

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Plaintiff Leroy Rost (“Plaintiff”) and Defendants Lehigh Hanson, Inc., Hanson Aggregates, LLC, and Hanson Aggregates Mid-Pacific, LLC (formerly known as Hanson Aggregates Mid-Pacific, Inc. (“HAMP”) (collectively, “Defendants”). Plaintiff and Defendants are collectively referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement in an amount not to exceed \$15,000.00. All Administration Costs shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed thirty-five percent (35%) of the Gross Settlement Amount or \$297,500.00, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants.
- D. **Case or Class Action**: The lawsuit originally filed by Plaintiff on April 24, 2020 entitled *Rost v. Lehigh Hanson, Inc., et al.*, Case No. 20CV-0225, in the State of California, San Luis Obispo County Superior Court.
- E. **Class**: All current and former California-based hourly-paid or non-exempt employees (whether hired directly or through a staffing agency or labor contractor) of HAMP within the State of California at any time during the period from April 24, 2016, to March 26, 2022, or until the date of preliminary approval, whichever comes first.
 - i. Defendants represent that there are approximately 245 Class Members who worked about 32,000 workweeks as of October 20, 2021, the date of mediation in this matter.
- F. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, and Jason Rothman of Justice Law Corporation.
- G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.

- H. **Class Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- I. **Class Period:** Any time during the period from April 24, 2016, to March 26, 2022, or until the date of preliminary approval, whichever comes first.
- J. **Class Representative or Plaintiff:** Leroy Rost.
- K. **Class Representative Enhancement Payment:** The amount the Court awards to Plaintiff for his services as a Class Representative, which will not exceed \$10,000.00. This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants. This enhancement is subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Complaints:** The complaint filed by Plaintiff in the case entitled *Rost v. Lehigh Hanson, Inc.*, Case No. 20CV-0225, in the State of California, San Luis Obispo County Superior Court, which include the original complaint filed on April 24, 2020, and the First Amended Complaint filed on November 10, 2021.
- M. **Cost Award:** The amount that the Court awards Class Counsel for payment of actual litigation costs, which shall not exceed \$30,000.00. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount request, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- N. **Counsel for Defendants:** Attorneys Michelle Ballard Miller, Jason E. Barsanti, and Ethan W. Chemin of Cozen O'Connor.
- O. **Court:** The State of California, San Luis Obispo County Superior Court.
- P. **Defendants:** Lehigh Hanson, Inc., Hanson Aggregates, LLC, and Hanson Aggregates Mid-Pacific, LLC (formerly known as Hanson Aggregates Mid-Pacific, Inc.
- Q. **Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the Settlement can no longer be appealed, or, if there are no objectors and no Plaintiff in intervention at the time the Court grants final approval of the settlement, the date the court enters judgment granting final approval of the settlement, or, if it is appealed, upon the entry of a non-appealable order finally approving the Settlement.
- R. **Eligible Aggrieved Employees:** The aggrieved employees eligible to recover the PAGA Payment that consist of all current and former California-based

hourly-paid or nonexempt employees (whether hired directly or through a staffing agency or labor contractor) of HAMP within the State of California at any time during the period from April 24, 2019, to March 26, 2022, or until the date of preliminary approval, whichever comes first (“PAGA Timeframe”).

- S. **Exclusion Form**: The Election Not To Participate In (“Opt-Out” Form) Class Action Settlement, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- T. **Judgment or Final Approval**: The final order entered by the Court finally approving this Agreement.
- U. **Gross Settlement Amount or GSA**: The total value of the Settlement is a non-reversionary sum of \$850,000.00. This is the gross amount Defendants can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and Eligible Aggrieved Employees, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
- V. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Participating Class Members will receive Individual Settlement Shares without the return of a claim form.
- W. **LWDA**: California Labor and Workforce Development Agency.
- X. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement.
- Y. **Notice Packet**: The Class Notice and Exclusion Form.
- Z. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- AA. **PAGA Payment**: The PAGA Payment consists of \$60,000.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in

the Class Action. Seventy-five percent (75%) of the PAGA Payment (\$45,000.00) shall be paid to the LWDA, and twenty-five percent (25%) (\$15,000.00) of the PAGA Payment shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below.

- BB. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from the Settlement.
- CC. Parties:** Plaintiff Leroy Rost as an individual and Class Representative, and Defendants Lehigh Hanson, Inc., Hanson Aggregates, LLC, and Hanson Aggregates Mid-Pacific, LLC (formerly known as Hanson Aggregates Mid-Pacific, Inc.).
- DD. Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.
- EE. Qualified Settlement Fund or QSF:** A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. section 1.468B-1, *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members, Plaintiff, and Class Counsel.
- FF. Released Claims:** As of the Effective Final Settlement Date, the claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are all claims in the Complaints, the notice letter sent to the LWDA, and claims that could have been pled arising out of the same operative facts. These claims include, but are not limited to: (1) failure to pay overtime (including any underpayment resulting from an allegedly improper calculation of the regular rate of pay); (2) failure to provide meal periods (or appropriate premiums in cases where meal periods were not provided); (3) failure to provide rest breaks (or appropriate premiums in cases where rest periods were not provided); (4) failure to pay minimum wages (including, but not limited to any underpayment resulting from an allegedly improper calculation of wages or the regular rate of pay); (5) failure to timely pay final wages; (6) failure to comply with itemized employee wage statement provisions; (7) failure to reimburse business expenses; (8) violation of Business & Professions Code sections 17200, *et seq.*; and (9) violation of the Private Attorneys General Act of 2004 (including violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders. The Released Claims only apply to periods of time when Class Members were members of the Class (*i.e.*, excluding periods of time in an exempt position or when employed outside of California).
- GG. Released Parties:** Defendants and their respective successors and predecessors in interest, past, present, and future subsidiaries, affiliates, and parents (including but not limited to Martin Marietta Materials, Inc.), and their

respective past or present officers, directors, shareholders, members, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and attorneys.

HH. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice Packet.

II. Settlement Administration: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice Packet by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice Packet will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive the Notice Packet after the steps outlined above have been taken will still be bound by the Settlement and/or Judgment.

JJ. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is ILYM Group, Inc..

KK. Superior Court: The State of California, San Luis Obispo County Superior Court.

II. RECITALS

A. Procedural History. On April 21, 2020, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions.

On April 24, 2020, Plaintiff filed a wage-and-hour class action lawsuit against Defendants in the Superior Court of California, County of San Luis Obispo. Plaintiff's lawsuit alleged violation of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200, *et seq.*

The Parties participated in mediation on October 20, 2021 with Carl J. West, an experienced and well-respected mediator of wage-and-hour class action lawsuits. Under the auspices of the mediator, the Parties eventually agreed to settle the Class Action following a mediator's proposal.

Pursuant with the Parties' decision to settle the Class Action, Plaintiff filed a First Amended Complaint on November 10, 2021 in the Superior Court of California, County of San Luis Obispo, adding an additional cause of action for PAGA penalties pursuant to Labor Code sections 2698, *et seq.*

- B. Investigation and Discovery.** Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law both before and after the Class Action was filed. Specifically, HAMP produced hundreds of documents relating to their policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, meal and rest period policies, and payroll and operational policies (*i.e.*, employee handbooks, training guides, collective bargaining agreements). As part of HAMP's production, Class Counsel also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of workweeks in the Class Period. Class Counsel also interviewed several dozens of Class Members who worked for HAMP throughout the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.
- C. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel have also considered the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including formal mediation on October 20, 2021. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- D. Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Thus, Defendants have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- E. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Class Action is not appropriate for class treatment. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the

alleged facts or conduct in the Class Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class should be certified, other than for settlement purposes.

- F. Plaintiff's Claims.** Plaintiff asserts Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Class Action. However, if this Settlement is finally approved by the Court, none of Plaintiff, Class Members, or Class Counsel will oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from relitigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendants are obligated to pay under this Settlement Agreement is \$850,000.00. Defendants' portion of payroll taxes on the wages distributed to Class Members as their current and former employers will be paid separate and apart from the GSA.
- B. Notice to the Labor and Workforce Development Agency ("LWDA").** On April 21, 2020, Plaintiff filed and served his notice of Labor Code violations pursuant to Labor Code section 2699.3 and did not receive notice from the LDWA that it will investigate. Thus, Plaintiff has satisfied his notice and administrative exhaustion obligations under the PAGA.
- C. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims

in a non-settlement context in this Class Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.

- E. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.
- F. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- G. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of weeks he or she worked as a non-exempt employee employed by HAMP in California during the Class Period based on the Database provided by Defendants, (ii) divided by the total number of weeks worked by any and all Participating Class Members during the Class Period based on the same Database (defined below), (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.
- 2. Tax Withholdings.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: one-third (1/3) wages and two-thirds (2/3) penalties and interests. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each persons' Individual Settlement Share.

H. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- 1. To the Plaintiff, Leroy Rost.** In addition to his Individual Settlement Shares, and subject to the Court's approval, Plaintiff will receive up to \$10,000.00 as a Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. An IRS Form 1099 will be issued to Plaintiff with respect to his Class Representative Enhancement Payment. If the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed thirty-five percent (35%) of the GSA or \$297,500.00 and a Cost Award not to exceed \$30,000.00. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. If the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
- 3. To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes. The Settlement Administrator will submit Defendants' portion of payroll withholding tax and forward those amounts along with each person's

Individual Settlement Share withholdings to the appropriate taxing authorities.

4. **To the Settlement Administrator.** The Settlement Administrator - ILYM Group, Inc. - will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court in an amount not to exceed \$9,900.00. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
 5. **To Participating Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.
 6. **To Eligible Aggrieved Employees.** The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the \$15,000.00 of the PAGA Payment allocated to Eligible Aggrieved Employees. This allocation will be based upon the total number of pay periods the Eligible Aggrieved Employee worked as a non-exempt California employee of HAMP during the PAGA Timeframe. Each individual share will be calculated by: (i) determining the total number of pay periods during the PAGA Timeframe during which the Eligible Aggrieved Employee was employed, (ii) dividing this number by the total number of pay periods during the PAGA Timeframe during which all Eligible Aggrieved Employees were employed (*i.e.*, the sum of all pay periods of employment for all Eligible Aggrieved Employees), and (iii) multiplying this number by the \$15,000.00 allocated to the Eligible Aggrieved Employees.
 7. **To the LWDA.** Seventy-five percent (75%) of the PAGA Payment (\$45,000.00) shall be paid to the LWDA.
- I. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for, among other things: (a) preparing, translating into Spanish, printing, and mailing the Notice Packet to Class Members; (b) keeping track of any objections or requests for exclusion from Class Members; (c) performing skip traces and remailing Notice Packets and Individual Settlement Shares to Class Members; (d) calculating any and all payroll tax deductions as required by law; (e) calculating each Class Member's Individual Settlement Share; (f) providing weekly status reports to Counsel for Defendants and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; (g) providing a due diligence declaration for submission to the Court prior to the Final

Approval hearing; (h) mailing Individual Settlement Shares to Participating Class Members; (i) calculating and mailing the portion of the PAGA Payment to the LWDA; (j) distributing the Attorney Fee Award and Cost Award to Class Counsel; (k) printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; (l) providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; (m) providing any funds remaining in the NSA as a result of uncashed checks to California Rural Legal Assistance, including the administration of related tax reimbursements; and (n) performing such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in ILYM Group, Inc. or otherwise have a relationship with ILYM Group, Inc. that could create a conflict of interest.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Notice Packet.
- b. At the Preliminary Approval hearing, the Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Notice Packet; and setting the Final Approval hearing.
- c. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement (excluding the amounts of the Attorney Fee Award, Cost Ward, Administrative Costs and Class Representative Enhancement Payment), the Settlement will be null and void, and the Parties will have no further obligations under it.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Notice Packet in accordance with the following procedure:

- a. Within Fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list each Class Member's: (1) first and last name; (2) last known mailing address and e-mail address; (3) Social Security Number; (4) hire and termination dates; and (5) the total number of weeks during which

the Class Member performed any actual work during the Class Period as a member of the Class (“Database”). If any or all of this information is unavailable to Defendants, then Defendants will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former HAMP employee Class Members. The Database shall be based on Defendants’ payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential and in compliance with all applicable privacy laws including but not limited to the California Consumer Privacy Act of 2018, as amended (Cal. Civil Code § 1798.100 *et seq.*).

- b. Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the results of the skip trace performed on all former HAMP employee Class Members.
- c. If a Notice Packet is returned because of an incorrect mailing address, within ten (10) days from receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. The Settlement Administrator will use the National Change of Address Database (“NCOA”) and skip trace to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum: (1) the tracking of all undelivered mail; (2) performing address searches for all mail returned without a forwarding address; and (3) promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be re-mailed to the original address. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or forwarded mail, will have between the later of (a) an additional ten (10) days or (b) the Response Deadline to postmark an Exclusion Form or file and serve an objection to the Settlement. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a re-mailed notice.

- d. Class Members may dispute the information provided in their Notice Packet but must do so in writing, via first class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. But if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Share to which the Class Member may be entitled.
 - e. If any Exclusion Form received is incomplete or deficient, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and allow fourteen (14) days to cure the deficiency. If after the cure period the Exclusion Form is not cured, it will be determined that the Class Member did not exclude himself or herself from the Settlement and will be bound by the Settlement.
 - f. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Counsel for Defendants of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets remailed, and the number of Exclusion Forms received.
 - g. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
3. **Objections to Settlement.** The Notice Packet will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than

the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

- a. Format.** Any objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.
 - b. Notice of Intent to Appear.** Class Members who file objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.
 - c. Plaintiff.** Plaintiff hereby agrees not to object to the Settlement.
- 4. Request for Exclusion from the Settlement ("Opt-Out").** The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator an Exclusion Form. The written request for exclusion must: (a) include the Class Member's name, address, and last four digits of the Social Security Number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline.
 - a. Eligible Aggrieved Employees.** Any Class Member who is also an Eligible Aggrieved Employee shall be deemed to have fully and finally released the Released Claims (defined above). Even if a Class Member opts out of the class portion of this Agreement, to the extent applicable, he or she will remain an Eligible Aggrieved Employee. In other words, Eligible Aggrieved Employees who submit requests for exclusion will still receive their portion of the PAGA Payment and will release the PAGA claims released (defined below).
 - b. Plaintiff.** Plaintiff hereby agrees not to opt out of the Settlement
 - c. Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed Exclusion Form will not participate in or be bound by the Settlement and Judgment and will not receive an Individual

Settlement Share. A Class Member who does not complete and mail a timely Exclusion Form will be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement if the Settlement is approved by the Court and by the Judgment, regardless of whether he or she has objected to the Settlement.

- d. Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets remailed to Class Members, the number of remailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- e. Defendants' Option to Terminate.** If ten percent (10%) or more of Class Members opts out of the Settlement, then Defendants, in their discretion, may revoke this Agreement. Defendants must exercise their right to revoke this Agreement within twenty-one (21) calendar days of being informed by the Settlement Administrator in writing that ten percent (10%) or more of Class Members opted out of the Settlement. If Defendants revoke this Agreement, then Defendants will be liable for the Settlement Administrator's costs incurred to date and Defendants shall otherwise have no further obligation under this Agreement.

5. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

6. Motion for Final Approval.

- a.** Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) the PAGA Payment. The amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding.

The Court's approval or denial of any amount requested for these items are not conditions of this Settlement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement.

- b. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.
 - c. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment, or any amounts that otherwise would have been owed under this Agreement, provided however that, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification within the meaning of this paragraph.
 - d. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Class Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
7. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement Agreement (excluding the amounts of the Attorney Fee Award, Cost Award, Administrative Costs, and Class Representative Enhancement Payment), and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement Agreement will become null and void and the Parties will have no further obligations under this Agreement. A material modification would include, but not

necessarily be limited to, any alteration of the Gross Settlement Amount and/or the scope of the Released Claims.

8. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Counsel for Defendants and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall also respond to questions from Counsel for Defendants and Class Counsel.

- a. **Funding the Settlement:** No later than thirty (30) calendar days after Effective Final Settlement Date, Defendants shall deposit the Gross Settlement Amount of \$850,000 needed to pay the entire GSA by wiring the funds to the Settlement Administrator. Defendants shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members' Individual Settlement Share.
- b. **Disbursement:** Within fourteen (14) calendar days after the Funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of the PAGA claim. After such payment, Defendants shall have no liability for PAGA claims by or on behalf of Participating Class Members during the Class Period, which are released under this Agreement.
- c. **QSF:** The Parties agree the GSA and/or NSA is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations section 1.468B-1, 26 C.F.R. section 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the GSA as coming into existence as a QSF on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

9. Uncashed Checks. Participating Class Members and Eligible Aggrieved Employees must cash or deposit their settlement checks within one hundred

eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed settlement checks to California Rural Legal Assistance.

10. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

11. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Class Action outside of the Gross Settlement Amount.

K. Release of Claims. As of the Effective Final Settlement Date, Class Members, who do not submit a timely and valid request for exclusion, hereby release, remise and forever discharge the Released Parties from the Released Claims for the Class Period. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

L. Release of PAGA Claims. As of the Effective Final Settlement Date, this Settlement forever bars Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees during the PAGA Timeframe, from pursuing any action under PAGA, Labor Code sections 2698, *et seq.*, against the Released Parties based on or arising out of alleged violations of Labor Code sections alleged in this case.

M. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to the Plaintiff in an amount not to exceed \$10,000, in recognition of his work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs if this matter had not successfully resolved, Plaintiff hereby provides a general release of claims for himself and his spouse, heirs, successors and assigns, and forever releases, remises, and discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date of the Court grants Preliminary Approval, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule,

ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendants or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

N. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Class Action, or that but for the Settlement, the Class should be certified in the Class Action. This Agreement is entered solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and the Parties' willingness to settle the Class Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative Enhancement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
- 3. No Solicitation of Individual Settlements.** Defendants and Counsel for Defendants agree that until and unless the Court does not grant Final

Approval of the Settlement and/or the Settlement Agreement becomes null and void and/or is terminated under the terms of this Agreement, Defendants and Counsel for Defendants will not attempt to procure any individual settlements of the claims covered by this Settlement Agreement from the Class Members, excepting employment severance and general release agreements that may be offered to Class Members in conjunction with the termination of their employment with Defendants or with respect to the settlement of any other pending legal action. Should this clause be violated, Plaintiff reserves the right to terminate the Settlement Agreement. Plaintiff and Class Counsel agree until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void and/or is terminated under the terms of this Agreement, Plaintiff and Class Counsel shall not attempt to procure from Class Members any requests for exclusion from the Settlement. Should this clause be violated, Defendants reserve the right to terminate the Settlement Agreement.

4. **Publicity.** Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as class counsel, in declarations submitted to a court in support of motions for Preliminary Approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree to decline to respond to any media inquiries concerning the Settlement.
5. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
6. **Authorization to Enter the Settlement Agreement.** Class Counsel and Counsel for Defendants warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the

assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 7. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Class Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all of the Parties and counsel for all Parties or their successors-in-interest.
- 10. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 11. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 14. No Tax or Legal Advice.** The Parties understand and agree they are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that

Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that if any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

15. Jurisdiction of the Superior Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

16. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. If any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby. Notwithstanding the foregoing, if a court of competent jurisdiction modifies or deems any part of the release of the Released Claims herein invalid, then any of the Defendants may, at its election, choose to terminate this Agreement and all consideration paid must be returned and the Parties will be placed back into their pre-settlement positions.

17. Cooperation. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

18. Counterparts. This Agreement may be executed in multiple counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that Parties' counsel will exchange between themselves original signed counterparts. PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

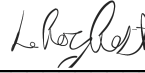
[SIGNATURES ON NEXT PAGE]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

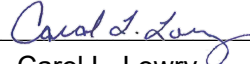
Dated: 03/28/2022, 2022

LEROY ROST



Dated: March 30, 2022

LEHIGH HANSON, INC.



By: Carol L. Lowry

Title: Vice President & General Counsel

Dated: March 31, 2022

HANSON AGGREGATES LLC

By:

Title:

Dated: March 31, 2022

HANSON AGGREGATES MID-PACIFIC, LLC (fka Hanson Aggregates Mid-Pacific, Inc.)

By:

Title:

Dated: March 28, 2022

JUSTICE LAW CORPORATION



Douglas Han, Esq.

Attorneys for Leroy Rost, on behalf of himself and all others similarly situated

Dated: _____, 2022

COZEN O'CONNOR

Jason E. Barsanti, Esq.

Attorneys for Lehigh Hanson, Inc., Hanson Aggregates, LLC, and Hanson Aggregates Mid-Pacific, LLC

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 03/28/2022, 2022

LEROY ROST



Dated: _____, 2022

LEHIGH HANSON, INC.

By: _____

Title: _____

Dated: March 30, 2022

HANSON AGGREGATES LLC



By: Roselyn Bar

Title: Vice President

Dated: March 30, 2022

HANSON AGGREGATES MID-PACIFIC, LLC (fka Hanson Aggregates Mid-Pacific, Inc.)



By: Roselyn Bar

Title: Vice President

Dated: March 28, 2022

JUSTICE LAW CORPORATION



Douglas Han, Esq.

Attorneys for Leroy Rost, on behalf of himself and all others similarly situated

Dated: April 7, 2022

COZEN O'CONNOR



Jason E. Barsanti, Esq.

Attorneys for Lehigh Hanson, Inc., Hanson Aggregates, LLC, and Hanson Aggregates Mid-Pacific, LLC

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN LUIS OBISPO

Rost v. Lehigh Hanson, Inc., et al.

Case No. 20CV-0225

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

The California Superior Court, County of San Luis Obispo has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following Class for settlement purposes ("Class" or "Class Members"):

All current and former California-based hourly-paid or non-exempt employees (whether hired directly or through a staffing agency or labor contractor) of Hanson Aggregates Mid-Pacific, LLC (formerly known as Hanson Aggregates Mid-Pacific, Inc.) within the State of California at any time during the period from April 24, 2016, to March 26, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. *Why Have I Received This Notice?*

The personnel records of Defendants Lehigh Hanson, Inc., Hanson Aggregates, LLC, and Hanson Aggregates Mid-Pacific, LLC (formerly known as Hanson Aggregates Mid-Pacific, Inc. ("Defendants")) indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, during the time period from April 24, 2016, to March 26, 2022 ("Class Period").

Questions? Call the Settlement Administrator toll free at [phone number]

A Preliminary Approval Hearing was held on [the date of preliminary approval], in the California Superior Court, County of San Luis Obispo. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2022 at [time a.m./p.m.], before Honorable Tana L. Coates, at the San Luis Obispo Superior Court located at 1050 Monterey Street, San Luis Obispo, California 93408, in Department 9.

2. What Is This Case About?

The action entitled *Rost v. Lehigh Hanson, Inc., et al.*, was commenced by Plaintiff Leroy Rost (“Plaintiff”) in the San Luis Obispo County Superior Court (Case No. 20CV-0225) as a wage-and-hour class action.

On April 21, 2020, Plaintiff provided the written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code he contends were violated and the theories supporting his contentions. On April 24, 2020, Plaintiff filed a wage-and-hour class action lawsuit against Defendants in the Superior Court of California, County of San Luis Obispo. Plaintiff’s Class Action alleged violation of: (1) Labor Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Labor Code section 226.7 (unpaid rest period premiums); (4) Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) Labor Code sections 201 and 202 (final wages not timely paid); (6) Labor Code section 226(a) (noncompliant wage statements); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) Business & Professions Code sections 17200, *et seq.*

Plaintiff filed a First Amended Complaint on November 10, 2021, which means Plaintiff revised the originally filed complaint, to add an additional cause of action for California Labor Code Private Attorneys General Act of 2004 (“PAGA”) penalties pursuant to Labor Code sections 2698, *et seq.*

The Parties later participated in mediation on October 20, 2021, with Carl J. West, an experienced and well-respected wage-and-hour class action mediator. As a result of the mediation, the Parties were eventually able to settle the Class Action for the terms outlined in this notice.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants. Instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the Class Action, all Parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

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Questions? Call the Settlement Administrator toll free at [phone number]

3. *Am I A Class Member?*

You are a Class Member if you are a current or former California-based hourly-paid or non-exempt employee (whether hired directly or through a staffing agency or labor contractor) of Hanson Aggregates Mid-Pacific, LLC (formerly known as Hanson Aggregates Mid-Pacific, Inc.) within the State of California at any time during the period from April 24, 2016, to March 26, 2022.

4. *How Does This Class Action Settlement Work?*

In this Class Action, Plaintiff sued on behalf of himself and all other similarly situated employees who were employed by Defendants as hourly-paid or non-exempt employees in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class	Attorneys for Defendants
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Jason Rothman 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	COZEN O’CONNOR Michelle Ballard Miller Jason E. Barsanti Ethan W. Chemin 1299 Ocean Avenue, Suite 900 Santa Monica, CA 90402 Telephone: (310) 393-4000 Facsimile: (415) 394-4700

The Court has decided that Justice Law Corporation is qualified to represent you and all other Class Members simultaneously. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail here.

Important Note: *Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.*

Questions? Call the Settlement Administrator toll free at [phone number]

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and will receive an Individual Settlement Share based on the total number of workweeks you were employed as an hourly-paid or non-exempt employee in California during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendants, for any the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (*i.e.*, “opt out”) by sending a timely opt out form. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FROM) CLASS ACTION SETTLEMENT”) has been provided to you along with this Notice, which can be used for this purpose. If you opt out of the Settlement, you will not be releasing the claims set forth in Section 9. The Exclusion Form must be signed, dated, and mailed by first class U.S. Mail, **postmarked no later than** [REDACTED], 2022 to: **Rost v. Lehigh Hanson, Inc., et al., C/O ILYM Group, Inc., [INSERT ADDRESS]**.

To be valid, an Exclusion Form must: (a) include the Class Member’s name, address, and last four digits of the Social Security Number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the [the Response Deadline].

If you received a remailed Notice and Exclusion Form (collectively, known as the “Notice Packet”), whether by skip-trace or forwarded mail, you will have between the later of: (a) an additional ten (10) days or (b) the Response Deadline to postmark an Exclusion Form or file and serve an objection to the Settlement. The envelope should indicate whether the Notice Packet has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives final approval from the Court.

Questions? Call the Settlement Administrator toll free at [phone number]

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at [address] by [the Response Deadline]. The objection must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members who file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector's own counsel. Class Members' timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before [the Response Deadline].

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendants and their respective successors and predecessors in interest, past, present, and future subsidiaries, affiliates, and parents (including but not limited to Martin Marietta Materials, Inc.), and their respective past or present officers, directors, shareholders, members, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and attorneys ("Released Parties"). The Released Claims are as follows:

A. Released Claims.

The claims that Plaintiff and the Class Members who do not submit a valid and timely request to exclude themselves from the Settlement (Participating Class Members") are releasing, in exchange for the consideration provided for by the Settlement, all claims in the Complaints, the notice letter sent to the LWDA, and claims that could have been pled arising out of the same operative facts. These claims include, but are not limited to: (1) failure to pay overtime (including any underpayment resulting from an allegedly improper calculation of the regular rate of pay); (2) failure to provide meal periods (or appropriate premiums in cases where meal periods were not provided); (3) failure to provide rest breaks (or appropriate premiums in cases where rest periods were not provided); (4) failure to pay minimum wages (including, but not limited to any underpayment resulting from an allegedly improper calculation of wages or the regular rate of pay); (5) failure to timely pay final wages; (6) failure to comply with itemized employee wage statement provisions; (7) failure to reimburse business expenses; (8) violation of Business & Professions Code sections 17200, *et seq.*; and (9) violation of the Private Attorneys General Act of 2004 (including violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders. The Released Claims only apply to periods of time when Class Members were members of the Class (*i.e.*, excluding periods of time in an exempt position or when employed outside of California).

Questions? Call the Settlement Administrator toll free at [phone number]

(“Released Claims”).

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendants could be required to pay under the Agreement shall be up to, but no more than, \$850,000.00 (“Gross Settlement Amount”).

The “Net Settlement Amount” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of:

- (1) the Class Representative Enhancement Payment to Plaintiff in an amount up to \$10,000.00 for prosecution of the Class Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims;
- (2) the Administration Costs to the Settlement Administrator in the amount of a not-to-exceed quote of \$9,900.00.
- (3) the PAGA Payment of \$60,000.00, seventy-five percent (75%) of which (\$45,000.00) will be paid to the LWDA and twenty-five percent (25%) of which (\$15,000.00) shall be distributed to Eligible Aggrieved Employees, on a pro rata basis;
- (4) the Attorney Fee Award to Class Counsel in an amount not to exceed \$297,500.00 (35% of the Gross Settlement Amount); and
- (5) the Cost Award to Class Counsel in an amount not to exceed \$30,000.00 for litigation costs.

All these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed among all Class Members who have not opted out. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of weeks he or she worked as an hourly-paid or non-exempt employee employed by Hanson Aggregates Mid-Pacific, LLC (fka Hanson Aggregates Mid-Pacific, Inc.) in California during the Class Period based on the Database provided by Defendants, (ii) divided by the total number of weeks worked by any and all Participating Class Members during the Class Period based on the same Database, (iii) which is then multiplied by the Net Settlement Amount.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is as follows: \$ [redacted], less taxes. This is based on Defendants’ records which show you worked [redacted] workweeks between the dates of April 24, 2016, to March 26, 2022.

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed and the Class Counsel and Counsel for Defendants will make a final determination.

Questions? Call the Settlement Administrator toll free at [phone number]

Each Participating Class Member's Individual Settlement Share will be apportioned as follows: one-third (1/3) wages and two-third (2/3) penalties and interests. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share.

No later than thirty (30) calendar days after Effective Final Settlement Date, Defendants shall deposit the Gross Settlement Amount of \$850,000.00 needed to pay the entire Gross Settlement Amount by wiring the funds to the Settlement Administrator. Within fourteen (14) calendar days after the Funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the uncashed settlement checks to the California Rural Legal Assistance.

11. *What is the PAGA Payment and Am I Eligible for it?*

Under the terms of the Settlement, \$60,000.00 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. \$45,000.00 will be sent to the State of California and Eligible Aggrieved Employees will share \$15,000.00 based on the number of pay periods they worked during the PAGA Timeframe.

You are an aggrieved employee eligible to share in the PAGA Payment under the Settlement if you are a current or former California-based hourly-paid or nonexempt employee (whether hired directly or through a staffing agency or labor contractor) of Hanson Aggregates Mid-Pacific, LLC (fka Hanson Aggregates Mid-Pacific, Inc.) within the State of California at any time during the period from April 24, 2019, to March 26, 2022 ("Eligible Aggrieved Employees" and "PAGA Timeframe").

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the \$15,000.00 of the PAGA Payment allocated to Eligible Aggrieved Employees. Each individual share will be calculated by: (i) determining the total number of pay periods during the PAGA Timeframe during which the Eligible Aggrieved Employee was employed, (ii) dividing this number by the total number of pay periods during the PAGA Timeframe during which all Eligible Aggrieved Employees were employed (*i.e.*, the sum of all pay periods of employment for all Eligible Aggrieved Employees), and (iii) multiplying this number by the \$15,000.00 allocated to the Eligible Aggrieved Employees.

Based on your total number of pay periods, your portion of the PAGA Payment is \$ [redacted]. You are responsible for paying any federal, state, or local taxes owed because of this payment.

Questions? Call the Settlement Administrator toll free at [phone number]

Because these penalties can only be sought by the State of California, you cannot exclude yourself or object to the PAGA portion of the Settlement if the Court grants final approval.

If you are not an Eligible Aggrieved Employee, this section does not apply to you. However, you may also be a Class Member and an Eligible Aggrieved Employee. If you are both a Class Member and an Eligible Aggrieved Employee, then both portions of the Settlement will apply to you.

12. How Will Class Counsel Be Paid?

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an Attorney Fee Award in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$297,500.00) for attorneys' fees and a Cost Award in a sum not to exceed \$30,000.00 as reimbursement for litigation costs and expenses incurred.

Defendants are responsible for all their own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "Lehigh Hanson, Inc., *et al.*, class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the San Luis Obispo Superior Court at located at 1050 Monterey Street, San Luis Obispo, California 93408 between 8:00 a.m. and 4:00 p.m.

You may also contact Class Counsel, whose contact information is above, and they will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Questions? Call the Settlement Administrator toll free at [phone number]

EXHIBIT B

ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of San Luis Obispo

Rost v. Lehigh Hanson, Inc., et al.

Case No. 20CV-0225

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN _____, 2022.

PLEASE MAIL THIS EXCLUSION FORM VIA FIRST CLASS U.S. MAIL TO:

**LEHIGH HANSON, INC., HANSON AGGREGATES, LLC, AND HANSON AGGREGATES
MID-PACIFIC, LLC (fka HANSON AGGREGATES MID-PACIFIC, INC.):**

SETTLEMENT ADMINISTRATOR, C/O ILYM GROUP, INC.

[ADDRESS]

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS ACTION REFERRED TO ABOVE, AND NOT TO BE INCLUDED IN THE CLASS OF PLAINTIFFS IN THAT ACTION. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT, EXCEPT MY PORTION OF THE CIVIL PENALTIES THAT IS ALLOCATED TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE §§ 2698, *et seq.*, SETTLEMENT.

I ALSO UNDERSTAND IF I ELECT TO OPT OUT OF THIS CLASS ACTION SETTLEMENT, ANY CLAIMS I HAVE WILL NOT BE RELEASED; EXCEPT THAT, EVEN IF I ELECT TO OPT OUT, I CANNOT PURSUE ANY ACTION UNDER PAGA AGAINST THE RELEASED PARTIES FOR ANY CLAIMS THAT AROSE BETWEEN APRIL 24, 2019, TO MARCH 26, 2022.

I confirm that I am and/or was employed by Hanson Aggregates Mid-Pacific, LLC (formerly known as Hanson Aggregates Mid-Pacific, Inc.) as a California-based hourly-paid or non-exempt employee (whether hired directly or through a staffing agency or labor contractor) within the State of California at any time during the period from April 24, 2016, to March 26, 2022. I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the Class, and I have decided **not** to participate in the proposed settlement.

Dated: _____

(Signature)

(Last four digits of Social Security number)

(Type or print name and former name(s))

(Telephone number)

(Address)

(Address continued)

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On April 26, 2022, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Rost v. Lehigh Hanson, Inc., et al.**
LWDA/Court Case No.: **LWDA-CM-783988-20**
20CV-0225
San Luis Obispo County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 April 26, 2022, at Pasadena, California.



Mariah Anderson