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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JOSE CARRANZA RODRIGUEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

EKEDAL CONCRETE, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2024-01423908-CU-OE-CXC

*[Assigned for all purposes to the Hon.
David A. Hoffer, Dept. CX103]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 4, 2026
Time: 1:30 p.m.
Dept.: CX103

Reservation Number: 74775986

Complaint Filed: September 6, 2024
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Jose Carranza Rodriguez (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to
5 practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50)
27 active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-
26 CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable
27 William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage
28 statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*,

Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in this case since its inception, and I believe that the proposed Settlement is an excellent result for the Settlement Class.

8. Founded more than 40 years ago, Defendant Ekedal Concrete, Inc. (“Ekedal”) is a family-owned, multi-generational concrete contractor based in Orange County that specializes in complex high-end residential projects.

9. On September 6, 2024, Plaintiff, through my office, filed this class action asserting causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for all necessary business expenditures; (6) wage statement penalties; (7) waiting time penalties; and (8) unfair competition in violation of California Business & Professions Code § 17200 *et seq.* That same day, Plaintiff served his LWDA letter to Ekedal and the LWDA. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff’s September 6, 2024 LWDA Letter. Subsequently, on November 12, 2024, Plaintiff filed his First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the PAGA.

10. In connection with mediation, the Parties engaged in extensive informal discovery. Ekedal provided my office with timekeeping and payroll records for approximately 10% of the non-exempt employees during the Class Period. Ekedal also provided a number of relevant data points, including the total number of putative class members (as well as the size of the putative

waiting time and wage statement classes), the putative class members' average hourly rate of pay, the number of aggregate workweeks worked by putative class members during the Class Period, the size of the putative PAGA group, and the number of aggregate pay periods worked during the PAGA/wage statement period. Ekedal also provided its relevant written policies and employee handbooks used during the Class Period. Plaintiff conducted a comprehensive analysis and extrapolation of the data produced by Ekedal to calculate Ekedal's potential classwide exposure for each of Plaintiff's claims. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Ekedal's potential defenses.

11. On June 5, 2025, the Parties participated in a full-day mediation with Steven G. Mehta, Esq., a well-respected wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. At the conclusion of mediation, Mr. Mehta issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by both sides. During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Stipulation of Settlement now before the court. A true and correct copy of the Stipulation of Settlement is attached hereto as **Exhibit A**. The proposed Class Notice, Notice of Estimated Settlement Award, Request for Exclusion Form, and Objection Form are attached to the Settlement as **Exhibits 1-4**, respectively, to the Settlement Agreement.

12. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount:	\$525,000.00
• Minus Court-approved attorneys' fees:	\$175,000.00
• Minus Court-approved verified costs (up to):	\$25,000.00
• Minus Court-approved Enhancement Payments:	\$5,000.00
• Minus amount set aside as PAGA penalties:	\$20,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$7,000.00</u>
Net Settlement Amount:	\$293,000.00
• Plus 25% "PAGA Amount" to Settlement Class:	\$7,000.00
Total Amount Paid to Settlement Class members:	\$300,000.00

13. According to Ekedal, there are approximately 285 Settlement Class members. Therefore, the average Settlement Award from the Net Settlement Amount is projected to be

1 approximately \$1,028.08. There are also approximately 141 Aggrieved Employees employed
2 during the PAGA Period who will each receive an average of approximately \$49.64 from the
3 PAGA Amount.

4 14. Plaintiff contends that Ekedal utilized a timekeeping system that systematically
5 underpaid wages to Settlement Class members. Specifically, Plaintiff contends that throughout
6 the Class Period, Plaintiff and other non-exempt employees did not clock in or out for their shifts,
7 as employees were compensated based on their scheduled shift, rather than the actual hours they
8 worked, resulting in an underpayment of wages to Settlement Class members. Plaintiff also
9 contends that he and other non-exempt employees were required to report to Ekedal's yard or
10 other job sites before the start of their scheduled shifts to prepare the job site and load up work
11 trucks with various materials, but Ekedal did not pay them for this off-the-clock time. Based on
12 Plaintiff's analysis of Ekedal's timekeeping and payroll data, Plaintiff estimates that Settlement
13 Class members were underpaid by approximately 15 minutes per shift, or 20,260 hours during
14 the Class Period. Because employees generally worked shifts of at least 8.0 hours, Plaintiff
15 contends that these unpaid wages should be paid at an overtime rate of pay. Based on an average
16 overtime rate of \$37.67, Plaintiff calculated Ekedal's maximum exposure on this claim at
17 approximately \$763,194 (15 unpaid minutes per shift * \$37.67 average overtime rate of pay *
18 81,040 shifts). Ekedal counters that its timekeeping policies/practices complied with California
19 law and that it has always properly compensated Settlement Class members for all hours worked
20 throughout the Class Period. Ekedal argues that employees were required to accurately record
21 their hours worked through written time sheets, and that Ekedal paid putative class members for
22 all hours recorded. Ekedal further contends that no off-the-clock work was actually being
23 performed prior to the scheduled start or end of shifts. Finally, Ekedal asserts that Plaintiff would
24 be unable to certify this claim since its timekeeping policies/practices are facially neutral and
25 individualized inquiries would be necessary as to whether employees were in fact underpaid for
26 each workday in question (including whether they were actually working when they were clocked
27 in), resulting in an unmanageable series of mini-trials. In light of Ekedal's arguments and
28 defenses, Plaintiff discounted the maximum recovery on this claim by 55% to account for the risk

1 of non-certification and an additional 60% to account for being unsuccessful on the merits or
2 failure to recover the full amount sought, for a projected total of approximately \$137,375.

3 15. Plaintiff alleges Ekedal failed to provide legally compliant first meal periods such
4 that first meal periods were regularly late and/or less than 30-minutes. Plaintiff alleges that Ekedal
5 required employees to input a meal period from 12:00 p.m. – 12:30 p.m. into their time sheets for
6 each shift during the Class Period, whether or not a compliant first meal period was provided.
7 Plaintiff estimated that he and other non-exempt employees were provided with non-compliant
8 first meal periods on approximately 50% of all shifts over 6.0 hours during the Class Period.
9 Therefore, Plaintiff calculated Ekedal's maximum exposure for meal period violations at
10 approximately \$1,017,457 (40,520 non-compliant first meal periods * \$25.11 average meal period
11 premium). Ekedal counters that it always maintained compliant written meal period
12 policies/practices throughout the Class Period and provided compliant meal periods in line with
13 those policies. Ekedal further argues that it provided employees the opportunity to take meal
14 periods and is not required to *ensure* they are taken. Thus, Ekedal argues that any missed, late or
15 short meal periods resulted from lawful employee waiver or choice rather than any policy and/or
16 practice of Ekedal. Finally, Ekedal argues that these claims are not suited for class treatment, as
17 individual inquiries would be needed to assess which employees took non-compliant meal periods
18 or missed meal periods, how many meal periods were non-compliant or missed, whether there
19 was a valid waiver, and the reasons why a particular employee did not take a compliant meal
20 period on a particular shift. In light of these defenses and arguments, Plaintiff discounted Ekedal's
21 maximum exposure by 60% for the risk of non-certification, and an additional 65% to account
22 for Ekedal's defenses on the merits or failing to recover the full amount sought, to arrive at an
23 estimated total of approximately \$142,444.

24 16. Plaintiff alleges that Ekedal's policies/practices failed to provide for legally
25 compliant off-duty rest periods. Specifically, Plaintiff alleges that Plaintiff and other non-exempt
26 employees were not authorized and permitted to take all legally compliant rest periods, due to the
27 work demands imposed upon them by Ekedal and the nature of its operations. Plaintiff reports
28 that supervisors regularly forced employees to work through their rest periods when employees

1 were pouring cement or when cement was delivered to the job sites. Plaintiff estimates that
2 employees were not authorized and permitted to take all legally compliant rest periods on
3 approximately 50% of all shifts during the Class Period. As such, Plaintiff calculated Ekedal's
4 maximum exposure for rest period violations at \$1,017,457 (40,520 shifts * \$25.11 average rest
5 period premium). Ekedal counters that it maintained and enforced lawful rest period
6 policies/practices throughout the Class Period, and has, in fact, authorized and permitted all
7 required rest periods to Settlement Class members. Furthermore, Ekedal argues that Plaintiff's
8 rest period claim is not amenable to class treatment, since individual inquiries would be required
9 to determine which employees failed to take rest periods, how many rest periods they failed to
10 take, and the reasons why each employee failed to take rest period(s) on a particular shift. These
11 manageability concerns are especially pertinent with respect to rest period claims, Ekedal argues,
12 given that rest periods are not recorded. Given these defenses, Plaintiff discounted this maximum
13 amount by 70% for risk of non-certification, and an additional 65% for the risk of being
14 unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated
15 realistic exposure of approximately \$106,833.

16 17. Plaintiff alleges that he and other employees were required to purchase tools such
17 as hammers, saw, drills, and levelers, but was not reimbursed for these necessary business
18 expenses in violation of California Labor Code §§ 2802 and 2804. Plaintiff estimates Ekedal's
19 maximum liability for its failure to reimburse employees for usage of their personal tools at
20 approximately \$93,575 (3,743 aggregate months in Class Period * \$25.00 per month in
21 expenditures). In response, Ekedal argues that employees were not required to use their personal
22 tools in the performance of their job duties and that Ekedal provided its employees with all tools
23 needed to perform their duties. Ekedal further contends that this claim would require individual
24 inquiries into whether Class Members actually used their personal tools for work purposes, how
25 much expense they incurred, whether they submitted a request for reimbursement, and the
26 reasonableness of that expense, thus precluding class certification. Based on these defenses,
27 Plaintiff discounted the estimated maximum amount by 50% for risk of non-certification and
28 potential inability to proceed on a classwide basis due to the arbitration agreements, and by an

1 additional 50% to account for risk of losing on the merits or failure to recover the maximal amount
2 sought, to arrive at an estimated exposure of approximately \$23,394.

3 18. As a result of the unpaid wages and unpaid meal and rest period premium wages
4 described above, Plaintiff alleges that Ekedal is liable for wage statement penalties pursuant to
5 Labor Code § 226. Those penalties are calculated as \$50 for each “initial” violation and \$100 for
6 each “subsequent” violation, with a maximum of \$4,000 per employee. Plaintiff’s analysis
7 reflected that there were approximately 141 unique employees and approximately 6,630 pay
8 periods worked during the liability period applicable to Plaintiff’s wage statement claim. Plaintiff,
9 therefore, assumed the maximum \$4,000 penalty for each employee and calculated Ekedal’s
10 maximum potential wage statement exposure at approximately \$564,000 (141 employees *
11 \$4,000 maximum penalty). Ekedal argues any alleged wage statement violations were not
12 “knowing and intentional,” and Plaintiff cannot show that he or other employees “suffer[ed]
13 injury” due to the alleged wage statement violations, as required by Labor Code § 226(e) for the
14 imposition of penalties. Further, Ekedal contends its wage statements always accurately reflected
15 hours worked and amounts paid as well as all other required information, precluding liability for
16 wage statement penalties. Moreover, because the wage statement claim is derivative of Plaintiff’s
17 underlying wage claims, Plaintiff would need to overcome Ekedal’s defenses, both as to class
18 certification and on the merits, as to his underlying claims. In light of these defenses, Plaintiff
19 discounted the maximum exposure by 60% for risk of non-certification, and by an additional 65%
20 for risk of being unsuccessful on the merits, for an estimated realistic exposure of approximately
21 \$78,960.

22 19. As a further result of the unpaid wages and unpaid meal and rest period premium
23 wages described above, Plaintiff alleges that Ekedal failed to comply with its final pay obligations
24 set forth in Labor Code §§ 201-203. Ekedal’s records show approximately 128 Settlement Class
25 members who are eligible for waiting time penalties. Based on an hourly rate of \$25.11, Plaintiff
26 estimated the average waiting time penalty per former employee to be approximately \$6,026
27 (\$25.11 * 8 hours per day * 30 days). Therefore, Plaintiff calculated Ekedal’s maximum exposure
28 for potential waiting time penalties to be approximately \$771,328 (128 former employees *

1 \$6,026 average penalty). Ekedal argues that it possesses strong, good-faith defenses to Plaintiff's
2 underlying claims, thus precluding recovery of waiting time penalties, which are only available
3 for the "willful" failure to pay wages. Ekedal further asserts that Plaintiff's waiting time penalty
4 exposure was grossly inflated as not every former employee experienced the alleged Labor Code
5 violations. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage
6 claims, Plaintiff would need to overcome Ekedal's defenses, both as to class certification and on
7 the merits, as to his underlying claims. To account for Ekedal's defenses, Plaintiff discounted the
8 maximum exposure by 65% for the risk of non-certification and an additional 75% for the risk of
9 losing on the merits and/or not receiving the maximum penalties sought, to arrive at an estimated
10 exposure of approximately \$67,491.

11 20. As a result of the foregoing Labor Code violations, Plaintiff alleges that Ekedal is
12 liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA exposure
13 of approximately \$663,000 (6,630 pay periods * \$100 "initial" penalty). Since Plaintiff's PAGA
14 claim is derivative of Plaintiff's underlying wage claims, Ekedal asserts the PAGA claim would
15 fail with those claims. Ekedal further maintains that, given its good-faith defenses, this Court
16 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Ekedal
17 liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum figure by 75%
18 for the risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay
19 period, and an additional 85% to account for the possibility of this Court reducing penalties, to
20 arrive at an estimated exposure of approximately \$24,862.

21 21. Using these estimated figures for each of the claims described above, Plaintiff
22 predicted that the potential realistic recovery for the Settlement Class would be approximately
23 \$581,359. The proposed Settlement of \$525,000.00 represents approximately 90.3% of the
24 reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate since
25 the Settlement will provide significant monetary relief to the Settlement Class, which is consistent
26 with what Plaintiff's counsel believes could have been recovered had the case proceeded through
27 trial.

28 22. Although the Parties engaged in significant informal discovery prior to mediation,

1 the parties still had significant formal discovery to complete had the matter not been settled. This
2 would have required the expenditure of substantial time and resources by both Parties that would
3 have very likely spanned several years. Even if Plaintiff was to certify the proposed classes, the
4 Parties would incur considerably more attorneys' fees and costs through a possible decertification
5 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying
6 expense.

7 23. Class Counsel will also apply for an attorneys' fees award of one-third of the Gross
8 Settlement Amount, which is currently estimated to be \$175,000.00, and up to \$25,000.00 in
9 verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for
10 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
11 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
12 analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery,
13 analyzing Settlement Class members' timekeeping and payroll records, creating a comprehensive
14 damages model, preparing for and attending mediation, negotiating and preparing the long-form
15 Stipulation of Settlement, preparing this Motion, and otherwise litigating the case. Class Counsel
16 expects to expend additional attorney time in attending the hearing on this Motion, overseeing the
17 Notice process and fielding questions from Settlement Class members, preparing the Final
18 Approval papers, and attending the Final Approval hearing.

19 24. Plaintiff will apply for a Class Representative Enhancement Payment at the time
20 of seeking final approval of the proposed class action settlement in the amount of \$5,000.00 for
21 his service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's
22 requested Enhancement Payment is intended to recognize the time and effort Plaintiff expended
23 on behalf of the Settlement Class, including providing substantial factual information and
24 documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively
25 participating in the prosecution of his claims, as well as the significant risks Plaintiff undertook
26 by agreeing to serve as the named plaintiff in this case.

27 ///

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on February 13, 2026, at El Segundo, California.

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5 Sean M. Blakely
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EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Jose Carranza Rodriguez (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Ekedal Concrete, Inc. (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“Class Counsel”). Defendant is represented by James P. Carter, Nikki L. Wilson, and Lauren B. Shelby of Jackson Lewis P.C.

On September 6, 2024, Plaintiff filed a Class Action Complaint against Defendant in Orange County Superior Court, in the matter entitled *Jose Carranza Rodriguez v. Ekedal Concrete, Inc.*, Case No. 30-2024-01423908-CU-OE-CXC (the “Action”). On that same day, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice Pursuant to Labor Code section 2699.3, subd. (a). On November 12, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”), adding a cause of action under the Private Attorneys General Act (“PAGA”). The FAC alleges the following causes of action: (i) minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (ii) failure to pay all overtime wages (Labor Code §§ 204, 510, 1194, 1198); (iii) meal period violations (Labor Code §§ 226.7, 512, 558); (iv) rest period violations (Labor Code §§ 226.7, 516, 558); (v) failure to reimburse for all necessary business expenditures (Labor Code §§ 2802, 2804); (vi) waiting time penalties/ final wages at termination (Labor Code §§ 201–203); (vii) wage statement penalties (Labor Code § 226 *et seq.*); (viii) unfair competition (Bus. & Prof. Code § 17200, *et seq.*); and (ix) civil penalties under the Private Attorneys General Act (“PAGA”) (Labor Code § 2698, *et seq.*).

On June 5, 2025, the Parties, Class Counsel, and Defendant’s counsel participated in a private all-day mediation presided over by Steve Mehta, which led to this Settlement Agreement to settle the Action. Prior to mediation, the Parties conducted a thorough investigation into the facts of the Action. This included, among other things, informal discovery and the exchange of extensive information and key documents relating to the underlying alleged violations.

Defendant denies all allegations in the Action, denies it failed to comply with the laws identified in the FAC, and denies any and all liability for the causes of action alleged. Given the uncertainty of litigation, Plaintiff and Defendant wish to settle on behalf of the Settlement Class.

Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant Ekedal Concrete, Inc. in California from September 6, 2020 until August 4, 2025 (“Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved, does not become Final as defined below, or is terminated

or materially modified without agreement of the Parties, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **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, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, assigns, and successors (collectively the “Released Parties”), as follows:

- A. 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, causes of action, transactions, or occurrences, and legal theories 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. **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 disclosed, or reasonably could have been disclosed 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”).

3. **Gross Settlement Amount.** As consideration and subject to the express condition precedent that this Settlement Agreement becomes Final (as defined below), Defendant agrees to pay a non-reversionary “Gross Settlement Amount” of Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. Settlement Administrators as the “Settlement Administrator” to administer this Settlement.

- B. The Settlement will become final and effective when: (a) the Court grants final approval of the Settlement (if no timely objections by or on behalf of Settlement Class members have been filed, or any timely objections have been withdrawn); or (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) any appeal that has been filed is finally resolved (“Effective Date”). The Gross Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) days of the Final Effective Date.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Seven Thousand Dollars and Zero Cents (\$7,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff’s Class Representative Enhancement Payment in recognition of his contribution to the Action and service to the Settlement Class. If Plaintiff’s request for enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount for distribution to participating Settlement Class members;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel’s attorneys’ fees, which is currently estimated to be One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). If Class Counsel’s request for attorneys’ fees and/or reimbursement of litigation costs is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount for distribution to participating Settlement Class members; and
 - (5) Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), sixty-five percent (65%) of such penalties, or thirteen Thousand Dollars and Zero Cents (\$13,000.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining thirty-five percent (35%), or Seven Thousand Dollars and Zero Cents (\$7,000.00) will be payable to the Aggrieved Employees as the “PAGA Amount.”
- D. Defendant’s share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

- E. **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 may elect to either: (a) 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%); or (b) cut off the Class Period as of the date that there are 17,829 workweeks or less. The election shall be made prior to Class Notice being distributed to Settlement Class members, and the Class Notice shall reflect the final Class Period.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Enhancement Payment, the amount designated as PAGA civil penalties, and the Settlement Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount,” or “NSA.”
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:
- i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate workweeks worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. PAGA Amount: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Seven Thousand Dollars and Zero Cents (\$7,000.00) of the Gross Settlement Amount that has been designated as the “PAGA Amount” proportionate to the number of pay periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members during the PAGA Period

(including those who submit a valid and timely Request for Exclusion from the class action settlement).

- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. After Settlement Awards are mailed to Settlement Class members, the Settlement Administrator shall distribute the amounts approved for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Enhancement Payment, payment to the LWDA for its share of PAGA civil penalties, and settlement administration expenses.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award from the NSA shall be allocated as follows: 66.66% penalties and interest; and 33.34% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), from the Gross Settlement Amount. These amounts will cover any and all work

performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to the Plaintiff for his time and risk in prosecuting this case and his service to the Settlement Class. This payment will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff seeking permission to pay up to Seven Thousand Dollars and Zero Cents (\$7,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Pursuant to California Rule of Court 3.769(c), within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Jose Carranza Rodriguez as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, Notice of Estimated Settlement Award, and Objection Form), and directing the mailing of same in English and Spanish, which will be mutually agreed upon by the Parties prior to submission to the Court; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek information for each Settlement Class member employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format reasonably satisfactory to the Settlement Administrator. To protect Settlement Class members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.
- B. No later than three (3) business days after receipt of the Class Data provided for in Paragraph 9(A), the Settlement Administrator shall notify Defendant's counsel and Class Counsel jointly that the Class List has been received and state the number of Settlement Class members, Aggrieved Employees, Workweeks and Pay Periods in the Class Data.
- C. Within ten (10) business days from receipt of the information provided for in Paragraph 9(A), the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member via First Class U.S. mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that a Settlement Class member who wishes to exclude themselves from the settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address

specified in the Class Notice. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Aggrieved Employees, whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release the PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

E. Objections. Settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel via e-mail, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days from the date of service to the objections by the Settlement Administrator to file a response to the objections. All objections should contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection.

F. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall initially determine the eligibility for, and the amounts of, any

Settlement Awards under the terms of this Settlement Agreement. However, the Court shall have the right to review the Settlement Administrator's initial determination, and the Court shall make the final determination regarding the eligibility for and amount of any Settlement Award, and the Court's determination shall be binding upon the Settlement Class members and the Parties.

- G. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative enhancement payment, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769(c). Said judgment shall be posted on the website of the Settlement Administrator.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree

that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement, except to Settlement Class members and as contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the Settlement Class, or the settlement on their website, and shall not contact any reporters or media regarding the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: James P. Carter, Jackson Lewis P.C., 200 Spectrum Center Drive,
Suite 500, Irvine, CA 92618; James.Carter@jacksonlewis.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this settlement or to declare rights and/or obligations under this settlement, the successful Party or

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: Ekedal Concrete, Inc.

By: _____
Its: _____

DATED: Nov 20, 2025

Jose Carranza Rodriguez

By:  _____
Jose Carranza Rodriguez (Nov 20, 2025 09:58:03 PST)
Plaintiff and Settlement Class Representative

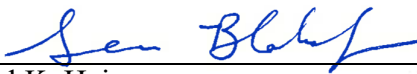
APPROVED AS TO FORM:

DATED: JACKSON LEWIS P.C.

By: _____
James P. Carter
Nikki L. Wilson
Lauren B. Shelby
Attorneys for Defendant

DATED: December 1, 2025

HAINES LAW GROUP, APC

By:  _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: 11/13/2025

Ekedal Concrete, Inc.

By: RYAN EKEDAL
Its: President

DATED:

Jose Carranza Rodriguez

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: December 1, 2025

JACKSON LEWIS P.C.

By: Lauren Shelby
James P. Carter
Nikki L. Wilson
Lauren B. Shelby
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JOSE CARRANZA RODRIGUEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

EKEDAL CONCRETE, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2024-01423908-CU-OE-CXC

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

To: All current and former non-exempt employees who worked for Defendant Ekedal Concrete, Inc. in California from September 6, 2020 until August 4, 2025 (“Class Period”). Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Orange County Superior Court has granted preliminary approval of a proposed class action and PAGA settlement (the “Settlement”) in the case of *Jose Carranza Rodriguez v. Ekedal Concrete, Inc.*, Orange County Superior Court Case No. 30-2024-01423908-CU-OE-CXC (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Ekedal Concrete, Inc.’s (“Ekedal Concrete”) records show that you were employed at Ekedal Concrete in California as a non-exempt employee in California, from September 6, 2020 until August 4, 2025 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

On September 6, 2024, Plaintiff Jose Carranza Rodriguez (“Plaintiff”) filed a class action lawsuit alleging the following causes of action against Ekedal Concrete: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for all necessary business expenditures; (6) wage statement penalties; (7) waiting time penalties; and (8) unfair competition. On November 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”). Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Ekedal Concrete denies all liability to Settlement Class members, denies the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiff’s claims. Ekedal Concrete has entered into the

Settlement solely for the purposes of resolving this dispute and has agreed to settle the case as part of a compromise with the Plaintiff. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Ekedal Concrete, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Ekedal Concrete has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Ekedal Concrete provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

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

If you are still employed by Ekedal Concrete, your decision about whether to participate in the Settlement will not affect your employment. California law and Ekedal Concrete's policy strictly prohibit unlawful retaliation. Ekedal Concrete will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant Ekedal Concrete, Inc.: JACKSON LEWIS P.C. James P. Carter James.Carter@jacksonlewis.com Nikki L. Wilson Nikki.Wilson@jacksonlewis.com Lauren B. Shelby Lauren.Shelby@jacksonlewis.com 200 Spectrum Center Drive, Suite 500 Irvine, California 92618 Tel.: (949) 885-1360 jacksonlewis.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Ekedal Concrete in California from September 6, 2020 until August 4, 2025. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Ekedal Concrete as described below.

Ekedal Concrete has agreed to pay \$525,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys' fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representative's Enhancement Payment.

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

Settlement Administration Costs. The Court has approved ILYM Group, Inc., to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the

Settlement. The Court has approved setting aside up to \$7,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$175,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs Class Counsel incurred in connection with the Action.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award an enhancement payment in the amount of \$5,000 to the Class Representative Jose Carranza Rodriguez, to compensate him for his service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to the State of California. \$13,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 65% of the \$20,000.00 the parties have agreed to allocate to the settlement of Plaintiff's claims on behalf of the Settlement Class members under the PAGA. The remaining \$7,000.00 will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately \$293,000.00 and will be divided as follows:

- (i) Payments to All Participating Settlement Class Members: The Settlement Administrator will calculate payments from the Net Settlement Amount based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member's payment from the Net Settlement Amount will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.
- (ii) PAGA Amount: In addition to the NSA, the \$7,000 PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Ekedal Concrete at any time from September 6, 2023 through August 4, 2025 ("PAGA Period") (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Allocation and Taxes. For purposes of calculating applicable taxes and withholdings, each Settlement Award from the NSA shall be allocated as follows: 66.66% as penalties and interest; and 33.34% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this

Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Settlement Administrator, Ekedal Concrete and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release: If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class members (except those who opt out), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will fully release and discharge Ekedal Concrete, and all of its present and former officers, directors, owners, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, assigns, and successors (collectively the “Released Parties”), as follows: Settlement Class members who do not opt out will release all claims, causes of action, transactions, or occurrences, and legal theories alleged or which reasonably could have been alleged based on the facts in the operative First Amended Class and Representative Action Complaint (“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; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (“Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Ekedal Concrete at any time during 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 disclosed, or reasonably could have been disclosed based on the facts, in Plaintiff’s September 6, 2024 Notification Letter to the Labor and Workforce Development Agency (“LWDA”) and the FAC (“the PAGA Released Claims”).

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

How can I claim money from the Settlement?

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

If you are issued a Settlement, Check, you must cash the check(s) within 180 days from the date the Settlement Administrator mails it to you. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be transferred to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and the proportionate number of pay periods you worked during the PAGA Period. The information contained in Ekedal Concrete’s records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be

postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. Should the Settlement Administrator and the Parties be unable to resolve any dispute, the Court will ultimately decide it.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing the enclosed “Request for Exclusion Form” and mailing it to the Settlement Administrator. The Request for Exclusion Form must be postmarked no later than <<RESPONSE DEADLINE>>.

Send the Request for Exclusion directly to the Settlement Administrator at ILYM Group Inc., 2832 Walnut Ave STE C, Tustin, CA 92780. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Ekedal Concrete during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. Should any dispute arise about the validity or timeliness of a Request for Exclusion, the Parties and Settlement Administrator will work together to resolve the dispute in good faith. Should the Parties and Settlement Administrator be unable to resolve such a dispute, the Court will ultimately resolve it.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement and the amount allocated to the PAGA portion of the settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should complete the enclosed “Objection Form” and mail it to the Settlement Administrator at ILYM Group Inc., 2832 Walnut Ave STE C, Tustin, CA 92780. You should also include any legal or factual support for your objection(s), including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX-103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Jose Carranza Rodriguez v. Ekedal Concrete, Inc.*, Orange County Superior Court Case No. 30-2024-01423908-CU-OE-CXC. You do not need to object in writing to be heard at the Final Approval Hearing.

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX-103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701. The Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses and the Enhancement Payment to the Class Representative. The Final Approval Hearing may be postponed

without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (<http://www.ilymgroup.com>) for at least 180 days following the entry of the Final Judgment.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, 92701, during regular court hours. You may also obtain these documents through the Court's website at <https://www.occourts.org/online-services/case-access/>. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, EKEDAL CONCRETE, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

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

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

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

JOSE CARRANZA RODRIGUEZ v. EKEDAL CONCRETE, INC.
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2024-01423908-CU-OE-CXC

Please complete, sign, date, and return this form to ILYM Group Inc., 2832 Walnut Ave STE C, Tustin, CA 92780, **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Defendant Ekedal Concrete, Inc.'s ("Ekedal Concrete") records:

- (a) you worked [REDACTED] workweeks as a non-exempt employee for Ekedal Concrete in California between September 6, 2020 and August 4, 2025; and
- (b) you worked [REDACTED] pay periods as a non-exempt employee for Ekedal Concrete in California between September 6, 2023 and August 4, 2025.

Based on the above, your Settlement Award is estimated at \$ [REDACTED].

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

If you dispute the above information from Ekedal Concrete's records, Ekedal Concrete's records will control unless you are able to provide documentation that establishes otherwise, and that Ekedal Concrete's records are mistaken. If there is a dispute about whether Ekedal Concrete's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved as described in the "Notice of Pendency of Class and PAGA Action and Proposed Settlement" that accompanies this Form.

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

Signature: _____

Date: _____

EXHIBIT 3

REQUEST FOR EXCLUSION FORM

Jose Carranza Rodriguez v. Ekedal Concrete, Inc.
ORANGE COUNTY SUPERIOR COURT
Case No.: 30-2024-01423908-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

ILYM GROUP, INC.
JOSE CARRANZA RODRIGUEZ V. EKEDAL CONCRETE, INC.
SETTLEMENT ADMINISTRATOR
2832 WALNUT AVE STE C
TUSTIN, CA 92780
(888) 250-6810
(888) 845-6185

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Jose Carranza Rodriguez v. Ekedal Concrete, Inc.*, Orange County Superior Court Case No. 30-2024-01423908-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE JOSE CARRANZA RODRIGUEZ V. EKEDAL CONCRETE INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PENDENCY OF CLASS AND PAGA ACTION AND PROPOSED SETTLEMENT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: _____

EXHIBIT 4

OBJECTION FORM

Jose Carranza Rodriguez v. Ekedal Concrete, Inc.
ORANGE COUNTY SUPERIOR COURT
Case No.: 30-2024-01423908-CU-OE-CXC

All objections must be mailed directly to the Settlement Administrator, ILYM Group, Inc., at 2832 Walnut Ave STE C, Tustin, CA 92780 on or before <<RESPONSE DEADLINE>>. All objections must be postmarked on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name

Telephone Number

Address

Date

Signature

Describe the nature and basis of each objection and please attach additional pages if necessary:

EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 6, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jose Carranza Rodriguez v. Ekedal Concrete, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Jose Carranza Rodriguez (“Mr. Rodriguez”) in claims arising from his employment with Ekedal Concrete, Inc., a California Corporation and Does 1 through 100 (“Ekedal Concrete”). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Ekedal Concrete’s employees who worked for Ekedal Concrete in California during the one year immediately preceding the date of this letter through the present.

Mr. Rodriguez began working for the Ekedal Concrete as a laborer in approximately 1987. Plaintiff was later moved to work as a non-exempt driver, a position he held for approximately 15 years.

Throughout Mr. Rodriguez’s employment with Ekedal Concrete, Ekedal Concrete’s timekeeping policies and/or practices resulted in Mr. Rodriguez and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Ekedal Concrete had a policy and/or practice of only recording the scheduled start and end times of employee shifts, as opposed to the times they actually worked, despite the fact that Mr. Rodriguez and other aggrieved employees regularly worked hours outside of their scheduled shifts. As a result of Ekedal Concrete’s failure to pay Mr. Rodriguez and other aggrieved employees for their actual hours worked, Ekedal Concrete failed to pay Mr. Rodriguez and other aggrieved employees for all minimum and overtime wages earned.

Ekedal Concrete failed to provide Mr. Rodriguez and other aggrieved employees with all legally compliant meal periods due to Ekedal Concrete’s meal period policies/practices, which have frequently resulted in short (less than 30 minutes) and late (commencing after the fifth hour of work) meal periods. Ekedal Concrete did not require Mr. Rodriguez and other aggrieved employees to record their meal periods. Mr. Rodriguez

and other aggrieved employees' meal periods were also regularly interrupted due to work demands. Upon information and belief, Ekedal Concrete automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee actually took a full 30-minute compliant meal period. Despite Ekedal Concrete's failure to provide Mr. Rodriguez and other aggrieved employees with all lawful meal periods to which they were entitled, Ekedal Concrete failed to provide Mr. Rodriguez and other aggrieved employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Ekedal Concrete maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to their aggrieved employees.

Mr. Rodriguez was also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Ekedal Concrete's unlawful rest period policies/practices. Similar to employee meal periods, Mr. Rodriguez and other aggrieved employees' rest periods were regularly interrupted due to work demands. Despite Ekedal Concrete's failure to authorize and permit Mr. Rodriguez and other aggrieved employees to take all legally-compliant rest periods, Ekedal Concrete failed to provide Mr. Rodriguez and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Ekedal Concrete maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant rest period was not provided to their aggrieved employees.

Ekedal Concrete also failed to reimburse Mr. Rodriguez and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, tools such as hammers, saws, drills, and levelers. As a result of Ekedal Concrete's failure to reimburse Mr. Rodriguez and other aggrieved employees for all necessary business expenses incurred, Mr. Rodriguez and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802.

As a result of Ekedal Concrete's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Ekedal Concrete maintained inaccurate payroll records, and issued inaccurate wage statements to Mr. Rodriguez. As a further result of Ekedal Concrete's failure to pay all minimum and overtime wages, failure to pay all meal and rest period premium wages, and failure to indemnify for all business expenses, Ekedal Concrete failed to pay all wages owed to Plaintiff and other aggrieved employees at the time of their separation from employment.

As described above, Ekedal Concrete committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Minimum Wage Violations

Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Ekedal Concrete failed to conform their pay practices to the requirements of the law by failing to pay Mr. Rodriguez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Ekedal Concrete and/or suffered or permitted to work under the California Labor Code and Wage Order 16.

Overtime Wage Violations

Ekedal Concrete were required to properly pay Mr. Rodriguez and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 16, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Ekedal Concrete caused Mr. Rodriguez and other aggrieved employees to work overtime hours but did not compensate Mr. Rodriguez or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Ekedal Concrete failed to provide Mr. Rodriguez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 10. As a result, Mr. Rodriguez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Ekedal Concrete also failed to authorize and permit Mr. Rodriguez and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 11. As a result, Mr. Rodriguez and other aggrieved employees are owed an additional hour of wages at their regular rate of

compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Ekedal Concrete failed to indemnify Mr. Rodriguez and other aggrieved employees for all necessary business expenses incurred, including, among other things, personal cellular phone usage, the purchase of necessary tools, and mileage expenses. As a proximate result of Ekedal Concrete's policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Rodriguez and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Ekedal Concrete knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Rodriguez and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Ekedal Concrete's failures in furnishing Mr. Rodriguez and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum wages, sick pay wages, as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Ekedal Concrete's reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Mr. Rodriguez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Rodriguez own investigation, and on information and belief, Ekedal Concrete committed and continue to commit the following Labor Code violations:

- a. Ekedal Concrete violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Rodriguez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Ekedal Concrete violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Rodriguez and other aggrieved employees all earned overtime compensation;
- c. Ekedal Concrete Failing violated Labor Code §§ 226.7, 512, and 558 by failing to provide Mr. Rodriguez and other aggrieved employees all legally required

meal periods, and failure to pay meal period premium wages to Mr. Rodriguez and other aggrieved employees at their regular rate of pay;

- d. Ekedal Concrete violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Rodriguez and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Rodriguez and other aggrieved employees at their regular rate of pay;
- e. Ekedal Concrete violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Rodriguez and other aggrieved employees for all work-related expenses incurred;
- f. Ekedal Concrete violated Labor Code § 226 by failing to furnish Mr. Rodriguez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Ekedal Concrete violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Rodriguez and aggrieved employees;
- h. Ekedal Concrete violated Labor Code § 204 by failing to pay Mr. Rodriguez and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Ekedal Concrete if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines, Esq.

Cc: Ekedal Concrete, Inc., c/o Ryan Justin Ekedal, Agent for Service of Process, 19600 Fairchild Rd. Suite 123, Irvine, CA 92612 (certified mail)