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15 *Attorneys for Plaintiffs and the Putative Class*

16 *[Additional Counsel Listed on Following Page]*

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

20
21 TROY SANTOS, *et al.*,

22 Plaintiffs,

23 v.

24 WALSH/SHEA CORRIDOR
25 CONSTRUCTORS, *et al.*,

26 Defendants.
27
28

CASE NO.: BC721303

**ADDENDUM TO AMENDED CLASS
ACTION SETTLEMENT AGREEMENT
AND RELEASE**

1 KIMBERLY WOODBURY, as an individual, and on
2 behalf of all similarly situated employees,

3 Plaintiffs,

4 vs.

5 WALSH/SHEA CORRIDOR CONSTRUCTORS, an
6 unknown business entity; and DOES 1 through 50,
7 inclusive,

8 Defendants.

Case No.: 18STCV03358

9 JADE KATONA, as an individual and on behalf of all
10 others similarly situated,

11 Plaintiffs,

12 vs.

13 WALSH CONSTRUCTION COMPANY II, LLC, an
14 Illinois Limited Liability Company; WALSH
15 CONSTRUCTION COMPANY, an Illinois
16 Corporation; and DOES 1 through 100,

17 Defendants.

Case No.: 18STCV05021

18 **KELLEY DRYE & WARREN, LLP**

19 Kimberly C. Carter (SBN 221283)
20 Tahir L. Boykins (SBN 323441)
21 10100 Santa Monica Blvd., 23rd Floor
22 Los Angeles, CA 90067
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24 Facsimile: (310) 712-6199
25 E-mail: kcarter@kelleydrye.com
26 tboykins@kelleydrye.com

27 **KELLEY DRYE & WARREN, LLP**

28 Mark A. Konkel (*Pro Hac Vice*)
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1 **KELLEY DRYE & WARREN, LLP**
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5 Telephone: (312) 857-7070
6 Facsimile: (312) 857-7095
7 E-mail: mluzadder@kelleydyre.com

8 *Attorneys for Defendants*

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

7 **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.

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

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

20 **ADDENDUM TO AMENDED SETTLEMENT AGREEMENT**

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

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

27 “Released Claims by Settlement Class Members” means: In exchange for the consideration
28 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,

1 guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were asserted,
2 or could have been asserted, whether known or unknown, contingent or accrued, under any
3 state or local statute, ordinance, regulation, order, or common law, **arising out of, based**
4 **upon, or relating to the facts alleged in the Action**, including claims for: (a) failure to
5 provide meal periods or compensation in lieu thereof in violation of California Labor Code
6 §§ 226.7 510, 512, 1194 and 1197; (b) failure to provide rest periods or compensation in lieu
7 thereof in violation of California Labor Code §§ 226.7 and 512; (c) failure to timely pay
8 wages during employment in violation of California Labor Code §§ 204 and 210; (d) failure
9 to timely pay wages at termination of employment in violation of California Labor Code §§
10 201, 202 and 203; (e) failure to maintain required records in violation of California Labor
11 Code §§ 226 and 1174; (f) failure to provide accurate itemized wage statements in violation
12 of California Labor Code § 226; (g) failure to reimburse business expenses in violation of
13 California Labor Code § 2802; (h) failure to pay prevailing wages in violation of California
14 Labor Code § 1720 *et seq.*; (i) violation of the California Consumer Credit Reporting
15 Agencies Act, California Civil Code § 1785.1 *et seq.*; (j) violation of the California
16 Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 *et seq.*; (k)
17 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*;
18 and (l) and violation of the Private Attorneys' General Act, California Labor Code § 2699
19 *et seq.*, predicated on any of the violations of the California Labor Code and applicable IWC
20 Wage Order alleged in the Action. This release shall apply to all claims arising at any point
21 during the Class Period.

22
23 **New and Operative Release Language.** The Parties stipulate that Paragraph 36 of the
24 Amended Settlement Agreement shall be modified to:

25 “Released Claims by Settlement Class Members” means: In exchange for the consideration
26 provided under this Settlement, Settlement Class Members shall fully and finally release and
27 discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations,
28 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
state or local statute, ordinance, regulation, order, or common law, **alleged in, or arising out**
of facts asserted in, the operative First Amended Consolidated Class Action Complaint,
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 provide
rest periods or compensation in lieu thereof in violation of California Labor Code §§ 226.7
and 512; (c) failure to timely pay wages during employment in violation of California Labor
Code §§ 204 and 210; (d) failure to timely pay wages at termination of employment in
violation of California Labor Code §§ 201, 202 and 203; (e) failure to maintain required
records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide accurate
itemized wage statements in violation of 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 Labor Code § 1720 *et seq.*; (i) violation of the
California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 *et seq.*;
(j) violation of the California Investigative Consumer Reporting Agencies Act, California
Civil Code § 1786 *et seq.*; (k) violation of the California Unfair Competition Law, Cal. Bus.
& Prof. Code § 17200 *et seq.*; and (l) and violation of the Private Attorneys' General Act,
California Labor Code § 2699 *et seq.*, predicated on any of the violations of the California

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Labor Code and applicable IWC Wage Order alleged in the Action. This release shall apply to all claims arising at any point during the Class Period.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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2

DocuSigned by:

By: _____
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Plaintiff Troy Santos

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By: _____
Plaintiff Jade Katona

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7 Dated: _____
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By: _____
Plaintiff Kimberly Woodbury

9
10 Dated: _____
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By: _____
Defendant Walsh/Shea Corridor Constructors

12 Name: _____

13 Title: _____
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16 Dated: _____
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By: _____
Defendant Walsh Construction Company II, LLC

18 Name: _____

19 Title: _____
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21 Dated: _____
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By: _____
Defendant Walsh Construction Company

23 Name: _____
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25 Title: _____
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Dated: _____

By: _____
Plaintiff Troy Santos

Dated: Jul 10, 2021

By: Jade Katona
Jade Katona Jul 10, 2021 9:26 PDT
Plaintiff Jade Katona

Dated: _____

By: _____
Plaintiff Kimberly Woodbury

Dated: _____

By: _____
Defendant Walsh/Shea Corridor Constructors

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company II, LLC

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company

Name: _____

Title: _____

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Dated: _____

By: _____
Plaintiff Troy Santos

Dated: _____

By: _____
Plaintiff Jade Katona

Dated: 07 / 08 / 2021

By:  _____
Plaintiff Kimberly Woodbury

Dated: _____

By: _____
Defendant Walsh/Shea Corridor Constructors

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company II, LLC

Name: _____

Title: _____

Dated: _____

By: _____
Defendant Walsh Construction Company

Name: _____

Title: _____

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Dated: _____

By: _____
Plaintiff Troy Santos

Dated: _____

By: _____
Plaintiff Jade Katona

Dated: _____

By: _____
Plaintiff Kimberly Woodbury

Dated: 7/6/2021

By: 
Defendant Walsh/Shea Corridor Constructors

Name: Daniel P. Walsh

Title: member - President

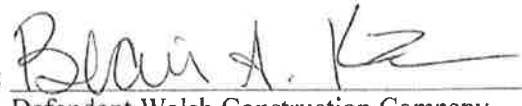
Dated: 7/6/2021

By: 
Defendant Walsh Construction Company II, LLC

Name: Daniel P. Walsh

Title: President

Dated: 7/7/2021

By: 
Defendant Walsh Construction Company

Name: Blair A. Knapp

Title: Corporate Counsel

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THE WAND LAW FIRM, P.C.

Dated: 7/7/2021

By: 
Aubry Wand

Counsel for Plaintiff Troy Santos

MAHONEY LAW GROUP, APC

Dated: _____

By: _____
Kevin Mahony
Atoy H. Wilson

Counsel for Plaintiff Kimberly Woodbury

HAINES LAW GROUP APC

Dated: _____

By: _____
Paul K. Haines
Fletcher W. Schmidt

Counsel for Plaintiff Jade Katona

KELLEY DRYE & WARREN LLP

Dated: _____

By: _____
Mark A. Konkel
Matthew C. Luzadder
Kimberly C. Carter
Tahir L. Boykins

*Counsel for Defendants Walsh/Shea Corridor
Constructors, Walsh Construction Company II,
LLC, and Walsh Construction Company*

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THE WAND LAW FIRM, P.C.

Dated: _____

By: _____

Aubry Wand

Counsel for Plaintiff Troy Santos

MAHONEY LAW GROUP, APC

Dated: July 7, 2021

By:  _____

Kevin Mahoney
Atoy H. Wilson

Counsel for Plaintiff Kimberly Woodbury

HAINES LAW GROUP APC

Dated: July 9, 2021

By:  _____

Paul K. Haines
Fletcher W. Schmidt

Counsel for Plaintiff Jade Katona

KELLEY DRYE & WARREN LLP

Dated: _____

By: _____

Mark A. Konkel
Matthew C. Luzadder
Kimberly C. Carter
Tahir L. Boykins

*Counsel for Defendants Walsh/Shea Corridor
Constructors, Walsh Construction Company II,
LLC, and Walsh Construction Company*

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THE WAND LAW FIRM, P.C.

Dated: _____

By: _____
Aubry Wand

Counsel for Plaintiff Troy Santos

MAHONEY LAW GROUP, APC

Dated: _____

By: _____
Kevin Mahony
Atoy H. Wilson

Counsel for Plaintiff Kimberly Woodbury

HAINES LAW GROUP APC

Dated: _____

By: _____
Paul K. Haines
Fletcher W. Schmidt

Counsel for Plaintiff Jade Katona

KELLEY DRYE & WARREN LLP

Dated: _____

By: MAK
Mark A. Konkel
Matthew C. Luzadder
Kimberly C. Carter
Tahir L. Boykins

*Counsel for Defendants Walsh/Shea Corridor
Constructors, Walsh Construction Company II,
LLC, and Walsh Construction Company*