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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

BRANDYN SCOTTO and ANGEL RODRIGUEZ, individually, on behalf of themselves, and on behalf of other members of the general public similarly situated; Plaintiffs, 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 SHANI O. ZAKAY ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND PAYMENT OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS** Date: December 17, 2026 Time: 2:00 p.m. Judge: Hon. Layne H. Melzer Dept.: CX102

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I, SHANI O. ZAKAY, declare as follows:

1. I am the managing partner of Zakay Law Group, APLC, and co-counsel of record for Plaintiffs BRANDYN SCOTTO and ANGEL RODRIGUEZ ("Plaintiffs"), individually, on behalf of themselves, and on behalf of other members of the general public similarly situated in this matter. As such, I am fully familiar with the facts, pleadings, and history of the matter.

2. This Declaration is being submitted in support of Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement and Approval of Class Counsel Award and Service Awards.

3. Attached hereto as **Exhibit "A"** is a true and correct copy of the fully executed Class Action and PAGA Action Claims and Release of Claims, Addendum to the Class Action and PAGA Action Claims and Release of Claims, and Second Addendum to the Class Action and PAGA Action Claims and Release of Claims (the "Agreement").

4. Attached hereto as **Exhibit "B"** is a true and correct copy of the November 3, 2025 Preliminary Approval Order and the May 11, 2026 Amended Preliminary Approval Order.

5. Attached hereto as **Exhibit "C"** is a true and correct copy of proof of the June 9, 2025, filing of the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit "D"** is a true and correct copy of the proof of filing this motion seeking final approval of this Settlement with the LWDA.

7. Attached hereto as **Exhibit "E"** is a true and correct copy of the Zakay Law Group, APLC's "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

8. Attached hereto as **Exhibit "F"** is a true and correct copy of the Zakay Law Group, APLC's Cost Summary detailing the Zakay Law Group, APLC's actually incurred litigation expenses for this matter as of November 5, 2026. As shown in detail in the attached Cost Summary, the Zakay Law Group, APLC, incurred a total of $7,729.74 in litigation costs prosecuting this action. These costs are exclusive of the costs incurred by co-counsel JCL Law Firm, APC, Lawyers for Justice, PC, and Moon Law Group, PC.

9. Attached hereto as **Exhibit "G"** is a true and correct copy of the time and billing journal detailing Zakay Law Group, APLC's total hours and fees for this matter as of November 18, 2026. Each entry was made in the ordinary course of the Zakay Law Group, APLC's usual course of business. The attached shows that the Zakay Law Group, APLC billed a total of 152.7 hours for a total of $101,252.50 successfully litigating this action.

I. THE SETTLEMENT IS FAIR, REASONABLE, AND VALUABLE

10. An objective evaluation of the proposed settlement of $1,200,000.00 ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, guided by the wisdom and experience of Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions.

11. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

II. OVERVIEW OF THE LITIGATION

12. Defendant is a concrete contracting business that builds parking structures, a California Corporation based in Huntington Beach, where Plaintiffs worked. Plaintiff Scotto was employed by Defendant as a carpenter laborer from August 2020 to June 2021, and again from November 2021 through March 2022 as an hourly, non-exempt laborer. Plaintiff Rodriguez was employed by Defendant from June 2021 to July 2023 as an hourly, non-exempt laborer. At all times during their employment, Plaintiffs earned an hourly wage and were entitled to legally compliant meal and rest periods, and minimum, regular, and overtime wages for all hours worked. As non-exempt employees, Plaintiffs were subject to Defendant's written policies and procedures and general employment practices.

13. Generally, Plaintiffs claim that Defendants failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to pay overtime and sick pay at the correct regular rate of pay, failed to reimburse for mandatory business expenses, failed to furnish accurate itemized

wage statements, and failed to pay all wages when due. Defendants forcefully deny liability for each of Plaintiffs' claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to, compliant meal and rest period policies, compliant wage statements, and timely payment all wages due upon separation of employment.

14. 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.

15. 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. Plaintiff Rodriguez's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under the California Labor Code Private Attorneys General Act, Sections 2698 et seq ("PAGA").

16. 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.].

17. 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. After reaching an agreement in principle, the parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

18. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the Class and should be granted final approval. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

19. As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel assessed the value of the class claims using data and documents provided by Defendant through informal discovery. Class Counsel obtained time, payroll, and policy records for the Class Members, aggregate workweek and pay period data, and copies of applicable handbooks containing, *inter alia*, compensation, timekeeping, and meal and rest period policies. Class Counsel retained BCG to analyze Defendant's time and payroll data to formulate damage models estimating Defendant's liability exposure. Class Counsel's investigation, research, experience, and damage model informed and guided the mediated negotiations that resulted in this settlement.

20. The Settlement is the product of a mediation session with a respected mediator and subsequent negotiations over the terms of the Settlement. The negotiations were adversarial,

conducted at arms-length and tempered by the efforts of both sides to serve the interests of their clients.

21. Plaintiffs are represented by competent and experienced counsel to pursue their claims. My firm has extensive class action experience in multiple fields and has represented tens-of-thousands of people in class actions. My firm has previously litigated similar wage and hour class actions involving similar claims. My firm has been approved as class counsel in similar wage and hour class actions throughout the State of California. As such, courts throughout California have deemed my firm experienced and knowledgeable in this area of law. My firm has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

22. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and correct copy of which is attached hereto as **Exhibit E**. Some of the major cases my firm has undertaken are also set forth in **Exhibit E.** I have had class litigation experience, mostly in the area of employment class actions, unfair business practices, and other complex litigation. I have experience in cases involving labor code violations and wage and hour claims. I have litigated similar wage and hour cases against other employers on behalf of employees. I have been approved as experienced class counsel in courts throughout California. It is this level of experience which enabled my firm to undertake the instant matter and to successfully combat the resources of the Defendant and its capable and experienced counsel.

23. The reaction of the Settlement Class unequivocally supports approval of the Settlement. ***None*** of the 721members of the Class opted-out of the Settlement. Moreover, there are ***zero*** objections. Stated differently, **100%** of the Settlement Class chose to participate in the Settlement.

24. Although Plaintiffs and Class Counsel believe that this case has merit, they recognized the potential risks both sides would face if litigation of this action continued.

25. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs' claims.

26. Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals, which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed, if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representatives and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

27. The Gross Settlement Amount of $1,200,000.00 in this case is fair and well within the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents a recovery of approximately 30% of Defendant's class-wide liability exposure as estimated by Class Counsel at the time of mediation.

28. Clearly the goal of this litigation – to obtain redress for the class – has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is entitled to final approval.

29. Here, Plaintiffs and Defendant negotiated a good faith PAGA Payment in the amount of $60,000.00 which is 5% of the Gross Settlement Amount. This amount falls well within the

range of approved PAGA Payments. Seventy-Five percent (75%) of the PAGA Payment ($45,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment ($15,000.00) to be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved

30. Further, on June 9, 2025, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On November 18, 2026, Plaintiffs gave the LWDA notice of this motion seeking final approval of this settlement.

IV. CLASS COUNSEL FEES AND COSTS

31. As of November 18, 2026, Zakay Law Group, APLC incurred a total lodestar of $101,252.50 for 152.7 hours worked by attorneys successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed time and billing journals for the Zakay Law Group, APLC are attached hereto as **Exhibit "G".**

32. The attorneys and staff at co-counsel JCL Law Firm, APC worked a total of 98.9 hours successfully prosecuting this action for a lodestar of $76,195.00. A true and correct copy of the JCL Law Firm, APC time and billing entries is attached to the Declaration of Jean-Claude Lapuyade, Esq. filed concurrently herewith.

33. The attorneys and staff at co-counsel Lawyers for Justice, PC worked a total of 77.1 hours successfully prosecuting this action for a lodestar of $65,535.00. A true and correct copy of the Lawyers for Justice, PC time and billing entries is attached to the Declaration of Scarlet Tunney, Esq. filed concurrently herewith.

34. The attorneys and staff at co-counsel Moon Law Group, PC worked a total of 32.8 hours successfully prosecuting this action for a lodestar of $25,925.00. A true and correct copy of the Moon Law Group, PC time and billing entries is attached to the Declaration of Kane Moon, Esq. filed concurrently herewith.

35. Collectively, Class Counsel spent a total of 361.5 hours successfully litigating this matter for a total combined lodestar of $268,907.50 and is summarized by firm below:

FIRM	Hours	Total
Zakay Law Group, APLC	152.7	$101,252.50
JCL Law Firm, APC	98.9	$76,195.00
Lawyers for Justice, PC	77.1	$65,535.00
Moon Law Group, PC	32.8	$25,925.00
Total	361.5	$268,907.50

36. Further, Class Counsel will be performing additional work, including finalizing the motion for final approval, attending the hearing on final approval, finalizing the orders and judgment, and monitoring completion of the settlement process over the course of several years.

37. The attorneys and staff at the Zakay Law Group, APLC, have been providing extensive class action services throughout state and federal courts in California for several years.

38. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by Courts throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared with 21 other firms practicing in the Southern District of California). This survey is useful to show that Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Counsel, charges rates as high as $875 for partners and $535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between $900 and $750 for partners and $755 and $335 for associates. Thus, the rates charged by Counsel for comparable work are less than or near than these examples and are therefore undoubtedly reasonable.

39. The requested Class Counsel Attorneys' Fees payment is fair compensation and, respectfully, should be approved. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. Notably, Class Counsel also facilitated the mediation and global settlement of Plaintiffs' claims, which were originally filed as two separate actions, resulting in greater judicial efficiency and less strain on Court resources. Accordingly, the requested Attorneys' Fees are to be allocated to Class Counsel as follows: 29.75% to Lawyers for Justice, PC, 27.625% to Zakay Law Group, APLC, 27.625% to ZLG Law Firm, APC, and 15% Moon Law Group, PC. Further, Attorneys' Fees of one-third of the Gross Settlement Amount are within the historically recognized range attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a reasonable multiplier of 1.48. The reasonableness of the requested Class Counsel Attorneys' Fees is confirmed by reference to the lodestar with a negative multiplier with significant additional work still to be performed.

40. The Agreement provides for payment of Class Counsel's Attorneys' Fees from the common fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common fund doctrine. Class Counsel requests attorneys' fees in the amount of $400,000.00 representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in similar wage and hour class actions. Moreover, the requested attorneys' fee award is in the middle of historically recognized range of attorneys' fees awarded in common fund settlements.

41. Because the Settlement in this case is a pure common fund case, and the percentage of the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact, below what the California Supreme Court approved in *Laffitte*.

42. As part of the Agreement, the parties agreed that Counsel may seek reimbursement of expenses incurred as documented in Counsel's billing records as part of the award for Attorneys' Fees and Attorneys' Expenses. Attached hereto as **Exhibit "F"** is a true and correct copy of the

Zakay Law Group, APLC's Cost Summary detailing the actually incurred litigation expenses by the Zakay Law Group, APLC, for this matter as of November 5, 2026. As shown in detail in the Cost Summary attached as **Exhibit "F"**, the Zakay Law Group, APLC incurred a total of $7,729.74 in litigation costs prosecuting this action. These costs were reasonably incurred by Counsel in the prosecution of this matter and are set forth in detail in the contemporaneous billing records attached hereto.

43. The Class Representatives performed their duties to the Settlement Class admirably. Plaintiffs' work is summarized in their declarations filed concurrently herewith. Plaintiffs assumed the serious risk of liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiffs knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of November, 2026, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay
Attorney for Plaintiff

EXHIBIT A

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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

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CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Stipulation of Class and PAGA Action Settlement and Release of Claims is entered into by and between Plaintiff BRANDYN SCOTTO an individual (hereinafter "Plaintiff Scotto"), and Plaintiff ANGEL RODRIGUEZ, an individual (hereinafter "Plaintiff Rodriguez"), individually, and on behalf of all persons similarly situated, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant COVI CONCRETE CONSTRUCTION, INC., a California corporation ("Defendant"):

I. DEFINITIONS

A. "Actions" or "Action" shall mean collectively the putative class and representative action lawsuit designated *Brandyn Scotto et al. v. Covi Concrete Construction, Inc.,* Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC ("*Scotto* Action"), and the putative class and representative action lawsuit designated *Rodriguez v. Covi Construction, Inc.,* Orange County Superior Court, Case No. 30-2024-01396787-CU-OE-CXC ("*Rodriguez* Action").

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time during the PAGA Period.

D. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the PAGA Payment ($60,000.00) that will be distributed to the Aggrieved Employees as described in this Agreement.

E. "Class" or the "Class Members" means all current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time during the Class Period.

F. "Class Counsel" shall mean Shani O. Zakay, Esq. of Zakay Law Group, APLC, Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Arby Aiwazian, Esq., Joanna Ghosh,

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.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be paid by a single settlement check made payable to Settlement Class Members.

R. "LWDA" shall mean the Labor and Workforce Development Agency.

S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment ($60,000.00) payable to the to the LWDA.

T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Settlement Administration Costs.

U. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

V. "Operative Complaint" shall mean the First Amended Complaint that will be filed in the *Scotto* Action that consolidates the claims and parties from the *Rodriguez* Action before Preliminary Approval.

W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698 *et seq.*

X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendant divided by the total Pay Periods that all Aggrieved Employees worked for Defendant during the PAGA Period.

Y. "PAGA Payment" shall mean Sixty Thousand Dollars and Zero Cents ($60,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(1). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute 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,

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

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

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

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

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

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

MM. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (949) 878-3676. The Settlement 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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;

3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Gross Settlement Amount.

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

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

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

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

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

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

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

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

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

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

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

M. Notice Procedure.

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

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment 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.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this

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

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

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

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

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

10. Class Counsel Award. Defendant understands, and will not oppose, a motion for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be 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

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

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

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

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

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

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

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

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

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

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

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

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the

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

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

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

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

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

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

DATED: 03/26/2025

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

BRANDYN SCOTTO

DATED:

ANGEL RODRIGUEZ

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

DATED: _____

COVI CONCRETE CONSTRUCTION, INC.

Printed Name

Title

Docusign Envelope ID: 6481660F-22A1-4723-85E4-5B8482B88167

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

DATED:

BRANDYN SCOTTO

DATED: 4/2/2025

Firmado por:
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ANGEL RODRIGUEZ

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

DATED: _____

COVI CONCRETE CONSTRUCTION, INC.

Printed Name

Title

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.

Paul Covi Bissin

Printed Name

President

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 26, 2025

JCL LAW FIRM, APC

By: _____

Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: March 26, 2025

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: _____

MOON LAW GROUP, PC

By: _____

Attorneys for Plaintiff Rodriguez and Settlement Class Members

DATED: _____

BREMER WHYTE BROWN & O'MEARA LLP

By: _____

Attorneys for Defendant

Docusign Envelope ID: 6481660F-22A1-4723-85E4-5B8482B88167

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 2581C934BD36459...
Attorneys for Plaintiff Rodriguez and Settlement Class Members

DATED: _____ BREMER WHYTE BROWN & O'MEARA LLP

By:_____
Attorneys for Defendant

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, APC

By: _____
Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: March 26, 2025

LAWYERS FOR JUSTICE, PC

By: _____
Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: _____

MOON LAW GROUP, PC

By: _____
Attorneys for Plaintiff Rodriguez and Settlement Class Members

DATED: 3-25-25

BREMER WHYTE BROWN & O'MEARA LLP

By: _____
Attorneys for Defendant

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: $<<___>>. 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 _____ 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._____.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 _____. 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.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
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Email: shani@zakaylaw.com

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Lawyers for Justice, PC
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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.

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Attorneys for Plaintiff Scotto
(Additional Counsel on Next Page)

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 Layne H. Melzer, Dept. CX102*]

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

ADDENDUM TO 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

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Attorneys for Plaintiff Rodriguez

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Addendum to the Stipulation of Class and PAGA Action Settlement and Release of Claims is entered into by and between Plaintiff BRANDYN SCOTTO an individual (hereinafter "Plaintiff Scotto"), and Plaintiff ANGEL RODRIGUEZ, an individual (hereinafter "Plaintiff Rodriguez"), individually, and on behalf of all persons similarly situated, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant COVI CONCRETE CONSTRUCTION, INC., a California corporation ("Defendant"):

On September 11, 2025, the Court issued a Tentative Ruling on Plaintiff's Motion for Preliminary Approval of the Parties' Class and PAGA Settlement. The following Terms of Agreement, as well as the Class Notice, are modified and supersede those in the Settlement Agreement in accordance with the Court's September 11, 2025, Tentative Ruling and as follows:

I. DEFINITIONS

A. "Actions" or "Action" shall mean collectively the putative class and representative action lawsuit designated *Brandyn Scotto et al. v. Covi Concrete Construction, Inc.,* Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC ("*Scotto* Action"), and the putative class and representative action lawsuit designated *Rodriguez v. Covi Construction, Inc.,* Orange County Superior Court, Case No. 30-2024-01396787-CU-OE-CXC ("*Rodriguez* Action").

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time during the PAGA Period.

D. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the PAGA Payment ($60,000.00) that will be distributed to the Aggrieved Employees as described in this Agreement.

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E. "Class" or the "Class Members" means all current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time during the Class Period.

F. "Class Counsel" shall mean Shani O. Zakay, Esq. of Zakay Law Group, APLC, Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Arby Aiwazian, Esq., Joanna Ghosh, 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.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be paid by a single settlement check made payable to Settlement Class Members.

R. "LWDA" shall mean the Labor and Workforce Development Agency.

S. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment ($60,000.00) payable to the to the LWDA.

T. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Settlement Administration Costs.

U. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

V. "Operative Complaint" shall mean the First Amended Complaint that will be filed in the *Scotto* Action that consolidates the claims and parties from the *Rodriguez* Action before Preliminary Approval.

W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698 *et seq.*

X. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendant divided by the total Pay Periods that all Aggrieved Employees worked for Defendant during the PAGA Period.

Y. "PAGA Payment" shall mean Sixty Thousand Dollars and Zero Cents ($60,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and

Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(1). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute 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, interest, attorneys' fees, litigation and other costs, which occurred during the PAGA Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

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

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

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

LL. "Settlement Administration Costs" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement. Settlement Administrator shall be mutually agreed to by the Parties. Settlement Administration Costs shall not exceed the estimate of the

Settlement Administrator to administrate the settlement. The Settlement Administration Costs shall include certified Spanish translation of the class notice.

MM. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (949) 878-3676. The Settlement 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 of One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

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

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal,

then Defendant is entitled to prompt return of the principal and all interest accrued.

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

B. Release by Settlement Class Members. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period. As a result of this release, the Settlement Class Members shall be precluded from bringing claims against Defendant and the Released Parties for the Released Class Claims.

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

D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth in this Agreement, Plaintiffs waive, release, acquit and forever discharge the Released Parties from any and all claims, whether known or unknown, which exist or may exist on either Plaintiff's behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare

Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business and Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiffs also waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code Section 1542, which provides as follows:

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

E. Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiffs understand this Settlement Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter

into this Settlement Agreement. Plaintiffs further acknowledges that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiffs agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiffs relating thereto.

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

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

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

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

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

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

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

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are

not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

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

K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting

Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiffs will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

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

M. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the

Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The Class Data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek and PAGA Pay Period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes is final and non-appealable.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the

Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

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

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address

and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended thirty (30) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties. To submit a workweek dispute, Class Members may use the "Workweek Dispute" form attached to this Notice. Any submission must: (1) include the Class Member's name, address, and the last four digits of the Social Security number; (2) be signed by the Class Member; (3) be mailed to the Settlement Administrator and postmarked on or before the deadline to dispute, or faxed or emailed to the Settlement Administrator by the same deadline; and (4) contain an explanation of the basis for disputing the workweek calculation, along with copies of any paystubs or other supporting documents.

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

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The request may be submitted by fax, email, or mail. The Notice Packet shall contain a Request for Exclusion form, which Classs Members may utilize to complete and submit in order to render their Request for Exclusion. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Brandyn Scotto et al. v. Covi Concrete Construction, Inc.,* Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope on the request for exclusion shall be the exclusive means used to determine whether

the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Unless the Court decides otherwise, Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement. The Court shall have final say over the validity and authenticity of any Requests for Exclusion submitted by Class Members.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline by fax, email, or mail. Class Members may utilize the Objection form which is attached to the notice. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class

Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Funding and Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be paid to the Settlement Administrator in two separate installments as follows: The first installment of $600,000.00 shall be paid within forty-five (45) days of the Court granting preliminary approval. The second installment of $600,000.00 shall be paid within six (6) months of the first installment payment deadline (i.e., the Funding Date). Defendant is required to pay any employer's share of payroll taxes as mandated by law at the time the first installment is funded.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be

multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

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5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment 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.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

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

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180)

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

9. Service Awards. In addition to the Individual Settlement Payment as Settlement Class Members and their individual shares of the Aggrieved Employee Payment, Plaintiffs will apply to the Court for an award of not more than $10,000.00 each, as the Service Awards. Defendant will not oppose Service Awards of not more than $10,000.00 for each Plaintiff (a total of $20,000.00). The Settlement Administrator shall pay the Service Awards, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Awards that are not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Service Awards. Each Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on their Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties,

or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Awards. If the Court reduces or does not approve the requested Service Awards, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendant understands, and will not oppose, a motion for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be 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 Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt

out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will vacate any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery deadlines.

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

Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 and CRC 3.769(h) to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all

Parties until the entry of the Final Approval Order and Judgment or if not entered, the date this Agreement shall not longer be of any force or effect.

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

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

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

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

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

BB. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant,

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regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

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

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

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

DATED: 09/23/2025

Brandyn Scotto (Sep 23, 2025 13:10:46 PDT)
BRANDYN SCOTTO

DATED: 9/25/2025

Firmado por:
27B58207DE1C44A...
ANGEL RODRIGUEZ

///

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

DATED: 9/23/25

Paul C. Bissin
COVI CONCRETE CONSTRUCTION, INC.

Paul C. Bissin
Printed Name

President
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: September 23, 2025

JCL LAW FIRM, APC

By: _____

Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: September 23, 2025

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: _____

MOON LAW GROUP, PC

By: _____

Attorneys for Plaintiff Rodriguez and Settlement Class Members

DATED: September 23, 2025

BREMER WHYTE BROWN & O'MEARA LLP

By: Jonathan Cothran

Attorneys for Defendant

Docusign Envelope ID: 52DC65C8-25D2-4099-A2EC-7DF917BE5131

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, APC

By: _____
Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: 09/23/2025

LAWYERS FOR JUSTICE, PC

By: _____
Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: 09/25/2025

MOON LAW GROUP, PC

By: _____
Attorneys for Plaintiff Rodriguez and Settlement Class Members

DATED: _____

BREMER WHYTE BROWN & O'MEARA LLP

By: _____
Attorneys for Defendant

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: $<<___>>. 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. You may use the Request for Exclusion form which is attached to this notice. 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 (estimated $400,000.00) 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 _____ 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._____.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, bymail, fax, or email, , a written, signed and dated request for exclusion postmarked no later than _____. You may submit a Request for Exclusion by completing the attached "Request for Exclusion" form and sending it to the administrator by mail, fax, or by scanning and emailing it to claims@apexclassaction.com. The address for the Settlement Administrator is 18 Technology Drive, Ste. 154, Irvine, CA 92618; Tel: (800) 355-0700. The fax number for the administrator is (949) 989-4428. 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. You may use the Request for Exclusion form attached to this Notice to submit a request for exclusion.

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 utilize the "Objection Form" attached to the bottom of this notice. 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 _____. 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.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

Class Counsel:
Arby Aiwazian, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
Email: aa@calljustice.com

Class Counsel:
Kane Moon, Esq.
kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan, Esq.
lilit@moonlawgroup.com
Michael Citrin, Esq.
mcitrin@moonlawgroup.com
725 S. Figueroa Street, 31st Floor
Los Angeles, CA 90017
Tel: (213) 232-3128
Fax: (213) 232-3125

Counsel for Defendant:
Jonathan P. Cothran, Esq.
Bremer Whyte Brown & O'Meara LLP
501 West Broadway, Unit 1700
San Diego, CA 92101
Tel: 949-221-1000
Fax: 949-221-1001
Email:jcothran@bremerwhyte.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 2:00 PM on March 27, 2026, at the Orange County Superior Court, Department CX102, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701 before Judge Layne H. Melzer. 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.

11. What should I do if I dispute the administrator's Workweek Calculation?

If you believe that the number of workweeks credited to you in this Settlement is incorrect, you may dispute the calculation by completing the "Workweek Dispute" form attached to this Notice. To be valid, your dispute must (1) include your name, address, and the last four digits of your Social Security number; (2) be signed by you; (3) be mailed to the Settlement Administrator and postmarked on or before the Response Deadline, or faxed or emailed to the Settlement Administrator by the same deadline; and (4) include a brief explanation of the basis for disputing your workweek calculation, along with copies of any paystubs or other documents supporting your dispute. The Settlement Administrator will review your submission, may consult with the Parties, and will make the final and binding determination as to whether any adjustment is warranted.

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.

EXHIBIT B

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

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice of Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is [** INSERT DATE**].

I. PERSONAL INFORMATION

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (_____) _____
Last Four Digits of SSN: _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Brandyn Scotto et al. v. Covi Concrete Construction, Inc*, Case No. 30-2023-01351136-CU-OE-CXC filed in the Superior Court of California, County of Orange. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment.

III. SUBMISSION INSTRUCTIONS

If you choose to return this form by mail, you must return it to the Settlement Administrator postmarked on or before [**INSERT DATE**] AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

You may also submit this form by scanning and emailing it to claims@apexclassaction.com, or by faxing it to (949) 989-4428 on or before [**INSERT DATE**].

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____ _____
(Signature)

_____
(Print Name)

EXHIBIT C

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618
Email: claims@apexclassaction.com
Fax: (949) 989-4428

If Mailed, Must Be Postmarked No Later Than XXX, 2025

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Brandyn Scotto et al. v. Covi Concrete Construction, Inc Case No. *30-2023-01351136-CU-OE-CXC*

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any: _____

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL, FAX, OR EMAIL IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE XXX, 2025. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

_____

_____

_____

_____

_____

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT D

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618
Email: claims@apexclassaction.com
Fax: (949) 989-4428

WORKWEEK DISPUTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Brandyn Scotto et al. v. Covi Concrete Construction, Inc Case No. *30-2023-01351136-CU-OE-CXC*

If you believe the number of workweeks credited to you under this Settlement is incorrect, you may submit this Workweek Dispute Form. Please carefully follow the instructions below.

Instructions:

1. Complete all sections of this form.
2. Sign and date the form.
3. Attach any supporting documentation (such as paystubs or other records).
4. Return this form to the Settlement Administrator by **mail, postmarked on or before** [**INSERT DATE**], **fax, or email** by the Response Deadline of [**INSERT DATE**].
5. The contact information for the Settlement Administrator is provided at the top left corner of this form.

Class Member Information

- **Full Name:** _____
- **Address:** _____
- **Last Four Digits of Social Security Number:** _____

Workweek Dispute

According to Defendant's records, you have been credited with **[**# OF WORKWEEKS**] workweeks** during the Class Period. I dispute this calculation because:

_____

_____

_____

_____

PLEASE SIGN BELOW
I declare that the foregoing is true and correct.

Signature: _____

Date: _____

PLEASE ATTACH ANY SUPPORTING DOCUMENTATION WHEN SUBMITTING THIS FORM.

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
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nicole@zakaylaw.com
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San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for Plaintiff Scotto
(Additional Counsel on Next Page)

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 Layne H. Melzer, Dept. CX102*]

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

SECOND ADDENDUM TO 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
Arby Aiwazian, Esq.
aa@calljustice.com
Joanna Ghosh, Esq.
joanna@calljustice.com
Vartan Madoyan, Esq.
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450 North Brand Blvd., Suite 900
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Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff Scotto

MOON LAW GROUP, PC
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725 S. Figueroa Street, 31st Floor
Los Angeles, CA 90017
Tel: (213) 232-3128
Fax: (213) 232-3125

Attorneys for Plaintiff Rodriguez

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Addendum to the Stipulation of Class and PAGA Action Settlement and Release of Claims is entered into by and between Plaintiff BRANDYN SCOTTO an individual (hereinafter "Plaintiff Scotto"), and Plaintiff ANGEL RODRIGUEZ, an individual (hereinafter "Plaintiff Rodriguez"), individually, and on behalf of all persons similarly situated, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant COVI CONCRETE CONSTRUCTION, INC., a California corporation ("Defendant"), collectively referred to as the "Parties.":

WHEREAS, the Parties entered into a Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims dated March 26, 2025, as amended by the First Addendum dated September 23, 2025 (collectively, the "Settlement Agreement");

WHEREAS, the Court granted preliminary approval of the Settlement on November 3, 2025;

WHEREAS, the Parties now wish to modify the payment schedule and add a personal guarantee to facilitate Defendant's ability to fulfill its settlement obligations;

WHEREAS, this modification benefits the Class by ensuring payment security while providing Defendant with more manageable payment terms;

NOW, THEREFORE, the following Terms of Agreement, as well as the Class Notice, are modified and supersede those in the Settlement Agreement as follows:

I. DEFINITIONS

A. "Actions" or "Action" shall mean collectively the putative class and representative action lawsuit designated *Brandyn Scotto et al. v. Covi Concrete Construction, Inc.,* Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC ("*Scotto* Action"), and the putative class and representative action lawsuit designated *Rodriguez v. Covi Construction, Inc.,* Orange County Superior Court, Case No. 30-2024-01396787-CU-OE-CXC ("*Rodriguez* Action").

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time during the PAGA Period.

D. "Aggrieved Employee Payment" shall mean the twenty-five percent (25%) of the PAGA Payment ($60,000.00) that will be distributed to the Aggrieved Employees as described in this Agreement.

E. "Class" or the "Class Members" means all current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time during the Class Period.

F. "Class Counsel" shall mean Shani O. Zakay, Esq. of Zakay Law Group, APLC, Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Arby Aiwazian, Esq., Joanna Ghosh, 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 fifteen installments, the Funding Date is considered date of the last (fifteenth) installment, July 1, 2027.

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.

Q. "Guarantor" shall mean Paul Covi Bissin, individually, who has executed a Personal Guarantee Agreement guaranteeing Defendant's payment of the Gross Settlement Amount as set forth in section III(N)(1) of this Second Addendum.

R. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA. Individual Settlement Payments shall be paid by a single settlement check made payable to Settlement Class Members.

S. "LWDA" shall mean the Labor and Workforce Development Agency.

T. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment ($60,000.00) payable to the to the LWDA.

U. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Settlement Administration Costs.

V. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other

than formatting changes to facilitate printing by the Settlement Administrator).

W. "Operative Complaint" shall mean the First Amended Complaint that will be filed in the *Scotto* Action that consolidates the claims and parties from the *Rodriguez* Action before Preliminary Approval.

X. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698 *et seq.*

Y. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendant divided by the total Pay Periods that all Aggrieved Employees worked for Defendant during the PAGA Period.

Z. "PAGA Payment" shall mean Sixty Thousand Dollars and Zero Cents ($60,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the Labor and Workforce Development Agency. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(1). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute 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.

AA. "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.

BB. "PAGA Period" means the period beginning April 28, 2023, through November 20, 2024.

CC. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

DD. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

EE. "Plaintiffs" shall mean Brandyn Scotto and Angel Rodriguez.

FF. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

GG. "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.

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

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

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

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

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

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

NN. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (949) 878-3676. The Settlement 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.

OO. "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.

PP. "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 of One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant.

Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the Gross Settlement Amount.

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

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

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

B. Release by Settlement Class Members. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period. As a result of this release, the

Settlement Class Members shall be precluded from bringing claims against Defendant and the Released Parties for the Released Class Claims.

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

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

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

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

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

risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiffs relating thereto.

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

1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;

3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Gross Settlement Amount.

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

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

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

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

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

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

obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

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

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

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

M. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The Class Data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible

written evidence. All Workweek and PAGA Pay Period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes is final and non-appealable.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and

PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

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

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then

perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended thirty (30) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties. To submit a workweek dispute, Class Members may use the "Workweek Dispute" form attached to this Notice. Any submission must: (1) include the Class Member's name, address, and the last four digits of the Social Security number; (2) be signed by the Class Member; (3) be mailed to the Settlement Administrator and postmarked on or before the deadline to dispute, or faxed or emailed to the Settlement Administrator by the same deadline; and (4) contain an explanation of the basis for disputing the workweek calculation, along with copies of any paystubs or other supporting documents.

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

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The request may be submitted by fax, email, or mail. The Notice Packet shall contain a Request for Exclusion form, which Classs Members may utilize to complete and submit in order to render their Request for Exclusion. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Brandyn Scotto et al. v. Covi Concrete Construction, Inc.,* Orange County Superior Court, Case No. 30-2023-01351136-CU-OE-CXC. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope on the

request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Unless the Court decides otherwise, Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement. The Court shall have final say over the validity and authenticity of any Requests for Exclusion submitted by Class Members.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline by fax, email, or mail. Class Members may utilize the Objection form which is attached to the notice. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of

Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Funding and Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be paid to the Settlement Administrator in fifteen separate monthly installments as follows: **Payments One through Six**: Defendant shall pay Fifty Thousand Dollars ($50,000.00) per month for six (6) consecutive months, with the first payment due on May 1, 2026, and subsequent payments due on the first day of each month thereafter (June 1, 2026, through October 1, 2026). **Payments Seven through Fifteen:** Defendant shall pay One Hundred Thousand Dollars ($100,000.00) per month for nine (9) consecutive months, with payments due on the first day of each month commencing November 1, 2026, and continuing through July 1, 2027 (i.e., the Funding Date). Defendant is required to pay any employer's share of payroll taxes as mandated by law at the time the last (fifteenth) installment is funded.

1. Personal Guarantee

a) Guarantor: hereby personally and unconditionally guarantees the payment of Seven Hundred Thousand Dollars ($700,000.00) of the Gross Settlement Amount ("Guaranteed Amount").

b) Terms of Guarantee: The Guaranteed Amount shall secure Defendant's performance of its payment obligations under this Second Addendum. The personal guarantee shall remain in full force and effect in accordance with the terms set forth in the Personal Guarantee Agreement executed contemporaneously with this Second Addendum and attached hereto as **Exhibit E**.

c) Reduction Schedule: The Guaranteed Amount of Seven Hundred Thousand Dollars ($700,000.00) shall remain constant and shall not be reduced until Defendant has made Payments One through Eight, totaling Six Hundred Thousand Dollars ($600,000.00).

d) Last Seven Months Reduction: Beginning with Payment Nine (November 1, 2026) and continuing through Payment Fifteen (July 1, 2027), the Guaranteed Amount shall be reduced by the amount of each payment timely made by Defendant, as follows:

i. Upon timely payment of Payment Nine on November 1, 2026, the Guaranteed Amount shall be reduced to Six Hundred Thousand Dollars ($600,000.00);

ii. Upon timely payment of Payment Ten on December 1, 2026, the Guaranteed Amount shall be reduced to Five Hundred Thousand Dollars ($500,000.00);

iii. Upon timely payment of Payment Eleven on January 1, 2027, the Guaranteed Amount shall be reduced to Four Hundred Thousand Dollars ($400,000.00;

iv. Upon timely payment of Payment Twelve on February 1, 2027, the Guaranteed Amount shall be reduced to Three Hundred Thousand Dollars ($300,000.00);

v. Upon timely payment of Payment Thirteen on March 1, 2027, the Guaranteed Amount shall be reduced to Two Hundred Thousand Dollars ($200,000.00);

vi. Upon timely payment of Payment Fourteen on April 1, 2027, the Guaranteed Amount shall be reduced to One Hundred Thousand Dollars ($100,000.00);

vii. Upon timely payment of Payment Fifteen on July 1, 2027, including employer payroll taxes, the personal guarantee shall be fully released.

e) Enforcement: In the event Defendant fails to make any installment payment when due, the Settlement Administrator shall provide written notice to Defendant and Guarantor of the missed payment. If Defendant fails to cure the missed payment within ten (10) business days of such notice, Plaintiffs may pursue collection of the then-remaining Guaranteed Amount directly from Guarantor without the need for further notice or demand.

2. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement

Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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

4. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalty Portion") and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

5. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

6. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment 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.

7. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

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

9. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or

Aggrieved Employees does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employees' individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds.

10. Service Awards. In addition to the Individual Settlement Payment as Settlement Class Members and their individual shares of the Aggrieved Employee Payment, Plaintiffs will apply to the Court for an award of not more than $10,000.00 each, as the Service Awards. Defendant will not oppose Service Awards of not more than $10,000.00 for each Plaintiff (a total of $20,000.00). The Settlement Administrator shall pay the Service Awards, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Awards that are not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Service Awards. Each Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on their Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties,

or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Awards. If the Court reduces or does not approve the requested Service Awards, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

11. Class Counsel Award. Defendant understands, and will not oppose, a motion for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount currently estimated to be Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be 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.

12. 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.

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

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to

Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

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

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. The Parties will vacate any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery deadlines.

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

Q. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 and CRC 3.769(h) to ensure the continuing implementation of the provisions of this Settlement and that the time

within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment or if not entered, the date this Agreement shall not longer be of any force or effect.

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

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

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

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibits and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

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

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

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

///

Docusign Envelope ID: EFC08720-56CB-435A-B243-37CA9B570770

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

DATED: 03/02/2026

Brandyn Scotto (Mar 2, 2026 10:51:28 PST)

BRANDYN SCOTTO

DATED: 4/3/2026

Firmado por:
27B58207DE1C44A...

ANGEL RODRIGUEZ

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

DATED: _____

JOHN COVI BISSIN, CEO
COVI CONCRETE CONSTRUCTION, INC.

Docusign Envelope ID: 40CCD234-FC62-406A-854E-EC4B1546CCC6

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: 3/9/2026

DocuSigned by:
Paul C Bissin
80433F54109C45E...

PAUL COVI BISSIN, CEO
COVI CONCRETE CONSTRUCTION, INC.

Docusign Envelope ID: 8BA0C32E-04CC-46FF-8B7C-FE331F26A097

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 2, 2026

JCL LAW FIRM, APC

By: _____

Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: March 2, 2026

ZAKAY LAW GROUP, APLC

By: _____

Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: March 3, 2026

LAWYERS FOR JUSTICE, PC

By: _____

Attorneys for Plaintiff Scotto and Settlement Class Members

DATED: April 1, 2026

MOON LAW GROUP, PC

By: _____

Attorneys for Plaintiff Rodriguez and Settlement Class Members

DATED: _____

BREMER WHYTE BROWN & O'MEARA LLP

By: _____

Attorneys for Defendant

Docusign Envelope ID: 40CCD234-FC62-406A-854E-EC4B1546CCC6

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____ JCL LAW FIRM, APC

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: _____ MOON LAW GROUP, PC

By: _____
Attorneys for Plaintiff Rodriguez and Settlement Class Members

DATED: March 2, 2026 BREMER WHYTE BROWN & O'MEARA LLP

By: Jonathan Cothran
Attorneys for Defendant

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: $<<___>>. 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. You may use the Request for Exclusion form which is attached to this notice. 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 (estimated $400,000.00) 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 _____ 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._____.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, bymail, fax, or email, , a written, signed and dated request for exclusion postmarked no later than _____. You may submit a Request for Exclusion by completing the attached "Request for Exclusion" form and sending it to the administrator by mail, fax, or by scanning and emailing it to claims@apexclassaction.com. The address for the Settlement Administrator is 18 Technology Drive, Ste. 154, Irvine, CA 92618; Tel: (800) 355-0700. The fax number for the administrator is (949) 989-4428. 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. You may use the Request for Exclusion form attached to this Notice to submit a request for exclusion.

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 utilize the "Objection Form" attached to the bottom of this notice. 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 _____. 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.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

Class Counsel:
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
Email: aa@calljustice.com

Class Counsel:
Kane Moon, Esq.
kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan, Esq.
lilit@moonlawgroup.com
Michael Citrin, Esq.
mcitrin@moonlawgroup.com
725 S. Figueroa Street, 31st Floor
Los Angeles, CA 90017
Tel: (213) 232-3128
Fax: (213) 232-3125

Counsel for Defendant:
Jonathan P. Cothran, Esq.
Bremer Whyte Brown & O'Meara LLP
501 West Broadway, Unit 1700
San Diego, CA 92101
Tel: 949-221-1000
Fax: 949-221-1001
Email:jcothran@bremerwhyte.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 2:00 PM on March 27, 2026, at the Orange County Superior Court, Department CX102, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701 before Judge Layne H. Melzer. 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.

11. What should I do if I dispute the administrator's Workweek Calculation?

If you believe that the number of workweeks credited to you in this Settlement is incorrect, you may dispute the calculation by completing the "Workweek Dispute" form attached to this Notice. To be valid, your dispute must (1) include your name, address, and the last four digits of your Social Security number; (2) be signed by you; (3) be mailed to the Settlement Administrator and postmarked on or before the Response Deadline, or faxed or emailed to the Settlement Administrator by the same deadline; and (4) include a brief explanation of the basis for disputing your workweek calculation, along with copies of any paystubs or other documents supporting your dispute. The Settlement Administrator will review your submission, may consult with the Parties, and will make the final and binding determination as to whether any adjustment is warranted.

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.

EXHIBIT B

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

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice of Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is [** INSERT DATE**].

I. PERSONAL INFORMATION

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (_____) _____
Last Four Digits of SSN: _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Brandyn Scotto et al. v. Covi Concrete Construction, Inc*, Case No. 30-2023-01351136-CU-OE-CXC filed in the Superior Court of California, County of Orange. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. Any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment. Exclusion from the Class Action Settlement does not result in exclusion from the PAGA Payment.

III. SUBMISSION INSTRUCTIONS

If you choose to return this form by mail, you must return it to the Settlement Administrator postmarked on or before [**INSERT DATE**] AT THE ADDRESS LISTED BELOW:

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

You may also submit this form by scanning and emailing it to claims@apexclassaction.com, or by faxing it to (949) 989-4428 on or before [**INSERT DATE**].

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____ _____
(Signature)

_____
(Print Name)

EXHIBIT C

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618
Email: claims@apexclassaction.com
Fax: (949) 989-4428

If Mailed, Must Be Postmarked No Later Than XXX, 2025

OBJECTION FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Brandyn Scotto et al. v. Covi Concrete Construction, Inc Case No. *30-2023-01351136-CU-OE-CXC*

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Indicate Name/Address Changes, if any: _____

YOU DO NOT NEED TO COMPLETE THIS FORM TO PARTICIPATE IN THE SETTLEMENT. THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY AND YOU MUST MAIL, FAX, OR EMAIL IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE XXX, 2025. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED AT THE TOP OF THIS FORM. IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void.

I, _____, (name of Class Member) hereby object to the Settlement in this case for the following reasons:

_____

_____

_____

_____

_____

Dated: _____

Signature: _____

Print or Type Name: _____

Telephone Number: _____

EXHIBIT D

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618
Email: claims@apexclassaction.com
Fax: (949) 989-4428

WORKWEEK DISPUTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
Brandyn Scotto et al. v. Covi Concrete Construction, Inc Case No. *30-2023-01351136-CU-OE-CXC*

If you believe the number of workweeks credited to you under this Settlement is incorrect, you may submit this Workweek Dispute Form. Please carefully follow the instructions below.

Instructions:

1. Complete all sections of this form.
2. Sign and date the form.
3. Attach any supporting documentation (such as paystubs or other records).
4. Return this form to the Settlement Administrator by **mail, postmarked on or before** [**INSERT DATE**], **fax, or email** by the Response Deadline of [**INSERT DATE**].
5. The contact information for the Settlement Administrator is provided at the top left corner of this form.

Class Member Information

- **Full Name:** _____
- **Address:** _____
- **Last Four Digits of Social Security Number:** _____

Workweek Dispute

According to Defendant's records, you have been credited with **[**# OF WORKWEEKS**] workweeks** during the Class Period. I dispute this calculation because:

_____

_____

_____

_____

PLEASE SIGN BELOW
I declare that the foregoing is true and correct.

Signature: _____

Date: _____

PLEASE ATTACH ANY SUPPORTING DOCUMENTATION WHEN SUBMITTING THIS FORM.

EXHIBIT B

Electronically Filed by Superior Court of California, County of Orange, 11/03/2025 10:01:00 PM.
30-2023-01351136-CU-OE-CXC - ROA # 106 - DAVID H. YAMASAKI, Clerk of the Court By I. Olivares, Deputy Clerk.

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,

vs.

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

Defendants.

Case No. 30-2023-01351136-CU-OE-CXC
Related Case No. 30-2024-01396787-CU-OE-CXC

ORDER GRANTING 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

This matter having come before the Superior Court of the State of California, in and for the County of Orange, on September 11, 2025, at 2:00 p.m., with Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Joanna Ghosh, Esq., Vartan Madoyan, Esq., and Scarlet Tunney, Esq. of Lawyers for Justice, PC, as counsel for Plaintiff BRANDYN SCOTTO, Kane Moon, Esq. of Moon Law Group, PC as counsel for Plaintiff ANGEL RODRIGUEZ, and Jonathan P. Cothran, Esq. of Bremer Whyte Brown & O'Meara LLP, appearing for Defendant COVI CONCRETE CONSTRUCTION, INC. ("Defendant"). The Court initially issued a tentative ruling conditionally granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, pending submission of amendments to the Settlement Agreement and supplemental declaration of counsel addressing various identified issues. Following Plaintiffs' timely submission of the required supplemental materials addressing the Court's concerns, the Court, having carefully considered the briefs, argument of counsel, the supplemental submissions, and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims, as Amended by the Parties, a true and correct copy of the Agreement is attached to the Declaration of Jaclyn M. Joyce, Esq. (Docket No. 98) as Exhibit "2" ("Settlement Agreement" or "Agreement"). This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is One Million, Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to the entire Class, when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research

have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Settlement Class are fair, adequate, and reasonable, when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Agreement specifies an award of Attorneys' Fee and Costs not to exceed one-third of the Gross Settlement Amount currently estimated to be Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), and a proposed Service Awards to the Class Representatives, Brandyn Scotto and Angel Rodriguez, in an amount not to exceed $10,000.00 each ($20,000.00 total). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Service Awards until the Final Approval Hearing.

6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

> "All current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time between September 26, 2019, to November 20, 2024."

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is

ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative will fairly and adequately protect the interests of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the representative of the Class Members.

8. For settlement purposes only, the Court provisionally appoints Plaintiffs Brandyn Scotto and Angel Rodriguez as the representatives of the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, A.P.C., Shani Zakay, Esq., of the Zakay Law Group, APLC, Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq., Vartan Madoyan, Esq., of Lawyers for Justice, PC, and Kane Moon, Esq. of Moon Law Group, PC as Class Counsel for the Class.

10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of Class Action Settlement and Final Hearing Date ("Class Notice") attached to the Settlement Agreement as Exhibit "A". The Court finds the Notice appears to fully and accurately inform the Class and Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class member to be excluded from the Settlement Class by submitting a written request for exclusion, and of each Class member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice, substantially in the manner and form set forth in the Agreement and this Order, meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The 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. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

12. The Settlement provides for a PAGA Payment of Sixty Thousand Dollars and Zero Cents ($60,000.00) to be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act. Seventy-five percent (75%) of the PAGA Payment, totaling Forty-Five Thousand Dollars ($45,000.00), shall be paid to the California Labor and Workforce Development Agency ("LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment, totaling Fifteen Thousand Dollars ($15,000.00), shall be distributed to the Aggrieved Employees as their pro-rata share based on their respective PAGA Payment Ratios as defined in the Settlement Agreement.

13. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members or, in the case of a re-mailed Class Notice, not more than thirty (30) calendar days after the original Response Deadline. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the

Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement. The Court shall have final say over the validity and authenticity of any Requests for Exclusion submitted by Class Members.

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

15. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Award and Service Awards shall be held before

this Court on **March 26 2026, at 2:00 PM** in Department CX-102 of the Orange County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service Awards, and the Settlement Administration Costs. 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 Payment, and the Settlement Administration Costs.

16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

17. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter

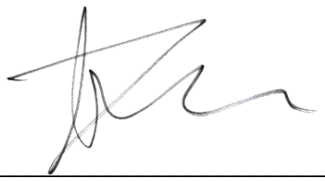
the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

18. Pending final determination of whether the Settlement should be approved, the Class Representative and all members of the Class are barred and enjoined from filing, commencing, prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution of any lawsuit, action, arbitration, administrative or regulatory proceeding, or any other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Class Representative's Released Claims or the Class's Released Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

19. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to the Class. The Court retains continuing jurisdiction to consider all further applications arising out of or connected with the proposed Settlement, pursuant to CCP § 664.6 and CRC 3.769(h).

IT IS SO ORDERED.

DATED: November 3, 2025



JUDGE OF THE SUPERIOR COURT

Electronically Filed by Superior Court of California, County of Orange, 05/11/2026 05:37:00 PM.
30-2023-01351136-CU-OE-CXC - ROA # 128 - DAVID H. YAMASAKI, Clerk of the Court By O. Lopez, Deputy Clerk.

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Attorneys for Plaintiff BRANDYN SCOTTO

[*Additional Counsel on Next Page*]

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,

vs.

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

Defendants.

Case No. 30-2023-01351136-CU-OE-CXC
Related Case No. 30-2024-01396787-CU-OE-CXC

[~~PROPOSED~~] AMENDED ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND CONTINUE MOTION FOR FINAL APPROVAL

Dept.: CX102
Judge: Layne H. Melzer

Date: June 25, 2026
Time: 2:00pm

LAWYERS FOR JUSTICE, PC
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Attorneys for Plaintiff ANGEL RODRIGUEZ

This matter having come before the Honorable Layne H. Melzer of the Superior Court of the State of California, in and for the County of Orange, with Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Joanna Ghosh, Esq., Vartan Madoyan, Esq., and Scarlet Tunney, Esq. of Lawyers for Justice, PC, as counsel for Plaintiff BRANDYN SCOTTO, Kane Moon, Esq. of Moon Law Group, PC as counsel for Plaintiff ANGEL RODRIGUEZ, and Jonathan P. Cothran, Esq. of Bremer Whyte Brown & O'Meara LLP, appearing for Defendant COVI CONCRETE CONSTRUCTION, INC. ("Defendant"). The Court having carefully considered the briefs, argument of counsel, the supplemental submissions, and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims, as Amended by the Parties in their Second Addendum, a true and correct copy of the Agreement is attached to the Stipulation for Leave to Amend Preliminary Approval Order and to Approve Second Addendum to Settlement Agreement Declaration of Jennifer M. Gerstenzang, Esq. as Exhibit "1" ("Settlement Agreement" or "Agreement"). This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is One Million, Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to the entire Class, when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional

costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Settlement Class are fair, adequate, and reasonable, when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Agreement specifies an award of Attorneys' Fee and Costs not to exceed one-third of the Gross Settlement Amount currently estimated to be Four Hundred Thousand Dollars and Zero Cents ($400,000.00) ***and*** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), and a proposed Service Awards to the Class Representatives, Brandyn Scotto and Angel Rodriguez, in an amount not to exceed $10,000.00 each ($20,000.00 total). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Service Awards until the Final Approval Hearing.

6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

> "All current and former hourly-paid or non-exempt employees who worked for Covi Concrete Construction, Inc. within the State of California at any time between September 26, 2019, to November 20, 2024."

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the

Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative will fairly and adequately protect the interests of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the representative of the Class Members.

8. For settlement purposes only, the Court provisionally appoints Plaintiffs Brandyn Scotto and Angel Rodriguez as the representatives of the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, A.P.C., Shani Zakay, Esq., of the Zakay Law Group, APLC, Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq., Vartan Madoyan, Esq., of Lawyers for Justice, PC, and Kane Moon, Esq. of Moon Law Group, PC as Class Counsel for the Class.

10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of Class Action Settlement and Final Hearing Date ("Class Notice") attached to the Settlement Agreement as Exhibit "A". The Court finds the Notice appears to fully and accurately inform the Class and Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class member to be excluded from the Settlement Class by submitting a written request for exclusion, and of each Class member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice, substantially in the manner and form set forth in the Agreement and this Order, meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. No later than ten (10) business days after the Amended Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The 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. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

12. The Settlement provides for a payment plan to be paid in fifteen separate monthly installments as follows: **Payments One through Six**: Defendant shall pay Fifty Thousand Dollars ($50,000.00) per month for six (6) consecutive months, with the first payment due on May 1, 2026, and subsequent payments due on the first day of each month thereafter (June 1, 2026, through October 1, 2026). **Payments Seven through Fifteen:** Defendant shall pay One Hundred Thousand Dollars ($100,000.00) per month for nine (9) consecutive months, with payments due on the first day of each month commencing November 1, 2026, and continuing through July 1, 2027. Defendant is required to pay any employer's share of payroll taxes as mandated by law at the time the last (fifteenth) installment is funded.

13. The Settlement provides for a PAGA Payment of Sixty Thousand Dollars and Zero Cents ($60,000.00) to be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act. Seventy-five percent (75%) of the PAGA Payment, totaling Forty-Five Thousand Dollars ($45,000.00), shall be paid to the California Labor and Workforce Development Agency ("LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment, totaling Fifteen Thousand Dollars ($15,000.00), shall be distributed to the Aggrieved Employees as their pro-rata share based on their respective PAGA Payment Ratios as defined in the Settlement Agreement.

14. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be

postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members or, in the case of a re-mailed Class Notice, not more than thirty (30) calendar days after the original Response Deadline. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement. The Court shall have final say over the validity and authenticity of any Requests for Exclusion submitted by Class Members.

15. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will

have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

16. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Award and Service Awards shall be held before this Court on **December 10, 2026, at 2:00 PM** in Department CX-102 of the Orange County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service Awards, and the Settlement Administration Costs. 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 Payment, and the Settlement Administration Costs.

17. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Defendant,

including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

18. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

19. Pending final determination of whether the Settlement should be approved, the Class Representative and all members of the Class are barred and enjoined from filing, commencing, prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution of any lawsuit, action, arbitration, administrative or regulatory proceeding, or any other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Class Representatives' Released Claims or the Class's Released Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

20. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to the Class. The Court retains continuing jurisdiction to consider all further applications arising out of or connected with the proposed Settlement, pursuant to CCP § 664.6 and CRC 3.769(h).

IT IS SO ORDERED.

DATED: May 11, 2026

Hon. Layne H. Melzer,

JUDGE OF THE SUPERIOR COURT

EXHIBIT C

Jennifer Heming

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Monday, June 9, 2025 4:54 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

06/09/2025 04:53:10 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7Cfbc9bdcf2faf464ec3f508dda7b0fa01%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638851100773318405%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=BpkjH2aOgAqMo2XlUwNc9orM8TCMqFYkJpV7ce03qD8%3D&reserved=0

EXHIBIT D

EXHIBIT E

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, *magma cum laude,* April 2011
Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.
Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA
Bachelor of Science, Business Administration, Management, *cum laude*, May 2008
Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019
Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.
Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

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3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA
Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

/ / /

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude,* April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

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State of North Carolina (all courts)

/ / /

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC
Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA
Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA
Juris Doctor, April 2021

University of California San Diego, La Jolla, CA
Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

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State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, April 2024

San Diego State University, San Diego, CA
Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA
Summer of 2024
Volunteer

/ / /

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. **Arakilians v. Trophy Universal City Group**

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. **Cortez Oceguera v. M & M Automotive**

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. **Carbajal v. Keys Motors, Inc.**

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. **Gregory v. Verio Healthcare, Inc**

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. **Putman v. Winco Holdings, Inc.**

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. **Williamson v. Stan Hotel**

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. **Hernandez v. USGI, Inc.**

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. **De Jesus v. UniCare**

Court	San Diego

Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled

16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda

Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin

Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105.Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled

120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation

135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142.Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145.Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled

EXHIBIT F

Activities Export

11/05/2026
1:18 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
01/19/2024	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$17.71	-	$17.71
06/28/2024	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$15.39	-	$15.39
08/19/2024	$	Ortman Mediation - Mediation Fees Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$5,000.00	-	$5,000.00
09/17/2024	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$15.39	-	$15.39
09/17/2024	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$22.91	-	$22.91
10/18/2024	$	Orange SC ROA Fee Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$7.50	-	$7.50
12/06/2024	$	Berger Consulting □ Expert Costs Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$1,836.00	-	$1,836.00
12/30/2024	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Shani Zakay	1.00	$17.50	-	$17.50
								$0.00 0.00h	**$7,729.74** 0.00h

Activities Export

11/05/2026
1:18 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Covi Construction, Inc.						
03/19/2025	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$41.51	-	$41.51
03/28/2025	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$19.82	-	$19.82
06/10/2025	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$19.82	-	$19.82
06/27/2025	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$17.50	-	$17.50
09/24/2025	$	Orange County Civil Docs Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$7.50	-	$7.50
09/25/2025	$	One Legal Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$19.82	-	$19.82
11/03/2025	$	One Legal - Order No. 26394528 Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00	$19.82	-	$19.82
								$0.00 0.00h	**$7,729.74** 0.00h

Activities Export

11/05/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
01/01/2026	$	Legal Research Fee - EveLegal Invoice No. 9992, 10397, Sept. & 106029177 Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Admin Zakay	1.00	$188.00	-	$188.00
02/11/2026	$	One Legal □ Order No. 27270064 Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Admin Zakay	1.00	$42.64	-	$42.64
04/06/2026	$	One Legal □ Order No. 277890159 Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Admin Zakay	1.00	$20.91	-	$20.91
11/05/2026	$	Anticipated Filing & Post Judgment MFA/MFF Costs Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Admin Zakay	1.00	$400.00	-	$400.00
								$0.00 0.00h	**$7,729.74** 0.00h

EXHIBIT G

Activities Export

11/18/2026
12:54 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
12/15/2023		Review file from co-counsel. Reiew docket and filed documents. Research claims and defendant. Discussion with team regarding referral and representation. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	2.50h	$575.00	-	$1,437.50
01/03/2024		Review CFA. Review file. Set up new file in Clio. Calendar relevant dates. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$650.00	-	$650.00
01/18/2024		Work on Joint CMS Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$650.00	-	$650.00
01/19/2024		Work on joint reoprt Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
01/31/2024		Review order and calendar dates Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.20h	$650.00	-	$130.00
02/15/2024		M&C regarding mediation and mediators. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$650.00	-	$650.00
03/14/2024		Internal emails Unbilled	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Covi Construction, Inc.						
04/13/2024		Review order and calendar dates Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.20h	$650.00	-	$130.00
05/01/2024		Work on stipulation to stay and informal discovery for mediation. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.70h	$650.00	-	$1,105.00
05/09/2024		More work on stipulation to stay Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.20h	$650.00	-	$130.00
05/29/2024		Emails with co-counsel regarding mediation and related case Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.20h	$650.00	-	$130.00
06/12/2024		Emails with OC and counsel in related case regarding global mediation and JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.40h	$650.00	-	$260.00
06/12/2024		Review docket and documents from the related case. Discuss with team. Work on JPA. M&C with counsel in related case regarding the same. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	2.50h	$650.00	-	$1,625.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
06/17/2024		Review mediation confirmation documents. Calendar dates. Process payment. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$650.00	-	$650.00
06/24/2024		Review and revise joint report Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.30h	$650.00	-	$195.00
07/02/2024		Review order and email to staff Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.20h	$650.00	-	$130.00
07/11/2024		Emails with OC to M&C on informal and formal discovery for mediation. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.60h	$650.00	-	$390.00
07/23/2024		Follow up with counsel in related case on call and mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.10h	$650.00	-	$65.00
07/26/2024		Emails to schedule a call with counsel in related case Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.10h	$650.00	-	$65.00
07/30/2024		Emails with counsel in related case to schedule call Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.10h	$650.00	-	$65.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
08/01/2024		Call with counsel in related case Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
08/05/2024		Emails with counsel in related case regarding mediation and JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
08/21/2024		Emails regarding status of payment for mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.10h	$650.00	-	$65.00
08/28/2024		Emails regarding JPA and related case and schedule call to discuss. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.20h	$650.00	-	$130.00
09/05/2024		Emails with co-counsel and counsel in related matter to discuss working together and potential JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.30h	$650.00	-	$195.00
09/11/2024		Work on JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
09/12/2024		Work on JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.20h	$650.00	-	$130.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
09/18/2024		Initial review of data produced and emails with team regarding the same. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	2.00h	$650.00	-	$1,300.00
09/19/2024		Work on JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
09/20/2024		More work on JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
09/25/2024		Follow up on JPA. Review demographics and mediation information and share with co-counsel. Emails with team and expert regarding assumptions. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
09/30/2024		Work on JPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
10/07/2024		Review file and update assumptions for mediation; e-mails to expert re same Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jackland Hom	0.40h	$475.00	-	$190.00
10/08/2024		Emails w/ OC re mediation production	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Jackland Hom	0.30h	$475.00	-	$142.50
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Covi Construction, Inc.						
10/08/2024		Call w/ OC re mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jackland Hom	0.50h	$475.00	-	$237.50
10/08/2024		Review mediation data in preparation for call w/ OC Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jackland Hom	1.00h	$475.00	-	$475.00
10/08/2024		Internal emails re call w/ OC Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jackland Hom	0.60h	$475.00	-	$285.00
10/08/2024		Emails w/ expert re mediation data Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jackland Hom	0.30h	$475.00	-	$142.50
10/08/2024		Review data and emails with co-counsel regarding various issues related to mediation. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
10/08/2024		Emails with team regarding scope of mediation and necessary work Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.30h	$650.00	-	$195.00
11/11/2024		Review file and begin drafting mediation brief	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Jaclyn Joyce	2.30h	$600.00	-	$1,380.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Covi Construction, Inc.						
11/12/2024		Confer with co-counsel re claims to be asserted at mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	0.30h	$600.00	-	$180.00
11/12/2024		Telephone call with client re mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	0.80h	$600.00	-	$480.00
11/12/2024		Confer with JHK re claims to be asserted at mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	0.20h	$600.00	-	$120.00
11/12/2024		Further draft mediation brief Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	1.80h	$600.00	-	$1,080.00
11/13/2024		Work on mediation brief. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	2.50h	$650.00	-	$1,625.00
11/13/2024		Revise mediation brief and finalize in preparation for submitting to mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	2.60h	$600.00	-	$1,560.00
11/13/2024		Confer with expert re damages Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction,	Brandyn Scotto	Jaclyn Joyce	0.20h	$600.00	-	$120.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Inc.						
11/13/2024		Further confer with expert re various claims Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	0.30h	$600.00	-	$180.00
11/19/2024		Work on MOU for mediation. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.30h	$650.00	-	$195.00
11/20/2024		Prepare for and attend mediation. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	10.00h	$650.00	-	$6,500.00
11/20/2024		Work on MOU Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.30h	$650.00	-	$195.00
11/20/2024		Confer with OC re MOU Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	0.30h	$600.00	-	$180.00
11/20/2024		Prepare for and attend mediation Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	10.00h	$600.00	-	$6,000.00
11/21/2024		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
11/22/2024		Work on MOU Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
12/27/2024		Work on CMS Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$650.00	-	$325.00
01/14/2025		drafted stipulation and order to continue the hearing the MFA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.20h	$700.00	-	$840.00
01/21/2025		emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
01/23/2025		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
01/23/2025		emails with admin Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
01/26/2025		drafted SAR Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	4.50h	$700.00	-	$3,150.00
01/30/2025		Work on FAC and stipulation for leave to file	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Shani Zakay	2.00h	$800.00	-	$1,600.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		FAC Unbilled	Covi Construction, Inc.						
01/30/2025		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
01/30/2025		Work on the SAR Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	3.50h	$800.00	-	$2,800.00
02/03/2025		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.10h	$700.00	-	$70.00
02/04/2025		emails to co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.40h	$700.00	-	$280.00
02/04/2025		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.40h	$700.00	-	$280.00
02/07/2025		reviewed court's notice of reassignment Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
02/07/2025		internal emails. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
02/10/2025		emails with co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
02/11/2025		edited SAR Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.00h	$700.00	-	$700.00
02/11/2025		More work on SAR. More work on stipulation and amended complaint. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$800.00	-	$800.00
02/14/2025		drafted first amended complaint and stipulation to amend. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.20h	$700.00	-	$840.00
02/19/2025		More work on stipulation and amended complaint. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$800.00	-	$400.00
02/24/2025		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
02/24/2025		emails with OC Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
02/27/2025		More work on stipulation	68401-Scotto	Brandyn	Shani	0.50h	$800.00	-	$400.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		and amended complaint. Unbilled	Brandyn Scotto v. Covi Construction, Inc.	Scotto	Zakay				
02/27/2025		Review case materials; internal conversation with staff and associates to learn case history and facts; review client call notes; prepare for case handling Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Eden Zakay	3.30h	$475.00	-	$1,567.50
03/03/2025		internal emails. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
03/04/2025		reviewed court's notice of continuance Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.10h	$700.00	-	$70.00
03/10/2025		Work on SAR Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$800.00	-	$800.00
03/10/2025		reviewed OC's redlines to SAR. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.30h	$700.00	-	$910.00
03/14/2025		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
03/17/2025		emails with co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.30h	$700.00	-	$910.00
03/17/2025		More work on SAR Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$800.00	-	$800.00
03/24/2025		emails with counsel and finalized SAR Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.80h	$700.00	-	$560.00
03/26/2025		emails with OC and co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
04/04/2025		emails with co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
04/10/2025		worked on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	2.00h	$700.00	-	$1,400.00
04/14/2025		drafted MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	6.00h	$700.00	-	$4,200.00
04/14/2025		Work on MPA Unbilled	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Shani Zakay	3.00h	$800.00	-	$2,400.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

11/18/2026
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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Covi Construction, Inc.						
04/28/2025		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
05/09/2025		internal emails. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
05/09/2025		More work on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$800.00	-	$400.00
05/14/2025		Review and revise supporting documents to MPA; confer with JG re changes to be made. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	0.60h	$750.00	-	$450.00
05/14/2025		worked on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.00h	$700.00	-	$700.00
05/16/2025		Review and revise MPA; confer with JG re changes to be made. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	1.90h	$750.00	-	$1,425.00
05/16/2025		emails with admin re: declaration for MPA	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Covi Construction, Inc.						
05/19/2025		More work on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$800.00	-	$400.00
05/29/2025		emails with opposing counsel re MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.00h	$700.00	-	$700.00
06/01/2025		More work on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$800.00	-	$400.00
06/05/2025		worked on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	2.00h	$700.00	-	$1,400.00
06/05/2025		continued working on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.50h	$700.00	-	$1,050.00
06/06/2025		More work on MPA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.00h	$800.00	-	$800.00
06/09/2025		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
06/24/2025		Work on joint report Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.30h	$800.00	-	$240.00
07/09/2025		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
08/14/2025		drafted update to client Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
08/20/2025		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
09/11/2025		reviewed court's tentative Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
09/11/2025		t/c with OC re: responding to the Court's request in the tentative. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
09/11/2025		Review order and discuss necessary work with team Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	0.50h	$800.00	-	$400.00
09/16/2025		emails with co-counsel	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Covi Construction, Inc.						
09/19/2025		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
09/21/2025		Review Court's tentative regarding preliminary approval; draft revisions to Proposed Order and addendum to SAR in order to address Court's concerns Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Eden Zakay	4.80h	$475.00	-	$2,280.00
09/21/2025		Continue drafting revisions in line with Court's tentative to Proposed Order and addendum to SAR in order to address Court's concerns Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Eden Zakay	2.70h	$475.00	-	$1,282.50
09/21/2025		Correspondence with Apex (TPA) to explain changes requested by Court's tentative; request Apex to honor original bid; request revised declaration Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Eden Zakay	1.10h	$475.00	-	$522.50
09/21/2025		Email with co-counsel Moon Law Group to request declaration in	68401-Scotto Brandyn Scotto v. Covi Construction,	Brandyn Scotto	Eden Zakay	0.40h	$475.00	-	$190.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		support; review co-counsel's declaration Unbilled	Inc.						
09/21/2025		Review and revise associate attorney's personal guarantee agreement covering the GSA; amended proposed order for preliminary approval; second addendum to settlement agreement and stipulation to amend the preliminary approval order Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Eden Zakay	4.20h	$475.00	-	$1,995.00
09/22/2025		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
09/23/2025		drafted addendum to the SAR Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.00h	$700.00	-	$700.00
09/23/2025		Work on addendum and supplemental docs Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	1.50h	$800.00	-	$1,200.00
09/25/2025		Confer with EZ re additional information needed; draft supplemental declaration.	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jaclyn Joyce	1.20h	$750.00	-	$900.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled							
11/05/2025		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
11/05/2025		emails with OC Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
11/12/2025		t/c with OC Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.70h	$700.00	-	$490.00
11/12/2025		email to co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
12/02/2025		internal email.s Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
12/03/2025		emails with cocounsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
12/04/2025		t/c with oc and co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.20h	$700.00	-	$840.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
12/08/2025		emails with co-counsel Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
12/12/2025		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
12/19/2025		emails with co-counsel. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.40h	$700.00	-	$280.00
01/12/2026		t/c with client to provide case update Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
01/12/2026		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
01/28/2026		drafted second addendum to SAR, stip to amend preliminary approval, amended proposed order, and other documents or settlement. Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	3.50h	$700.00	-	$2,450.00
02/02/2026		emails re: amendments Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

Activities Export

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
02/05/2026		emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
02/23/2026		case meeting Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.30h	$700.00	-	$210.00
02/23/2026		t/c with OC Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.20h	$700.00	-	$140.00
03/02/2026		t/c with client Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
03/17/2026		internal emails and finalized amendment documents for filing Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.20h	$700.00	-	$840.00
03/24/2026		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
03/26/2026		updated stipulation and amended proposed order and sent to counsel for review Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.20h	$700.00	-	$840.00
						152.70h		**$0.00**	**$101,252.50**
								0.00h	152.70h

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
05/01/2026		internal emails Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
05/21/2026		reviewed class notice draft from administrator Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
06/12/2026		reviewed status reports from admin Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.10h	$700.00	-	$70.00
06/26/2026		reviewed status reports from admin Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.10h	$700.00	-	$70.00
07/06/2026		emailed update to client Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	0.50h	$700.00	-	$350.00
08/21/2026		email to client Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Jennifer Gerstenzang	1.50h	$700.00	-	$1,050.00
11/03/2026		Work on MFA Unbilled	68401-Scotto Brandyn Scotto v. Covi Construction, Inc.	Brandyn Scotto	Shani Zakay	5.00h	$800.00	-	$4,000.00
11/12/2026		Revised MFA Unbilled	68401-Scotto Brandyn Scotto v.	Brandyn Scotto	Shani Zakay	2.00h	$800.00	-	$1,600.00
						152.70h		**$0.00** 0.00h	**$101,252.50** 152.70h

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Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Covi Construction, Inc.						
						152.70h		**$0.00**	**$101,252.50**
								0.00h	152.70h