

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Tani G. Cantil-Sakauye Courthouse, Department 8A

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

Court Attendant: M. Aria

CSR: None

34-2022-00331356-CU-OE-GDS

May 15, 2026

9:00 AM

Dion Elliot vs. David Ludlow

MINUTES

APPEARANCES:

Defendant David Ludlow represented by Toby Magurian, appearing for Jay L Whitee.

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement

The above-entitled matter came before this Court for a motion for final approval of class action settlement with the above-named counsel present and appearing remotely via Zoom.

There being no objections from any parties the court affirms the tentative ruling.

TENTATIVE AFFIRMED

Plaintiffs Dion Elliot, Valentin Lozano, Rigoberto Mendez, and Juan Lopez's (collectively, "Plaintiffs") motion for final approval of class and representative action settlement is UNOPPOSED and TENTATIVELY GRANTED pending the final fairness hearing.

Overview

On January 21, 2022, Plaintiffs initiated this wage and hour action by filing a class action complaint in Alameda County Superior Court. On August 2, 2022, Plaintiffs filed the operative first amended complaint to add a representative claim pursuant to the Private Attorneys General Act ("PAGA"). On August 16, 2022, the action was transferred to this Court. Plaintiffs allege the following causes of action against Defendant David Ludlow dba D.L. Masonry ("Defendant"): (1) failure to pay all wages owed at least semi-monthly; (2) failure to pay overtime compensation; (3) failure to reimburse business expenses; (4) failure to pay minimum wage; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to provide all required meal breaks; (8) failure to provide rest periods; (9) failure to pay prevailing wage; (10) unfair business practices; and (11) penalties pursuant to PAGA.

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The Parties engaged in informal and formal discovery prior to mediation. (Brown Decl., ¶ 15.) The Parties attended a mediation on November 22, 2024 with Michael Ludwig. (*Id.* at ¶ 14.) The Parties reached a settlement after further negotiations on May 1, 2025 and thereafter entered into a written settlement agreement. (*Id.* at ¶ 14, 20, Exh. 1 (“Agreement”).)

On January 16, 2026, the Court granted preliminary settlement approval. Plaintiffs now seek final approval of this class and PAGA settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

Settlement Class Certification

The Court preliminarily certified the following settlement class: all current and former non-exempt masonry employees employed by D.L. Masonry from January 21, 2018 to the May 2, 2025. (Agreement, ¶ 29.)

On February 26, 2026, the Settlement Administrator mailed the Class Notice to 182 Class Members. (Tran Decl., ¶ 9, Exh. A.) There were 32 returned Notices as undeliverable, and after the Settlement Administrator performed skip tracing, 16 updated addresses were obtained and Notices were re-mailed. (*Id.* at ¶¶ 10-12.) Sixteen Class Notices have been considered undeliverable as no updated address was found despite skip tracing. (*Id.* at ¶ 12.)

As of April 22, 2026 – after the response deadline – there were no requests for exclusion, objections, or workweek disputes. (*Id.* at ¶¶ 13-15.) Given the participation rate is 100%, the Court intends to certify the proposed classes for settlement purposes only.

Aggrieved Employees

Aggrieved Employees are defined in the Agreement as: all non-exempt employees engaged by Defendant in onsite Masonry positions at any time from January 21, 2018 to May 1, 2025. (Agreement, ¶¶ 16, 19.) There are 182 Aggrieved Employees who worked a total of 13,551 PAGA Weeks during the PAGA Period. (Tran Decl., ¶ 18.)

Plaintiffs’ counsel gave notice of the settlement to the Labor and Workforce Development Agency (“LWDA”). (Brown Decl., ¶ 45, Exh. 9.)

Class Representative

The Court intends to appoint Plaintiffs as Class Representative for settlement purposes only.

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Class Counsel

The Court intends to appoint Kramer Brown Hui LLP and Michael A. Mazzocone, Attorney at Law as Class Counsel for settlement purposes only.

Fair, Adequate and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In making its fairness determination, the Court considers the strength of the Plaintiffs’ case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, and the experience and views of counsel. (*Ibid.*) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt out settlement. Defendant will pay the Gross Settlement Amount (“GSA”) of \$700,000. (Agreement, ¶ 11.) Defendant will separately pay any employer-side payroll taxes owed on the wage portion of class payments. (*Ibid.*) The following will be paid out of the GSA: (1) individual class member payments; (2) an enhancement award to each Class Representative of up to \$5,000; (3) attorneys’ fees equaling up to one-third of the GSA (\$233,333.33) and litigation costs not to exceed \$13,328.11 to Class Counsel; (4) a PAGA Penalty of \$20,000 (75% of which will be paid to the LWDA and 25% of which will be paid to PAGA Settlement Members); and (5) settlement administration costs not to exceed \$5,750. (*Id.* at ¶¶ 11, 42(a)-(f).)

The settlement will be funded through periodic payments. Defendant will deposit \$600,000 in an interest-bearing account set up by the settlement administrator no later than 10 days after the Court grants final settlement approval. (Agreement, ¶ 42.) Defendant will pay the remaining \$100,000 via 12 monthly installments, the first of which will be due 30 days after final settlement approval. (*Ibid.*)

For tax purposes, individual Class Member payments will be treated as follows: 20% wages and 80% non-wages, expense reimbursement, interest, and penalties. (Agreement, ¶ 3.2(e)(i).) PAGA Payments will be treated entirely as penalties. (*Id.* at ¶ 3.2(d)(i).) The funds from settlement checks that remain uncashed more than 180 days after issuance will be sent to Legal Aid at Work as the *cy pres* recipient. (*Id.* at ¶ 5.4.) The estimated average settlement payment is \$2,239.50. (Brown Decl., ¶ 26.)

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Attorneys' Fees and Costs

Plaintiffs request an attorneys' fee award of \$233,333 – equal to one-third of the GSA. (Brown Decl., ¶ 28.) The Court finds an award of \$233,333 is appropriate and reasonable.

Plaintiffs request an award of litigation costs in the amount of \$13,328.11. (Brown Decl., ¶ 38, Exh. 7.) The Court finds the claimed costs are reasonable and intends to award the amount requested.

Enhancement

Plaintiffs seek an enhancement award to each Class Representative of \$5,000 (\$20,000 total - \$5,000 to Dion Elliot, Valentin Lozano, Rigoberto Mendez, and Juan Lopez, respectively). (Eliot Decl., ¶¶ 5-9; Lozano Decl., ¶¶ 5-9; Mendez Decl., ¶¶ 5-9; Lopez Decl., ¶¶ 5-9.) **The Court notes that Plaintiffs supporting declarations appear to be unsigned by the Plaintiffs. The Court intends to award the amount requested upon the condition that Plaintiffs file signed supporting declarations before the hearing.**

Settlement Administration Expenses

Plaintiffs seek \$5,750 for administration expenses. (Tran Decl., ¶ 20.) The Court intends to award the amount requested.

Disposition

The Court tentatively finds that the settlement is fair, reasonable and adequate in light of all of the circumstances presented in the moving papers. Provided that no objection is asserted by any class member at the hearing on this matter, the Court anticipates granting final settlement approval and signing the proposed order and judgment submitted with the moving papers **under the condition that Plaintiffs file signed supporting declarations before the hearing. If Plaintiffs fail to do so, the Court will strike the language “enhancement payments” from Paragraph 29 of the Proposed Order.** The Court also intends to award attorneys' fees, litigation costs, settlement administration costs, and an enhancement award in the amounts requested.

The Court sets a settlement compliance hearing for December 18, 2026, at 10:30 a.m., in this department. At least **15** days prior to the hearing, counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearances will be required.

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Counsel for Plaintiffs is directed to notice all parties of this order.

Status Conference re: settlement compliance is scheduled for 12/18/2026 at 10:30 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.

By: */s/ T. Shaddix*
T. Shaddix, Deputy Clerk
Minutes of: 05/15/2026
Entered on: 05/18/2026