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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE 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
SUPPLEMENTAL BRIEF IN SUPPORT OF
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 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner of 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. This declaration is submitted in support of Plaintiff’s Supplemental Brief in
8 Support of Preliminary Approval of Class and PAGA Action Settlement.

9 3. Following the Court’s May 4, 2026 Tentative Ruling regarding Plaintiff’s Motion
10 for Preliminary Approval of Class Action Settlement (the “Ruling”), my firm has worked
11 diligently with Defendant Ekedal Concrete, Inc.’s counsel to amend the Stipulation of Settlement
12 (“Settlement Agreement”) and the Notice of Pendency of Class and PAGA Action and Proposed
13 Settlement (“Class Notice”) in accordance with the issues identified by the Ruling.

14 4. Attached hereto as **Exhibit A** is a true and correct copy of the fully executed
15 Amendment to Stipulation of Settlement.

16 5. Attached hereto as **Exhibit B** is a true and correct copy of the amended Class
17 Notice. Attached hereto as **Exhibit C** is a true and correct copy of the red-lined version of the
18 Class Notice, showing all changes.

19 6. Attached hereto as **Exhibit D** is a true and correct copy of the red-lined version of
20 the [Amended Proposed] Order Granting Preliminary Approval of Class and PAGA Action
21 Settlement, showing all changes.

22 7. Plaintiff’s Individual Settlement Award from the Net Settlement Amount is
23 estimated to be approximately \$2,896.19. Plaintiff’s Individual PAGA Payment is estimated to
24 be approximately \$4.22. Plaintiff also separately resolved individual wrongful termination claims
25 and other claims alleged under the Fair Employment and Housing Act (“FEHA”) against
26 Defendant in the matter entitled *Jose Carranza Rodriguez v. Ekedal Concrete, Inc.*, Orange
27 County Superior Court Case No. 30-2024-01424360-CU-WT-CJC. Plaintiff settled his individual
28 claims for a total of Fifty Thousand Dollars (\$50,000.00), of which Plaintiff received a total of

1 \$32,481.38. Plaintiff's individual case was dismissed with prejudice on December 18, 2025.

2 8. After making a reasonable inquiry, I am aware of a later-filed wage and hour class
3 action complaint filed against Defendant in the matter entitled *Carlos Moran v. Ekedal Concrete,*
4 *Inc.*, Orange County Superior Court Case No. 30-2025-01499715-CU-OE-CXC. This matter was
5 dismissed on June 16, 2026.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed on September 28, 2026, at El Segundo, California.

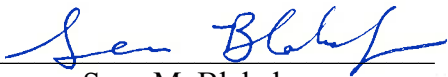
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9 
Sean M. Blakely

EXHIBIT A

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 B

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 C

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, ~~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 ~~dislosed~~alleged, or reasonably could have been ~~dislosed~~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 ~~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 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>>.

4927-8782-2035, v. 1

EXHIBIT D

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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]

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

Date: ~~October 12~~ May 4, 2026

Time: 1:30 p.m.

Dept.: CX103

Complaint Filed: September 6, 2024

Trial Date: None Set

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

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 12May4, 2026, at 1:30 p.m. This Court, having considered the proposed Stipulation of Settlement
4 and the Amendment thereto (the "Settlement") ~~attached to the Declaration of Sean M. Blakely~~
5 ~~filed concurrently herein~~; having considered Plaintiff's Motion for Preliminary Approval of Class
6 and PAGA Action Settlement, Memorandum of Points and Authorities in support thereof,
7 Plaintiff's Supplemental Briefing, and supporting declarations filed therewith; and good cause
8 appearing, HEREBY ORDERS THE FOLLOWING:

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

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

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

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

24 4. The Initial Stipulation of Settlement is attached hereto as Exhibit 1. The
25 Amendment to Stipulation of Settlement is attached hereto as Exhibit 2. The Court approves, as
26 to form and content, the Class Notice, Notice of Estimated Settlement Award, Request for
27 Exclusion Form, and Objection Form (collectively, the "Notice Packet"), attached as Exhibits 3,
28 4, 5, and 61-4, respectively, to this Order. Certified Spanish Translations of the Class Notice,

Formatted: Font: Not Bold, No underline

1 Notice of Estimated Settlement Award, Request for Exclusion Form, and Objection Form are
2 attached as Exhibits 7, 8, 9, and 10, respectively, to this Order~~the Settlement~~.

3 5. The Court finds that the form of notice to the Settlement Class regarding the
4 pendency of the action and of the Settlement, and the methods of giving notice to members of the
5 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
6 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
7 giving notice complies fully with the requirements of California Code of Civil Procedure section
8 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
9 and United States Constitutions, and other applicable law.

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

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

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

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

20 10. The Final Approval Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department CX103 of this
22 Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701 on March 4, 2027, at
23 1:30, 2026, at a.m./ p.m.

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

litigation expenses (not to exceed \$25,000.00), enhancement payment to Plaintiff (not to exceed \$5,000.00), PAGA civil penalties (\$20,000.00, of which \$13,000.00 to be distributed to the LWDA and \$7,000.00 to be distributed to Aggrieved Employees), and settlement administration costs (not to exceed \$7,000.00), ~~settlement administration costs, and payment to the Labor & Workforce Development Agency (“LWDA”) for penalties under the Labor Code Private Attorneys General Act~~ 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 ~~according to the time limits set by the Code of Civil Procedure and the California Rules of Court.~~

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]:	May 18 <u>October 26</u> , 2026
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [10 business days after receiving Class Data]:	June 2 <u>November 10</u> , 2026
Deadline for Settlement Class members to request exclusion from, submit a dispute, or object to, the Settlement [60 calendar days after mailing]:	<u>January 11</u> , 2027 August 1, 2026
Deadline for Plaintiff to file his Motion for Final Approval of Class <u>and PAGA</u> Action Settlement:	<u>February 8, 2027</u> September 4, 2026
Final Approval Hearing:	<u>March 4, 2027</u> _____ , 2026

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.

1 15. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.
4

5 **IT IS SO ORDERED.**

6
7 Dated: _____, 2026

Hon. David A. Hoffer
Judge of the Superior Court