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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BRANDYN SCOTTO, individually, and on behalf of other members of the general public similarly situated; Plaintiff, vs. COVI CONCRETE CONSTRUCTION, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 30-2023-01351136-CU-OE-CXC **DECLARATION OF KANE MOON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Dept.: CX102 Judge: Layne H. Melzer Date: September 11, 2025 Time: 2:00 p.m. Reservation No. 74583065

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DECLARATION OF KANE MOON

I, Kane Moon, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Angel Rodriguez ("Plaintiff Rodriguez") and the putative Class. I have personal knowledge of the matters set forth herein and, if called to testify, I could and would testify competently to the facts described herein.

2. This declaration is submitted in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiff Rodriguez and Plaintiff Brandyn Scotto ("Plaintiff Scotto" and together with Plaintiff Rodriguez, "Plaintiffs"). Plaintiffs seek preliminary approval of the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (the "Settlement") reached in the above-captioned matter with Defendant Covi Concrete Construction, Inc. ("Defendant," and together with Plaintiffs, the "Parties").

CASE BACKGROUND AND PROCEDURAL HISTORY

3. 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.

4. On April 29, 2024, Plaintiff Rodriguez filed a Notice of Violations ("PAGA Notice") with the Labor and Workforce Development Agency ("LWDA") and served the same on Defendant. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff Rodriguez's PAGA Notice.

5. 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.].

6. On March 26, 2025, for purposes of obtaining approval of the Parties' global settlement of both the Scotto Action and Rodriguez Action, Plaintiff Scotto filed a First Amended Complaint in the Scotto Action that added Rodriguez as a Plaintiff, and further adds Rodriguez's class and PAGA claims against Defendant. The Parties have agreed that upon the Court's final approval of the Settlement, the Parties will dismiss the separately pending Rodriguez Action, without prejudice.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

7. I believe the Settlement is fair, reasonable, and adequate. Class Counsel have conducted a thorough investigation into the facts, merit, and strengths of this case, including through the Parties' exchange of documents and information and on Class Counsel's own independent investigation and evaluation. Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the proposed Settlement is in the

best interests of the Class.

8. The experience of myself and other attorneys of Moon Law Group, PC, as provided further below, is helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this experience I concluded that this litigation could not have been settled on better terms than provided under the proposed Settlement.

THE SERVICE AWARD TO PLAINTIFFS ARE REASONABLE

9. The proposed Settlement provides for a Class Representative Service Payment in an amount of $10,000.00, each, to Plaintiffs, in addition to the amounts they are eligible to receive as Class Members.

10. With respect to Plaintiff Rodriguez, throughout this litigation he has cooperated immensely with my office and has taken many actions to protect the interests of the Class. Plaintiff Rodriguez provided valuable information regarding his hours worked, and what duties were performed during those hours. He also provided information regarding meal and rest periods taken and missed by him and other Class Members. He participated in decisions concerning this action and assisted in preparation for the mediation. Before we filed this case, Plaintiff Rodriguez worked with my office to determine the viability of his claims. Plaintiff Rodriguez also provided information and documents relating to his employment with Defendant. The information provided by Plaintiff Rodriguez was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the proposed Settlement would have been impossible to obtain without his participation.

11. At the same time, Plaintiff Rodriguez faced many risks in adding himself as a Class Representative in this matter. Plaintiff Rodriguez faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could also very well affect his likelihood for future employment.

12. In turn, Class Members now have the opportunity to participate in a settlement, reimbursing them for wage violations they may have never known about on their own or been

willing to pursue on their own. If these Class Members would have each tried to pursue legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which may not have been feasible for Class Members and were obviated by Plaintiffs putting themselves on the line on behalf of the Class.

13. This class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for the sake of the Class. The requested service payments to Plaintiffs for their service as Class Representatives are relatively small amounts of money considering their time and effort put into the litigation and considering enhancements regularly granted in other class actions. Therefore, the requested service awards are reasonable.

MY EXPERIENCE AND QUALIFICATIONS

14. I received a B.A. in History in 1998 from UCLA, and my J.D. from Loyola Marymount Law School in 2006. I became an Active Member of the State Bar of California in June 2007 and have been an Active Member in good standing continuously since then. I have been selected to Super Lawyers each year from 2019 to 2023.

15. I co-founded Moon & Yang, APC—now Moon Law Group, PC—in March 2010. My practice is focused exclusively on advocating for the rights of employees in wage and hour litigation, almost entirely in class and/or PAGA representative actions.

16. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases and have both prosecuted and defended employment-related litigation cases. I have been heavily, successfully, and continuously involved in active litigation and trial work, and have conducted bench and jury trials on behalf of both employees and employers in wage and hour cases.

17. My current billing rate is $950.00 per hour, which is my usual hourly rate for wage and hour litigations. A $950.00 per hour rate is reasonable considering my years of experience practicing in the highly specialized area of employment and labor law and my Laffey Matrix rate

(The Laffey Matrix, http://www.laffeymatrix.com/see.html, [last visited Jan. 2, 2025].) The Laffey Matrix is a "well-established objective source for rates that vary by experience" used by the District of Columbia. (*In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F. Supp 2d 912, 921.) A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 2**. California Courts have adjusted the Laffey Matrix rate upwards based on "locality pay differentials" and the location of counsel's office in California to determine whether counsel's rates are reasonable. (*See, e.g., id.* [applying a 9% upward adjustment to the Laffey Matrix rate based on an approximate difference of 9% between the locality pay differential of the District of Columbia and San Francisco, California, where counsel's office was located].) To determine the locality pay differential, the Court in *In re HPL Technologies, Inc.* utilized the locality pay differentials within the federal courts. (*Id.* at 921–22.) Using the same method here and based on my firm's location in Los Angeles, California, the locality pay differential of the Los Angeles-Long Beach area is 36.47% and the locality pay differential of the Washington-Baltimore-Arlington area is 33.94%, which results in a difference of approximately 2.5%. (*Compare* Judiciary Salary Plan of Los Angeles-Long Beach, CA, Effective January 13, 2025 *with* Judiciary Salary Plan of Washington-Baltimore-Arlington, Effective January 13, 2025.) True and correct copies of the Los Angeles-Long Beach, CA and Washington-Baltimore-Arlington salary plans are attached hereto as **Exhibit 3** and **Exhibit 4**, respectively. Based on my 17 years of experience, my Laffey Matrix rate with a 2.5% adjustment is $971.70 per hour ($948 Laffey Matrix rate + (2.5% x $948)). Accordingly, my current billing rate of $950.00 per hour is reasonable.

18. I am experienced in prosecuting and defending employment matters, particularly class actions as well as PAGA representative actions. My firm has focused a substantial percentage of its practice on wage, hour, and working conditions violations. In addition to the present case, I am also class counsel for other wage and hour class action lawsuits pending in various counties throughout California, including in state and federal courts. The following is a list of some of our recent class action settlements that have received preliminary and final

approval: *Aparicio v. Lineage Logistics, LLC* (LASC No. BC722764) (class size approx. 155; lead counsel); *Black v. Mission Healthcare Servs., Inc*. (LASC No. 19STCV04602) (class size approx. 1,000; lead counsel); *Campa v. Bloomingdeals, Inc*. (LASC No. BC700366) (class size approx. 1,500; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.* (LASC No. BC709630) (class size approx. 210; lead counsel); *Gomez v. H Mart Cos., Inc.* (LASC No. BC671525) (class size approx. 2,500; co-counsel); *Jones v. Citiguard, Inc.* (LASC No. BC664890) (class size approx. 587; lead counsel); *Jones v. Fitness Alliance, LLC* (Riverside No. PSC1404079) (class size approx. 1,000; lead counsel); *Lagos v. ThyssenKrupp Elevator Corp.* (LASC No. BC682972) ($750,000 for 79 class members; lead counsel); *Mark Brulee et al. v. DAL Global Servs., LLC* (C.D. Cal. Dec. 20, 2018, No. CV 17-6433 JVS(JCGx)) 2018 WL 6616659, at *10 (class size approx. 2,650; lead counsel) (in approving my hourly rate in that case, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys"); *Martinez v. Bail Hotline Bail Bonds, Inc.* (LASC No. BC700131) (class size approx. 173; lead counsel); *Montoya v. Golden 1 Credit Union* (Sacramento No. 34-2018-00228252) (class size approx. 1,900; lead counsel); *Onofre v. Caitac Garment Processing, Inc*. (LASC No. BC702283) (class size approx. 750; lead counsel); *Rodriguez v. Rossmoyne, Inc.* (LASC No. BC699137) (class size approx. 220; lead counsel); *Sison v. Cha Hollywood Med. Ctr., L.P.* (LASC No. BC6441 29) (class size approx. 2,100; co-counsel); *Slaughter v. ACA Sec. Stems, LP* (LASC No. BC699137) (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC* (LASC No. BC722765) (class size approx. 515; lead counsel); *Vargas v. AMS Paving, Inc*. (LASC No. BC722767) (case size approx. 260; lead counsel); *Vertti v. Bagcraft Papercon III, LLC* (LASC No. 19STCV12729) (class size approx. 260; lead counsel); and *Wallick v. Campbell Soup Supply Co., LLC* (San Joaquin No. STK-CV-UOE-2021-0000865) (class size 435; lead counsel).

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LILIT TER-ASTVATSATRYAN'S EXPERIENCE AND QUALIFICATIONS

19. Lilit Ter-Astvatsatryan is a Partner at Moon Law Group, PC. Since she was admitted to the California Bar, her practice has exclusively focused on labor and employment class action lawsuits involving California and federal labor laws. Prior to her employment at Moon Law Group, PC, she worked at Setareh Law Group, where she worked with Senior Counsel and mentor H. Scott Leviant on over 80 class actions.

20. Ms. Ter-Astvatsatryan received her Juris Doctor from the University of California, Hastings College of the Law in 2017, where she served as a Symposium Editor for the Hastings Race and Poverty Law Journal and a Teaching Assistant to the Legal Research & Writing and Legal Analysis programs. In law school, she served as a Judicial Extern to the Honorable Patrick J. Walsh of the United States District Court, Central District of California.

21. Ms. Ter-Astvatsatryan received her undergraduate degree in 2014 from the University of California, Los Angeles with a Bachelor of Arts degree in Anthropology and a minor in English Literature.

22. Ms. Ter-Astvatsatryan's billing rate is $850.00 per hour, which is her usual hourly rate in wage and hour litigations. Based on Ms. Ter-Astvatsatryan's nearly 8 years of experience, her Laffey Matrix rate with a 2.5% adjustment is $859.98 per hour ($839 Laffey Matrix rate + (2.5% x $839)). (*See* Exh. 2.) As compared to the Laffey Matrix rate and when considering her experience, Ms. Ter-Astvatsatryan's billing rate of $850.00 per hour is reasonable.

23. As a Partner working solely on wage and hour class action cases, she has been involved in all aspects of complex litigation, including assisting in class certification motions in the following cases:

a. Macario Gonzalez v. Metcon TI, Inc., Alameda Superior Court, Case No. RG19015589 [after class certification motion was filed, the parties attended mediation and ultimately resolved the matter on a class wide basis];

b. Miguel Angel Lopez Cuadras v. R.C. Wendt Painting, Inc., Los Angeles Superior

Court, Case No. BC705964 [after class certification motion was entirely briefed, the parties attended mediation and ultimately resolved the matter on class wide basis]; and

c. Noe Armendariz v. Kinkisharyo International, LLC, United States District Court, Central District of California, Case No. 2:19-cv-08757-JAK-KS [motion for class certification filed, decision pending.

24. Additionally, the following is a list of cases where she briefed preliminary and final approval motions of class action settlements that were ultimately granted by each respective Court.

a. Ana Rose De Jesus, et al. v. Philippine National Bank, et al, Los Angeles Superior Court, Case No. BC673024;

b. Andres De La Riva Sotelo v. Belfor USA Group, Inc., Los Angeles Superior Court, Case No. BC688895;

c. Carlos Vertti v. Bagcraft Papercon III, LLC, et al., Los Angeles Superior Court, Case No. 19STCV12729;

d. Christopher Thurman v. Wanton Group SP, LLC, et al, Los Angeles Superior Court, Case No. 19STCV18772;

e. Francisca Velasco v. Paige, LLC, Los Angeles Superior Court, Case No. 19STCV12114;

f. Jose Montoya v. The Golden 1 Credit Union, Sacramento Superior Court, Case No. 34-2018-00228252;

g. Malu Vaesau v. Double AA Corporation, San Francisco Superior Court, Case No. CGC-19-572598;

h. Tyler Jones v. Citiguard, Inc., Los Angeles Superior Court, Case No. BC664890; and

i. Venancio Miranda v. Maximum Nursery, Inc., Santa Barbara Superior Court, Case No. 19STCV06041.

25. In addition to her work on complex litigation matters and class actions, she has authored published articles on California labor laws, including:

a. Lilit Ter-Astvatsatryan and H. Scott Leviant, Where Troester Stops Not Even Troester Knows, Daily Journal (Los Angeles & San Francisco), July 2, 2019; and

b. Lilit Ter-Astvatsatryan and H. Scott Leviant, Unaccounted Time: Reading the Tea Leaves of Troester, Daily Journal (Los Angeles & San Francisco), September 12, 2018.

MICHAEL CITRIN'S EXPERIENCE AND QUALIFICATIONS

26. Michael Citrin is an associate attorney at Moon Law Group, PC. Mr. Citrin advocates for employees in both state and federal court in employment and related litigation. Since joining Moon Law Group, PC, his practice has focused on wage-and-hour actions involving claims related to unpaid overtime and minimum wages, meal and rest break violations, unreimbursed business expenses, improper wage statements, and unfair business practices, as well as discrimination claims rising under California law.

27. Mr. Citrin received his B.A. in Literature and Linguistics with honors from The Macaulay Honors College at Hunter, CUNY. He received his Juris Doctorate and Public Interest Certificate from University of Southern California, Gould School of Law ("USC"). While in law school, Mr. Citrin participated in the Hale Moot Court honors program and worked as a student clinician for USC's Post-Conviction Justice Project. Mr. Citrin also worked as a TA for a Poverty Law class. Following law school, Mr. Citrin worked as an immigration defense attorney, advocating for individuals in removal proceedings. Immediately prior to joining Moon Law Group, Mr. Citrin was a Deputy Federal Public Defender, representing indigent individuals accused of federal crimes in the Central District of California.

28. Mr. Citrin became an Active Member of the State Bars of California in 2020 and has been an Active Member in good standing continuously since then. He is also admitted to

practice in the United States District Court for the Eastern, Southern, and Central Districts of California.

29. Mr. Citrin's billing rate is $600.00 per hour, which is his usual hourly rate in wage and hour litigations. Based on Mr. Citrin's 4 years of experience, his Laffey Matrix rate with a 2.5% adjustment is $595.53 per hour ($581 Laffey Matrix rate + (2.5% x $581)). (*See* Exh. 2.) As compared to the Laffey Matrix rate, Mr. Citrin's billing rate of $600.00 per hour is reasonable.

THE EXPERIENCE AND QUALIFICATIONS OF MOON LAW GROUP, PC

30. As demonstrated by the foregoing, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of approximately 30 attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of skill and knowledge in wage and hour class actions, PAGA representative actions, and labor and employment law generally, the substantiative (state and federal) and procedural law of which is frequently evolving.

31. Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. As noted above, Moon Law Group, PC has been appointed lead or co-lead class counsel in federal and state courts in California. Also, the firm and its lawyers have successfully settled hundreds of cases during that time, including wage and hour class and/or PAGA actions.

32. The foregoing experience of myself and other attorneys of Moon Law Group, PC is helpful in assessing the reasonableness of settlements, such as the one at issue here, and from this experience we concluded that this litigation could not have been settled on better terms than provided under the Settlement.

33. I respectfully submit that the attorneys of Moon Law Group, PC, myself included, are well suited to act as Class Counsel in this action, and we have, and will continue to, vigorously represent the interests of the Class. To my knowledge, we do not have any conflicts of interest with Plaintiff, other Class Members, or the proposed Settlement Administrator, and we are not related to Plaintiff. We respectfully request to be appointed as Class Counsel, for settlement purposes.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

34. The Settlement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount, currently estimated to be $400,000.00, and expenses not to exceed $30,000.00. (Settlement, ¶¶ I.G-H.)

35. At this time, my firm has incurred $7,599.44 in litigation costs, and a true and correct copy of such costs is attached hereto as **Exhibit 5**.

36. The proposed award of attorneys' fees can be justified under either the lodestar method or the percentage/common-fund recovery method. Plaintiffs' Counsel, however, intend to base the proposed fees award on the percentage method, as many of the entries in the time records will have to be redacted to preserve attorney-client and attorney work product privileges.

37. Pursuant to a joint prosecution and fee-sharing agreement between the law firms representing Plaintiffs, and as consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split the award for attorneys' fees with 15% to my office, and 27.625% to Zakay Law Group, APLC, 27.625% to the JCL Law Firm, APC, and 29.75% to Lawyers for Justice, PC, regardless of the amount awarded or whether the award is based on a common fund or

lodestar analysis. As to costs, the JPA states that the firms will be reimbursed in full to the extent possible for their respective costs actually incurred.

38. I am informed and believe that the fees and costs provision in the Settlement is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. Moreover, my office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

39. It is further estimated that my office will need to expend at least another 25 to 50 hours to monitor the administration process leading up to the final approval, prepare for final approval, and oversee distribution to the Class following final approval. My office also bears the risk of taking whatever actions are necessary should Defendant fail to pay.

40. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In such instance, we would have been left with no compensation for all the time taken in litigating this case due to the contingency fee arrangement. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having the defendant company going bankrupt during litigation. The contingent risk in these types of cases is very real and occurs regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

41. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Moon Law Group, PC represents virtually all its employment law clients on a contingency fee basis, including Plaintiff Rodriguez in this matter. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Moon Law Group, PC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more

than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

42. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. My office's efforts have included, and will include following preliminary and final approval, without limitation, the following:

(a) Numerous interviews with Plaintiff Rodriguez and review of documents provided by him;

(b) Legal research and investigation regarding Defendant's business and employment practices at numerous points in the litigation;

(c) Preparation and submission of Plaintiff Rodriguez's PAGA notice letter;

(d) Preparation, finalization, and filing of multiple drafts of the original class action complaint and subsequent amended complaints;

(e) Extensive "meet and confer" correspondence and discussions with Defense Counsel regarding mediation and to obtain relevant documents and information through informal discovery;

(f) Research and preparation of Plaintiffs' mediation brief;

(g) Analysis of the discovery production and preparation of a damages model with the aid of a statistics expert;

(h) Attendance and active participation at mediation;

(i) Drafting, negotiating, and reviewing multiple drafts of the Settlement and Class Notice;

(j) Attention to motion for preliminary approval and the accompanying filings;

(k) Anticipated preparation for and attendance at the preliminary approval hearing;

(l) Anticipated conferring with Defense Counsel and the Settlement Administrator regarding the Class Notice mailing, Class responses, and preliminary and final calculations;

(m) Anticipated preparation, finalization, filing, and service of a motion for final approval and accompanying filings;

(n) Anticipated preparation for and anticipated attendance at the final approval hearing, and then monitoring of the distribution of funds following final approval; and

(o) Anticipated responding to Class Member inquiries and communicating with Plaintiff Rodriguez regarding the case.

43. Through the efforts of my office, the offices of co-counsel, and Plaintiffs in this case, a fair and reasonable joint resolution has been reached that includes a gross, non-reversionary payment by Defendant of *no less than* $1,200,000.00 to compensate Class Members for the alleged unlawful wage and hour practices. I am informed and believe that, without the efforts of my office, the offices of co-counsel, or Plaintiffs, the Labor Code and Wage Order violations alleged in the Operative Complaint would have gone completely unremedied.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on June 9, 2025, at Los Angeles, California.

Executed on June 9, 2025, at Los Angeles, California.

Kane Moon

EXHIBIT 1

MOON LAW GROUP, PC
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Kane Moon, Esq.
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April 28, 2024

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Covi Concrete Construction, Inc.
7621 Reynolds Circle
Huntington Beach, CA 92647

Notice of Labor Code Violations and PAGA Penalties

Re: ***Angel Rodriguez v. Covi Concrete Construction, Inc.***

To Whom It May Concern:

Please be advised that my office has been retained by Angel Rodriguez ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Covi Concrete Construction, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Orange County. As such, Defendantis subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a construction worker from approximately June 2021 to July 2023, primarily in Orange County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked at least 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work off the clock, and uncompensated. During the statutory time period, Defendants failed to accurately records the time that Plaintiff and the Aggrieved Employees worked. Instead, Plaintiff and the Aggrieved Employees were paid for their scheduled shifts, and were often unpaid for the additional time worked each day, which were often substantial. Plaintiff and the Aggrieved Employees were regularly required to arrive to work early in order to prepare and to be ready to work at the scheduled shift start-time, and they were required to stay late in order to complete their work and clean, as well as to return back to the main office, all unpaid. Also, Plaintiff and the Aggrieved Employees were sometimes required to work on-duty, such as those instances where they worked with concrete, uncompensated.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, which included the purchase of tools, safety equipment (i.e. gloves, safety glasses, safety helmet, specific types of boots), and the occasional use of personal cellular telephones for work purposes.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant'sconduct violates Labor Code §§ 201 and 202.Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendantthe greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;

2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;

3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;

4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;

6. Labor Code § 227.3 by failing to pay all vacation wages at termination;

7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;

8. Labor Code § 226 by failing to provide accurate itemized wage statements; and

9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC

Kane Moon, Esq.
Attorney at Law

EXHIBIT 2

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389

6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	$30,515	$31,538	$32,552	$33,563	$34,576	$35,168	$36,173	$37,184	$37,225	$38,171
2	$34,311	$35,127	$36,264	$37,225	$37,643	$38,749	$39,856	$40,963	$42,070	$43,176
3	$37,439	$38,687	$39,934	$41,181	$42,429	$43,676	$44,923	$46,171	$47,418	$48,665
4	$42,026	$43,427	$44,829	$46,231	$47,632	$49,034	$50,435	$51,837	$53,238	$54,640
5	$47,019	$48,586	$50,153	$51,719	$53,286	$54,853	$56,419	$57,986	$59,553	$61,119
6	$52,414	$54,161	$55,908	$57,654	$59,401	$61,148	$62,895	$64,642	$66,389	$68,135
7	$58,244	$60,186	$62,128	$64,070	$66,012	$67,954	$69,896	$71,838	$73,780	$75,722
8	$64,503	$66,653	$68,804	$70,955	$73,106	$75,256	$77,407	$79,558	$81,709	$83,859
9	$71,244	$73,619	$75,993	$78,368	$80,742	$83,117	$85,492	$87,866	$90,241	$92,615
10	$78,455	$81,070	$83,685	$86,300	$88,914	$91,529	$94,144	$96,759	$99,373	$101,988
11	$86,199	$89,071	$91,944	$94,817	$97,689	$100,562	$103,435	$106,307	$109,180	$112,053
12	$103,316	$106,760	$110,205	$113,649	$117,094	$120,538	$123,983	$127,427	$130,872	$134,317
13	$122,857	$126,953	$131,048	$135,144	$139,239	$143,334	$147,430	$151,525	$155,621	$159,716
14	$145,180	$150,019	$154,858	$159,697	$164,536	$169,376	$174,215	$179,054	$183,893	$188,733
15	$170,769	$176,461	$182,153	$187,845	$193,538	$195,200 **	$195,200 **	$195,200 **	$195,200 **	$195,200 **
16	$200,281	$206,957	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
17	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
18	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 4

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	$29,949	$30,954	$31,949	$32,941	$33,935	$34,516	$35,502	$36,495	$36,535	$37,463
2	$33,675	$34,476	$35,592	$36,535	$36,945	$38,031	$39,117	$40,203	$41,290	$42,376
3	$36,745	$37,969	$39,194	$40,418	$41,642	$42,866	$44,090	$45,315	$46,539	$47,763
4	$41,247	$42,622	$43,998	$45,374	$46,749	$48,125	$49,500	$50,876	$52,251	$53,627
5	$46,148	$47,685	$49,223	$50,761	$52,298	$53,836	$55,373	$56,911	$58,449	$59,986
6	$51,442	$53,157	$54,871	$56,586	$58,300	$60,014	$61,729	$63,443	$65,158	$66,872
7	$57,164	$59,070	$60,976	$62,882	$64,788	$66,694	$68,600	$70,506	$72,412	$74,318
8	$63,307	$65,418	$67,529	$69,639	$71,750	$73,861	$75,972	$78,083	$80,194	$82,305
9	$69,923	$72,254	$74,584	$76,915	$79,246	$81,576	$83,907	$86,237	$88,568	$90,898
10	$77,001	$79,567	$82,133	$84,700	$87,266	$89,832	$92,399	$94,965	$97,531	$100,097
11	$84,601	$87,420	$90,239	$93,059	$95,878	$98,698	$101,517	$104,337	$107,156	$109,975
12	$101,401	$104,781	$108,162	$111,543	$114,923	$118,304	$121,684	$125,065	$128,446	$131,826
13	$120,579	$124,599	$128,619	$132,638	$136,658	$140,677	$144,697	$148,716	$152,736	$156,755
14	$142,488	$147,238	$151,987	$156,737	$161,486	$166,236	$170,985	$175,735	$180,484	$185,234
15	$167,603	$173,190	$178,776	$184,363	$189,950	$195,200 **	$195,200 **	$195,200 **	$195,200 **	$195,200 **
16	$196,568	$203,120	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
17	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *
18	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *	$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.
** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 5

Activities Export

05/16/2025
5:09 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
01/09/2025	$	One Legal - Notice of Continuance Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$17.20	-	$17.20
01/09/2025	$	One Legal - Notice of Continuance Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$17.20	-	$17.20
01/08/2025	$	One Legal - Stip & Order Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$38.88	-	$38.88
01/08/2025	$	One Legal - Joint Stip Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$38.88	-	$38.88
01/07/2025	$	One Legal - Stip & order Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$17.20	-	$17.20
12/05/2024	$	Berger Consulting Group; Wire Payment KM Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$648.00	-	$648.00
10/16/2024	$	Rodriguez v. Covi Concrete Tripper ORtman mediator Paid via wire transfer Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Kane Moon	1.00	$5,000.00	-	$5,000.00
10/03/2024	$	One Legal - Stip & Order Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$37.13	-	$37.13
08/21/2024	$	Orange SC Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$37.50	-	$37.50
							$0.00 0.00h	**$7,599.44** 0.00h

Activities Export

05/16/2025
5:09 PM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
06/07/2024	$	ACE Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Support Account	1.00	$82.85	-	$82.85
05/09/2024	$	ACE - Complaint Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Andrea Marin	1.00	$1,589.60	-	$1,589.60
04/30/2024	$	LWDA Fee Unbilled	02546-Rodriguez Rodriguez v. Covi Concrete Construction (CJ)	Andrea Marin	1.00	$75.00	-	$75.00
							$0.00 0.00h	**$7,599.44** 0.00h