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Attorneys for Plaintiff Scotto
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

BRANDYN SCOTTO and ANGEL
RODRIGUEZ, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

v.

COVI CONCRETE CONSTRUCTION, INC.,
a California corporation; and DOES 1-100,
inclusive,

Defendant.

Case No. 30-2023-01351136-CU-OE-CXC

[Assigned for all purposes to the Honorable
Judge Lon F. Hurwitz, Dept. CX103]

[Related to case 30-2024-01396787-CU-OE-
CXC]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Complaint Filed: September 26, 2023
Related Complaint Filed: April 30, 2023
Trial Date: Not Set

LAWYERS FOR JUSTICE, PC

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Esq., and Vartan Madoyan, Esq. of Lawyers for Justice, PC, and Kane Moon, Esq., Lilit Ter-Astvatsatryan, Esq., and Michael Citrin, Esq. of Moon Law Group, PC.

G. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be paid to Class Counsel, as defined below, for the expenses they have incurred of up to \$30,000.

H. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class Counsel, as defined below, for the services they have rendered to Plaintiffs, the Class, the Aggrieved Employees and the State of California in the Actions, currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$400,000.00 out of \$1,200,000.00. Attorneys' fees will be divided between Class Counsel, as defined below, as follows: 29.75% to Lawyers for Justice, PC, 27.625% to Zakay Law Group, APLC, 27.625% to JCL Law Firm, APC, and 15% Moon Law Group, PC.

I. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment; workweeks worked during the Class Period; and pay periods worked during the PAGA Period.

J. "Class Period" means the period beginning September 26, 2019, to November 20, 2024.

K. "Class Representatives" shall mean Plaintiff Scotto and Plaintiff Rodriguez.

L. "Court" means the Superior Court for the State of California, County of Orange currently presiding over the Action.

M. "Defendant" shall mean Covi Concrete Construction, Inc.

N. "Effective Date" means the first date upon which all of the following events have occurred:

1. this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. the Court has preliminarily approved the Settlement;
3. notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. the Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and,
5. the later of: (a) the date sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Order and Judgment, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded. In this regard, it is the intention of the Parties that the Effective Date of Settlement shall not be a date before the Court's order approving the Settlement has become completely final, and there is no timely recourse by any person who seeks to object to or otherwise contest the Settlement.

O. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accordance with the terms of this Agreement. Because Defendant is paying in two installments, the Funding Date is considered the later date.

P. "Gross Settlement Amount" means One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) that Defendant must pay into the QSF, as defined below, in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

- 1 Q. "Individual Settlement Payments" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be
4 paid by a single settlement check made payable to Settlement Class Members.
- 5 R. "LWDA" shall mean the Labor and Workforce Development Agency.
- 6 S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
7 (\$60,000.00) payable to the to the LWDA.
- 8 T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
9 Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and
10 Settlement Administration Costs.
- 11 U. "Notice Packet" means the Class Notice to be provided to the Class Members by the
12 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
13 than formatting changes to facilitate printing by the Settlement Administrator).
- 14 V. "Operative Complaint" shall mean the First Amended Complaint that will be filed in
15 the *Scotto* Action that consolidates the claims and parties from the *Rodriguez* Action
16 before Preliminary Approval.
- 17 W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
18 Labor Code Section 2698 *et seq.*
- 19 X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
20 that each Aggrieved Employee worked for Defendant divided by the total Pay Periods
21 that all Aggrieved Employees worked for Defendant during the PAGA Period.
- 22 Y. "PAGA Payment" shall mean Sixty Thousand Dollars and Zero Cents (\$60,000.00)
23 to be allocated from the Gross Settlement Amount, with 25% of the payment going
24 to the Aggrieved Employees and 75% of the payment going to the Labor and
25 Workforce Development Agency. The amount of the PAGA Payment is subject to
26 Court approval pursuant to California Labor Code section 2699(1). Any reallocation
27 of the Gross Settlement Amount to increase the PAGA Payment will not constitute
28 grounds by either party to void this Agreement, so long as the Gross Settlement

Amount remains the same. for settlement of PAGA Claims asserted in the Action.

Z. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked for Defendant in California.

AA. “PAGA Period” means the period beginning April 28, 2023, through November 20, 2024.

BB. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

CC. “Payment Ratio” means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

DD. “Plaintiffs” shall mean Brandyn Scotto and Angel Rodriguez.

EE. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

FF. “Released Class Claims” shall mean the release from Settlement Class Members of all class claims alleged, or reasonably could have been alleged, based on the facts alleged, in the Operative Complaint in the *Scotto* Action including any other derivative claims including claims for statutory or civil penalties (except for PAGA penalties which are separately released herein), liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief, which occurred during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

GG. “Released PAGA Claims” shall mean the release from the Aggrieved Employees of all PAGA claims alleged based on the facts asserted in the operative complaint in the *Scotto* Action and Plaintiff Rodriguez's PAGA notice to the LWDA including any other derivative claims including claims for statutory or civil PAGA penalties,

1 interest, attorneys' fees, litigation and other costs, which occurred during the PAGA
2 Period, and expressly excluding claims for vested benefits, wrongful termination,
3 unemployment insurance, disability, social security, workers' compensation, and
4 PAGA claims outside of the PAGA Period.

5 HH. "Released Parties" shall mean Defendant and any of its former or present direct and/or
6 indirect parents, affiliates, subsidiaries, successors, companies, divisions, officers,
7 directors, managers, owners, members, heirs, exempt employees, partners,
8 shareholders, attorneys, agents, fiduciaries, assigns, insurers, investors, predecessors,
9 executors, administrators, beneficiaries, legal representatives, or trustees.

10 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
11 Administrator mails Notice Packets to Class Members and the last date on which
12 Class Members may submit requests for exclusion or objections to the Settlement.
13 Neither side shall encourage any Class Member to opt out.

14 JJ. "Service Award" means an award in the amount of \$10,000.00 or in an amount that
15 the Court authorizes to be paid to each Class Representative (\$20,000.00 total), in
16 addition to their Individual Settlement Payment and their individual Aggrieved
17 Employee Payment, in recognition of their efforts and risks in assisting with the
18 prosecution of the Action.

19 KK. "Settlement" means the disposition of the Actions pursuant to this Agreement.

20 LL. "Settlement Administration Costs" shall mean the amount paid to the Settlement
21 Administrator from the Gross Settlement Amount for administering the Settlement
22 pursuant to this Agreement. Settlement Administrator shall be mutually agreed to by
23 the Parties. Settlement Administration Costs shall not exceed the estimate of the
24 Settlement Administrator to administrate the settlement. The Settlement
25 Administration Costs shall include certified Spanish translation of the class notice.

26 MM. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
27 Drive, Suite 154, Irvine, CA 92618; Tel: (949) 878-3676. The Settlement
28 Administrator establishes, designates, and maintains, as a QSF under Internal

Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant.

NN. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

OO. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant(s) during the Class Period in California.

II. RECITALS

A. On September 26, 2023, Plaintiff Scotto filed a Class Action complaint in the Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC (“Scotto Action”), alleging claims for:

1. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
3. Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
5. Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
6. Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
7. Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

8. Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
9. Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
10. Violation of California Business & Professions Code §§ 17200, et seq.

B. On April 29, 2024, Plaintiff Rodriguez filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

C. On April 30, 2024, Plaintiff Rodriguez filed a Class Action complaint in the Orange County Superior Court, Case No. 30-2024-01396787-CU-OE-CXC (“Rodriguez Action”), alleging claims for:

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
- and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

D. The Class Representatives believe they have claims based on alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

E. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representatives, alleged in the Operative Complaint, and/or alleged in the Class

Representative's PAGA notices to the LWDA are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

F. The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

G. On November 20, 2024, the Parties participated in mediation presided over by Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

H. Prior to seeking preliminary approval, the Parties will stipulate to the filing of a First Amended Complaint in the Action that consolidates the class and PAGA claims in the same action for settlement approval purposes. Upon Final Approval of the Settlement, the Parties will submit a Joint Motion requesting to dismiss, without

prejudice, *Angel Rodriguez v. Covi Concrete Construction, Inc.*, Case No. 30-2024-01396787, currently pending the Orange County Superior Court.

I. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class Members have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit.

J. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

K. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount

1 of One Million Two Hundred Thousand Dollars and Zero Cents
2 (\$1,200,000.00). The Parties agree that this is a non-reversionary Settlement
3 and that no portion of the Gross Settlement Amount shall revert to Defendant.
4 Other than the Defendant's share of employer payroll taxes and as provided
5 in Section III.A.2 below, Defendant shall not be required to pay more than the
6 Gross Settlement Amount.

7 2. Class Size. Defendant represents that the Class was comprised of
8 approximately 794 individuals who collectively worked approximately
9 47,222 Workweeks ("Projected Workweeks") during the Class Period. No
10 later than thirty (30) days after execution of the final settlement documents,
11 Defendant will provide the Settlement Administrator with the Class Data in
12 order to ensure the Settlement Administrator has sufficient time to prepare a
13 declaration prior to the filing of the motion for Preliminary Approval. If the
14 actual number of Workweeks worked during the Class Period exceeds the
15 Projected Workweeks by more than 10%, the settlement amount will be
16 increased by the actual percentage of increased workweeks.

17 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
18 into the QSF, through the Settlement Administrator on or before the Funding
19 Date. Any interest accrued will be added to the NSA and distributed to the
20 Settlement Class Members except that if final approval is reversed on appeal,
21 then Defendant is entitled to prompt return of the principal and all interest
22 accrued.

23 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
24 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
25 together with the Gross Settlement Amount on the Funding Date.

26 B. Release by Settlement Class Members. Upon entry of final judgment and funding of
27 the Gross Settlement Amount, in exchange for the consideration set forth in this
28 Agreement, Plaintiffs and the Settlement Class Members release the Released Parties

1 from the Released Class Claims for the Class Period. As a result of this release, the
2 Settlement Class Members shall be precluded from bringing claims against Defendant
3 and the Released Parties for the Released Class Claims.

4 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
5 consideration set forth in this Agreement, Plaintiff Rodriguez, the LWDA and the State
6 of California release the Released Parties from the Released PAGA Claims for the
7 PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded
8 from bringing claims against Defendant and the Released Parties for the Released
9 PAGA Claims for the PAGA Period.

10 D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth
11 in this Agreement, Plaintiffs waive, release, acquit and forever discharge the Released
12 Parties from any and all claims, whether known or unknown, which exist or may exist
13 on either Plaintiff's behalf as of the date of this Agreement, including but not limited
14 to any and all tort claims, contract claims, wage claims, wrongful termination claims,
15 disability claims, benefit claims, public policy claims, retaliation claims, statutory
16 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
17 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
18 under any federal, state or other governmental statute, law, regulation or ordinance,
19 including, but not limited to claims for violation of the Fair Labor Standards Act, the
20 California Labor Code, the Wage Orders of California's Industrial Welfare
21 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
22 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
23 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
24 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
25 California's Whistleblower Protection Act, California Business and Professions Code
26 Section 17200 et seq., and any and all claims arising under any federal, state or other
27 governmental statute, law, regulation or ordinance. Plaintiffs also waive and relinquish
28

1 any and all claims, rights or benefits that they may have under California Civil Code
2 Section 1542, which provides as follows:

3
4 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
5 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
6 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
7 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
8 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
9 ***OR RELEASED PARTY.***

10
11 E. Thus, notwithstanding the provisions of section 1542, and to implement a full and
12 complete release and discharge of the Released Parties, Plaintiffs expressly
13 acknowledge this Settlement Agreement is intended to include in its effect, without
14 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at
15 the time of signing this Settlement Agreement, and that this Settlement Agreement
16 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs
17 have read this Settlement Agreement, including this waiver of California Civil Code
18 section 1542, and that Plaintiffs have consulted with or had the opportunity to consult
19 with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically
20 about the waiver of section 1542, and that Plaintiffs understand this Settlement
21 Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter
22 into this Settlement Agreement. Plaintiffs further acknowledges that Plaintiffs later
23 may discover facts different from or in addition to those Plaintiffs now know or believe
24 to be true regarding the matters released or described in this Settlement Agreement,
25 and even so Plaintiffs agree that the releases and agreements contained in this
26 Settlement Agreement shall remain effective in all respects notwithstanding any later
27 discovery of any different or additional facts. Plaintiffs expressly assume any and all
28 risk of any mistake in connection with the true facts involved in the matters, disputes,

1 or controversies released or described in this Settlement Agreement or with regard to
2 any facts now unknown to Plaintiffs relating thereto.

3 F. Conditions Precedent: This Settlement will become final and effective only upon the
4 occurrence of all of the following events:

- 5 1. The Court enters an order granting preliminary approval of the Settlement;
- 6 2. The Court enters an order granting final approval of the Settlement and a Final
7 Judgment;
- 8 3. If an objector appears at the final approval hearing, the time for appeal of the
9 Final Judgment and Order Granting Final Approval of Class Action
10 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
11 any appeal from the Judgment and Order Granting Final Approval of Class
12 Action Settlement; and
- 13 4. Defendant fully funds the Gross Settlement Amount.

14 G. Nullification of Settlement Agreement: If the Court does not preliminarily or finally
15 approve this Settlement Agreement, fails to become effective, or is reversed,
16 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant
17 from obtaining a complete resolution of the Released Class Claims and Released
18 PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

- 19 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
20 and shall not be admissible in any judicial, administrative, or arbitral
21 proceeding for any purpose or with respect to any issue, substantive or
22 procedural;
- 23 2. The conditional class certification (obtained for any purpose) shall be void *ab*
24 *initio* and of no force or effect, and shall not be admissible in any judicial,
25 administrative, or arbitral proceeding for any purpose or with respect to any
26 issue, substantive or procedural; and

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses, or arguments in the Action, including with
3 respect to the issue of class certification.

4 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any
5 curative notice to the Settlement Class Members and all Claims
6 Administration Expenses incurred to the date of nullification if the Agreement
7 is nullified due to Defendant's failure to fully fund the Gross Settlement
8 Amount. If the Agreement is nullified for any other reason, both Parties shall
9 equally bear the responsibility for any cost to issue or reissue any curative
10 notice to the Settlement Class Members and all Claims Administration
11 Expenses incurred to the date of nullification.

12 H. Certification of the Class. The Parties stipulate to conditional class certification of the
13 Class for the Class Period for purposes of settlement only. In the event that this
14 Settlement is not approved by the Court, fails to become effective, or is reversed,
15 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
16 from obtaining a complete resolution of the Released Class Claims and Released
17 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
18 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
19 administrative or arbitral proceeding for any purpose or with respect to any issue,
20 substantive or procedural.

21 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments called for, and Class Members and/or Aggrieved Employees are
23 not relying on any statement or representation by the Parties in this regard. Class
24 Members and/or Aggrieved Employees understand and agree that they will be
25 responsible for the payment of any taxes and penalties assessed on the Individual
26 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
27 Employee Payment described and will be solely responsible for any penalties or other
28 obligations resulting from their personal tax reporting of Individual Settlement

1 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
2 Payment.

3 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
4 the "acknowledging party" and each Party to this Agreement other than the
5 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
6 of this Agreement, and no written communication or disclosure between or among the
7 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
8 such communication or disclosure constitute or be construed or be relied upon as, tax
9 advice within the meaning of United States Treasury Department circular 230 (31 CFR
10 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
11 her or its own, independent legal and tax counsel for advice (including tax advice) in
12 connection with this Agreement, (b) has not entered into this Agreement based upon
13 the recommendation of any other Party or any attorney or advisor to any other Party,
14 and (c) is not entitled to rely upon any communication or disclosure by any attorney
15 or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
17 any limitation that protects the confidentiality of any such attorney's or adviser's tax
18 strategies (regardless of whether such limitation is legally binding) upon disclosure by
19 the acknowledging party of the tax treatment or tax structure of any transaction,
20 including any transaction contemplated by this Agreement.

21 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
22 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting
23 Preliminary Approval and supporting papers, which shall include this Settlement
24 Agreement. Plaintiffs will provide Defendant with a draft of the Motion at least three
25 (3) business days prior to the filing of the Motion to give Defendant an opportunity to
26 review and comment upon the Motion.

27 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
28 establishing and administering the QSF; calculating, processing and mailing payments

1 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
2 mailing the Notice Packets to the Class Members as directed by the Court; receiving
3 and reporting the objections and requests for exclusion; calculating, deducting and
4 remitting all legally required taxes from Individual Settlement Payments and
5 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
6 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
7 individual shares of the Aggrieved Employee Payment; processing and mailing tax
8 payments to the appropriate state and federal taxing authorities; providing
9 declaration(s) as necessary in support of preliminary and/or final approval of this
10 Settlement; and other tasks as the Parties mutually agree or the Court orders the
11 Settlement Administrator to perform. The Settlement Administrator shall keep the
12 Parties timely apprised of the performance of all Settlement Administrator
13 responsibilities by among other things, sending a weekly status report to the Parties'
14 counsel stating the date of the mailing, the of number of opt outs from the Settlement
15 it receives (including the numbers of valid and deficient), and number of objections
16 received. Additionally, the Settlement Administrator shall create, maintain and host
17 web page dedicated this settlement throughout the check cashing deadline. The
18 dedicated webpage shall include, *inter alia*, a copy of the Class Notice and a timeline
19 of pertinent settlement dates.

20 M. Notice Procedure.

- 21 1. Class Data. No later than ten (10) business days after the Preliminary
22 Approval Date, Defendant shall provide the Settlement Administrator with the
23 Class Data for purposes of preparing and mailing Notice Packets to the Class
24 Members. The Class Data will be presumed to be correct unless a particular
25 Class Member proves otherwise to the Settlement Administrator by credible
26 written evidence. All Workweek and PAGA Pay Period disputes will be
27 resolved and decided by the Settlement Administrator, and the Settlement
28

1 Administrator's decision on all Workweek disputes is final and non-
2 appealable.

3 2. Notice Packets.

- 4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to the form attached as **Exhibit A**. The
6 Notice of Class Action Settlement shall inform Class Members and
7 Aggrieved Employees that they need not do anything in order to
8 receive an Individual Settlement Payment and/or Aggrieved
9 Employees' individual shares of the Aggrieved Employee Payment
10 and to keep the Settlement Administrator apprised of their current
11 mailing address, to which the Individual Settlement Payments and/or
12 Aggrieved Employees' individual shares of the Aggrieved Employee
13 Payment will be mailed following the Funding Date. The Notice of
14 Class Action Settlement shall set forth the release to be given by all
15 members of the Class who do not request to be excluded from the
16 Settlement Class and/or Aggrieved Employees in exchange for an
17 Individual Settlement Payment and/or Aggrieved Employees'
18 individual shares of the Aggrieved Employee Payment, the number of
19 Workweeks worked by each Class Member during the Class Period,
20 and number of PAGA Periods worked by each Aggrieved Employee
21 during the PAGA Period, if any, and the estimated amount of their
22 Individual Settlement Payment if they do not request to be excluded
23 from the Settlement and each Aggrieved Employees' share of the
24 Aggrieved Employee Payment, if any. The Settlement Administrator
25 shall use the Class Data to determine Class Members' Workweeks and
26 PAGA Pay Periods. The Notice will also advise the Aggrieved
27 Employees that they will release the Released PAGA Claims and will
28

1 receive their share of the Aggrieved Employee Payment regardless of
2 whether they request to be excluded from the Settlement.

3 b) The Notice Packet's mailing envelope shall include the following
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
8 NOTICE."

9 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
10 Settlement Administrator will perform a search based on the National Change
11 of Address Database to update and correct any known or identifiable address
12 changes. No later than twenty-one (21) calendar days after preliminary
13 approval of the Settlement, the Settlement Administrator shall mail copies of
14 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
15 electronic mail. The Settlement Administrator shall exercise its best judgment
16 to determine the current mailing address for each Class Member. The address
17 identified by the Settlement Administrator as the current mailing address shall
18 be presumed to be the best mailing address for each Class Member.

19 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be
21 re-mailed to any forwarding address provided within seven (7) days of
22 receiving the returned notice. If no forwarding address is provided, the
23 Settlement Administrator shall promptly attempt to determine a correct
24 address by lawful use of skip-tracing, or other search using the name, address
25 and/or Social Security number of the Class Member involved, and shall then
26 perform a re-mailing, if another mailing address is identified by the Settlement
27 Administrator. In addition, if any Class Member who is currently employed
28 by Defendant, is returned to the Settlement Administrator, as non-delivered

1 and no forwarding address is provided, the Settlement Administrator shall
2 notify Defendant. Defendant will request that the currently employed Class
3 Member provide a corrected address and transmit to the Settlement
4 Administrator any corrected address provided by the Class Member. Class
5 Members who received a re-mailed Notice Packet shall have their Response
6 Deadline extended fifteen (15) days from the original Response Deadline.

7 5. Disputes Regarding Individual Settlement Payments. Class Members will
8 have the opportunity, should they disagree with Defendant's records regarding
9 the start and end dates of employment, to provide documentation and/or an
10 explanation to show contrary dates. If there is a dispute, the Settlement
11 Administrator will consult with the Parties to determine whether an
12 adjustment is warranted. The Settlement Administrator shall determine the
13 eligibility for, and the amounts of, any Individual Settlement Payments under
14 the terms of this Agreement. The Settlement Administrator's determination
15 of the eligibility for and amount of any Individual Settlement Payment shall
16 be binding upon the Class Member and the Parties.

17 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
18 by the Settlement Administrator concerning the administration of the
19 Settlement will be resolved by the Court under the laws of the State of
20 California. Before any such involvement of the Court, counsel for the Parties
21 will confer in good faith to resolve the disputes without the necessity of
22 involving the Court.

23 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
24 Packet shall state that Class Members who wish to exclude themselves from
25 the Settlement must submit a written request for exclusion by the Response
26 Deadline. The written request for exclusion must state that the Class Member
27 wishes to exclude himself or herself from the Settlement and (1) must contain
28 the name, address, and the last four digits of the Social Security number of the

1 person requesting exclusion; (2) must be signed by the Class Member; (3)
2 must be postmarked by the Response Deadline and returned to the Settlement
3 Administrator at the specified address; and (4) contain a typewritten or
4 handwritten notice stating in substance: "I wish to opt out of the settlement
5 of the class action lawsuit entitled *Brandyn Scotto et al. v. Covi Concrete*
6 *Construction, Inc.*, Orange County Superior Court, Case No. 30-2023-
7 01351136-CU-OE-CXC. I understand that by requesting to be excluded from
8 the settlement, I will receive no money from the Settlement described in this
9 Notice." The request for exclusion will not be valid if it is not timely
10 submitted, if it is not signed by the Class Member, or if it does not contain the
11 name and address and last four digits of the Social Security number of the
12 Class Member. The date of the postmark on the mailing envelope on the
13 request for exclusion shall be the exclusive means used to determine whether
14 the request for exclusion was timely submitted. Any Class Member who
15 requests to be excluded from the Settlement Class will not be entitled to an
16 Individual Settlement Payment and will not be otherwise bound by the terms
17 of the Settlement or have any right to object, appeal or comment thereon.
18 However, any Class Member that submits a timely request for exclusion that
19 is also a member of the Aggrieved Employees will still receive his/her pro rata
20 share of the PAGA Settlement, as specified below, and in consideration, will
21 be bound by the Release by the Aggrieved Employees as set forth herein.
22 Settlement Class Members who fail to submit a valid and timely written
23 request for exclusion on or before the Response Deadline shall be bound by
24 all terms of the Settlement and any final judgment entered in this Action if the
25 Settlement is approved by the Court. No later than fourteen (14) calendar days
26 after the Response Deadline, the Settlement Administrator shall provide
27 counsel for the Parties with a final list of the Class Members who have timely
28 submitted written requests for exclusion. At no time shall any of the Parties

1 or their counsel seek to solicit or otherwise encourage members of the Class
2 to submit requests for exclusion from the Settlement.

3 8. Objections. The Notice of Class Action Settlement contained in the Notice
4 Packet shall state that Class Members who wish to object to the Settlement
5 may submit to the Settlement Administrator a written statement of objection
6 (“Notice of Objection”) by the Response Deadline. The postmark date of
7 mailing shall be deemed the exclusive means for determining that a Notice of
8 Objection was served timely. The Notice of Objection, if in writing, must be
9 signed by the Settlement Class Member and state: (1) the case name and
10 number; (2) the name of the Settlement Class Member; (3) the address of the
11 Settlement Class Member; (4) the last four digits of the Settlement Class
12 Member’s Social Security number; (5) the basis for the objection; and (6) if
13 the Settlement Class Member intends to appear at the Final
14 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
15 to make objections in writing in the manner specified above may still make
16 their objections orally at the Final Approval/Settlement Fairness Hearing with
17 the Court’s permission. Settlement Class Members will have a right to appear
18 at the Final Approval/Settlement Fairness Hearing to have their objections
19 heard by the Court regardless of whether they submitted a written objection.
20 At no time shall any of the Parties or their counsel seek to solicit or otherwise
21 encourage Class Members to file or serve written objections to the Settlement
22 or appeal from the Order and Final Judgment. Class Members who submit a
23 written request for exclusion may not object to the Settlement. Class Members
24 may not object to the PAGA Payment.

25 N. Funding and Allocation of the Gross Settlement Amount. The Gross Settlement
26 Amount shall be paid to the Settlement Administrator in two separate installments as
27 follows: The first installment of \$600,000.00 shall be paid within forty-five (45) days
28 of the Court granting preliminary approval. The second installment of \$600,000.00

1 shall be paid within six (6) months of the first installment payment deadline (i.e., the
2 Funding Date). Defendant is required to pay any employer's share of payroll taxes as
3 mandated by law at the time the first installment is funded.

4 1. Calculation of Individual Settlement Payments. Individual Settlement
5 Payments shall be paid from the Net Settlement Amount and shall be paid
6 pursuant to the formula set forth herein. Using the Class Data, the Settlement
7 Administrator shall add up the total number of Workweeks for all Class
8 Members. The respective Workweeks for each Class Member will be divided
9 by the total Workweeks for all Class Members, resulting in the Payment Ratio
10 for each Class Member. Each Class Member's Payment Ratio will then be
11 multiplied by the Net Settlement Amount to calculate each Class Member's
12 estimated Individual Settlement Payments. Each Individual Settlement
13 Payment will be reduced by any legally mandated employee tax withholdings
14 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
15 Members who submit valid and timely requests for exclusion will be
16 redistributed to Settlement Class Members who do not submit valid and timely
17 requests for exclusion on a pro rata basis based on their respective Payment
18 Ratios.

19 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
20 Class Data, the Settlement Administrator shall add up the total number of
21 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
22 The respective PAGA Pay Periods for each Aggrieved Employees will be
23 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
24 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
25 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
26 Aggrieved Employee Payment to calculate each Aggrieved Employee's
27 estimated share of the Aggrieved Employee Payment.
28

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 20% wages (“Wage
3 Portion”) and 40% penalties (“Penalty Portion”) and 40% pre-judgment
4 interest (“Interest Portion”). The Wage Portion of the Individual Settlement
5 Payments shall be reported on IRS Form W-2 and the Penalty Portion and
6 Interest Portion of the Individual Settlement Payments shall be reported on
7 IRS Form 1099 issued by the Settlement Agreement.
- 8 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
9 Employee Settlement Payments shall be allocated and treated as 100%
10 penalties and shall be reported on IRS Form 1099.
- 11 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
12 individual shares of the PAGA Payment made to Settlement Class Members
13 and/or Aggrieved Employees under this Settlement Agreement, as well as any
14 other payments made pursuant to this Settlement Agreement, will not be
15 utilized to calculate any additional benefits under any benefit plans to which
16 any Class Members may be eligible, including, but not limited to profit-
17 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
18 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
19 Parties’ intention that this Settlement Agreement will not affect any rights,
20 contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.
- 22 6. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies are received by the Settlement
25 Class Members. It is the intent of the Parties that Individual Settlement
26 Payments and individual shares of the PAGA Payment provided for in this
27 Settlement agreement are the sole payments to be made by Defendant to
28 Settlement Class Members and/or Aggrieved Employees in connection with this

1 Settlement Agreement, with the exception of Plaintiffs, and that the Settlement
2 Class Members and/or Aggrieved Employees are not entitled to any new or
3 additional compensation or benefits as a result of having received the Individual
4 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

5 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
6 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
7 and/or Aggrieved Employees' last known mailing address no later than fifteen
8 (15) business days after the Funding Date.

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employees does not cash his or her settlement check within ninety
13 (90) days, the Settlement Administrator will send a letter to such persons,
14 advising that the check will expire after the 180th day, and invite that
15 Settlement Class Member and/or Aggrieved Employees to request reissuance
16 in the event the check was destroyed, lost, or misplaced. In the event an
17 Individual Settlement Payment and/or Aggrieved Employees' individual
18 share of the PAGA Payment check has not been cashed within one hundred
19 and eighty (180) days, all funds represented by such uncashed checks, plus
20 any interest accrued thereon, shall be transmitted to the State Controller's
21 Unclaimed Property Fund in the name of the Class Member who did not claim
22 the funds.

23 9. Service Awards. In addition to the Individual Settlement Payment as
24 Settlement Class Members and their individual shares of the Aggrieved
25 Employee Payment, Plaintiffs will apply to the Court for an award of not more
26 than \$10,000.00 each, as the Service Awards. Defendant will not oppose
27 Service Awards of not more than \$10,000.00 for each Plaintiff (a total of
28 \$20,000.00). The Settlement Administrator shall pay the Service Awards,

1 either in the amount stated herein if approved by the Court or some other
2 amount as approved by the Court, to Plaintiffs from the Gross Settlement
3 Amount no later than fifteen (15) calendar days after the Funding Date. Any
4 portion of the requested Service Awards that are not awarded to the Class
5 Representatives shall be part of the Net Settlement Amount and shall be
6 distributed to Settlement Class Members as provided in this Agreement. The
7 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
8 for their Service Awards. Each Plaintiff shall be solely and legally responsible
9 to pay any and all applicable taxes on their Service Award and shall hold
10 harmless the Released Parties from any claim or liability for taxes, penalties,
11 or interest arising as a result of the Service Award. Approval of this Settlement
12 shall not be conditioned on Court approval of the requested amount of the
13 Service Awards. If the Court reduces or does not approve the requested
14 Service Awards, Plaintiffs shall not have the right to revoke the Settlement,
15 and it will remain binding.

- 16 10. Class Counsel Award. Defendant understands, and will not oppose, a motion
17 for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount
18 currently estimated to be Four Hundred Thousand Dollars and Zero Cents
19 (\$400,000.00) **and** Attorneys' Expenses supported by declaration not to
20 exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Any awarded
21 Class Counsel Award shall be paid from the Gross Settlement Amount. Any
22 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
23 not awarded to Class Counsel shall be part of the Net Settlement Amount and
24 shall be distributed to Settlement Class Members as provided in this
25 Agreement. The Settlement Administrator shall allocate and pay the
26 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
27 than fifteen (15) calendar days after the Funding Date. Class Counsel shall be
28 solely and legally responsible to pay all applicable taxes on the payment made

pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Sixty Thousand Dollars and Zero Cents (\$60,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$45,000) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment (\$15,000) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$11,550.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA

1 Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendant
2 with a draft of the Motion at least three (3) business days prior to the filing of the
3 Motion to give Defendant an opportunity to propose changes or additions to the
4 Motion.

5 1. Declaration by Settlement Administrator. No later than seven (7) days after
6 the Response Deadline, the Settlement Administrator shall submit a
7 declaration in support of Plaintiffs' motion for final approval of this
8 Settlement detailing the number of Notice Packets mailed and re-mailed to
9 Class Members, the number of undeliverable Notice Packets, the number of
10 timely requests for exclusion, the full names of any Class Members who opt
11 out of the Settlement, the number of objections received, the amount of the
12 average, lowest, and highest Individual Settlement Payments, the amount of
13 the average, lowest, and highest Aggrieved Employee Payments, the
14 Settlement Administration Costs, and any other information as the Parties
15 mutually agree or the Court orders the Settlement Administrator to provide.

16 2. Final Approval Order and Judgment. Class Counsel shall present an Order
17 Granting Final Approval of Class Action Settlement to the Court for its
18 approval, and Judgment thereon, at the time Class Counsel files the Motion
19 for Final Approval.

20 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an
21 opportunity for Counsel for Defendant to review the Motions for Preliminary and Final
22 Approval, including the Order Granting Final Approval of Class Action Settlement,
23 and Judgment before filing with the Court. The Parties and their counsel will cooperate
24 with each other and use their best efforts to effectuate the Court's approval of the
25 Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

26 O. Cooperation. The Parties and their counsel will cooperate with each other and use their
27 best efforts to implement the Settlement. The Parties will vacate any and all class
28

1 certification deadlines and trial dates. The Parties will cooperate in staying any and all
2 discovery deadlines.

3 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
4 except such proceedings necessary to implement and complete the Settlement, pending
5 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

6 Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
7 under California Code of Civil Procedure section 664.6 to ensure the continuing
8 implementation of the provisions of this Settlement and that the time within which to
9 bring this Action to trial under California Code of Civil Procedure section 583.310
10 shall be extended from the date of signing of this Agreement by all Parties until the
11 entry of the Final Approval Order and Judgment or if not entered, the date this
12 Agreement shall not longer be of any force or effect.

13 R. Amendment or Modification. This Agreement may be amended or modified only by a
14 written instrument signed by counsel for all Parties or their successors-in-interest.

15 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit.

20 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
21 represent they are expressly authorized by the Parties whom they represent to negotiate
22 this Agreement and to take all appropriate Action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing
25 this Agreement on behalf of Defendant represents and warrants that he/she is
26 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
27 warrant that they are authorized to sign this Agreement and that they have not assigned
28 any claim, or part of a claim, covered by this Settlement to a third-party.

- 1 U. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount, or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference, or use the Settlement Agreement
9 for any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 X. Counterparts. This Agreement may be executed in one or more counterparts by
16 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
17 accepted as an original. All executed counterparts and each of them shall be deemed
18 to be one and the same instrument provided that counsel for the Parties to this
19 Agreement shall exchange among themselves copies or originals of the signed
20 counterparts. Any executed counterpart will be admissible in evidence to prove the
21 existence and contents of this Agreement.
- 22 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
23 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
24 Settlement after extensive arms-length negotiations, taking into account all relevant
25 factors, present and potential.
- 26 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
27 respect to the interpretation, implementation, and enforcement of the terms of this
28 Agreement and all orders and judgments entered in connection therewith, and the

1 Parties and their counsel submit to the jurisdiction of the Court for purposes of
2 interpreting, implementing and enforcing the settlement and all orders and judgments
3 entered in connection with this Agreement.

4 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
5 the Court shall first attempt to construe the provisions valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this
7 Agreement valid and enforceable.

8 BB. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently
9 intend to pursue any claims against the Released Parties, including, but not limited to,
10 any and all claims relating to or arising from Plaintiffs' employment with Defendant,
11 regardless of whether Class Counsel is currently aware of any facts or legal theories
12 upon which any claims or causes of action could be brought against Released Parties,
13 including those facts or legal theories alleged in the operative complaint in this Action.
14 The Parties further acknowledge, understand, and agree that this representation is
15 essential to the Agreement and that this Agreement would not have been entered into
16 were it not for this representation.

17 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
18 certification for purposes of this settlement only.

19 DD. No Admissions by the Parties. Plaintiffs have claimed and continues to claim that the
20 Released Class Claims and Released PAGA Claims have merit and give rise to liability
21 on the part of Defendant. Defendant claims that the Released Class Claims and
22 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
23 is a compromise of disputed claims. Nothing contained in this Agreement and no
24 documents referred to and no action taken to carry out this Agreement may be
25 construed or used as an admission by or against the Defendant or Plaintiffs or Class
26 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
27 specifically set forth herein, each Party shall be responsible for and shall bear its/his
28 own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2

3 DATED: 03/26/2025



Brandyn Scotto (Mar 26, 2025 07:48 PDT)

BRANDYN SCOTTO

4

5 DATED:

ANGEL RODRIGUEZ

6

7 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

8

9 DATED: _____

COVI CONCRETE CONSTRUCTION, INC.

10

11

Printed Name

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Title

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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED:

3
4 DATED: 4/2/2025

BRANDYN SCOTTO
Firmado por:

27B58207DE1C44A
ANGEL RODRIGUEZ

6 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

8 DATED: _____

COVI CONCRETE CONSTRUCTION, INC.

Printed Name

Title

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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED:

BRANDYN SCOTTO

DATED:

ANGEL RODRIGUEZ

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED:

3/25/2025

COVI CONCRETE CONSTRUCTION, INC.

Printed Name

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: March 26, 2025

JCL LAW FIRM, APC

4 By: 

5 Attorneys for Plaintiff Scotto and Settlement
6 Class Members

7 DATED: March 26, 2025

ZAKAY LAW GROUP, APLC

8 By: 

9 Attorneys for Plaintiff Scotto and Settlement
10 Class Members

11 DATED: _____

LAWYERS FOR JUSTICE, PC

13 By: _____

14 Attorneys for Plaintiff Scotto and Settlement
15 Class Members

16 DATED: _____

MOON LAW GROUP, PC

17 By: _____

18 Attorneys for Plaintiff Rodriguez and
19 Settlement Class Members

20 DATED: _____

BREMER WHYTE BROWN & O'MEARA LLP

21 By: _____

22 Attorneys for Defendant
23
24
25
26
27
28

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff Scotto and Settlement
Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff Scotto and Settlement
Class Members

DATED: _____

LAWYERS FOR JUSTICE, PC

By: _____

Attorneys for Plaintiff Scotto and Settlement
Class Members

DATED: 3/24/2025

MOON LAW GROUP, PC

By: _____

DocuSigned by:
Kane Moon

Attorneys for Plaintiff Rodriguez and
Settlement Class Members

DATED: _____

BREMER WHYTE BROWN & O'MEARA LLP

By: _____

Attorneys for Defendant

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: _____

JCL LAW FIRM, APC

4 By: _____

5 Attorneys for Plaintiff Scotto and Settlement
6 Class Members

7 DATED: _____

ZAKAY LAW GROUP, APLC

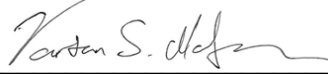
8 By: _____

9 Attorneys for Plaintiff Scotto and Settlement
10 Class Members

11 DATED: March 26, 2025

LAWYERS FOR JUSTICE, PC

12 By: _____

13 
14 Attorneys for Plaintiff Scotto and Settlement
15 Class Members

16 DATED: _____

MOON LAW GROUP, PC

17 By: _____

18 Attorneys for Plaintiff Rodriguez and
19 Settlement Class Members

20 DATED: 3-25-25

BREMER WHYTE BROWN & O'MEARA LLP

21 By: _____

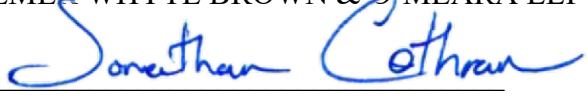
22 
23 Attorneys for Defendant
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Brandyn Scotto et. al. v. Covi Concrete Construction, Inc., Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Orange (the “Court”) has been reached between Plaintiff Brandyn Scotto (“Plaintiff Scotto”), Plaintiff Angel Rodriguez (“Plaintiff Rodriguez”) and Covi Concrete Construction, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who worked for Covi Concrete Construction, Inc. (“Covi Concrete Construction”) in California at any time during the period beginning September 26, 2019, to November 20, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 26, 2023, Plaintiff Scotto filed a Complaint against Defendant in the Superior Court of the State of California, County of Orange. Plaintiff Scotto asserted the following claims against Defendant: (1) Unpaid Overtime in violation of Cal. Lab. Code §§ 510, *et seq.*; (2) Unpaid Meal Period Premiums in violation of Cal. Lab. Code §§ 226.7 & 512; (3) Unpaid Rest Period Premiums in violation of Cal. Lab. Code § 226.7; (4) Unpaid

Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (5) Final Wages Not Timely Paid in violation of Cal. Lab. Code §§ 201 & 202; (6) Wages not Timely Paid During Employment in violation of Cal. Lab. Code § 204; (7) Non-Compliant Wage Statements in violation of Cal. Lab. Code § 226; (8) Failure to Keep Requisite Payroll Records in violation of Cal. Lab. Code § 1174(d); (9) Unreimbursed Business Expenses in violation of Cal. Lab. Code §§ 2800 & 2802; and (10) Unfair Competition In Violation Of Cal. Bus. & Prof. Code § 17200 *et seq.* On April 29, 2024, Plaintiff Rodriguez filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On April 30, 2024, Plaintiff Rodriguez filed a Complaint against Defendant in the Superior Court of the State of California, County of Orange. Plaintiff Rodriguez asserted the following claims against Defendant: (1) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 204, 1194, 1194.2 & 1197; (2) Failure to Pay Overtime Compensation in violation of Cal. Lab. Code §§ 1194 & 1198; (3) Failure to Provide Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512; (4) Failure to Authorize and Permit Rest Breaks in violation of Cal. Lab. Code § 226.7; (5) Failure to Indemnify Necessary Business Expenses in violation of Cal. Lab. Code § 2802; (6) Failure to Timely Pay Final Wages at Termination in violation of Cal. Lab. Code §§ 201-203; (7) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code § 226; and Unfair Business Practices Cal. Bus. & Prof. Code §§ 17200, *et seq.*

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On November 20, 2024, the Parties participated in an all-day mediation with Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff Scotto and Plaintiff Rodriguez to serve as the Class Representatives, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, Lawyers for Justice, PC, and Moon Law Group, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Attorney's Expenses, Attorney's Fees, Service Award, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$11,550.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Expenses. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$1,200,000.00) and actually incurred litigation expenses

of not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel has been prosecuting the Action on behalf of the Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Ten Thousand and Zero Cents (\$10,000.00) each, or such lesser amount as may be approved by the Court, to compensate Plaintiff Scotto and Plaintiff Rodriguez for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$60,000.00 relating to Plaintiffs' claims under the Private Attorneys General Act ("PAGA"), \$45,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$15,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who worked for Covi Concrete Construction in California, at any time during the period beginning April 28, 2023, to November 20, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty percent (40%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any

other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all the claims Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaints and any amendments thereto which occurred during the Class Period; and, expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all claims for PAGA penalties alleged or which reasonably could have been alleged based on the facts pleaded in the Operative Complaint and any amendments thereto and Plaintiff Rodriguez letter to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period September 26, 2019, to November 20, 2024).

Based on this information, your estimated Individual Settlement Payment is << ____ >>.

Defendant's records reflect that you have << ____ >> pay periods worked during the PAGA Period (April 28, 2023, to November 20, 2024).

Based on this information, your estimated Aggrieved Employee Payment is << ____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\[REDACTED\].com](http://www.[REDACTED].com).

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Ste. 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Brandyn Scotto et al. v. Covi Concrete Construction, Inc.*, , currently pending in Superior Court of California, County of Orange, Case No. 30-2023-01351136-CU-OE-CXC. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Brandyn Scotto et al. v. Covi Concrete Construction, Inc., Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Ste. 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Orange County Superior Court, Department CX103, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701 before Judge Lon F. Hurwitz. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to **Brandyn Scotto et al. v. Covi Concrete Construction, Inc., Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC**, Settlement Administrator, 18 Technology Drive, Ste. 154, Irvine, CA 92618; Tel: (800) 355-0700c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's

website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.