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6 Attorneys for Plaintiff
JASON PEAVICH,
7 individually, and on behalf of all others similarly situated

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16 Attorneys for Defendant
LANGAN ENGINEERING AND
17 ENVIRONMENTAL SERVICES, INC.

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 COUNTY OF ALAMEDA

20
21 JASON PEAVICH, individually, on behalf of all
22 others similarly situated, and on behalf of the
State of California and other aggrieved persons,

23 *Plaintiff,*

24 v.

25 LANGAN ENGINEERING AND
26 ENVIRONMENTAL SERVICES, INC., a
corporation; and DOES 1 through 10, inclusive,

27 *Defendants.*
28

Case No. 23CV047567

**ADDENDUM TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

1 This ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
2 modifies the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT fully executed by
3 Plaintiff JASON PEAVICH and Defendant LANGAN ENGINEERING AND ENVIRONMENTAL
4 SERVICES, LLC f.k.a. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.
5 on June 25, 2024. The below sections of the CLASS ACTION AND PAGA SETTLEMENT
6 AGREEMENT have been modified to state the following.

7 **ARTICLE I**

8 **DEFINITIONS**

9 e. Class Counsel. “Class Counsel” shall mean Arrash T. Fattahi and Arman A. Salehi
10 of Wilshire Law Firm.

11 pp. Settled PAGA Claims. “Settled PAGA Claims” means all claims for PAGA penalties
12 during the PAGA Period based on the facts and theories asserted in the PAGA Notice, including, but
13 not limited to, alleged failure to pay for all hours worked, including minimum, straight time and
14 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure
15 to pay all earned wages twice per month, failure to maintain accurate records of hours worked and
16 meal periods, failure to timely pay all wages at termination, failure to furnish accurate wage
17 statements, failure to indemnify for necessary expenditures, and violations of California Labor Code
18 §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 1174, 1194, 1198, 2802, and Industrial Welfare
19 Commission Wage Orders.

20 **ARTICLE II**

21 **RECITALS**

22 d. Named Plaintiff and Defendant attended mediation with Monique Ngo-Bonnici on
23 March 22, 2024, after which the Parties reached the Agreement through acceptance of a Mediator’s
24 Proposal. The Parties agree that the terms and conditions of this Agreement are the result of lengthy,
25 intensive arms-length negotiations between the Parties supervised by an experienced employment
26 law mediator. The Parties agree that the Agreement is entered into in good faith as to each Class
27 Member, and the State of California on behalf of the PAGA Members, and that the Settlement is fair,
28

1 reasonable, and adequate as to each Class Member and the State of California on behalf of the PAGA
2 Members.

3 **ARTICLE V**

4 **RELEASES**

5 **Section 5.02: Released of Settled PAGA Claims**

6 As of the Date of Finality and full funding of the Gross Settlement Amount, Plaintiff, as the
7 proxy of the State of California, shall be deemed to have fully, finally, and forever released, settled,
8 compromised, relinquished, and discharged any and all of the Released Parties of and from any and
9 all Settled PAGA Claims. The Parties agree that it is their intent that the terms set forth in this
10 Agreement will release any further attempt by the State of California to obtain any recovery based
11 on the Settled PAGA Claims.

12 **ARTICLE VII**

13 **MISCELLANEOUS PROVISIONS**

14 **Section 7.12: Notice**

15 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
16 communications under this Agreement must be in writing and addressed as follows:

17 *To Named Plaintiff and the Class:*

18 Arrash T. Fattahi (SBN 333676)
19 arrash.fattahi@wilshirelawfirm.com
20 Arman A. Salehi (SBN 351112)
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27 And

28 *To Defendant:*

Karin M. Cogbill (SBN 244606)
JACKSON LEWIS P.C.
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Email: Evan.McBride@jacksonlewis.com

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this ADDENDUM.

Dated: 1/16/2025 _____

Jason Peavich

By:  _____
Named Plaintiff

Dated: _____
1/21/2025 _____

LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, LLC F.K.A.
LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, INC.

By: Marc Gallagher _____
(Signature)
Marc Gallagher

(Printed Name)
Managing Principal

(Title)