

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 264384 NAME: Sean M. Blakely FIRM NAME: Haines Law Group, APC STREET ADDRESS: 2155 Campus Drive, Suite 180 CITY: El Segundo STATE: CA ZIP CODE: 90245 TELEPHONE NO.: (424) 292-2350 FAX NO.: (424) 292-2355 E-MAIL ADDRESS: sblakely@haineslawgroup.com ATTORNEY FOR (name): Plaintiff Jose Carranza Rodriguez	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: 751 W. Santa Ana Blvd. CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Jose Carranza Rodriguez DEFENDANT/RESPONDENT: Ekedal Concrete, Inc. OTHER:	CASE NUMBER: 30-2024-01423908-CU-OE-CXC
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: Judge David A. Hoffer DEPT: CX103

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Jose Carranza Rodriguez

2. Title of the proposed order:
[Amended Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: October 12, 2026, 1:30 p.m.
 - c. Place: 751 W. Santa Ana Blvd.
Santa Ana, California 92701

4. The proposed order was served on the other parties in the case.

Sean M. Blakely

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Jose Carranza Rodriguez v. Ekedal Concrete, Inc.

CASE NUMBER:

30-2024-01423908-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

2155 Campus Drive, Suite 180, El Segundo, CA 90245

b. My electronic service address is (*specify*): rsanchez@haineslawgroup.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: September 29, 2026

Rachel Sanchez

(TYPE OR PRINT NAME OF DECLARANT)



Rachel Sanchez

(SIGNATURE OF DECLARANT)

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE**
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12 JOSE CARRANZA RODRIGUEZ, as an
13 individual and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 vs.

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

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

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

**[AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: October 12, 2026

Time: 1:30 p.m.

Dept.: CX103

Complaint Filed: September 6, 2024

Trial Date: None Set

1 The Motion of Plaintiff Jose Carranza Rodriguez (“Plaintiff”) for Preliminary Approval
2 of Class and PAGA Action Settlement came on regularly for hearing before this Court on October
3 12, 2026, at 1:30 p.m. This Court, having considered the proposed Stipulation of Settlement and
4 the Amendment thereto (the “Settlement”); having considered Plaintiff’s Motion for Preliminary
5 Approval of Class and PAGA Action Settlement, Memorandum of Points and Authorities in
6 support thereof, Plaintiff’s Supplemental Briefing, and supporting declarations filed therewith;
7 and good cause appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class and PAGA action
9 settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
11 For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable
12 and that there is a sufficiently well-defined community of interest among the members of the
13 Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court
14 grants conditional certification of the following Settlement Class:

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

18 2. For purposes of the Settlement, the Court preliminarily designates Plaintiff Jose
19 Carranza Rodriguez as Class Representative, and preliminarily designates Paul K. Haines and
20 Sean M. Blakely of Haines Law Group, APC as Class Counsel.

21 3. The Court designates ILYM Group, Inc. as the third-party Settlement
22 Administrator for mailing notices.

23 4. The Initial Stipulation of Settlement is attached hereto as Exhibit 1. The
24 Amendment to Stipulation of Settlement is attached hereto as Exhibit 2. The Court approves, as
25 to form and content, the Class Notice, Notice of Estimated Settlement Award, Request for
26 Exclusion Form, and Objection Form (collectively, the “Notice Packet”), attached as Exhibits 3,
27 4, 5, and 6, respectively, to this Order. Certified Spanish Translations of the Class Notice, Notice
28 of Estimated Settlement Award, Request for Exclusion Form, and Objection Form are attached
as Exhibits 7, 8, 9, and 10, respectively, to this Order.

1 5. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to members of the
3 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
5 giving notice complies fully with the requirements of California Code of Civil Procedure section
6 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
7 and United States Constitutions, and other applicable law.

8 6. The Court further approves the procedures for the Settlement Class members to
9 opt out of or object to the Settlement, as set forth in the Class Notice.

10 7. The procedures and requirements for filing objections in connection with the Final
11 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
12 presentation of any Settlement Class member's objection to the Settlement in accordance with the
13 due process rights of all members of the Settlement Class.

14 8. The Court directs the Settlement Administrator to mail the Notice Packet to the
15 members of the Settlement Class in accordance with the terms of the Settlement.

16 9. The Class Notice shall provide at least sixty (60) calendar days' notice for
17 Settlement Class members to opt out of, or object to, the Settlement.

18 10. The Final Approval Hearing on the question of whether the Settlement should be
19 finally approved as fair, reasonable, and adequate is scheduled in Department CX103 of this
20 Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701 on March 4, 2027, at 1:30
21 p.m.

22 11. The court preliminarily approves the Gross Settlement Amount of \$525,000.00.
23 At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be
24 finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a
25 judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
26 application for reasonable attorneys' fees (not to exceed \$175,000.00), reimbursement of
27 litigation expenses (not to exceed \$25,000.00), enhancement payment to Plaintiff (not to exceed
28 \$5,000.00), PAGA civil penalties (\$20,000.00, of which \$13,000.00 to be distributed to the

LWDA and \$7,000.000 to be distributed to Aggrieved Employees), and settlement administration costs (not to exceed \$7,000.00) should be granted.

12. Counsel for the parties shall file and serve memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's enhancement payment, payment to the LWDA, and settlement administration costs, at least sixteen (16) court days prior to the Final Approval Hearing.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [10 business days after preliminary approval]:	October 26, 2026
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [10 business days after receiving Class Data]:	November 10, 2026
Deadline for Settlement Class members to request exclusion from, submit a dispute, or object to, the Settlement [60 calendar days after mailing]:	January 11, 2027
Deadline for Plaintiff to file his Motion for Final Approval of Class and PAGA Action Settlement:	February 8, 2027
Final Approval Hearing:	March 4, 2027

14. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____, 2026

Hon. David A. Hoffer
Judge of the Superior Court

EXHIBIT 1

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

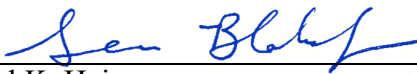
APPROVED AS TO FORM:

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 2

AMENDMENT TO STIPULATION OF SETTLEMENT

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

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

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

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

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

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

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

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

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

IT IS SO AGREED:

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

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

AGREED AS TO FORM:

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

JACKSON LEWIS P.C.

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

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

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

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

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

IT IS SO AGREED:

Dated:

Plaintiff Jose Carranza Rodriguez

Dated: 9/24/2026



Defendant Ekedal Concrete, Inc.

By: **Ryan Ekedal**
Its:

AGREED AS TO FORM:

HAINES LAW GROUP, APC

Dated:

By: _____
Paul Haines
Sean Blakely
Attorneys for Plaintiff

JACKSON LEWIS P.C.

Dated:


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

4896-6286-8947, v. 1

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EXHIBIT 3

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 proposed “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as proposed “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 proposed Class Representative and proposed 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, parent companies, subsidiaries, predecessors, and successors (collectively the “Released Parties”), as follows: Settlement Class members who do not opt out will release all claims 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 alleged, or reasonably could have been alleged based on the facts, in Plaintiff’s September 6, 2024 Notification Letter to the Labor and Workforce Development Agency (“LWDA”) 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. The Settlement Administrator's website will also post key documents from the case, including the operative complaint, the Settlement Agreement and any amendments thereto, the Class Notice, and the Order Granting Preliminary Approval of Class and PAGA Action Settlement.

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 by accessing 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 4

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 5

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 6

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:
