

## AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amendment to Class Action and PAGA Settlement Agreement (the “Amendment”) is made by and between Plaintiff Pedro Luciano (“Plaintiff”) and Defendant GS Operating, LLC (“Defendant”) (collectively, the “Parties”), by and through their respective undersigned duly authorized representatives. This Amendment amends certain terms of the Class Action and PAGA Settlement Agreement (the “Settlement Agreement”) fully executed by Plaintiff and Defendants on [DATE], in accordance with Paragraph 93 of the Settlement Agreement.

### RECITALS

- A. Pursuant to Paragraphs 89 and 93 of the Settlement Agreement, the Settlement Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- B. On March 13, 2026, the Parties executed this Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) for the limited purpose of complying with the Court’s February 23, 2026, tentative ruling on Plaintiff’s Motion for Preliminary Approval of Settlement.

The Parties, by and through their respective undersigned duly authorized representatives, hereby agree that the following paragraphs of the Agreement are amended as follows:

### AMENDMENTS

- A. Paragraph 39 of the Settlement Agreement is hereby deleted and replaced with the following:

“Released PAGA Claims” means the PAGA claims being released by the LWDA, and any individual on behalf of the LWDA, in connection with this settlement, as set forth fully below.
- B. The following is added at the end of Section C, Paragraph 56.2 of the Settlement Agreement: “Ten percent (10%) of the monies to be paid for the Class Counsel Fees Payment is to be kept in the Administrator’s trust fund until completion of the distribution process and Court approval of a final accounting.”
- C. The second sentence of paragraph 60 of the Settlement Agreement is hereby deleted and replaced with the following:

The face of each check shall prominently state the date (120 days after the date of mailing) when the check will be voided (“Void Date”).
- D. Paragraph 62 of the Settlement Agreement is hereby deleted and replaced with the following:

For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, the *cy pres* beneficiary mutually agreed upon by the Parties, subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The funds shall be distributed to the *cy pres* beneficiary only after Court approval of the final accounting.

- E. Section E entitled “**RELEASES OF CLAIMS,**” of the Settlement Agreement is amended as follows: The sentence after the header is hereby removed and is replaced with “Upon the date the Settlement is funded, Plaintiff, Participating Class Members, and the LWDA on behalf of the State of California, will release claims against all Released Parties as follows:”.
- F. Section E, Paragraph 66 of the Settlement Agreement is hereby deleted and replaced with the following:

Released PAGA Claims: The LWDA acting on behalf of the State of California, Plaintiff as an authorized representative of the LWDA, and any individual on behalf of the LWDA, are deemed to release the Released Parties from all claims for PAGA penalties that were alleged in the PAGA Notice, which occurred during the PAGA Period (“Released PAGA Claims”), including penalties predicated on the underlying alleged violations for: (1) failure to pay all wages [Labor Code §§ 117.3, 218, 218.5, 218.6, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198]; (2) failure to pay all overtime wages [Labor Code §§ 204, 218, 218.5, 218.6, 510, 558, 1194, 1198]; (3) meal period violations [Labor Code §§ 218.6, 226.7, 512, 516, 558, 1198; IWC Wage Order §11]; (4) rest period violations [Labor Code §§ 218.6, 226.7, 516, 558, 1198; IWC Wage Order §12]; (5) failure to reimburse business expenses [Labor Code §§ 2802, 2804]; (6) failure to provide accurate and time wage statements [Labor Code § 226; IWC Wage Order §7]; (7) waiting time penalties [Labor Code §§ 201-203]; (8) paid sick leave violations [Labor Code §§ 200, 218, 246 et seq., and 248 et seq.]; (9) untimely payment of wages [Labor Code §§ 204, 204b, 210, 218]; (10) failure to maintain temperature providing reasonable comfort [Labor Code §§ 1198, and IWC Wage Order §15]. The Released PAGA Claims apply to claims arising during the PAGA Period. It is the intent of the Parties, that in the event that another Aggrieved Employee were to assert a subsequent claim on behalf of the LWDA, for any claim included in the Released PAGA Claims, the Defendant will assert the Settlement Agreement as a defense to any such claims by the LWDA or anyone acting on behalf of the LWDA. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (“Because an aggrieved employee’s action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.”)

- G. Section E, Paragraph 67 of the Settlement Agreement is amended as follows: the words “all Aggrieved Employees” are hereby deleted and replaced with “the LWDA, Plaintiff as an authorized representative of the LWDA, and any individual on behalf of the LWDA.”

H. Section G, Paragraph 76.4 of the Settlement Agreement is hereby deleted and replaced with the following:

Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees will receive an Individual PAGA Payment.

I. Similar amendments have been made to reflect some of the above-mentioned revised terms within the Court Approved Notice of Class Action Settlement, Exhibit A to the Class Action and PAGA Settlement Agreement (the "Class Notice"). The redlined revised Class Notice is attached hereto as Exhibit 1. The Parties agree that this revised Class Notice hereby replaces the prior version.

**II. EFFECT OF AMENDMENT**

Except as and to the extent expressly modified by this Amendment, the Settlement Agreement, as so amended, will remain in full force and effect in all respects. Each reference to the "Settlement Agreement" in the Settlement Agreement will refer to the Settlement Agreement as amended by the Amendment.

**III. COUNTERPARTS**

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile or other electronic means shall be as effective as delivery of a manually executed signature page of this Settlement Agreement.

**SIGNATURES**

**D.LAW, INC., as duly authorized representative of Plaintiff Pedro Luciano**

Dated: March 13, 2026



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Enoch J. Kim  
Marta Manus  
Attorneys for Plaintiff, PEDRO LUCIANO

**LITTLER MENDELSON, PC, as duly authorized representative of Defendant GS Operating, LLC**

Dated: March 13, 2026



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Jannine Kranz  
Attorneys for Defendant, GS Operating, LLC