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1 Michael A. Mazzocone (State Bar No. 183209)
2 MICHAEL A. MAZZOCONE, ATTORNEY AT LAW
3 601 Montgomery Street, Suite 850
4 San Francisco, CA 94111
5 Telephone: (415) 399-0800
6 Facsimile: (415) 399-0900

FILED
Superior Court of California
County of Sacramento
01/16/2026
J. Servantez, Deputy

7 Sam Brown (State Bar No. 308558)
8 KRAMER BROWN HUI LLP
9 3600 Wilshire Blvd., Suite 1908
10 Los Angeles, CA 90010
11 Telephone: (213) 310-8301
12 Fax: (213) 310-8302

13 Attorneys for Plaintiffs Dion Elliot,
14 Valentin Lozano, Rigoberto Mendez,
15 Juan Lopez and all others similarly
16 situated

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF SACRAMENTO**

19 DION ELLIOT, an individual;
20 VALENTIN LOZANO, an individual;
21 RIGOBERTO MENDEZ, an individual;
22 JUAN LOPEZ, an individual, each
23 individually and on behalf of all persons
24 similarly situated

25 Plaintiffs,

26 vs.

27 David Ludlow, an individual, d/b/a D.L.
28 MASONRY, a sole proprietorship; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. 34-2022-00331356

CLASS ACTION

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

Date Filed: January 21, 2022
Department: 23

Hrg. Date: January 16, 2026
Hrg. Time: 9:00 a.m.
Res. ID: A-331356-001

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~~PROPOSED~~ ORDER

Having reviewed the Motion For Preliminary Approval and supporting materials, and having found the settlement to be fair, adequate, and reasonable, and in the best interests of the absent class members, the Court orders the following:

1. The terms of the Settlement are granted preliminary approval;
2. The proposed settlement preliminarily appears to be fair, reasonable and adequate, and the proposed class of settling preliminarily appears to meet the applicable certification criteria.
3. Plaintiffs Dion Elliot, Valentin Lozano, Rigoberto Mendez, and Juan Lopez are confirmed as Class Representatives and Kramer Brown Hui LLP and Michael A. Mazzocone, Attorney at Law are confirmed as Class Counsel.
4. Apex Class Action Administration is confirmed as the Settlement Administrator.
5. The Class Notice attached hereto and incorporated herein as Exhibit 1 is approved.
6. The proposed settlement class is provisionally approved as a settlement class on a non-mandatory basis, with direct notice to be given to the class.
7. The Court sets the following schedule of settlement proceedings:
 - a) First mailing of notice to class: 15 days after entry of the Court’s Order preliminarily approving the settlement Stipulation.
 - b) Deadline to submit requests for exclusion: 45 days after the date on which the notice of settlement is mailed to potential class members.
 - c) Deadline to submit objections to the proposed settlement to the Court and to Plaintiffs’ and Defendants’ counsel: 45 days after the date on which the notice of settlement is mailed to potential class members.
 - d) Filing date for supplemental briefs and attorneys’ fee request: 16 court days prior to the scheduled date of the final fairness and approval hearing.
 - e) Date of final fairness and approval hearing.
8. The Court sets a Final Approval Hearing for May 15, 2026, at 9am.

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IT IS SO ORDERED.

DATE: 01/16/2026

Jill Talley 

Hon. Jill H. Talley

Dept. 23

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

Dion Elliot, et al. v. David Ludlow d/b/a D.L. Masonry.
Sacramento County Superior Court Case No. 34-2022-00331356

**IF YOU WERE EMPLOYED BY D.L. Masonry, (“DEFENDANT”) IN CALIFORNIA AS AN HOURLY-PAID FIELD CONSTRUCTION EMPLOYEE WHO WORKED ANY TIME DURING THE FOLLOWING CLASS PERIOD:
January 21, 2018 THROUGH May 2, 2025
YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

The Court authorized this notice. This is not a solicitation from a lawyer.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You <u>will</u> receive a monetary share of the Settlement. No action is required for you to receive a share of the Settlement.
EXCLUDE YOURSELF	<u>You will not receive a monetary share of the Settlement.</u> This is the only option that allows you to file your own lawsuit against Defendant for the claims released in the Settlement.
OBJECT	If you choose, you may object to the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a monetary share of the Settlement.

WHAT IS IN THIS NOTICE

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1. *Why Should You Read This Notice?*

You have received this Notice because records indicate that you are a member of the settlement class in this action.

The settlement class is comprised of all current and former hourly-paid field construction employees (“Class Members”) who worked for Defendant at any time during the Class Period defined as January 21, 2018, through May 2, 2025.

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on January 16, 2026 at 9:00 a.m., in the Sacramento County Superior Court. Judge Jill Talley determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that a final determination of the issues will be made at the final approval hearing. Judge Jill Talley also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on _____, 2025, at _____ a.m./p.m. in Department 23, of the Sacramento County Superior Court located at 720 9th Street, Sacramento, CA 95814.

The Final Approval Hearing may be continued to another date without further notice. Class Members may be able to appear remotely at the Final Approval Hearing and should contact the court clerk for Department 23 at (916) 874-5754 for instructions on how to appear remotely.

2. *What is the Class Action Settlement?*

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class and Representative Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. *What Is the Lawsuit About?*

Plaintiffs contend that Defendant violated the California Labor Code by: (1) failing to provide all meal periods; (2) failing to provide all paid rest periods; (3) failing to pay minimum wage; (4) failing to provide accurate itemized wage statements; (5) failed to pay prevailing wage; (6) failing to pay all overtime compensation; (7) failing to pay all business expenses.

Defendant denies the allegations raised in the lawsuit and asserts it has no liability for any of Plaintiffs’ or the Class Members’ claims under any statute, wage order, common law, or equitable theory. Defendant intended to vigorously defend against this lawsuit and denies any liability whatsoever.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendant has decided that the Settlement is favorable because it

avoids the time, risk, and expense of a lengthy lawsuit, and the Settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendant does not admit, concede, or imply that it has done anything wrong or legally actionable.

Although the Court has authorized the Parties to provide this notice of the proposed Settlement, the Court has made no decision and has expressed no opinion on the merits of Plaintiffs' claims or Defendant's defenses.

4. *How Much Can I Expect to Receive?*

Defendant will pay a total sum of \$700,000 ("Maximum Settlement Amount"), which includes all settlement payments to Class Members, attorneys' fees and costs, costs of administering the Settlement, and the Class Representatives Service Award payments.

Each Participating Class Member will receive approximately \$ [REDACTED] for each pay period worked in the Class Period.

Defendant's records indicate that you worked approximately [REDACTED] pay periods during the Class Period. Based on these records, your estimated payment as a Class Member would be \$ [REDACTED].

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did the Defendant Join in This Notice?*

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. *Who Are the Plaintiffs in This Class Action?*

Dion Elliot, Valentin Lozano, Rigoberto Mendez, and Juan Lopez are the Plaintiffs and Class Representatives in this Class Action lawsuit. They are acting on behalf of themselves and on behalf of other members of the class.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Sam Brown, Esq.
KRAMER BROWN HUI LLP
3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010

Michael A. Mazzocone
601 Montgomery Street, Suite 850
San Francisco, CA 94111

Defendant's Counsel

Nicholas P. Forestiere, Esq.
Toby M. Magarian, Esq.
GURNEE MASON RUSHFORD
BONOTTO & FORESTIERE
2240 Douglas Boulevard, Suite 150,
Roseville, California 95661

8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of pay periods you worked for Defendant during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the pay period information shown above is incorrect, you must submit a written pay period dispute stating why you believe the listed pay periods are not correct. The pay period dispute must be mailed or faxed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than , 2025. You should submit to the Settlement Administrator documentation to support the number of pay periods you believe you worked during the Class Period. If there is a dispute about the pay periods you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE PAY PERIOD INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement in writing, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed or faxed to the Settlement Administrator (whose contact information is

listed below) and must be postmarked no later than [REDACTED], 2025. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for [REDACTED], 2026 at [REDACTED] a.m./p.m. in Department 23, of the Sacramento County Superior Court and discuss your objections with the Court and the Parties, whether or not you submitted a prior written objection. You may appear on your own, or through counsel retained by you at your expense. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and sign a written request to Opt-Out to the Settlement Administrator via fax or at the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be faxed or postmarked no later than [REDACTED], 2026. Late Opt-Outs will not be considered.

If you timely submit a complete and valid Opt-Out, you will no longer be a member of a Class and you will **not** be eligible to object to the terms of the Settlement or receive money under the Settlement. You will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendant.

CLASS MEMBERS WHO DO NOT EXCLUDE THEMSELVES WILL BE SUBJECT TO A BINDING JUDGMENT IN FAVOR OF D.L. MASONRY, INC. UNDER RES JUDICATA, AND THE ATTORNEYS FOR THE PROPOSED CLASS IN THE SETTLEMENT WILL CONTINUE TO REPRESENT ALL CLASS MEMBERS WHO DO NOT OPT OUT.

Effect of the Settlement on Your Rights

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims, as defined below.

“Released Parties” means David Ludlow, Defendant D.L. Masonry, Inc., and any and all of its officers, directors, shareholders, owners, employees, partners, agents, subsidiaries, related companies or agencies, parent companies or agencies, companies or agencies with common or related ownership, successors, predecessors, assigns, insurers, attorneys, owners, affiliates, ERISA plans, and current and former trustees and administrators of ERISA plans.

“Released Claims” includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for the claims that were pled in the in the lawsuit *Dion Elliot, et al. v. David Ludlow d/b/a D.L. Masonry*, Sacramento County Superior Court Case No. 34-2022-00331356, based on the factual allegations therein, that arose during the Class Period, including: all claims under California Labor Code sections 203, 226.3, 226, 226.7, 510, 512, 558, 558.1, 1174, 1193, 1194, 1197.1, 1198, 1771, 1774, 1777.5 and 2802; and any

Industrial Welfare Commission Wage Orders related to the above California Labor Code sections. The settlement class shall also waive claims under the California's Private Attorneys' General Act (Labor Code Sections 2698 and 2699 et seq) based upon violations of the California Labor Code sections in the preceding section including injunctive relief, liquidated damages, interest, fees and costs.

Your Rights With Respect to Private Attorney General Action ("PAGA"):

This Settlement also includes the resolution of claims brought by Plaintiffs on behalf of the California Labor Workforce And Development Agency, which are called Private Attorney General Actions or "PAGA" for short. You do not have the right to opt out of the PAGA settlement as that Settlement is entered into on behalf of the state.

9. *How Will the Attorneys for the Class Be Paid?*

The attorneys for the Class Representatives and the Settlement Class will be paid from the gross settlement. The attorneys are seeking a fee not to exceed \$233,333.33 as well as reimbursement of their litigation costs, up to \$13,328.11

Plaintiffs Dion Elliot, Valentin Lozano, Rigoberto Mendez and Juan Lopez are seeking a Class Representative Service Award not to exceed \$5,000 from the Settlement for their services as Class Representatives. Although there are four named Class Representatives, the combined total of all Class Representative Service Award payments will not exceed \$20,000.

The Settlement Administrator estimates that the cost of administration will not exceed \$5750.

All of these amounts are to be deducted from the gross settlement, with the remainder available for distributions to Class Members who do not Opt-Out.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Sam Brown ((213) 310-8301) or email him at sam@kbhllp.com, or contact the Settlement Administrator at the contact information listed below.

D.L. Masonry Settlement Administrator
c/o APEX CLASS ACTION ADMINISTRATION
[ADDRESS]
[PHONE NUMBER]
[WEBSITE]

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the D.L. Masonry. Settlement Administrator which is APEX CLASS ACTION ADMINISTRATION.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the Sacramento County Superior Court, the Honorable Jill Talley.