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12 Attorneys for Juan Siempre Javier,  
individually and on behalf of all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15  
16 JUAN SIEMPRE JAVIER, individually and on  
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 WEBSTER BROS. CONCRETE  
CONSTRUCTION, INC., a California  
21 corporation; JASON WEBSTER, an individual;  
JEFF WEBSTER, an individual; and DOES 1  
22 through 50, inclusive,

23 Defendant(s).

**CASE NO.: 20STCV27129**

Case Assigned for All Purposes to  
Honorable Lawrence P. Riff  
Dept. 7

**AMENDMENT TO CLASS ACTION AND  
PAGA SETTLEMENT AGREEMENT AND  
CLASS NOTICE**

Action Filed: July 14, 2020  
Trial Date: None Set

DAILY ALJIAN LLP  
Newport Beach, California

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**RECITALS**

A. This Amendment to the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”) is entered into by Plaintiff Juan Siempre Javier (“Plaintiff”), on the one hand, and Defendants Webster Bros. Concrete Construction, Inc., Jason Webster, and Jeff Webster (“Defendants”), on the other hand (Plaintiff and Defendants are collectively referred to herein as the “Parties”).

B. This Amendment modifies the Settlement Agreement and the Class Notice attached thereto as Exhibit A in accordance with the Court’s instructions in the May 2, 2023 Tentative Ruling on Plaintiff’s Motion For Preliminary Approval Of Class Action and PAGA Settlement (the “Class Action”).

**AMENDMENT TO SETTLEMENT AGREEMENT**

I. The Parties agree that the terms of the Settlement Agreement be changed, as follows:

A. Page 9, Paragraph 5.1: The language “released under **6.2**, below” shall be changed to “released under **5.2**, below”; and

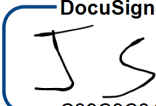
B. Page 10, Paragraph 5.2: “Except as set forth in Section **6.3**” shall be changed to “Except as set forth in Section **5.3**”.

**AMENDMENT TO CLASS NOTICE**

C. Page 28, Section 9: “Except as set forth in Section **6.3**” shall be changed to “Except as set forth in Section **5.3**”.

**IT IS SO AGREED:**

Dated: May \_\_, 2023  
          mayo 3, 2023

DocuSigned by:  
  
C39E9C347265423  
\_\_\_\_\_  
Juan Siempre Javier, Plaintiff

Dated: May \_\_, 2023

DEFENDANT WEBSTER BROS. CONCRETE  
CONSTRUCTION, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

DAILY ALJIAN LLP  
Newport Beach, California

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**RECITALS**

A. This Amendment to the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”) is entered into by Plaintiff Juan Siempre Javier (“Plaintiff”), on the one hand, and Defendants Webster Bros. Concrete Construction, Inc., Jason Webster, and Jeff Webster (“Defendants”), on the other hand (Plaintiff and Defendants are collectively referred to herein as the “Parties”).

B. This Amendment modifies the Settlement Agreement and the Class Notice attached thereto as Exhibit A in accordance with the Court’s instructions in the May 2, 2023 Tentative Ruling on Plaintiff’s Motion For Preliminary Approval Of Class Action and PAGA Settlement (the “Class Action”).

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B. Page 10, Paragraph 5.2: “Except as set forth in Section **6.3**” shall be changed to “Except as set forth in Section **5.3**”.

**AMENDMENT TO CLASS NOTICE**

C. Page 28, Section 9: “Except as set forth in Section **6.3**” shall be changed to “Except as set forth in Section **5.3**”.

**IT IS SO AGREED:**

Dated: May \_\_, 2023

\_\_\_\_\_  
Juan Siempre Javier, Plaintiff

Dated: May 5, 2023

DEFENDANT WEBSTER BROS. CONCRETE  
CONSTRUCTION, INC.

DocuSigned by:  
By: Bryan Webster  
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Its: \_\_\_\_\_

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Dated: May 9, 2023

DocuSigned by:  
  
6FA908504C024EF  
Jeff Webster, Defendant

Dated: May 8, 2023

DocuSigned by:  
  
ESA72DD30690482...  
Jason Webster, Defendant

APPROVED AS TO FORM:

Dated: May \_\_, 2023

DAILY ALJIAN LLP / LAW OFFICE OF DANIEL J. HYUN

By: \_\_\_\_\_  
Justin Daily  
Shelly D. Song  
Daniel J. Hyun  
Attorneys for Plaintiff

Dated: May \_\_, 2023

LIGHTGABLER

By: \_\_\_\_\_  
Jonathan Fraser Light  
Chandra A. Beaton  
Elizabeth L. Harrier  
Attorneys for Defendants

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Dated: May \_\_, 2023

\_\_\_\_\_  
Jeff Webster, Defendant

Dated: May \_\_, 2023

\_\_\_\_\_  
Jason Webster, Defendant

APPROVED AS TO FORM:


Dated: May 5, 2023

DAILY ALJIAN LLP / LAW OFFICE OF DANIEL J. HYUN

By: /s/ Shelly D. Song  
Justin Daily  
Shelly D. Song  
Daniel J. Hyun  
Attorneys for Plaintiff

Dated: May \_8\_, 2023

LIGHTGABLER

By:   
Jonathan Fraser Light  
Chandra A. Beaton  
Elizabeth L. Harrier  
Attorneys for Defendants

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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

**CASE NAME: JUAN SIEMPRE JAVIER v. WEBSTER BROS. CONCRETE CONSTRUCTION, INC.**

I am employed in the City of Newport Beach, County of Orange, State of California. I am over the age of 18 years and not a party to the above-titled action. My business address is 100 Bayview Circle, Suite 5500, Newport Beach, California 92660. On **May 9, 2023**, I caused the foregoing document(s) to be served:

**SUPPLEMENTAL DECLARATION OF SIMON KWAK IN SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the following parties:

Jonathan Fraser Light  
*jlight@lightgablerlaw.com*  
Chandra A. Beaton  
*cbeaton@lightgablerlaw.com*  
Elizabeth L. Harrier  
*eharrier@lightgablerlaw.com*  
LIGHTGABLER  
760 Paseo Camarillo, Suite 300  
Camarillo, CA 93010  
*Attorneys for Defendants Webster Bros. Concrete Construction, Inc., Jeff Webster, and Jason Webster*

- [X] (BY ELECTRONIC TRANSMISSION) The above-referenced document was transmitted by e-mail per the October 2, 2020 Order Authorizing Electronic Service (Case Anywhere).
- [X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **May 9, 2023**, at Newport Beach, California.

\_\_\_\_\_  
*/s/ Daisy Lopez*  
Daisy Lopez