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Attorneys for Plaintiff
LEONEL LUNA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LEONEL LUNA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DEMCON CONCRETE CONTRACTORS,
INC., a California corporation; D AND D
CONCRETE CONSTRUCTION, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 37-2023-00004126-CU-OE-CTL

*[Assigned for all purposes to Hon. Carolyn
Caietti, Dept. C-70]*

**AMENDED ~~[PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: April 26, 2024
Time: 10:30 a.m.
Dept.: C-70

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

04/29/2024 at 10:36:00 AM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

1 The Motion of Plaintiff Leonel Luna (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (“Motion”) came on regularly for hearing before this Court on April 26, 2024
3 in Department C-70. The Court, having considered the proposed Stipulation of Settlement (the
4 “Settlement”), attached as **Exhibit 2** to the Declaration of Scott M. Lidman filed concurrently
5 with the Motion; having considered Plaintiff’s Motion, Memorandum of Points and Authorities
6 in support thereof, and supporting declarations filed therewith; and good cause appearing,
7 **HEREBY ORDERS THE FOLLOWING:**

8 1. The Court GRANTS preliminary approval of the class action settlement as set
9 forth in the Settlement and finds it terms to be within the range of reasonableness of a settlement
10 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
11 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
12 there is a sufficiently well-defined community of interest among the members of the Settlement
13 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
14 conditional certification of the following Settlement Class:

15 All current and former non-exempt, hourly employees of Defendants
16 Demcon Concrete Contractors, Inc. and D and D Concrete Construction,
17 Inc. who worked at any time in California during the Class Period.

18 2. For purposes of the Settlement, the “Class Period” shall mean the time period of
19 January 30, 2019 through December 17, 2023.

20 3. For purposes of this Settlement, the group of PAGA Employees is defined as
21 follows:

22 All current and former non-exempt, hourly employees of Defendants
23 Demcon Concrete Contractors, Inc. and D and D Concrete Construction,
24 Inc. who worked at any time in California during the PAGA Period

25 4. For purposes of the Settlement, the “PAGA Period” shall mean the time period
26 of January 30, 2022 through December 17, 2023.

1 5. For purposes of the Settlement, the Court designates named Plaintiff Leonel Luna
2 as Class Representative, and Scott M. Lidman, and Milan Moore of Lidman Law, APC and Paul
3 K. Haines of Haines Law Group, APC as Class Counsel.

4 3. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-
5 party Settlement Administrator for mailing notices.

6 4. The Court approves, as to form and content, the Notice of Pendency of Class
7 Action and Proposed Settlement and Notice of Individual Settlement Award attached to the
8 Settlement as **Exhibit A**.

9 5. The Court finds that the form of notice to the Settlement Class regarding the
10 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
11 members, constitutes the best notice practicable under the circumstances, and constitute valid,
12 due, and sufficient notice to all members of the Settlement Class. The form and method of giving
13 notice complies fully with the requirements of California Code of Civil Procedure section 382,
14 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
15 United States Constitutions, and other applicable law.

16 6. The Court further approves the procedures for Settlement Class members to opt
17 out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and
18 Proposed Settlement.

19 7. The procedures and requirements for filing objections in connection with the Final
20 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
21 presentation of any Settlement Class member’s objection to the Settlement, in accordance with
22 the due process rights of all Settlement Class members.

23 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of
24 Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the
25 Class members in accordance with the terms of the Settlement.

26 9. The Class Notice shall provide at least 60 calendar days’ notice for Settlement
27 Class members to dispute, opt out of, or object to, the Settlement.
28

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department C-70 of this Court, located at 330 West Broadway, San Diego, CA 92101 on September 26, 2024 at 10:30 a.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	10 business days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	September 26, 2024 at 10:30 a.m.

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

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7 Dated: 04/29/2024

8 Honorable Carolyn Caietti
9 Judge of the Superior Court
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

LEONEL LUNA,

Plaintiff,

vs.

DEMCON CONCRETE CONTRACTORS, INC., a
California corporation; D AND D CONSTRUCTION,
INC., a California corporation; and Does 1 through
100,

Defendants.

Case No. 37-2023-00004126-CU-OE-CTL

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendants Demcon Concrete Contractors, Inc. and D and D Concrete Construction, Inc. who worked at any time in California between January 30, 2019 and December 17, 2023. Collectively, these employees will be referred to as "Settlement Class members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Leonel Luna v. Demcon Concrete Contractors and D and D Construction, Inc.*, Case No. 37-2023-00004126-CU-OE-CTL (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendants' records show that you were employed with one or both of the Defendants as a non-exempt, hourly employee in California between January 30, 2019 and December 17, 2023 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Leonel Luna ("Plaintiff") brought this Lawsuit against Defendants, seeking to assert claims on behalf of a class of current and former non-exempt, hourly employees who worked for one or both of the Defendants in California at any time between January 30, 2019 and December 17, 2023. Plaintiff Leonel Luna is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Defendants failed to pay Settlement Class members all minimum wages and overtime wages, and failed to provide all required meal and rest periods. The Lawsuit also alleges that Defendants failed to provide Settlement Class members with itemized wage statements in compliance with California law, failed to timely pay all wages owed to Settlement Class members upon their separation of employment from Defendants, and failed to reimburse all necessary business expenditures. As a result of the foregoing alleged violations, Plaintiff also alleges

that Defendants engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act.

Defendants deny that they have done anything wrong. Defendants further deny that they owe Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendants have concluded that it is in their best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendants, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendants' policies strictly prohibit unlawful retaliation.

Defendants will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members:

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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for Defendants in California at any time between January 30, 2019 and December 17, 2023. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendants as described below.

Defendants have agreed to pay \$1,100,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, the Class Representative’s Service Award and monies to be paid to the LWDA. Defendants’ share of employer-side payroll taxes associated with any wage payments to Settlement Class members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$366,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$25,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$10,000.00, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$50,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$37,500.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or \$12,500.00, will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately <<\$ >> to be shared among an up to << >> estimated Settlement Class members.

The NSA will be divided as follows: Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of Actual Workweeks (defined as any workweek in which the Settlement Class Member worked at least one day) the Settlement Class Member worked during the Class Period, the numerator of which is the Settlement Class Member’s total Actual Workweeks worked during the Class Period, and the denominator of which is the total Actual Workweeks worked by all Settlement Class Members (who do not opt out) who worked during the Class Period.

In addition, Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each Settlement Class Member who was employed by Defendant at any time from January 30, 2022 and December 17, 2023, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the period of January 30, 2022 through December 17, 2023, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Members' number of pay periods worked during the time period from January 30, 2022 and December 17, 2023, and the denominator of which is the total number of pay periods worked by all Settlement Class Members during the time period of January 30, 2022 and December 17, 2023

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion in approximately << >>.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Each Settlement Class Member and PAGA Employee who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members or PAGA Employees who checks were not cashed within 180 days after mailing will be transferred to the California State Controller's Office - Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Payment by Defendants of the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendants to the Settlement Administrator within the latter of: (i) [insert date which is 18 months after the long form is signed]; or (ii) thirty (30) days after the Effective Date.

The "Effective Date" is defined as the latter of: a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Based on the above, the Gross Settlement Amount is expected to be paid by approximately << >>.

Within ten (10) calendar days following Defendants' deposit of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendants, and all of their past and present owners, officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties") from any and all claims, demands, rights, liabilities and causes of action that were pled in the operative First Amended Complaint or arising from the same operative facts and/or allegations as those set forth in the operative First Amended Complaint in the Action, that arose during the Class Period defined above including with respect to the following

claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to indemnify all necessary business expenditures (g) failure to pay all wages owed upon termination; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”)

The time period of the Release shall be the same time as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion and Plaintiff), will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on the following (and as alleged in the letter to the Labor & Workforce Development Agency (“LWDA”) dated January 30, 2023): (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to pay all wages upon separation of employment; and (g) failure to reimburse all necessary business expenditures, that occurred during the PAGA Period (collectively, “PAGA Released Claim”)

PAGA Employees includes all current and former non-exempt, hourly employees employed by Defendants in California at any time between January 30, 2022 and December 17, 2023. The time period of the PAGA Released Claim is January 30, 2022 through December 17, 2023. (“PAGA Period”).

The releases are null and void if Defendants fail to fully fund the Gross Settlement Amount.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of Actual Workweeks you worked during the Class Period. The information contained in Defendants’ records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion from the Class Action Settlement” letter or card postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

1 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE LUNA V. DEMCON LAWSUIT. I
2 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT OF THIS LAWSUIT.”

3 Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR
4 CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt
5 by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any
6 portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a
Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement
7 Class, and you will be bound by the terms of the Settlement.

8 You will still receive a portion of the PAGA Amount if you submit a Request for Exclusion and be bound by the
9 PAGA Release.

10 Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court
11 rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement,
12 or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must
13 include your name, address, as well as contact information for any attorney representing you regarding your
14 objection, the case name and number, each specific reason in support of your objection, and any legal or factual
15 support for each objection together with any evidence in support of your objection. Written objections must be
16 postmarked on or before <<RESPONSE DEADLINE>>.

17 If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL
18 APPROVAL HEARING DATE/TIME>> in Department C-70 of the San Diego County Superior Court, located at
19 330 West Broadway, San Diego, California 92101. You have the right to appear either virtually, in person or through
20 your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement
21 must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE
22 DEADLINE>>. All objections or other correspondence must state the name and number of the case: *Leonel Luna v.*
23 *Demcon Concrete Contractors, Inc.*, Case No. 37-2023-00004126-CU-OE-CTL.

24 For information on how to access a hearing virtually, please visit the Court’s website at www.sdcourt.ca.gov and
25 click on “Covid-19 & Court Information” or visit
26 http://www.sdcourt.ca.gov/portal/page?_pageid=55.2053814&_dad=portal&_schema=PORTAL and click on “Civil
27 Independent Calendar Virtual Hearings”

28 If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the
Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do
not object.

What is the next step?

21 The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on
22 <<FINAL APPROVAL HEARING DATE/TIME>>, in Department C-70 of the San Diego County Superior Court,
23 located at 330 West Broadway, San Diego, California 92101. The Court also will be asked to rule on Class Counsel’s
24 request for attorneys’ fees and reimbursement of documented costs and expenses and the Service Award to the Class
25 Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members.
26 **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome
to attend the hearing.**

27 The Court’s final judgment and any changes to the date, time, or location of the Final Approval Hearing will be
28 posted on the Settlement Administrator’s website at (<http://.com>).

How can I get additional information?

1 This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's
2 files and the Settlement Agreement at the Office of the Clerk of the San Diego County Superior Court, located at 330
3 West Broadway, San Diego, California 92101, during regular court hours. For more information on how to view the
file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's
website at www.sdcourt.ca.gov, and click on "General Info", "Access Court Records", and "Obtain a Copy of File".
You may also contact Class Counsel using the contact information listed above for more information.

4 **PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR ITS ATTORNEYS FOR INFORMATION**
5 **ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

6
7 ***REMINDER AS TO TIME LIMITS***

8 The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.
9 These deadlines will be strictly enforced.

10 **BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

1 **NOTICE OF INDIVIDUAL SETTLEMENT AWARD**

2 *LEONEL LUNA v. DEMCON CONCRETE CONTRACTORS, INC., ET AL.*

3 SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2023-00004126-CU-OE-CTL

4 Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your
5 personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III),
6 below. It is your responsibility to keep a current address on file with the Settlement Administrator.

7 **(I) Please type or print your name:**

8 _____
9 (First, Middle, Last)

10 **(II) Please type or print the following identifying information if your contact information has changed:**

11 _____
12 Former Names (if any)

13 _____
14 New Street Address

15 _____
16 City

17 _____
18 State

19 _____
20 Zip Code

21 **(III) Information Used to Calculate Your Individual Settlement Award:**

22 According to the records of Demcon Concrete Contractors, Inc. and D and D Concrete Construction, Inc.
23 (“Defendants”):

24 (a) You were employed by one or both Defendants and worked a total of _____ workweeks between January
25 30, 2019 and December 17, 2023; and

26 (b) You were employed by one or both Defendants and worked a total of _____ pay periods between January
27 30, 2022 and December 17, 2023.

28 **Based on the above, your Individual Settlement Award is estimated to be \$ _____.**

(IV) If you disagree with items (a) – (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendants’ records, Defendants’ records will control unless you are able to provide documentation that establishes that Defendants’ records are mistaken. If there is a dispute about whether Defendants’ information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the “Notice of Pendency of Class Action and Proposed Settlement” that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**