

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") entered into between **LA CONCRETE WORKS, INC.** (the "Company") on the one hand, and **SAUL MENDOZA**, who may be referred to as "you", on the other hand.

1. **Acknowledgment and Background Regarding Release Agreement.** By signing this Agreement, you acknowledge and understand the following:

(a) You have carefully read and reviewed this Agreement and understand it contains important information regarding your rights;

(b) There is currently a class action lawsuit (the "Lawsuit") pending against the Company in Los Angeles County Superior Court entitled *Saul Mendoza v. LA Concrete Works, Inc.*, Case No. 22STCV29759, in which you are currently the named Plaintiff;

(c) The Lawsuit alleges the Company failed to pay all minimum and overtime wages; failed to provide meal and rest periods; failed to pay missed meal and rest premiums; failed to maintain accurate employment records; failed to timely pay wages during employment; failed to pay all wages earned and unpaid at separation; failed to indemnify all necessary business expenditures; failed to furnish accurate itemized wage statements; and engaged in unfair and unlawful business practices as a result of the violations of the California Labor Code;

(d) You represent and agree that you no longer wish to pursue the Lawsuit on your own behalf or on behalf of all others similarly situated or other allegedly aggrieved employees;

(e) You acknowledge and agree that you have been paid all wages concededly due and any dispute over additional wages is a bona fide dispute;

(f) If you were to prove the Company failed to comply with California law, you may be entitled to certain other damages or penalties. However, the Company does not believe any additional amounts are owed.

2. **Payment terms.** By signing this Agreement, you accept the Company's offer of **\$2,849.25** (the "Settlement Amount") in exchange for releasing any claims you have or may have against the Company. This payment will be made less taxes and other payroll deductions required by law, in full and complete satisfaction and release of the claims described in this Agreement. The Settlement Amounts represents valuable consideration, to which the Company contends you are not otherwise entitled.

3. **Release of Claims in Exchange for Payment.** In exchange for receiving the Settlement Amount, you agree to release, and do release, the Company (as well as its affiliated and related companies, subsidiaries, parents, successors, assigns, current and former employees, current and former contractors and subcontractors, owners, officers, directors, agents, attorneys and insurers) from any and all claims arising under the California, Labor Code, IWC Wage Orders, and other wage and hour laws governing hours and days of work, wages, wage statements, record keeping requirements, notice requirements, business expenses, separation pay, exemptions, seating, and unfair business practices generally, and any and all claims you have or may have against the Company arising out of

or related to the manner in which you were compensated by the Company, that you have, had or might have against the Company up to the date you sign this Agreement. Such claims include but are not in any way limited to the failure to pay minimum wages, failure to pay straight time wages, failure to pay overtime wages, failure to pay timely earned wages, failure to provide meal periods, failure to provide compensation for noncompliant meal periods, failure to provide rest periods, failure to provide compensation for noncompliant rest periods, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to provide written notice of information material to employment, failure to timely pay wages during employment, failure to timely pay wages at the end of employment, failure to reimburse business expenses, that are based on violations of the California Labor Code, including but not in any way limited to Sections 98.6, 201, 202, 203, 204, 204b, 204.3, 208, 210, 218.5, 223, 225.5, 226, 226.3, 226.7, 232.5, 246, 247.5, 256, 510, 512, 516, 551, 552, 558, 976, 1174, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2802, 2810.5, 2804, and relevant sections of the applicable IWC Wage Orders. The released claims also include unfair competition and unfair business practices pursuant to California Business and Professions Code section 17200 *et seq.*, claims for interest and costs pursuant to California Civil Code of Civil Procedure section 1021.5 and California Labor Code section 218.6, claims for statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code section 1194 *et seq.*, and/or violation or breach of any other state or federal statute, rule and or regulation, including all applicable Wage Orders of the Industrial Welfare Commission (collectively, the "Released Claims").

4. **Scope and Effect of This Release.** Signing this release means that you are forever releasing and settling each and all of the Released Claims described above and each of the claims pursued in the Lawsuit, and forego any right to recover any wages, overtime wages, double time wages, premium wages, interest, penalties, civil penalties, and/or reimbursements. Further, the Released Claims include all claims made in the complaint filed in the Lawsuit. Signing this release also means you cannot and will not pursue any remedies in the Lawsuit as a class representative or class member, and you waive any right to recover any monies through the Lawsuit. This release applies even to claims that are released by the terms of the Agreement that you did not know you had at the time you sign this Agreement. Specifically, as to the Released Claims and each and all of the claims alleged in the Lawsuit, you expressly waive and relinquish all respective rights and benefits, if any, arising under the provisions of California Civil Code § 1542, which provides:

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.

Moreover, by signing this Agreement, you acknowledge and agree that you have been provided an opportunity to determine and have resolved what, if any, disputed amounts are owed to you and you agree that the Settlement Amount offered by the Company more than fully compensates you for, and thus settles, any and all claims you may have related to the Released Claims and allegations in the Lawsuit. You agree to not participate in any individual or class action lawsuit that may include any of the Released Claims, and any related requests for penalties, fees, interest, and payment for other violations of the California Labor Code that you would be releasing when you sign this Agreement.

5. **Warranty Against PAGA.** By executing this Agreement, you represent, warrant and confirm that you are not an aggrieved employee for purposes of acting as a Private Attorney General under the

California Labor Code Private Attorneys General Act of 2004 ("PAGA"), and specifically that you did not suffer any violation that would form the basis for you to pursue a claim under PAGA. You disclaim any right to act as a Private Attorney General under PAGA. If this provision of this Agreement is deemed unconscionable or unenforceable, it shall be severed, and the rest of the Agreement shall be enforced.

6. **Claims Not Waived.** You retain all rights and claims not specifically released in this Agreement. By signing this Agreement, you release only the claims you specifically agreed to release in this Agreement. The scope of this release does not concern or affect claims unrelated to the Lawsuit. It also does not grant or create any rights or remedies in connection with such claims.

7. **Attorney Review, Attorneys' Fees and Costs.** You are free to have an attorney review this Agreement at your expense. Under any circumstance, however, each side shall bear their own attorneys' fees and costs in any way arising out of this Agreement, this release, the Lawsuit, and/or payment of the Settlement Amount.

8. **Miscellaneous.** By signing this Agreement, you understand and acknowledge that you were advised that you had the right to consult an attorney at your own expense before signing this Agreement, you were given a reasonable period of time to do so, and you may voluntarily waive that right. By signing this Agreement, you also understand and acknowledge that you are not waiving any rights that are unrelated to the Released Claims and/or the allegations in the Lawsuit, and that your decision to sign, or not sign, this Agreement is entirely voluntary. The Company will not take any action against you or any other employee for refusing to sign this Agreement. If any provision of this Agreement is deemed unconscionable or unenforceable, it shall be severed and the rest of the Agreement, and the remainder of the Agreement shall be enforced. This Agreement is not an admission of wrongdoing by the Company. It is not necessary for the Company to sign this Agreement and Release.

BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND KNOWINGLY AND VOLUNTARILY RELEASE ANY CLAIMS THAT YOU HAVE AGAINST THE COMPANY OR ITS OFFICERS OR EMPLOYEES AS DESCRIBED HEREIN, IN EXCHANGE FOR THE PAYMENT SPECIFIED IN THIS AGREEMENT. YOU ALSO AGREE THAT THIS AGREEMENT PREVENTS YOU FROM PARTICIPATING IN THE LAWSUIT AND BARS YOU FROM ANY FURTHER RECOVERY.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THESE TERMS.

DATE: 9-30-2022

Signature: 
Printed Name: Saul Mendonça