UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Lopez Alzuarte v. Brown Brothers Asphalt & Concrete LLC and Rapid Material Transport, LLC
Case No. 1:25-cv-00639-SKC-KAS

NOTICE OF CLASS ACTION SETTLEMENT

Please read this notice carefully. You may be entitled to money from a class action settlement. This notice explains your rights and options.

A court has authorized this Notice. This is not a solicitation from a lawyer.

I. WHY SHOULD I READ THIS NOTICE?

You are receiving this Notice because records indicate that you worked for Brown Brothers Asphalt & Concrete, LLC ("BBAC") or Rapid Material Transport, LLC ("RMT") and were laid off on or about December 6, 2024, from BBAC's facility located at 9190 Monaco Street, Henderson, Colorado 80640 (the "Facility").

The Court has preliminarily approved a proposed class action settlement in the case *David Lopez Alzuarte v. Brown Brothers Asphalt & Concrete, LLC and Rapid Material Transport, LLC*, Case No. 1:25-cv-00639-SKC-KAS (the "Action"). This Notice informs you of the proposed settlement, your legal rights, and what steps you may take before the Court decides whether to grant final approval.

Plaintiff David Lopez Alzuarte ("Plaintiff") filed this lawsuit on behalf of himself and other employees who were laid off when BBAC closed the Facility on or about December 6, 2024. Plaintiff alleges that BBAC and RMT violated the federal Worker Adjustment and Retraining Notification Act ("WARN Act"), which requires certain employers to provide at least 60 days' advance notice before a plant closing or mass layoff.

The Settlement Class is defined as: All employees of Defendants who were terminated pursuant to a mass layoff or plant closing (as those terms are defined in the WARN Act) within 90 days of December 6, 2024.

Defendants deny all allegations and maintain that they did not violate the WARN Act. Defendants assert several defenses, including that the layoffs were caused by unforeseeable business circumstances, that RMT was not an employer, and that the companies acted in good faith.

The Court has not decided who is right. Instead, both sides have agreed to settle the case to avoid the cost, burden, and risk of further litigation.

II. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

BBAC has agreed to fund a settlement fund in the total amount of $307,500 to fund the settlement, which shall be used: (1) to pay Settlement Class Members; (2) to pay Attorneys' Fees and Costs as awarded by the Court, if any; (3) to pay the Service Award to Plaintiff as awarded by the Court; and (4) to pay the Settlement Administrator's Expenses. After these deductions, the remaining funds will be distributed to Settlement Class Members.

Each Settlement Class Member's share of the Net Settlement Fund will be determined based on an Allocation Plan developed by Class Counsel and approved by the Court. Payments will be made as back pay and will have standard payroll taxes withheld. You will receive a Form W-2 for tax reporting purposes.

Your estimated share of the settlement is: $<<SubClass1_Amt>>. This amount may be higher or lower based on rulings of the court related to fees, costs and the enhancements, and other factors.

If any funds remain after the first distribution (for example, because checks are not cashed), additional payments may be made to those who did cash their checks. If, after two distributions, small funds remain, they will be donated to a Court-approved charitable organization.

III. WHAT IS THE EFFECT OF THE SETTLEMENT?

A. Release of Claims.

"Released Claims" means the Generally Released Claims and the Specifically Released Claims.

"Generally Released Claims" means any and all actual, potential, filed, known or unknown, fixed or contingent, clamed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary, or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct individual or representative, of every nature and description whatsoever, arising out of the layoffs that occurred on or around December 6, 2024 by Defendants. As of the Effective Date, the Releasing Plaintiffs shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, resolved, relinquished, and discharged each and all of the Released Parties from each and all of the Generally Released Claims. The Releasing Plaintiffs further agree that they will not institute any actions or causes of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Generally Released Claims against the Released Parties. The obligations incurred by the Released Parties under the Settlement Agreement shall be a full and final disposition of the Action and all Generally Released Claims as against all Released Parties.

"Specifically Released Claims" means any claim, liability, right, demand, or cause of action, of every kind and description, that Settlement Class Members have or may have against Defendants which is pleaded in the Complaint or which materially relates to the facts or claims pleaded in the Complaint. As of the Effective Date, the Releasing Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, resolved, relinquished, and discharged each and all of the Released Parties from each and all of the Specifically Released Claims. The Releasing Settlement Class Members further agree that they will not institute any actions or causes of action (in law, equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any administrative or advisory body, arising from or reasonably related to the Specifically Released Claims, directly or indirectly, against the Released Parties. The obligations incurred by the Released Parties under the Settlement Agreement shall be a full and final disposition of the Action and all Specifically Released Claims as against all Released Parties.

The release of claims recited in these paragraphs shall not apply to Class Members who timely and properly submit a written Opt Out, as described below. If you submit a written Opt Out, you will not release any claims and you will not receive any settlement award from this case. If you are a Class Member as defined by this Settlement and you do not elect to exclude yourself through a valid and timely submitted written Opt Out, you will be deemed to have entered into this release, even if you do nothing at all.

Defendants respect your right to participate in the Action and will take not adverse action or retaliate against you should you accept payment under the Settlement.

B. Payment To Participating Class Members.

If you do not elect to opt out of the Settlement, and thereby qualify to receive payment under the Settlement, a check will be mailed to you.

IV. WHAT ARE MY RIGHTS?

A. You May Participate In The Settlement.

If you wish to participate in the Settlement, you do not need to do anything. If your mailing address or phone number has or will change, please be sure to update the Settlement Administrator at the following address, email or toll-free number:

Lopez Alzuarte v. Brown Brothers Asphalt & Concrete LLC, et al.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
BBACSettlement@cptgroup.com
1-888-593-1041

B. You May Exclude Yourself From This Case.

If you wish to be excluded from the Class and from the Settlement (i.e., "opt out"), which means you preserve your rights to sue on your own, or take no legal action at all, and you will receive no settlement share in this case, you must complete and mail a written Opt Out letter to the Settlement Administrator at the address below. Your Opt Out letter must be postmarked no later than July 6, 2026. The Opt Out letter must contain your name, address, signature, and a clear statement that you wish to be excluded from *Lopez Alzuarte v. Brown Brothers Asphalt & Concrete, LLC, et al.*

Lopez Alzuarte v. Brown Brothers Asphalt & Concrete LLC, et al.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

If you timely request exclusion from the class, you will (1) be excluded from the class; (2) not be bound by any determination or order entered in this litigation; (3) not be bound by the release; and (4) not receive a portion of the Settlement.

C. You May Object To The Settlement, Or Any Part Of It.

You can object to the terms of the class settlement as long as you have not submitted a request for exclusion from the class settlement. To object to the class settlement, you should provide to the Settlement Administrator a timely written statement of the objection. The written objection should: (a) contain your full name, address, telephone number, and signature; (b) contain the case name and number; (c) contain a statement of the specific legal and factual basis for each objection argument; (d) contain a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel; and (e) be filed or postmarked no later than July 6, 2026 to the following address.

Lopez Alzuarte v. Brown Brothers Asphalt & Concrete LLC, et al.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

V. WHO REPRESENTS THE PROPOSED SETTLEMENT CLASS?

A. Class Representative.

"Class Representative" means the plaintiff in the Action, David Lopez Alzuarte.

B. Class Counsel.

The Court has approved the following attorneys to be Plaintiff's Counsel for the purpose of representing the interest of the class: Raina C. Borrelli of Strauss Borrelli, LLP, 980 North Michigan Avenue, Suite 1610, Chicago, IL 60611; Lynn A. Toops and Ian R. Bensberg of CohenMalad, LLP, One Magnificent Mile, 980 N. Michigan Avenue, Suite 1610, Chicago, IL 60611; and J. Gerard Stranch, IV of Stranch, Jennings, & Garvey, PLLC, 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203.

VI. WHAT FEES AND COSTS ARE INVOLVED?

A. Settlement Administrator's Expenses.

Settlement Administrator's Expenses means expenses, costs, or fees incurred by the Settlement Administrator in administering the terms of the Settlement Agreement. The administration expenses are $7,500 which will be paid from the Settlement Fund subject to Court approval.

B. Attorneys' Fees, Costs and Expenses.

Class Counsel represented the class on a contingency fee basis. This means attorneys' fees and costs could be paid only if money was recovered for the class, and then only for a reasonable portion of the amount recovered. Here Class Counsel will ask the Court for an award of fees not to exceed 1/3 of the $307,500 Settlement Fund and litigation costs.

C. Class Representative Payments.

The Class Representative will ask the Court to grant him a service payment of $2,500 for his efforts on behalf of the settlement class.

These amounts will be paid from the Settlement Fund and will reduce the amount available for distribution to Class Members.

VII. FINAL APPROVAL HEARING

The Court has set the Final Approval Hearing as follows:

Date: July 20, 2026
Time: 1:30 p.m.
Place: Courtroom A601 of the Alfred A. Arraj Courthouse at 901 19th Street, Denver CO 80294

VIII. WHERE CAN YOU GET MORE INFORMATION?

You may contact the Settlement Administrator at toll-free 1-888-593-1041 or Class Counsel in Section V.

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.cptgroupcaseinfo.com/BBACSettlement.

PLEASE DO NOT ADDRESS ANY QUESTIONS TO THE COURT OR TO DEFENDANTS.