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9 Attorneys for Plaintiffs Dion Elliot,
Valentin Lozano, Rigoberto Mendez,
10 Juan Lopez and all others similarly
situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13
14 DION ELLIOT, an individual;
VALENTIN LOZANO, an individual;
15 RIGOBERTO MENDEZ, an individual;
JUAN LOPEZ, an individual, each
16 individually and on behalf of all persons
similarly situated
17

18 Plaintiffs,

19 vs.

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21 David Ludlow, an individual, d/b/a D.L.
MASONRY, a sole proprietorship; and
22 DOES 1 through 100, inclusive,
23

24 Defendants.
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CASE NO. 34-2022-00331356

CLASS ACTION

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE TO SETTLE CLASS ACTION**

1 **CLASS ACTION SETTLEMENT AGREEMENT**

2 IT IS HEREBY STIPULATED, by and among Plaintiffs DINO ELLIOT, an individual;
3 VALENTIN LOZANO, an individual; RIGOBERTO MENDEZ, an individual; and JUAN
4 LOPEZ (“hereinafter Plaintiffs”) on behalf of themselves and the Settlement Class Members, on
5 the one hand, and Defendant David Ludlow d/b/a DL Masonry (“Defendant”), on the other hand,
6 subject to the approval of the Court, that the Action is hereby being compromised and settled
7 pursuant to the terms and conditions set forth in this Class Action Settlement Agreement
8 (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this
9 reference become an integral part of this Agreement.

10 **DEFINITIONS**

- 11 1. “Action” means the matter of *Dion Elliot v. David Ludlow* (Sacramento County
12 Case No. 34-2022-0033156-CU-OE-GDS, filed on January 21, 2022.
- 13 2. “Class Counsel” means Kramer Brown Hui, LLP, Law Offices of Rob Hennig, and
14 Law Offices of Michael A. Mazzocone.
- 15 3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
16 resolution of this Action, and actual expenses and costs incurred in connection with the Action
17 paid from the Gross Settlement Amount.
- 18 4. “Class information” means information regarding Settlement Class Members that
19 Defendant will in good faith compile from their records and provide to the Settlement
20 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each
21 Settlement Class Member’s full name; last known address; last known home telephone number if
22 any; Social Security Number; start date of employment; and end date of employment. It shall be
23 provided by Defendant to the Settlement Administrator within five (5) calendar days of the
24 Court’s approval of the Preliminary Settlement.
- 25 5. “Class Period” means the period from January 21, 2018 through May 2, 2025.
- 26 6. “Class Representative Enhancement Award” means the amount that the Court
27 authorizes to be paid to the Plaintiffs from the Gross Settlement Amount, in addition to his
28 Individual Settlement Payment, in recognition of their effort and risk in assisting with the

1 prosecution of the Action.

2 7. “Court” means the Sacramento County Superior Court.

3 8. “Defendant’s Counsel” means Gurnee Mason Rushford Bonotto & Forestiere,
4 LLP.

5 9. “Final Effective Date” means the date on which the Final Judgment becomes
6 effective. It will be the latest of: (i) should an objection be filed by a class member prior to the
7 Final Approval Hearing, the expiration date of the time for the filing or noticing of any form of
8 valid appeal from the Final Judgment by any Class Member who files an objection to the
9 settlement with the Court; or (ii) should no objection be filed, the date the Court executes the
10 Final Approval Order.

11 10. The “Final Judgment” shall mean and refer to the final judgment in the above
12 action. The Parties agree to submit as the Final Judgment the form attached hereto as **Exhibit 1**,
13 subject to the missing information provided by the Parties and any changes required by the Court.

14 11. “Gross Settlement Amount” means a non-reversionary fund in the sum of Seven
15 Hundred Thousand Dollars (\$700,000) to be paid by Defendant, from which all payments for the
16 Individual Settlement Payments, PAGA Payment, PAGA Individual Settlement Payments, Class
17 Representative Enhancement Award, Settlement Administration Costs, and Class Counsel Award.
18 The Gross Settlement Amount is exclusive of the Employer Taxes, which are the separate
19 responsibility of Defendants.

20 12. “Individual Settlement Payment” means the amount payable from the Net
21 Settlement Amount to each Settlement Class Member who does not request to be excluded from
22 this Settlement.

23 13. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel
24 Award, Class Representative Enhancement Award, PAGA Payment, PAGA Settlement Fund, and
25 Settlement Administrator Costs. The Net Settlement Amount is exclusive of the employer’s share
26 of payroll taxes, which are the separate responsibility of Defendant.

27 14. “Notice” means the Notice of Pendency of Class Action Settlement (substantially
28 in the form attached as **Exhibit 2**.

1 15. “PAGA Payment” means a payment made to the California Labor and Workforce
2 Development Agency in exchange for the release of claims under the Private Attorneys General
3 Act of 2004.

4 16. “PAGA Period” means January 21, 2018 to May 1, 2025.

5 17. “PAGA Individual Settlement Payments” means the amount payable from the
6 PAGA Settlement Fund to each PAGA Settlement Member.

7 18. “PAGA Settlement Fund” means 25% of the \$20,000 allocated toward PAGA
8 penalties, with the remaining 75% paid to the LWDA.

9 19. “PAGA Settlement Members” means all non-exempt employees engaged by
10 Defendant in onsite Masonry positions at any time during the PAGA Period. Such PAGA
11 Settlement Members who elect to opt-out of the Class Settlement are still entitled to receive their
12 “PAGA Settlement Payment” – i.e. their proportional share of PAGA penalties. PAGA
13 Settlement Members includes Persons who would otherwise be Settlement Class Members, but
14 elect to opt-out of the class action portion of this settlement would still be eligible for, and would
15 receive, payment for the PAGA portion of this settlement, as there is no PAGA opt-out under
16 California law.

17 20. “PAGA Individual Settlement Payment” is a PAGA Settlement Member’s share of
18 PAGA penalties.

19 21. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
20 either Plaintiff or Defendant.

21 22. “Payment Ratio” means the respective Total Weeks Worked for each Settlement
22 Class Member divided by the sum of Total Weeks Worked for all participating Settlement Class
23 Members.

24 23. “Released Claims” means all claims under state, federal, or local law, whether
25 statutory or common law arising out of the claims expressly pleaded in the Actions and all other
26 claims not pled, such as those under the California Labor Code, applicable Wage Orders,
27 regulations, and/or other provisions of law, that could have been pleaded based on the facts
28 pleaded in the Action for unpaid wages (including without limitation overtime and double time

1 pay), meal/rest periods, wage statements, violation of Business and Professions Code §17200, et
2 seq., penalties including waiting time penalties and penalties under (arising out of the facts
3 alleged in the pleadings filed in the Action), wage statement violations, civil and statutory
4 penalties, damages (compensatory, consequential, punitive, double, triple, liquidated or
5 otherwise), Penalties Under Cal. Lab. Code Section 2698, et seq. PAGA actions interest, and
6 attorney’s fees and costs.

7 24. “Released Parties” means Defendant.

8 25. “Response Deadline” means the date 45 days after the Settlement Administrator
9 mails the Notice to Settlement Class Members and the last date on which Settlement Class
10 Members may postmark written requests for exclusion or a Notice of Objection to the Settlement.

11 26. “Settlement” means the disposition of the Action pursuant to this Agreement.

12 27. “Settlement Administration Costs” means the amount to be paid to the Settlement
13 Administrator from the Gross Settlement Amount for administration of this Settlement including
14 all costs and fees associated with calculating tax withholdings and payroll taxes and making
15 related payments to federal and state tax authorities and issuing tax forms relating to payments
16 made under the settlement; all fees and costs associated with any other payments to be made out
17 of or into the costs and fees associated with preparing any tax returns and any other filings
18 required by any governmental taxing authority or agency.

19 28. “Settlement Administrator” means Apex Class Action Administration.

20 29. “Settlement Class Members” means all current and former non-exempt masonry
21 employees employed by D.L. Masonry from January 21, 2018 to the May 2, 2025, or the date of
22 preliminary approval, whichever date comes first.

23 30. “Total Weeks Worked” means the number of weeks worked by Settlement Class
24 Members during the Class Period, as estimated by the start and end dates of employment.

25 **RECITALS**

26 31. Procedural History. On January 21, 2022, Plaintiff filed a putative class action in
27 the Superior Court of the County of Alameda.

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1 32. On May 23, 2022, Plaintiffs submitted notice to the LWDA in compliance with
2 PAGA, Cal. Lab. Code § 2699 *et seq.*, on behalf of themselves, and all non-exempt employees
3 working in on-site Masonry positions for Defendant. The notice detailed alleged violations by
4 Defendant for: (a) failure to provide lawful meal and rest periods or premium pay (Cal. Lab.
5 Code, §§ 226.7, 512 and IWC Wage Order No. 16); (b) failure to pay at least minimum wage for
6 all hours worked (Cal. Lab. Code, §§ 203, 510, 1193, 1194, 1197.1 and IWC Wage Order No.
7 16); (c) inaccurate wage statements (Cal. Lab. Code, §§ 226, 226.3, 1174 and IWC Wage Order
8 No. 16); (d) liability under Ca. Lab. Code, §§ 558 and 558.1; (e) Failure to Pay Prevailing Wages
9 (Cal. Lab. Code 1771, 1774 and 1777.5); (f) Failure to Pay Overtime (Cal. Lab. Code 510, 1194,
10 1198, Wage Order 16); Failure to Reimburse Business Expenses (Cal. Lab. Code 2802 and Wage
11 Order 16).

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13 33. Plaintiffs filed an Amended Complaint on August 2, 2022 adding a cause of action
14 under the Private Attorney General Act (“PAGA”).

15 34. Defendant filed a Motion For Change of Venue that was granted on August 16,
16 2022. The case was thereafter transferred to Sacramento County and given a new case number.

17 35. The Parties attended mediation on November 22, 2024 with Michael Ludwig. The
18 Parties reached an agreement in principle for this Settlement on May 1, 2025.

19 36. Release As to All Class Members. As of the Effective Date, Plaintiff and the
20 Settlement Class Members who are not excluded from this Settlement, on behalf of themselves
21 and each of their heirs, representatives, successors, assigns and attorneys, hereby release
22 Defendant and Released Parties from the Released Claims as consideration for Defendant’s
23 payment of the Gross Settlement Amount.

24 37. Plaintiff’s Individual General Releases. Additionally, Plaintiffs, on behalf of their
25 selves and their heirs, representatives, successors, and assigns release Defendant and the Released
26 Parties from any and all claims, demands, rights, liabilities and causes of action of every nature
27 and description whatsoever, known or unknown, asserted or unasserted, whether in tort, contract,
28 or for violation of any state or federal statute, rule, ordinance or regulation arising out of, relating

1 to, or in connection with any act or omission by or on the part of any of the Released Parties prior
 2 to the execution of this Agreement. Plaintiffs stipulate and agree that they expressly waive and
 3 relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section
 4 1542 of the California Civil Code, or any comparable provision under federal or state law, which
 5 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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 10 Plaintiffs may hereafter discover facts in addition to or different from those he now
 11 knows or believes to be true with respect to the subject matter of any claims, but shall be
 12 deemed to have, and by operation of the Judgment to have, fully, finally, and forever settled
 13 and released any and all claims, whether known or unknown, suspected or unsuspected,
 14 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory
 15 of law or equity now existing or coming into existence in the future, including, but not
 16 limited to, conduct that is negligent, intentional, with or without malice, or a breach of any
 17 duty, law or rule, without regard to the subsequent discovery or existence of such different or
 18 additional facts. Nonetheless, Plaintiffs waive and relinquish any and all rights and
 19 protections afforded to him under Section 1542 of the California Civil Code.

20 38. Tax Liability. The Parties make no representations as to the tax treatment or legal
 21 effect of the payments called for hereunder, other than that payroll taxes are to be withheld from
 22 the portion of the Individual Settlement Payments classified as wages. The responsibility for any
 23 taxes withheld from any Individual Settlement Payment lies with the individual Settlement Class
 24 Member receiving such Individual Settlement Payment. Except as specifically detailed herein,
 25 Settlement Class Members are not relying on any statement or representation by the Parties with
 26 respect to the taxability of any other Individual Settlement Payments.

27 39. Notice and Preliminary Approval of Settlement. As part of this Settlement,
 28 Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b)

1 certify a Settlement Class, (c) approve distribution of Notice to Settlement Class Members,
2 and (d) grant final approval of the Settlement. Plaintiff shall request a hearing before the
3 Court to obtain preliminary approval of the Settlement. In conjunction with the hearing,
4 Plaintiff will submit this Agreement, which sets forth the terms of this Settlement, and will
5 include a proposed Notice, as necessary to implement the Settlement. Class Counsel shall
6 also submit this Agreement to the Labor & Workforce Development Agency in compliance
7 with PAGA.

8 40. Class Counsel will prepare the Motion for Preliminary Approval.

9 41. Settlement Administration. Within 5 calendar days after the Court grants
10 preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator
11 with the Class Information for purposes of mailing the Notice to Settlement Class Members.

12 a. Notice By First Class U.S. Mail with Business Reply Mail Postage. Upon
13 receipt of the Class Information, the Settlement Administrator will perform a
14 search based on the National Change of Address Database to update and correct
15 any known or identifiable address changes. Within fifteen (15) calendar days of
16 the order granting preliminary approval, the Settlement Administrator shall mail
17 copies of the Notice to all Settlement Class Members via regular First-Class U.S.
18 Mail. The Settlement Administrator shall exercise its best judgment to determine
19 the current mailing address for each Settlement Class Member. The address
20 identified by the Settlement Administrator as the current mailing address shall be
21 presumed to be the best mailing address for each Settlement Class Member.

22 i. Undeliverable Notices. Any Notice returned to the Settlement
23 Administrator as non-delivered on or before the Response Deadline shall be
24 re-mailed to the forwarding address affixed thereto. If no forwarding address
25 is provided, the Settlement Administrator shall promptly attempt to
26 determine a correct address by use of skip-tracing, or other search using the
27 name, address and/or Social Security number of the respective Settlement
28 Class Member and perform a re-mailing if another mailing address is

1 identified by the Settlement Administrator. If a Settlement Class Member's
2 Notice is returned to the Settlement Administrator more than once as non-
3 deliverable on or before the Response Deadline, then an additional Notice
4 need not be re-mailed, and the Settlement Class Member is deemed to have
5 received Notice.

6 b. No Claim Form Necessary. All Settlement Class Members who do not
7 request to be excluded from the Settlement will receive Individual Settlement
8 Payments from the Net Settlement Amount; submission of a claim form is not
9 necessary to receive an Individual Settlement Payment. Estimated Individual
10 Settlement Payments will be stated in the Notice.

11 i. Disputes Regarding Individual Settlement Payments. Settlement
12 Class Members will have the opportunity, should they disagree with
13 Defendant's records regarding their employment dates or Total Weeks
14 Worked, to provide documentation and/or an explanation to correct the
15 information and seek modification of their estimated Individual Settlement
16 Payments. If there is a dispute, the Settlement Administrator will consult
17 with the Parties to determine whether an adjustment is warranted. The
18 Settlement Administrator shall determine the eligibility for, and the amounts
19 of, any Individual Settlement Payments under the terms of this
20 AGREEMENT. The Settlement Administrator's determination of the
21 eligibility for and amount of any Individual Settlement Payment shall be
22 final and binding upon the Settlement Class Members and the Parties.

23 ii. Disputes Regarding Administration of Settlement. Any disputes not
24 resolved concerning the administration of the Settlement will be resolved by
25 the Court, under the laws of the State of California. Prior to any such
26 involvement of the Court, counsel for the Parties will confer in good faith to
27 resolve the disputes without the necessity of involving the Court.

28 c. Exclusions. The Notice shall state that Settlement Class Members who

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wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must: (1) contain the name, address, and telephone number of the person requesting exclusion, (2) be signed by the Settlement Class Member; (3) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) state the Settlement Class Member’s intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Judgment entered in this Action if the Settlement is finally approved by the Court.

i. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all Settlement Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit requests for exclusion from the Settlement.

ii. No later than thirty (30) calendar days after the Response Deadline, the Settlement Administrator will provide Defendant with an accounting of all payments and awards payable from the Gross Settlement Amount.

d. Objections. The Notice shall state that Settlement Class Members who

wish to object to the Settlement may mail to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the return envelope shall be the exclusive means for determining whether a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member, and (2) the specific basis for the objection. Class Counsel shall include all objections received and Plaintiff’s response(s) with Plaintiff’s motion for final approval of the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to have their objections heard at the Final Approval/Settlement Fairness Hearing. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

e. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either Notices of Objection to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court’s Final Judgment.

42. Funding and Allocation of Gross Settlement Amount. Defendant shall pay \$700,000 towards the Gross Settlement Amount as follows: \$600,000 of the Gross Settlement Amount of \$700,000 to be deposited in an interest-bearing account set up by the Settlement Administrator no later than ten days after the Court grants final approval of the settlement. Defendant shall pay the remaining \$100,000 via 12 monthly installments, the first of which shall be due 30 days after final approval. \$20,000 of the gross settlement amount shall be designated as the PAGA fund. Payments from the Gross Settlement Amount shall be made, as specified in this AGREEMENT and approved by the Court, for: (1) Individual Settlement Payments to Settlement Class Memobers who do not request to be excluded, (2) Class Representative Enhancement Award, (3) Class Counsel Award, (4) PAGA Payment, (5) PAGA Individual Settlement Payments, and (6) the Settlement Administration Costs.

a. Individual Settlement Payments. Individual Settlement Payments will be

1 paid from the Net Settlement Amount and shall be paid pursuant to the terms set
2 forth herein. Individual Settlement Payments shall be mailed by regular First-Class
3 U.S. Mail to the respective Settlement Class Member's last known mailing address
4 within 10 business days after the Effective Date. Individual Settlement Payments
5 will be allocated as follows: 15% as wages (subject to W-2 IRS withholdings and
6 payroll taxes). Defendant shall pay the employer's share of any payroll taxes or
7 withholdings separate and apart from the Gross Settlement Amount), and the
8 balance as penalties and interest (to be reported on 1099s). Any checks issued to
9 Settlement Class Members shall remain valid and negotiable for one hundred and
10 eighty (180) days from the date of their issuance.

11 i. Calculation of Individual Settlement Payments other than PAGA
12 payments. Defendant will provide Plaintiff sufficient information to
13 calculate available Individual Settlement Payments other than PAGA
14 payments to all Settlement Class Members. This information includes the
15 dates of employment of each Settlement Class Member. For each
16 Settlement Class Member, the Total Weeks Worked will be calculated. The
17 respective Total Weeks Worked for each Settlement Class Member will be
18 divided by the Total Weeks Worked for all Settlement Class Members,
19 resulting in the Payment Ratio for each Settlement Class Member. Each
20 Settlement Class Member's Payment Ratio is then multiplied by the Net
21 Settlement Amount to determine his or her Individual Settlement Payment.
22 Each Individual Settlement Payment will be reduced by any legally
23 mandated deductions or withholdings for each Settlement Class Member.
24 Settlement Class Members are not eligible to receive any compensation
25 under the Settlement other than Individual Settlement Payments and/or
26 PAGA Individual Settlement Payments.

27 ii. Calculation of PAGA Individual Settlement Payments. Defendants
28 will provide to the Settlement Administrator sufficient information to

1 calculate PAGA Individual Settlement Payments to all PAGA Settlement
2 Members, including those who opted out of the Class and Individual
3 Settlement Payments. This information includes the dates of employment
4 of each PAGA Settlement Member and the number of weeks in which each
5 PAGA Settlement Member performed work. For each Settlement Class
6 Member, the Total Weeks Worked in the PAGA period will be calculated.
7 The respective Total Weeks Worked for each PAGA Settlement Member
8 will be divided by the Total Weeks Worked in the PAGA period for all
9 PAGA Settlement Member, resulting in the Payment Ratio for each PAGA
10 Settlement Member. Each Settlement PAGA Settlement Member's
11 Payment Ratio is then multiplied by the PAGA Settlement Fund to
12 determine his or her PAGA Individual Settlement Payment. Each PAGA
13 Individual Settlement Payment will be reduced by any legally mandated
14 deductions or withholdings for each Settlement Class Member. Settlement
15 Class Members are not eligible to receive any compensation under the
16 Settlement other than Individual Settlement Payments and/or PAGA
17 Individual Settlement Payments. For PAGA Settlement Members who opt-
18 out of the Class Settlement, these PAGA Settlement Payments will be
19 allocated as penalties (to be reported on 1099s).

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21 b. Cy Pres Charity. In accordance with California Rule of Civil Procedure
22 section 384, any unpaid cash residue or unclaimed or abandoned class member
23 funds, plus any accrued interest that has not otherwise been distributed pursuant to
24 order of this Court, shall be paid to Legal Aid at Work, a nonprofit organization
25 that furthers the objectives and purposes underlying this Action and that provides
26 civil legal services to the indigent.

27 c. Class Representative Enhancement Award. Subject to Court approval, in
28 exchange for the release of all Released Claims, a general release under

1 Section 1542 of the California Civil Code, and for their time and effort in bringing
2 and prosecuting this matter, Plaintiffs shall be paid from the Gross Settlement
3 Amount up to Five Thousand Dollars (\$5,000.00), subject to Court approval. The
4 Class Representative Enhancement Award shall be paid to Plaintiffs from the
5 Gross Settlement Amount no later than 10 calendar days following the date on
6 which the settlement is funded in accordance with Paragraph 39. Any portion of
7 the requested Class Representative Enhancement Award that is not awarded to the
8 Class Representative shall be part of the Net Settlement Amount and shall be
9 distributed to Settlement Class Members as provided in this Agreement. The
10 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiffs for
11 their Class Representative Enhancement Award. Plaintiff shall be solely and
12 legally responsible to pay any and all applicable taxes on his Class Representative
13 Enhancement Award and shall hold harmless Defendant and Released Parties from
14 any claim or liability for taxes, penalties, or interest arising as a result of the Class
15 Representative Enhancement Award. The Class Representative Enhancement
16 Award shall be in addition to the Plaintiffs' Individual Settlement Payment as a
17 Settlement Class Member.

18 d. Class Counsel Award. Class Counsel may apply for an award of attorneys'
19 fees not to exceed \$233,333.33, or one-third of the Gross Settlement Amount.
20 Class Counsel may apply for an award of the reimbursement of actual costs of up
21 to \$13,328.11, subject to submission of records to the Court, associated with Class
22 Counsel's prosecution of this Action from the Gross Settlement Amount, and
23 Class Counsel agrees not to appeal any award of attorneys' fees or costs. Any
24 portion of the requested Class Counsel Award that is not awarded to Class Counsel
25 shall be part of the Net Settlement Amount and distributed to Settlement Class
26 Members as provided in this Agreement. So long as there are no objections, Class
27 Counsel shall be paid any Court-approved fees and costs no later than 10 calendar
28 days after the Effective Date. Class Counsel shall be solely and legally responsible

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to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys’ fees and costs.

e. PAGA Payment. \$20,000 shall be allocated to the release of Plaintiffs’ PAGA claim. From that allocation, the Settlement Administrator shall make the PAGA Payment to the California Labor and Workforce Development Agency in the amount of \$15,000. The PAGA Payment will be paid from the Gross Settlement Amount within ten (10) calendar days after the Effective Date following the date on which the settlement is funded in accordance with Paragraph 46. The remaining \$5,000 of the amount allocated to the release of Plaintiffs’ PAGA claim shall be included as part of the PAGA Settlement Amount for payment to PAGA Settlement Class Members.

f. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The capped cost of administration for this Settlement is Five thousand seven hundred fifty Dollars (\$5,750.00). The Settlement Administrator shall provide the Parties with a declaration to support the cost of administration. The Settlement Administrator shall be paid the Settlement Administration Costs no later than ten (10) calendar days following the date on which the settlement is funded in accordance with Paragraph 42. The Settlement Administrator, on Defendant’s behalf, shall have the authority and obligation to make payments, credits and disbursements, including in the manner set forth herein, to Settlement Class Members, calculated in accordance with the methodology set out in this Agreement and orders of the Court.

i. The Parties agree to cooperate in the Settlement Administration

1 process and to make all reasonable efforts to control and minimize the
2 costs and expenses incurred in administration of the Settlement. The Parties
3 each represent they do not have any financial interest in the Settlement
4 Administrator or otherwise have a relationship with the Settlement
5 Administrator that could create a conflict of interest.

6 ii. The Settlement Administrator shall be responsible for: processing
7 and mailing payments from Defendant to the Plaintiff, Class Counsel, and
8 Settlement Class Members; printing and mailing the Notice to the
9 Settlement Class Members, as directed by the Court; receiving and
10 reporting the requests for exclusion and Notices of Objection submitted by
11 Settlement Class Members; distributing all tax forms for payments under
12 this Agreement; providing declaration(s) and reports as necessary in
13 support of preliminary and final approval of this Settlement; and other
14 tasks as the Parties mutually agree or the Court orders the Settlement
15 Administrator to perform both before and after distribution of the Gross
16 Settlement Amount. The Settlement Administrator shall keep the Parties
17 timely apprised of the performance of all Settlement Administrator
18 responsibilities.

19 g. No person shall have any claim against Defendant, Defendant’s Counsel,
20 Plaintiff, Settlement Class Members, Class Counsel or the Settlement
21 Administrator based on distributions and payments made in accordance with this
22 Agreement.

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24 43. Final Settlement Approval Hearing and Entry of Final Judgment. Upon
25 expiration of the Response Deadline, with the Court’s permission, a Final
26 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
27 Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the
28 Class Representative Enhancement Award, (iii) Individual Settlement Payments, (iv) the

1 Settlement Administration Cost, (v) PAGA Settlement Fund, and (vi) the PAGA Payment.
2 Pursuant to California Rule of Court 3.769(h), after granting final approval, the Court shall
3 retain jurisdiction over the Parties to enforce the terms of the judgment.

4 44. Option to Terminate Settlement. If more than ten percent (10%) of all
5 Settlement Class Members submit written requests for exclusion from the Settlement,
6 Defendant shall have, in its sole discretion, the option to terminate this Settlement. In such
7 case, Defendant's Counsel will notify Class Counsel of the decision to terminate the
8 Settlement within 10 calendar days following a final report by the Settlement Administrator
9 of the number of requests for exclusion. Further, to the extent Defendant has made any
10 payments under this Agreement, all payments shall be fully refunded to Defendant, except
11 that any fees already incurred by the Settlement Administrator shall be paid Defendant, and
12 the Parties shall proceed in all respects as though this Agreement had not been executed.

13 45. Nullification of Settlement Agreement. In the event: (i) the Court does not
14 enter an order for preliminary approval; (ii) the Court does not enter an order for final
15 approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not
16 triggered, (v) the LWDA intervenes and/or objects to the Settlement, or (vi) the Settlement
17 does not become final for any other reason, this Settlement Agreement shall be null and void
18 and any order or judgment entered by the Court in furtherance of this Settlement shall be
19 treated as void from the beginning. In such case, Defendant shall not make any payment
20 under this Agreement, and the Parties shall proceed in all respects as if this Agreement had
21 not been executed, except that any fees already incurred by the Settlement Administrator
22 shall be paid by the Parties in equal shares. In such a case, this Agreement or its related
23 exhibits is not admissible in evidence, nor may it be used in discovery.

24 46. No Effect or Trigger on Employee Benefits. Amounts paid to Plaintiff or other
25 Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable
26 earnings and shall not trigger or have any effect on the eligibility for, or calculation of, any
27 of the employee earnings, benefits (e.g., vacations, holiday pay, retirement plans, etc.) or
28 bonuses of the Plaintiff or Settlement Class Members.

1 47. No Admission by Defendant. Defendant denies any and all claims alleged in
2 this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or
3 admission of any liability or wrongdoing by Defendant, and it shall not be used against
4 Defendant as an admission with respect to any claim of fault, concession or omission by
5 Defendant in this or any other proceeding.

6 48. Exhibits and Headings. The terms of this Agreement include the terms set
7 forth in the attached exhibits, which are incorporated by this reference as though fully set
8 forth herein. The exhibits to this Agreement are an integral part of the Settlement; however,
9 the terms of this Agreement control in case of conflict. The descriptive headings of any
10 paragraphs or sections of this Agreement are inserted for convenience of reference only.

11 49. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
12 Action, except such proceedings necessary to implement and complete the Settlement,
13 pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

14 50. Amendment or Modification. This Agreement may be amended or modified
15 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

16 51. Entire Agreement. This Agreement and the attached exhibits constitute the
17 entire Agreement among these Parties, and no oral or written representations, warranties or
18 inducements have been made to any Party concerning this Agreement or its exhibits other
19 than the representations, warranties and covenants contained and memorialized in the
20 Agreement and its exhibits.

21 52. Authorization to Enter into Settlement Agreement. While the decision to enter
22 this Agreement is the Parties' alone, Counsel for the Parties warrant and represent they have
23 been and are expressly authorized by the Party whom they each represent to negotiate this
24 Agreement, and to take all appropriate actions required or permitted to be taken by such
25 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
26 documents required to effectuate the terms of this Agreement, following the Parties'
27 execution of this Agreement. The Parties and their counsel will cooperate with each other
28 and use their best efforts to effect the implementation of the Settlement. In the event the

1 Parties are unable to reach an agreement on the form or content of any document needed to
2 implement the Settlement, or on any supplemental provisions that may become necessary to
3 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or
4 mediator to resolve such disagreement. The person signing this Agreement on behalf of
5 Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf
6 of Defendant. The person signing this Agreement on behalf of Plaintiff represents and
7 warrants that he is authorized to sign this Agreement and that he has not assigned any claim,
8 or part of a claim, covered by this Settlement to a third-party.

9 53. Binding on Successors and Assigns. This Agreement shall be binding upon,
10 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
11 defined.

12 54. California Law Governs. All terms of this Agreement and the exhibits hereto
13 shall be governed by and interpreted according to the laws of the State of California.

14 55. Counterparts. This Agreement may be executed in one or more counterparts
15 and/or electronically. All executed counterparts together shall be deemed to be one and the
16 same instrument.

17 56. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
18 Settlement is a fair, adequate and reasonable settlement of this Action under the
19 circumstances unique to the Parties and have arrived at this Settlement after extensive arms-
20 length negotiations, taking into account all relevant factors, present and potential.

21 57. Jurisdiction of the Court. In accordance with California Rule of Court
22 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the
23 interpretation, implementation and enforcement of the terms of this Agreement and all orders
24 and judgments entered in connection therewith, and the Parties and their counsel hereto
25 submit to the jurisdiction of the Court for purposes of interpreting, implementing and
26 enforcing the Settlement embodied in this Agreement and all orders and judgments entered
27 in connection therewith.

28 58. Invalidity of Any Provision. In the event that any word, paragraph, clause, or

1 portion of this Agreement is deemed illegal or unenforceable, it shall be stricken, and the
2 remainder of the Agreement shall be enforced. Before declaring any provision of this
3 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
4 extent possible consistent with applicable precedents so as to define all provisions of this
5 Agreement valid and enforceable.

PLAINTIFFS

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Date: 8/11/2025 _____

Signed by:
Dion Elliott
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DION ELLIOT

Date: _____

VALENTIN LOZANO

Date: _____

RIGOBERTO MENDEZ

Date: _____

JUAN LOPEZ

1 portion of this Agreement is deemed illegal or unenforceable, it shall be stricken, and the
2 remainder of the Agreement shall be enforced. Before declaring any provision of this
3 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
4 extent possible consistent with applicable precedents so as to define all provisions of this
5 Agreement valid and enforceable.

PLAINTIFFS

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8 Date: _____

DION ELLIOT

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10 Date: 8/21/2025 _____

DocuSigned by:


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VALENTIN LOZANO

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12 Date: _____

RIGOBERTO MENDEZ

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14 Date: _____

JUAN LOPEZ

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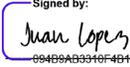
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6 **PLAINTIFFS**

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8 Date: _____
9 DION ELLIOT

10 Date: _____
11 VALENTIN LOZANO

12 Date: _____
13 RIGOBERTO MENDEZ

14 Date: 8/21/2025
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PLAINTIFFS

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12 Date: 8/11/2025
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CLASS COUNSEL
KRAMER BROWN HUI LLP
MICHAEL A. MAZZOCONE ATTORNEY AT
LAW
LAW OFFICES OF ROB HENNIG

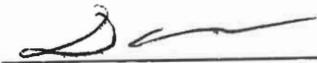
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Mike Mazzocone
Rob Hennig
Sam Brown
Attorneys for the Class Members

DEFENDANT

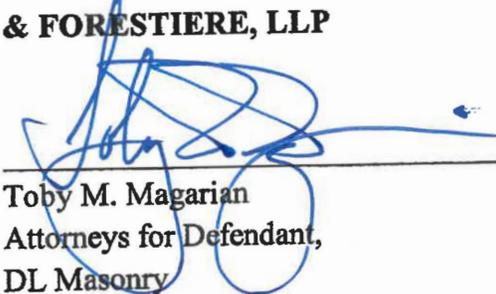
Date: 10/17/25



David Ludlow
Owner, DL Masonry

GURNEE MASON RUSHFORD BONOTTO
& FORESTIERE, LLP

Date: 10/17/25



Toby M. Magarian
Attorneys for Defendant,
DL Masonry