Kondon, Esq.
Saman M. Rejali, Esq.
Attorneys for Defendant