

AMENDMENT TO STIPULATION OF SETTLEMENT

This Amendment to Stipulation of Settlement is entered into between Plaintiff Jose Carranza Rodriguez (“Plaintiff”) and Defendant Ekedal Concrete, Inc. (“Defendant”) (collectively, the “Parties”) pursuant to Section 13 of the Stipulation of Settlement (“Original Agreement”) entered into between the Parties on or about December 1, 2025.

A. Section 2.A of the Original Agreement is hereby amended to state as follows:

“Release by Settlement Class Members and Plaintiff. Upon the Effective Date (as defined below) and the complete funding of the Gross Settlement Amount (defined below), Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its present and former officers, directors, owners, employees, shareholders, parent companies, subsidiaries, predecessors, and successors (collectively the “Released Parties”), as follows: Settlement Class members, who do not opt out, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns release and discharge Released Parties from all claims alleged or which reasonably could have been alleged based on the facts in the FAC, including: (a) failure to pay minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to reimburse for all necessary business expenditures; (f) failure to furnish accurate and itemized wage statements; (g) failure to pay all wages owed upon separation of employment; (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC. The period of the Class Released Claims shall extend to the limits of the Class Period.”

B. Section 2.B of the Original Agreement is hereby amended to state as follows:

“Release of PAGA Claims. In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from September 6, 2023 through August 4, 2025 (the “PAGA Period”) are “Aggrieved Employees” and shall release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns the Released Parties from all claims for civil penalties under PAGA arising during the PAGA

Period as alleged, or reasonably could have been alleged based on the facts, in Plaintiff's September 6, 2024 Notification Letter to the Labor and Workforce Development Agency ("LWDA") ("PAGA Notice") and the FAC ("the PAGA Released Claims").

C. Section 3.E of the Original Agreement is hereby amended to state as follows:

"Escalator Clause. Defendant represents that there were an estimated 16,208 total workweeks worked by the Settlement Class members during the Class Period. If the number of workweeks worked during the Class Period exceeds this figure by more than 10% (i.e., if there are 17,829 or more total workweeks), Defendant shall increase the Gross Settlement Amount by the percentage in excess of 10% (i.e., if there was a 12% increase in the number of total workweeks, Defendant shall increase the Gross Settlement Amount by 2%)."

In all other respects, the provisions of the Original Agreement entered into between the Parties on or about December 1, 2025 remain in full force and effect.

IT IS SO AGREED:

Dated: 09/26/2026 Jose Carranza Rodriguez
Plaintiff Jose Carranza Rodriguez

Dated: _____
Defendant Ekedal Concrete, Inc.
By: _____
Its: _____

AGREED AS TO FORM:

HAINES LAW GROUP, APC
Dated: 09/28/2026 By: Sean Blakely
Paul Haines
Sean Blakely
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated: _____
By: _____
James P. Carter
Lauren B. Shelby
Attorneys for Defendant

Period as alleged, or reasonably could have been alleged based on the facts, in Plaintiff's September 6, 2024 Notification Letter to the Labor and Workforce Development Agency ("LWDA") ("PAGA Notice") and the FAC ("the PAGA Released Claims").

C. Section 3.E of the Original Agreement is hereby amended to state as follows:

"Escalator Clause. Defendant represents that there were an estimated 16,208 total workweeks worked by the Settlement Class members during the Class Period. If the number of workweeks worked during the Class Period exceeds this figure by more than 10% (i.e., if there are 17,829 or more total workweeks), Defendant shall increase the Gross Settlement Amount by the percentage in excess of 10% (i.e., if there was a 12% increase in the number of total workweeks, Defendant shall increase the Gross Settlement Amount by 2%)."

In all other respects, the provisions of the Original Agreement entered into between the Parties on or about December 1, 2025 remain in full force and effect.

IT IS SO AGREED:

Dated:

Plaintiff Jose Carranza Rodriguez

Dated: 9/24/2026



Defendant Ekedal Concrete, Inc.

By: **Ryan Ekedal**
Its:

AGREED AS TO FORM:

HAINES LAW GROUP, APC

Dated:

By: _____
Paul Haines
Sean Blakely
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated:


By: Lauren Shelby (Sep 28, 2026 10:18:32 PDT)
James P. Carter
Lauren B. Shelby
Attorneys for Defendant

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