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15	Attorneys for Plaintiffs and the Putative Class	
16 17	[Additional Counsel Listed on Following Page]	,
18		
19		HE STATE OF CALIFORNIA SPRING STREET COURTHOUSE
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21	TROY SANTOS, et al.,	CASE NO.: BC721303
22	Plaintiffs,	
23	V.	ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE
24 25	WALSH/SHEA CORRIDOR CONSTRUCTORS, <i>et al.</i> ,	AND RELEASE
25 26		
27	Defendants.	
28		
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	ADDENDUM TO AMENDED CLASS ACTIO	N SETTLEMENT AGREEMENT AND RELEASE Doc ID: fec649d45b3fa01b572faad936766d9bc3df8407

1 2	KIMBERLY WOODBURY, as an individual, and on behalf of all similarly situated employees,	
2	Plaintiffs,	Case No.: 18STCV03358
4	VS.	
5	WALSH/SHEA CORRIDOR CONSTRUCTORS, an unknown business entity; and DOES 1 through 50, inclusive,	
7	Defendants.	
8		
9	JADE KATONA, as an individual and on behalf of all others similarly situated,	
10	Plaintiffs,	Case No.: 18STCV05021
11	VS.	
12	WALSH CONSTRUCTION COMPANY II, LLC, an	
13	Illinois Limited Liability Company; WALSH CONSTRUCTION COMPANY, an Illinois	
14	Corporation; and DOES 1 through 100,	
15	Defendants.	
16		1
17	KELLEY DRYE & WARREN, LLP	
18	Kimberly C. Carter (SBN 221283) Tahir L. Boykins (SBN 323441)	
19	10100 Santa Monica Blvd., 23rd Floor Los Angeles, CA 90067	
20	Telephone: (310) 712-6100 Facsimile: (310) 712-6199	
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23	KELLEY DRYE & WARREN, LLP Mark A. Konkel ( <i>Pro Hac Vice</i> )	
24	Diana Hamar ( <i>Pro Hac Vice</i> ) 101 Park Avenue	
25	New York, NY 10178 Telephone: (212) 808-7800	
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27	dhamar@kelleydrye.com	
28		
	-1- ADDENDUM TO AMENDED CLASS ACTION SETTL	EMENT AGREEMENT AND RELEASE
	ADDENDOW TO AMENDED CLASS ACTION SETTE	Doc ID: fec649d45b3fa01b572faad936766d9bc3df840

1	KELLEY DRYE & WARREN, LLP
2	Matthew C. Luzadder ( <i>Pro Hac Vice</i> ) 333 West Wacker Drive, Ste. 2600
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5	E-mail: mluzadder@kelleydyre.com
6	Attorneys for Defendants
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	-2- ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE Doc ID: fec649d45b3fa01b572faad936766d9bc3df840
	Doc ID: fec649d45b3fa01b572faad936766d9bc3df840

This Addendum to the Amended Class Action Settlement and Release is made and entered into by and between Plaintiffs Troy Santos, Jade Katona, and Kimberly Woodbury ("Plaintiffs") on behalf of themselves and the Class, on the one hand, and Defendants Walsh/Shea Corridor Constructors, Walsh Construction Company II, LLC, and Walsh Construction Company (collectively, "Defendants"), on the other hand. Plaintiffs and Defendants are referred to jointly as "the Parties."

## **RECITALS**

8 WHEREAS, the Parties entered into an Amended Class Action Settlement Agreement and 9 Release ("Amended Settlement Agreement"), and filed it with the Court in conjunction with 10 Plaintiffs' unopposed Motion for Preliminary Approval. The Amended Settlement Agreement is the 11 operative Settlement Agreement.

WHEREAS, on June 30, 2021, the Court issued a tentative ruling ("Tentative Ruling") granting the Motion for Preliminary Approval, on the condition that counsel modify the release of claims to specify that Class Members will only release claims alleged in, or arising out of facts asserted in, the operative First Amended Consolidated Class Action Complaint.

WHEREAS, based on the foregoing, the Parties hereby stipulate to the following
Addendum to the Amended Settlement Agreement. Other than the changes specifically set forth in
the below Addendum, all other terms of the Amended Settlement Agreement remain in full and
force and effect.

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## **ADDENDUM TO AMENDED SETTLEMENT AGREEMENT**

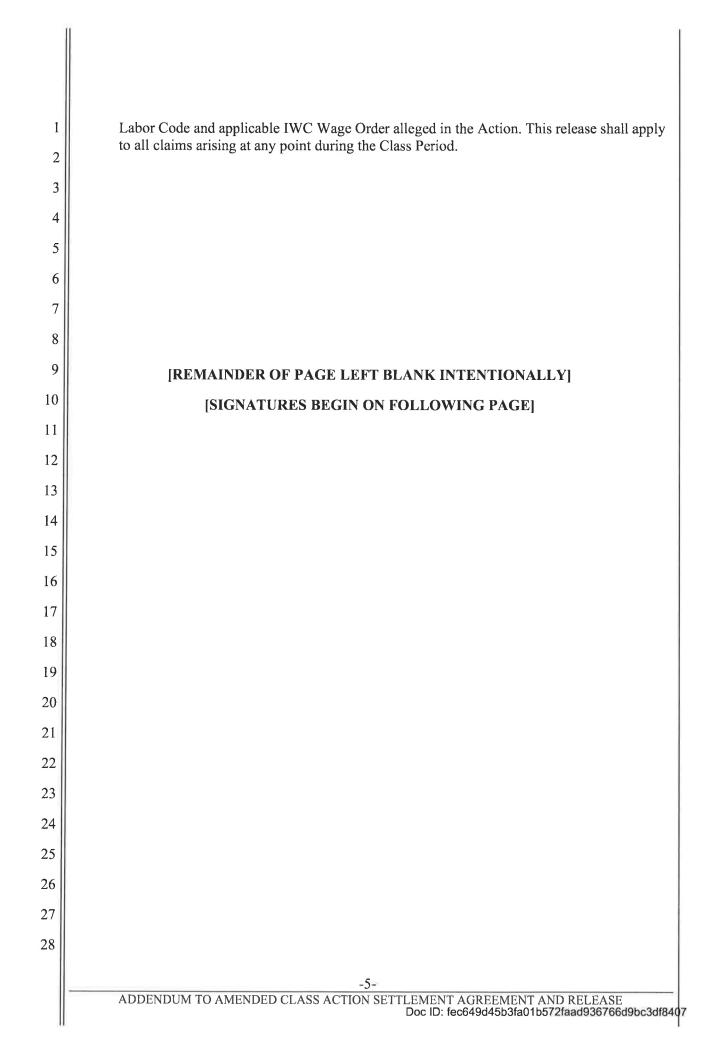
In response to the Court's Tentative Ruling, the Parties agree to amend the definition of
Released Claims to specify that Class Members will only release claims alleged in, or arising out of
facts asserted in, the operative First Amended Consolidated Class Action Complaint. The language
being modified is in bold and italicized font.

Original Release Language. Paragraph 36 of the Amended Settlement Agreement
originally provided:

"Released Claims by Settlement Class Members" means: In exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations,

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<ul> <li>or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>arising out of upon, or relating to the facts alleged in the Action</i>, including claims for: (a) fa provide meal periods or compensation in lieu thereof in violation of California Labor Code § 226, 75 10, 512, 1194 and 1197; (b) failure to provide rest periods or compensation thereof in violation of California Labor Code § 204 and 210; (d) to timely pay wages at termination of employment in violation of California Labor Code § 204 and 210; (d) to timely pay wages at termination of employment in violation of California Labor Code § 226 and 1174; (f) failure to provide accurate itemized wage statements in v of California Labor Code § 226; (g) failure to privulemse business expenses in viola California Labor Code § 226; (g) failure to privuling wages in violation of California Code § 206 and 1174; (f) failure to provide accurate itemized wage statements in v of California Labor Code § 1780; d = seq.; (j) violation of the California Civil Code § 1785; d = seq.; (j) violation of the California Civil Code § 1780; d = seq.; (j) violation of the California Consumer Credit Re Agencies Act, California Competition Law, Cal. Bus. &amp; Prof. Code § 1780; d = seq.; (j) violation of the California Labor Code and applicab Wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.</li> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36 Ischarge Released Parties, from any and all claims, debs, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were a or could have been asserted, whether known or unknown, contingent or accured, un or solation of California Labor Code § 226; (c) failure to provide accured, un or could have been asserted, whether known or unknown, colleged in, or aris of facts asserted in the operative First Amended C</li></ul>		
3       mpon, or relating to the facts allegad in the Action, including claims for: (a) falling to provide meal periods or compensation in lieu thereof in violation of California Labor Set 226, 73 (b) failure to provide rest periods or compensation thereof in violation of California Labor Code §§ 226, 71 and \$12; (c) failure to timely pay wages at termination of employment in violation of California Labor Code §§ 204 and 210; (d) to timely pay wages at termination of employment in violation of California Labor Code § 226 (a) failure to maintain required records in violation of California Labor Code § 226, (a) failure to provide accurate itemized wage statements in v of California Labor Code § 226; (a) failure to pay prevailing wages in violation of the California Labor Code § 226; (b) failure to pay prevailing wages in violation of the California Code § 1720 et seq.; (i) violation of the California Civil Code § 1786 et s violation of the California Civil Code § 1780 et seq.; (j) violation of the California Labor Code § seq. predicated on any of the violations of the California Labor Code and applicab Wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.         14       New and Operative Release Language. The Parties stipulate that Paragraph 36         15       Amended Settlement Agreement shall be modified to:         16       "Released Claims by Settlement Class Members' means: In exchange for the consider providation of California Labor Code § 226; (c) failure to involation of California Labor Code § 226; (c) failure to involation of California Labor Code § 226; (c) failure to involation of California Labor Code § 226; (c) failure to involation of California Labor Code § 226; (c) failure to and uring the Class Period.         14       New and Operative Release Language. The		guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were asserted, or could have been asserted, whether known or unknown, contingent or accrued, under any
<ul> <li>provide meal periods or compensation in lieu thereof in violation of California Labo § 226.7 510, 512, 1194 and 1197; (b) failure to provide rest periods or compensation thereof in violation of California Labor Code § 226.7 and 512; (c) failure to to timely pay wages at termination of employment in violation of California Labor Code § 200 and 203; (c) failure to maintain required records in violation of California Labor Code § 226 and 1174; (f) failure to provide accurate itemized wage statements in v. of California Labor Code § 226; (g) failure to parinture to pay series in violation of California Labor Code § 220; (h) failure to pay new line subiness expenses in violation of California Labor Code § 220; (h) failure to pay new line wage statements in v. of California Labor Code § 220; (h) failure to pay new line wage statements in v. of California Labor Code § 220; (h) failure to pay new line wage statements in v. of California Labor Code § 220; (h) failure to pay new line wage statements in v. of California Labor Code § 220; (h) failure to pay new line wage statements in v. of California Labor Code § 220; (h) failure to pay new line wage. In violation of the California Civil Code § 1780 et <i>s. e. p.</i>, procitated on any of the violations of the California Labor Code § 3 <i>a. e. p.</i>, procitated on any of the violation of the California Labor Code § 3 <i>a. e. p.</i>, procitated on any of the violation of the California Labor Code § 3 <i>a. e. p. e. p. e. e. p. e. e.</i></li></ul>	2	state or local statute, ordinance, regulation, order, or common law, arising out of, based
<ul> <li>thereof in violation of California Labor Code §§ 226.7 and 512; (c) failure to tim wages during employment in violation of California Labor Code §§ 204 and 210; (d) to timely pay wages at termination of employment in violation of California Labor Code §§ 226 and 1174; (f) failure to provide accurate itemized wage statements in violation and California Labor Code §§ 226 and 1174; (f) failure to pay prevailing wages in violation of California Labor Code § 280; (g) failure to pay prevailing wages in violation of California Labor Code § 280; (g) failure to reimburse business expenses in violation of California Labor Code § 280; (g) failure to reimburse business expenses in violation of California Labor Code § 280; (g) failure to reare the seq.; (g) violation of the California Crisit Code § 1782.</li> <li>to code § 1720 et seq.; (i) violation of the California Consumer Credit Re 9 Agencies Act, California Linatir Corneytifion Law, Cal. Bus. &amp; Prof. Code § 1786 et s violation of the California Unfair Corneytifion Law, Cal. Bus. &amp; Prof. Code § 1780 et seq.; (p) violation of the Private Attorneys' General Act, California Labor Code § 1780 et seq.; (p) violation of the Private Attorneys' General Act, California Labor Code § 260; (2) ad (1) and violation of the Private Attorneys' General Act, California Labor Code § 260; (2) ad unit the Class Period.</li> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36 Amended Settlement Agreement shall be modified to:</li> <li>"Released Claims by Settlement Class Members' means: In exchange for the conside provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were as or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or compensation in lieu the violati</li></ul>		provide meal periods or compensation in lieu thereof in violation of California Labor Code
<ul> <li>to timely pay wages at termination of employment in violation of California Labor C</li> <li>201, 202 and 203; (c) failure to maintain required records in violation of California</li> <li>Code §§ 226 and 1174; (f) failure to provide accurate itemized wage statements in violation of California Labor Code § 2802; (h) failure to pay prevailing wages in violation of Ca</li> <li>Labor Code § 1720 et seq.; (i) violation of the California Consumer Credit Re</li> <li>Agencies Act, California Unfair Competition Law, Cal. Bus. &amp; Prof. Code § 1786 et s</li> <li>violation of the California Unfair Competition Law, Cal. Bus. &amp; Prof. Code § 1786 et s</li> <li>violation of the California Unfair Competition Law, Cal. Bus. &amp; Prof. Code § 1780 et s</li> <li>violation of the California Unfair Competition Law, Cal. Bus. &amp; Prof. Code § 1780 et s</li> <li>wiolation of the California Unfair Competition Law, Cal. Bus. &amp; Prof. Code § 17200 et seq., predicated on any of the violations of the California Labor Code § 1780 et al.</li> <li>Wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.</li> <li>Meended Settlement Agreement shall be modified to:</li> <li>"Released Claims by Settlement Class Members' means: In exchange for the consic provided under this Settlement Class Members' neases shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorney' fees, damages, or causes of action that were as or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or aris of facts asserted in, the operative First Amended Consolidated Class Action Com</i> including claims for: (a) failure to timely pay wages at termination of California Labor Code § 2026, 7510, 512, 1194 and 1197; (b) failure to iolation of California Labor Code § 2026 and 210; (</li></ul>		thereof in violation of California Labor Code §§ 226.7 and 512; (c) failure to timely pay
<ul> <li>Code §§ 226 and 1174; (f) failure to provide accurate itemized wage statements in v of California Labor Code § 2802; (h) failure to pravide accurate itemized wage statements in v of California Labor Code § 2802; (h) failure to pay prevailing wages in violation of Cal Labor Code § 1720 et seq.; (i) violation of the California Consumer Credit Re Agencies Act, California Civil Code § 1785.1 et seq.; (j) violation of the California Civil Code § 1786 et s violation of the California Labor Code § 1720 et seq.; (i) violation of the California Labor Code § 1720 et seq.; (i) violation of the California Labor Code § 1720 et seq.; (i) violation of the California Labor Code § 1720 et seq.; (i) violation of the California Labor Code § 1720 et seq.; predicated on any of the violations of the California Labor Code § 1720 et seq.; predicated on any of the violations of the California Labor Code § 1720 et seq.; predicated on any of the violation for the California Labor Code § 1720 et seq.; predicated on any of the violations of the California Labor Code § 1720 et al. Wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.</li> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36 Amended Settlement Agreement shall be modified to:</li> <li>"Released Claims by Settlement Class Members" means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally reled discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were a or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, alleged in, or aris of facts asserted in, the operative First Amended Consolidated Class Action Com including claims for: (a) failure to timely pay wages at termination of California Labor Code § 204 and 210;</li></ul>		to timely pay wages at termination of employment in violation of California Labor Code §§
<ul> <li>California Labor Code § 2802; (h) failure to pay prevailing wages in violation of Ca Labor Code § 1720 <i>et seq.</i>; (i) violation of the California Consumer Credit Re Agencies Act, California Civil Code § 1785.1 <i>et seq.</i>; (j) violation of the Ca Investigative Consumer Reporting Agencies Act, California Live Code § 1786 <i>et s</i> violation of the California Unfair Competition Law, Cal. Bus. &amp; Prof. Code § 17200 and (l) and violation of the Private Attorneys' General Act, California Labor Code § <i>seq.</i>, predicated on any of the violations of the California Labor Code § 17200 and (l) and violation of the Private Attorneys' General Act, California Labor Code § <i>seq.</i>, predicated on any of the violations of the California Labor Code § 17200 and uring the Class Period.</li> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36 Amended Settlement Agreement shall be modified to: "Released Claims by Settlement Class Members" means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were as or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or aris of facts asserted in, the operative First Amended Consolidated Class Action Com</i> including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to rest periods or compensation in lieu thereof in violation of California Labor Code § and 512; (c) failure to timely pay wages at termination of california Code §§ 204 and 210; (d) failure to timely pay wages at termination of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of california Code §§ 1786 <i>et seq.</i>; (k) violation of</li></ul>		Code §§ 226 and 1174; (f) failure to provide accurate itemized wage statements in violation
<ul> <li>Agencies Act, California Civil Code § 1785.1 <i>et seq.</i>; (j) violation of the Ca Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 <i>et s</i> violation of the California Unfair Competition Law, Cal. Bus. &amp; Prof. Code § 17200 and (l) and violation of the Private Attorneys' General Act, California Labor Code § <i>seq.</i>, predicated on any of the violations of the California Labor Code and applicab Wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.</li> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36</li> <li>Amended Settlement Agreement shall be modified to: "Released Claims by Settlement Class Members" means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were at or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or ariss of facts asserted in, the operative First Amended Consolidated Class Action Com including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to provide and 512; (c) failure to timely pay wages during employment in violation of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of employr violation of California Labor Code §§ 226 and 1174; (f) failure to provide itemized wage statements in violation of California Labor Code § 2802; (h) failure prevailing wages in violation of California Labor Code § 2802; (h) failure preving agens in violation of California Labor Code § 2802; (</i></li></ul>	8	California Labor Code § 226; (g) failure to reimburse business expenses in violation of California Labor Code § 2802; (h) failure to pay prevailing wages in violation of California
10       Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 et s         10       violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200         11       and (1) and violation of the Private Attorneys' General Act, California Labor Code §         12       wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.         13       New and Operative Release Language. The Parties stipulate that Paragraph 36         14       New and Operative Release Language. The Parties stipulate that Paragraph 36         15       Amended Settlement Agreement shall be modified to:         16       "Released Claims by Settlement Class Members' means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were a or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, alleged in, or aris of facts asserted in, the operative First Amended Consolidated Class Action Com including claims for: (a) failure to provide meal periods or compensation in lieu threeof in violation of California Labor Code § 204 and 210; (d) failure to gravy wages at termination of employry violation of California Labor Code § 201, 202 and 203; (e) failure to maintain records in violation of California Labor Code § 202, 202 and 203; (e) failure to provide a itemized wage statements in violation of California Labor Code § 226, 206, 11174; (f) failure to provide a item	9	Labor Code § 1720 <i>et seq.</i> ; (i) violation of the California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 <i>et seq.</i> ; (j) violation of the California
<ul> <li>and (l) and violation of the Private Attorneys' General Act, California Labor Code § seq., predicated on any of the violations of the California Labor Code and applicab Wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.</li> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36 Amended Settlement Agreement shall be modified to:</li> <li>"Released Claims by Settlement Class Members" means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were as or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, alleged in, or aris of facts asserted in, the operative First Amended Consolidated Class Action Com including claims for: (a) failure to provide meal periods or compensation in lieu thereof in violation of California Labor Code § 226.7 510, 512, 1194 and 1197; (b) failure to imely pay wages during employment in violation of California Code (d) failure to timely pay wages at termination of employr violation of California Labor Code § 226.7 10, 202 and 203; (c) failure to maintain r records in violation of California Labor Code § 226; (g) fair reimburse business expenses in violation of California Labor Code § 226; (g) fair reimburse business expenses in violation of California Labor Code § 226; (g) fair reimburse business expenses in violation of California Labor Code § 226; (g) fair reimburse business expenses in violation of California Labor Code § 226; (g) fair reimburse business expenses in violation of California Labor Code § 226; (g) fair reimburse business expenses in violation of California Labor Code § 226; (g) fair reimburse business expenses in violation of California Labor Code §</li></ul>	10	Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 <i>et seq.</i> ; (k) violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 <i>et seq.</i> ;
<ul> <li>Wage Order alleged in the Action. This release shall apply to all claims arising at an during the Class Period.</li> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36</li> <li>Amended Settlement Agreement shall be modified to:</li> <li>"Released Claims by Settlement Class Members" means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were at or could have been asserted, whether known or unknown, conlingent or accrued, un state or local statute, ordinance, regulation, order, or componation in lieu the violation of California Labor Code § 226, 7510, 512, 1194 and 1197; (b) failure to prest periods or compensation in lieu thereof in violation of California Labor Code §§ 201, 202 and 203; (c) failure to maintain r records in violation of California Labor Code §§ 226, go 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code §§ 226, go 2802; (b) failure to provide a itemized wage statements in violation of California Labor Code §§ 226; (g) failure to maintain r records in violation of California Labor Code §§ 226, and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation California Consumer Credit Reporting Agencies Act, California Code § 1786. <i>t</i>, Ca Civil Code § 1720 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, Ci &amp; Prof. Code § 1720 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, Ci &amp; Prof. Code § 1720 <i>et seq.</i>; predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicated on any of t</li></ul>	11	and (l) and violation of the Private Attorneys' General Act, California Labor Code § 2699 et
<ul> <li>New and Operative Release Language. The Parties stipulate that Paragraph 36</li> <li>Amended Settlement Agreement shall be modified to:</li> <li>"Released Claims by Settlement Class Members" means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were as or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or aris</i> <i>of facts asserted in, the operative First Amended Consolidated Class Action Com</i> including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to rest periods or compensation in lieu thereof in violation of California Labor Code § and 512; (c) failure to timely pay wages during employment in violation of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of employn violation of California Labor Code §§ 226, and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 2802; (h) failure prevailing wages in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, Ci &amp; Prof. Code § 17200 <i>et seq.</i>; and (l) and violation of the Private Attorneys' Genee California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicat</li></ul>	12	Wage Order alleged in the Action. This release shall apply to all claims arising at any point
<ul> <li>Amended Settlement Agreement shall be modified to:</li> <li>"Released Claims by Settlement Class Members" means: In exchange for the consid provided under this Settlement, Settlement Class Members shall fully and finally rele discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were at or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or ariss</i> <i>of facts asserted in, the operative First Amended Consolidated Class Action Con</i> including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to j rest periods or compensation in lieu thereof in violation of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of employn violation of California Labor Code §§ 220, 202 and 203; (e) failure to provide a itemized wage statements in violation of California Labor Code § 2802; (h) failure to provide a generative wages in violation of California Labor Code § 226; (g) fail reimburse business expenses in violation of California Labor Code § 226; (g) fail reimburse business expenses in violation of California Labor Code § 2802; (h) failure claifornia Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, Ci &amp; Prof. Code § 17200 <i>et seq.</i>; and (l) and violation of the Private Attorneys' Gener California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2602.</li> </ul>	13	during the Class Feriod.
<ul> <li>"Released Claims by Settlement Class Members" means: In exchange for the considered provided under this Settlement, Settlement Class Members shall fully and finally reledischarge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were aa or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or ariss of facts asserted in, the operative First Amended Consolidated Class Action Com</i> including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to rest periods or compensation in lieu thereof in violation of California Labor Code §§ 204 and 210; (d) failure to timely pay wages at termination of employr violation of California Labor Code §§ 201, 202 and 203; (e) failure to provide a temized wage statements in violation of California Labor Code § 226; (g) fail reimburse business expenses in violation of California Labor Code § 226; (g) failure to revealing wages in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation California Code stere, i) violation of the California Investigative Consumer Reporting Agencies Act, Ca</li> <li>Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>; (a) and violation of the Private Attorneys' Generative California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>; (a)</li> </ul>	14	New and Operative Release Language. The Parties stipulate that Paragraph 36 of the
<ul> <li>provided under this Settlement, Settlement Class Members shall fully and finally released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were are or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or aris of facts asserted in, the operative First Amended Consolidated Class Action Com</i> including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to 1 rest periods or compensation in lieu thereof in violation of California Labor Code § 204 and 210; (d) failure to timely pay wages during employment in violation of California Code §§ 204 and 210; (d) failure to Code §§ 226 and 1174; (f) failure to maintain records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 2802; (h) failure to records in violation of California Labor Code § 1720 et seq.; (i) violation california Code § 1786 et seq.; (k) violation of the California Unfair Competition Law, California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq.,</li></ul>	15	Amended Settlement Agreement shall be modified to:
<ul> <li>discharge Released Parties, from any and all claims, debts, liabilities, demands, oblig guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were as or could have been asserted, whether known or unknown, contingent or accrued, un state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or aris of facts asserted in, the operative First Amended Consolidated Class Action Com</i> including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to prest periods or compensation in lieu thereof in violation of California Labor Code §§ 204 and 210; (d) failure to timely pay wages at termination of employr violation of California Labor Code §§ 201, 202 and 203; (e) failure to provide a itemized wage statements in violation of California Labor Code § 226; (g) failure to prevailing wages in violation of California Labor Code § 2802; (h) failure to prevailing wages in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i></li> </ul>		"Released Claims by Settlement Class Members" means: In exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and
<ul> <li>or could have been asserted, whether known or unknown, contingent or accrued, um</li> <li>state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or aris</i></li> <li><i>of facts asserted in, the operative First Amended Consolidated Class Action Com</i></li> <li>including claims for: (a) failure to provide meal periods or compensation in lieu the</li> <li>violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to prest periods or compensation in lieu thereof in violation of California Labor Code §</li> <li>and 512; (c) failure to timely pay wages during employment in violation of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of employr</li> <li>violation of California Labor Code §§ 201, 202 and 203; (e) failure to provide a</li> <li>itemized wage statements in violation of California Labor Code § 2802; (h) failure</li> <li>reimburse business expenses in violation of California Labor Code § 2802; (h) failure</li> <li>prevailing wages in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation</li> <li>California Consumer Credit Reporting Agencies Act, California Code § 1786.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca</li> <li>Civil Code § 17200 <i>et seq.</i>; and (l) and violation of the Private Attorneys' Genet</li> <li>California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the Ca</li> </ul>		discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were asserted,
<ul> <li>of facts asserted in, the operative First Amended Consolidated Class Action Com including claims for: (a) failure to provide meal periods or compensation in lieu the violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to prest periods or compensation in lieu thereof in violation of California Labor Code § and 512; (c) failure to timely pay wages during employment in violation of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of employn violation of California Labor Code §§ 201, 202 and 203; (e) failure to maintain records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 2802; (h) failure prevailing wages in violation of California Labor Code § 1720 et seq.; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1786.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca Civil Code § 1786 et seq.; (k) violation of the California Unfair Competition Law, Ca &amp; Prof. Code § 17200 et seq.; and (l) and violation of the Private Attorneys' Gener California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq.</li> </ul>		or could have been asserted, whether known or unknown, contingent or accrued, under any state or local statute, ordinance, regulation, order, or common law, <i>alleged in, or arising out</i>
<ul> <li>violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to prest periods or compensation in lieu thereof in violation of California Labor Code § and 512; (c) failure to timely pay wages during employment in violation of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of employment violation of California Labor Code §§ 201, 202 and 203; (e) failure to maintain records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 226; (g) failure to maintain records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 2802; (h) failure to prevailing wages in violation of California Labor Code § 1720 et seq.; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca</li> <li>27 Civil Code § 1786 et seq.; (k) violation of the California Unfair Competition Law, California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq.</li> </ul>		of facts asserted in, the operative First Amended Consolidated Class Action Complaint,
<ul> <li>and 512; (c) failure to timely pay wages during employment in violation of California Code §§ 204 and 210; (d) failure to timely pay wages at termination of employn violation of California Labor Code §§ 201, 202 and 203; (e) failure to maintain records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 226; (g) fail reimburse business expenses in violation of California Labor Code § 2802; (h) failure prevailing wages in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, Ca &amp; Prof. Code § 17200 <i>et seq.</i>; and (l) and violation of the Private Attorneys' Gener California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i></li> </ul>	21	violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to provide
<ul> <li>violation of California Labor Code §§ 201, 202 and 203; (e) failure to maintain records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide a itemized wage statements in violation of California Labor Code § 226; (g) failure to prevailing wages in violation of California Labor Code § 2802; (h) failure prevailing wages in violation of California Labor Code § 1720 et seq.; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca</li> <li>Civil Code § 1786 et seq.; (k) violation of the California Unfair Competition Law, Ca</li> <li>&amp; Prof. Code § 17200 et seq.; and (l) and violation of the Private Attorneys' General California Labor Code § 2699 et seq., predicated on any of the violations of the California Labor Code § 2699 et seq.</li> </ul>	22	and 512; (c) failure to timely pay wages during employment in violation of California Labor
<ul> <li>itemized wage statements in violation of California Labor Code § 226; (g) failure reimburse business expenses in violation of California Labor Code § 2802; (h) failure prevailing wages in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, California Labor Code § 17200 <i>et seq.</i>; and (l) and violation of the Private Attorneys' Generic California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i></li> </ul>	23	violation of California Labor Code §§ 201, 202 and 203; (e) failure to maintain required
<ul> <li>prevailing wages in violation of California Labor Code § 1720 <i>et seq.</i>; (i) violation California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 (j) violation of the California Investigative Consumer Reporting Agencies Act, Ca Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, Ca &amp; Prof. Code § 17200 <i>et seq.</i>; and (l) and violation of the Private Attorneys' General California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>; and California Code Seq.; and California Labor Code § 2699 <i>et seq.</i>; predicated on any of the violations of the California Labor Code § 2699 <i>et seq.</i>; and California Code Seq.; and California Code Seq.; and California Labor Code § 2699 <i>et seq.</i>; predicated on any of the violations of the California Code Seq.; and California Code Seq.; and</li></ul>	24	itemized wage statements in violation of California Labor Code § 226; (g) failure to
<ul> <li>(j) violation of the California Investigative Consumer Reporting Agencies Act, Ca Civil Code § 1786 <i>et seq.</i>; (k) violation of the California Unfair Competition Law, Ca &amp; Prof. Code § 17200 <i>et seq.</i>; and (l) and violation of the Private Attorneys' Gener California Labor Code § 2699 <i>et seq.</i>, predicated on any of the violations of the Ca -4-</li> <li>ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE</li> </ul>	25	reimburse business expenses in violation of California Labor Code § 2802; (h) failure to pay prevailing wages in violation of California Labor Code § 1720 <i>et seq.</i> ; (i) violation of the
<ul> <li>27</li> <li>28</li> <li>28</li> <li>28</li> <li>28</li> <li>28</li> <li>28</li> <li>28</li> <li>29</li> <li>29</li> <li>20</li> <li>20</li> <li>21</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>24</li> <li>24</li> <li>24</li> <li>24</li> <li>24</li> <li>24</li> <li>24</li> <li>24</li> <li>25</li> <li>26</li> <li>26</li> <li>26</li> <li>26</li> <li>27</li> <li>27</li> <li>28</li> <li>29</li> <li>20</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>27</li> <li>27</li> <li>28</li> <li>29</li> <li>20</li> <li>21</li> <li>22</li> <li>22</li> <li>23</li> <li>24</li> <li>2</li></ul>	26	California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 <i>et seq.</i> ; (j) violation of the California Investigative Consumer Reporting Agencies Act, California
28 California Labor Code § 2699 <i>et seq.</i> , predicated on any of the violations of the Ca -4- ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE	27	Civil Code § 1786 et seq.; (k) violation of the California Unfair Competition Law, Cal. Bus.
ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE	28	California Labor Code § 2699 et seq., predicated on any of the violations of the California
ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE Doc ID: fec649d45b3fa01b572faad936766		
		ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE Doc ID: fec649d45b3fa01b572faad936766d9bc3df840



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1 2	7/5/2021 Dated:	By: DocuSigned by: 019CB2F37207485 Plaintiff Troy Santos
3 4 5	Dated:	By: Plaintiff Jade Katona
6 7 8	Dated:	By: Plaintiff Kimberly Woodbury
9 10 11	Dated:	By: Defendant Walsh/Shea Corridor Constructors
12		Name:
13		Title:
14		
15	Dated:	Bv:
16		By: Defendant Walsh Construction Company II, LLC
17		Name:
18 19		
20		Title:
21		
22	Dated:	By: Defendant Walsh Construction Company
23		News
24		Name:
25		Title:
26 27		
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	ADDENDUM TO AMENDED CLASS A	-6- CTION SETTLEMENT AGREEMENT AND RELEASE
1	I	

1 Dated:	By: Plaintiff Troy Santos
2	Plaintiff Troy Santos
3	Tada Vatana
4 Dated:	By: Jade Katona Big: Diale Katona Eler Tol. 2021 01:26 PDT, Plaintiff Lade Katona
5	Plaintiff Jade Katona
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7 Dated:	By: Plaintiff Kimberly Woodbury
8	Flamuli Kindeny wooddury
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0 Dated:	By: Defendant Walsh/Shea Corridor Constructors
1	
2	Name:
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6 Dated:	By: Defendant Walsh Construction Company II, Ll
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	We
2 Dated:	By: Defendant Walsh Construction Company
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ADDENDUM TO AME	-6- ENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

