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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

Defendants.

CASE NO. 34-2022-00331356

<u>CLASS ACTION</u>

DECLARATION OF SAM BROWN

Date Filed: January 21, 2022
Department: 23

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

DECLARATION OF SAM BROWN

I, Sam Brown, declare as follows:

1. I am an individual over the age of 18. I am an attorney of record for Plaintiffs DION ELLIOT, VALENTIN LOZANO, RIGOBERTO MENDEZ, and JUAN LOPEZ ("Plaintiffs") in this action.

2. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

EDUCATION, PROFESSIONAL BACKGROUND, AND RECOGNITION

3. I graduated from the University of California Los Angeles, in 2007 with a bachelor of arts degree in English.

4. I received my law degree from the University of Southern California-Gould School of Law in 2015 where I was Order of the Coif in recognition of my being ranked in the top 10% of my class. I was also a Saks Mental Health Scholar in 2014, as well as the Public Interest Law Student of the Year in 2015. I received multiple American Jurisprudence awards for receiving the top score in courses, including Labor Law, Administrative Law, and International Criminal Law. I also received High Honors grades in several courses, including Evidence, Torts, Employment Law, Civil Rights Law, First Amendment, and Business Organizations. I took the Bar Exam during July, 2015 and passed the Bar and was admitted to the practice of law in January, 2016.

5. After law school I was hired as a law clerk and then an associate attorney at a firm then called Hennig & Ruiz PC. From 2017 to 2018 I was a Law Clerk to the Honorable George Wu, Federal District Court Judge in the Central District of California. I returned to the firm thereafter, where I have worked since. I was named partner in what is now called Kramer Brown Hui LLP, a Plaintiff's side employment law firm. In total, with the exception of my one year federal clerkship I have spent my entire practice representing individuals and classes in employment and civil rights claims in state and federal court.

6. I am a member of the California Employment Lawyers Association, the Federal

Bar Association, and Taxpayers Against Fraud (TAF).

TRIAL AND CLASS ACTION LITIGATION QUALIFICATIONS

7. I was appointed class counsel or co-counsel in *Duarte v. Precision Tile, Inc.* (Alameda County case number RG19012316) in 2023.

8. I was appointed class counsel for settlement purposes in *Moran v. Knights Flooring, Inc.* (Alameda County Superior Court Case No. HG20078102).

9. I have had success in prevailing in litigation that goes to a verdict. I have been second chair in the following successful cases:

A. In *Self v. Equinox Holdings, Inc., et al.*, after a short bench trial, the Court rendered a final judgment on or about February 15, 2017 in favor of Plaintiff that Equinox had an illegal "no hire" mutual agreement with SoulCycle that prevented our client from obtaining a position at SoulCycle (L.A.S.C. Case No. BC561279).

B. In *Saxton v. Sourceasy, Inc*., a jury verdict of $1,200,000.00 was obtained on September 14, 2018 based upon Mr. Saxton's claims of fraudulent inducement to move (violation of Cal. Lab. Code § 970) (San Francisco Superior Court Case No. CGC-16-554302).

C. In *Torres v. County of Riverside*, a jury verdict of $147,500.00 was obtained in February of 2023, based upon Mr. Torres' FEHA-Retaliation claims (Riverside Superior Court Case No. CVRI 2000003.

10. I have had multiple six figure settlements in single Plaintiff employment law cases. I represented Annette Sierra in the case of *Sierra v. City of Los Angeles* that resulted in a settlement of approximately $825,000 in December 2023. I represented Randy Adams in the case of *Adams vs. Riverside Transit Authority* that resulted in a settlement of $550,000 in 2020.

11. I have never been disqualified to serve as an attorney in any lawsuit, including any class action litigation.

12. I am not aware of any issue that would prevent me from acting as class counsel. If appointed as class counsel, I could fairly prosecute this case on behalf of the class up to and including trial.

PROCEDURAL HISTORY

13. This case was filed as a class action on January 21, 2022 in Alameda County. A first amended complaint was filed on August 2, 2022. Defendant filed a Motion For Change of Venue that was granted on August 16, 2022. The case was thereafter transferred to Sacramento County. As defined by the operative pleading, the class is compromised of: All persons who are employed or who have been employed by Defendant D.L. Masonry within the State of California in on-site masonry positions from four (4) years prior to the filing of the Initial Complaint to the present. The class period is January 21, 2018 through May 2, 2025.

14. The Parties participated in mediation on November 22, 2024 with Michael Ludwig. The Parties reached an agreement following extensive negotiations after the mediation on or around May 1, 2025.

15. The Parties have engaged in intensive investigation and formal and informal discovery into the factual and legal claims presented in the complaint. Plaintiffs took the deposition of DL Masonry owner David Ludlow and exchanged a considerable amount of information and documentation. Hundreds of pages of documents were produced, reviewed, and analyzed. Outside of formal discovery, my co-counsel and I have conducted an investigation into the claims asserted in the complaint, which included interviews with numerous current and former employees of Defendants. The parties also apprised each other of their respective factual contentions, legal theories, and defenses. Additionally, during the course of their information exchange, the Parties have engaged in good faith, arms-length negotiations aimed at settling their dispute.

16. The settlement is an excellent result for the class. The settlement occurred as a result of extensive arm's-length negotiations by experienced counsel after formal and informal discovery was exchanged between the Parties. Most importantly, the settlement will result in significant financial benefit to the participating claimants, under terms that are by any measure fair, reasonable and adequate. The settlement is also fair, reasonable and adequate.

17. The settlement for each participating class member is fair, reasonable and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation.

18. As noted, the settlement represents a compromise seeking to compensate class members for alleged unpaid wages as well as for amounts for breaks they claim not to have properly received. It also compensates the individual named Plaintiffs for their claims and provides them with an additional incentive payment, thus taking into consideration the risks, time, effort, and expenses incurred by them in coming forward to provide invaluable information, negotiate, and litigate this matter on behalf of all class members. Plaintiffs can and will adequately represent the class in this matter. Plaintiffs have no actual or potential conflict of interest that would hinder the prosecution of this matter on behalf of this class. Plaintiffs have aggressively and competently asserted the interests of the class members. They have worked to act in the best interests of the potential class as a whole, rather than themselves.

19. The Stipulation sets forth all terms of the agreement reached by the Parties, which include, among other things, that the class members may recover payments reflecting wages which they allege should have been paid to them as well as amounts for breaks they allege they should have, but did not, receive, and other related penalties and damages.

20. Attached as **Exhibit E** is a true and correct copy of the Stipulation prepared by the parties and signed by all necessary parties. The Stipulation specifically contains the following Scope of Release:

a. Class Release: The Scope of Release contained within the Stipulation only includes class claims “that were or could be asserted in the lawsuit based on the facts alleged in the complaint” and thus complies with *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538-539.

b. PAGA Release: The Scope of Release also specifically includes PAGA penalties based on violations that “that were or could be asserted in the lawsuit based on the facts alleged in the complaint” and thus complies with *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

21. I requested bids from well-known and well-respected settlement administrators Apex and ILYM Group. I recommend accepting the bid from Apex because of their reputation and the competitiveness of the bid of $5,750. It is my understanding based on my interactions with Apex that it is qualified and respected and is used by may firms for class action administration. It is my understanding they have the require insurance and data security based on their track record and reputation.

CLASS COUNSEL'S ESTIMATES AND EXPERT DAMAGES ANALYSIS

22. Based on information provided by Defendants, Plaintiffs learned there were approximately 150-200 class members.

23. Plaintiff hired a reputable damages expert firm—Employstats—in anticipation of mediation. Employstats provided a limited damages model that Class Counsel built off of to create a complete damages estimate.

24. Based on the available data, estimated damaged calculations from the expert model, are as follows:

- **Rest Period Subclass**: $406,530.12
- **Meal Period Subclass**: $1,170,000
- **Unpaid Overtime Subclass**: $ 250,726.50
- **Unpaid Wages (total) Subclass**: $ 328,007.28
- **Wage Statement Subclass:** $ 60,000
- **Waiting Time Penalties:** $ 900,000
- **Unpaid Reimbursement Subclass:** $108,000
- **17200 Class (derivative/double recovery)**

25. Taking into consideration the likelihood of prevailing and the risks at trial, my estimate of the range of damages likely to be awarded at trial is $2,000,000 to $3,000,000. This range is due in part to the fact that only some of Plaintiffs' claim, such as the failure to reimburse and failure to pay overtime at the applicable rate. have a strong likelihood of success on the merits of the action and/or at certification. Additional risks would exist at the class certification stage for fact-based claims like off-the-clock work and missed meal and rest breaks. In this case,

there is also a risk the amount awarded would prove uncollectable due to Defendants' financial status as a construction business without substantial liquid capital or assets. This risk is clear given our review of Defendant's assets, and the assets of their owner. Defendant's status as a sole proprietorship makes this risk even higher.

26. Plaintiffs' claim for rest period violations is based on the allegations that Defendants failed to permit class members to take the two ten-minute rest breaks per 8 hour shift required by law. Plaintiffs allege that Defendant implemented and maintained an unwritten policy pursuant to which class members were prohibited from taking rest breaks, and/or their rest breaks would be interrupted as needed. Using a damages model based on data received on a representative sample of class members' time and payroll records, along with expert analysis, Plaintiffs estimate the full exposure on these violations is approximately $406,530.12.

27. Plaintiffs' claim for meal period violations is based on allegations that at least 1 time per week, class members were not permitted to take an uninterrupted 30-minute rest break. Using a damages model based on data received on a representative sample of class members' time and payroll records, and assuming one lunch break per month—an assumption based on information obtained during Plaintiffs' investigation—Plaintiffs estimate the full exposure on these violations is approximately $1,170,000.

28. Plaintiffs' claim for unpaid overtime and regular wages are based on allegations that Defendant required class members to arrive onsite prior to their regular staring shift time of 6:00am and begin their setup 15 minutes prior. Plaintiffs further allege that they were required to stay beyond their scheduled end time for approximately 15 minutes and were not paid for this time. Using a damages model based on data received on a representative sample of class members' time and payroll records, along with expert analysis, Plaintiffs estimate the full exposure on these violations is approximately $ 328,007.28. Plaintiffs unpaid overtime theory is also based on Defendant's failure to pay 1.5X the weighted weekly average for overtime on weeks in which class members earned two rates (one a higher prevailing wage rate). This theory is strong on liability and certification but is relatively small because of the relative infrequency of the occurrence.

29. Plaintiffs unpaid overtime theory is also based on Defendant's failure to pay 1.5X the weighted weekly average for overtime on weeks in which class members earned two rates (one a higher prevailing wage rate). This theory is strong on liability and certification but is relatively small because of the relative infrequency of the occurrence. For this sub-theory of overtime pay, the estimates damages are $10,474.02.

30. Plaintiffs' claim for failure to provide accurate wage statements to Class members is derivative of the claims set forth above. Plaintiffs allege that due to Defendants' failure to (1) pay meal and rest break premiums for missed meal and rest breaks; (2) pay for all time worked prior and post shift; and (3) the proper overtime rate, Defendant failed to accurately list gross wages and net wages earned by Class Members. Using a damages model based on data received on a representative sample of class members' time and payroll records, Plaintiffs estimate the full exposure on these violations is approximately $60,000.

31. Plaintiffs' claim for waiting time penalties is also derivative of the claims above, and based on data received on a representative sample of class members' time and payroll records, Plaintiffs estimate the full exposure on these violations is approximately $ 900,000.

32. Plaintiffs' failure to reimburse claims is based on allegations that Defendant required Class Members to use their personal cell phones for work throughout their shifts and did not pay any reimbursement. Based upon investigation into comparable reimbursements paid in other cases, Plaintiffs estimate that the full exposure for cell phone reimbursement claims would be approximately $108,000. Plaintiffs also alleged a failure to reimburse for certain tools and driving. However, based upon discovery and research those reimbursements were either not required by law based on Class Members salary (tools) and/or were extremely rare.

33. Plaintiffs' 17200 Claims are derivative of the claims above. Under this statute Plaintiffs would be limited to restitution for unpaid wages and reimbursements. However, they would not be entitled to that restitution in addition to damages on those claims.

34. Based upon the damages calculations and time the case has been litigated, the tax treatment requested in the stipulation, specifically that class member amounts are divided as 15% wages, and 85% penalties and interest is reasonable.

35. The gross settlement amount is $700,000. After deducting the class representative payments to be applied for ($20,000), the class counsels' fees to be applied for ($233,333.00), the class counsels' expenses to be applied for ($13,328.11), the settlement administrator's reasonable fees and expenses ($5,750), that leaves a net settlement fund of $440,917.000 to divide among the class members based on the total weeks worked.

a. If a class member worked the entire period at issue, their potential award would be approximately $ 11,022.93.

b. Possible recoveries to each class member, based on their respective workweeks worked, range from $ 59.02 - $ 11,022.93.

c. PAGA Valuation: The parties assigned $20,000 to the PAGA claims. The PAGA value of $ 20,000 was derived based on the relative strengths of the PAGA bearing claims and the length of the PAGA period. Key to this analysis was the fact that Plaintiffs' claims with the strongest likelihood of success on the merits were reimbursement claims and Weighted Weekly Average violations. The former claims do not bring PAGA penalties and the latter claims were infrequent in terms of pay periods. As such, most of the PAGA penalties come from meal and rest break claims and off-the-clock work claims that Plaintiffs face the highest risk of failing to prove.

36. Named Class representatives participated in this action by being interviewed by Class Counsel, providing documents, preparing for their depositions, and, in the case of several, sitting for their depositions. For that reason, we are requesting $5,000 each in the form of a class member award.

37. The funding and payment will proceed as agreed upon in the settlement agreement. Specifically, Defendant will fund $600,000 of the total settlement within ten calendar days of Final Approval. The Defendant will then make 12 monthly payments of $8,333.33 to the administrator, with the first such payment being due 30 days after Final Approval. The parties will work with the settlement administrator—prior to final approval—on a distribution schedule for the $100,000 that is being paid over time and will include those details along with the final

approval papers. Any guidance or preference from the Court would be appreciated if the Court has any.

38. After reasonable inquiries, Plaintiffs' counsel is unaware of any other actions arising out of the same facts pled here.

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

40. Attached hereto and incorporated herein as Exhibit A is the proposed Class Notice shared with the Defendant. The Notice includes specific language informing Class and PAGA members that they do <u>not</u> have a right to opt out of the PAGA Settlement.

41. Attached hereto and incorporated herein as Exhibit B is the Request for Exclusion form shared with the Defendant.

42. Attached hereto and incorporated herein as Exhibit C is the Objection and Notice Form shared with the Defendant.

43. Attached hereto and incorporated herein as Exhibit D is a quote from Apex, the parties agreed upon.

44. Attached hereto and incorporated herein as Exhibit F is an itemized list of class counsel's costs incurred of $13,343.05. We are only seeking $13,328.11.

45. Pursuant to Sacramento Local Rule 2.99.05 I have reviewed the "Checklist for Class Action And/Or Private Attorneys General ("PAGA") Settlements. It is my belief that Plaintiffs' moving papers comply with that checklist, including those concerning class administration and notice and the proposed order. Any missing information on the notice is information not yet available until the class administration process begins upon preliminary approval.

46. I have submitted, concurrently to this filing, all necessary information to the LWDA online portal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and, if called to testify, I could and would competently testify to the above facts.

Executed this the 22nd day of December, 2025 at Arrowhead, California.

SAM BROWN

Exhibit A

<u>NOTICE OF CLASS ACTION SETTLEMENT</u>

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 <u>not</u> 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

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 $_____ for each pay period worked in the Class Period.

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

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 **_______________, 2025**. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for ______________________, 2026 at ______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 **__________, 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.

<u>Your Rights With Respect to Private Attorney General Action ("PAGA")</u>:

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 Lopezare 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 <u>combined total</u> 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.

Exhibit B

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE CLASS ACTION SETTLEMENT OF THE ACTION KNOWN *Dion Elliot, et al. v. David Ludlow d/b/a D.L. Masonry.* SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SACRAMENTO, CASE NO. 34-2022-00331356. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS SETTLEMENT AMOUNT.

I do not wish to participate in the proposed class action settlement. I do not wish to give David Ludlow d/b/a D.L. Masonry. a release of the claims pled in *Dion Elliot, et al. v. David Ludlow d/b/a D.L. Masonry* (Sacramento County Case No. 34-2022-00331356). I understand I will not receive any payment under the terms of the proposed class action.

Date:____________________

Signature:________________________________

Print Name:______________________________

Residence Street Address:____

City, State and Zip Code:____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**DATE**]. Send this signed request for exclusion form to the Settlement Administrator:

Dion Elliot, et al. v. David Ludlow d/b/a D.L. Masonry
Settlement Administrator
____
____

Exhibit C

<u>OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT</u>

ONLY COMPLETE THIS OBJECTION FORM <u>IF YOU WANT TO OBJECT TO</u> THE CLASS ACTION SETTLEMENT OF THE ACTION KNOWN AS *Dion Elliot, et al. v. David Ludlow d/b/a D.L. Masonry.* SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SACRAMENTO, CASE NO. 34-2022-00331356. If you object to the settlement, you are telling the Court why you think that the terms of the proposed settlement of the class action is improper. If you object to the settlement and the Court still approves the settlement, you will still be bound by the terms that the Court approves, and you will still receive your share of the settlement.

I wish to object to the proposed settlement. I understand that, if the Court approves the settlement over my objection(s), I will still be bound by the terms of the proposed class action settlement.

I wish to make the following objection(s) to the proposed class action settlement, and the reasons for the objection(s) are:

____
____
____
____

[Additional pages may be attached.]

Date:____________________

Signature:________________________________

Print Name:______________________________

Residence Street Address:____

City, State and Zip Code:____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**DATE**]. Send this signed objection form to the Settlement Administrator:

Dion Elliot, et al. v. David Ludlow d/b/a D.L. Masonry
Settlement Administrator
____
____

Exhibit D

Quotation Request:
Samuel Brown
Kramer Brown Hui LLP
sam@kbhllp.com
213.310.8301

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Case Name:	**Eliot v. DL Masonry**
Date:	Wednesday, August 6, 2025
RFP Number:	18840001

Settlement Specifications	
Estimated Class Size:	**150**
Certified Language Translation:	**Yes**
Static Settlement Website	**No**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	2	$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$425.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.50	150	$225.00
USPS First Class Postage	Per Piece	$0.78	150	$117.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	30	$60.00
Receive and Process Undeliverable Mail	Per Hour	$75.00	0.5	$37.50
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	1	$75.00
NCOA Address Update (USPS)	Static Rate	$48.50	1	$48.50
Certified Language Translation: Spanish	Static Rate	$1,200.00	1	$1,200.00
			Sub Total:	$1,883.00
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$55.00	1	$55.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$55.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.50	150	$225.00
USPS First Class Postage	Per Piece	$0.78	150	$117.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.00	15	$30.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	4	$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,000.00	1	$1,000.00
			Sub Total:	$2,292.00
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	1	$135.00
Project Management Reconciliation	Per Hour	$100.00	1	$100.00
Declarations	Per Hour	$120.00	2	$240.00
			Sub Total:	$475.00
			WILL NOT EXCEED:	**$5,750.00**

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit E

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

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3600 Wilshire Blvd., Suite 1908
Los Angeles, CA 90010
Telephone: (213) 310-8301
Fax: (213) 310-8302

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

Defendants.

CASE NO. 34-2022-00331356

<u>CLASS ACTION</u>

JOINT STIPULATION OF SETTLEMENT AND RELEASE TO SETTLE CLASS ACTION

CLASS ACTION SETTLEMENT AGREEMENT

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

DEFINITIONS

1. "Action" means the matter of *Dion Elliot v. David Ludlow* (Sacramento County Case No. 34-2022-0033156-CU-OE-GDS, filed on January 21, 2022.

2. "Class Counsel" means Kramer Brown Hui, LLP, Law Offices of Rob Hennig, and Law Offices of Michael A. Mazzocone.

3. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.

4. "Class information" means information regarding Settlement Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name; last known address; last known home telephone number if any; Social Security Number; start date of employment; and end date of employment. It shall be provided by Defendant to the Settlement Administrator within five (5) calendar days of the Court's approval of the Preliminary Settlement.

5. "Class Period" means the period from January 21, 2018 through May 2, 2025.

6. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to the Plaintiffs from the Gross Settlement Amount, in addition to his Individual Settlement Payment, in recognition of their effort and risk in assisting with the

prosecution of the Action.

7. "Court" means the Sacramento County Superior Court.

8. "Defendant's Counsel" means Gurnee Mason Rushford Bonotto & Forestiere, LLP.

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

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

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

12. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member who does not request to be excluded from this Settlement.

13. "Net Settlement Amount" means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Award, PAGA Payment, PAGA Settlement Fund, and Settlement Administrator Costs. The Net Settlement Amount is exclusive of the employer's share of payroll taxes, which are the separate responsibility of Defendant.

14. "Notice" means the Notice of Pendency of Class Action Settlement (substantially in the form attached as **Exhibit 2**.

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

16. "PAGA Period" means January 21, 2018 to May 1, 2025.

17. "PAGA Individual Settlement Payments" means the amount payable from the PAGA Settlement Fund to each PAGA Settlement Member.

18. "PAGA Settlement Fund" means 25% of the $20,000 allocated toward PAGA penalties, with the remaining 75% paid to the LWDA.

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

20. "PAGA Individual Settlement Payment" is a PAGA Settlement Member's share of PAGA penalties.

21. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant.

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

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

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

24. "Released Parties" means Defendant.

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

26. "Settlement" means the disposition of the Action pursuant to this Agreement.

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

28. "Settlement Administrator" means Apex Class Action Administration.

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Undeliverable Notices. Any Notice returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security number of the respective Settlement Class Member and perform a re-mailing if another mailing address is identified by the Settlement Administrator. If a Settlement Class Member's Notice is returned to the Settlement Administrator more than once as non-deliverable on or before the Response Deadline, then an additional Notice need not be re-mailed, and the Settlement Class Member is deemed to have received Notice.

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

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

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

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

i. <u>Calculation of Individual Settlement Payments other than PAGA payments.</u> Defendant will provide Plaintiff sufficient information to calculate available Individual Settlement Payments other than PAGA payments to all Settlement Class Members. This information includes the dates of employment of each Settlement Class Member. For each Settlement Class Member, the Total Weeks Worked will be calculated. The respective Total Weeks Worked for each Settlement Class Member will be divided by the Total Weeks Worked for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions or withholdings for each Settlement Class Member. Settlement Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments and/or PAGA Individual Settlement Payments.

ii. <u>Calculation of PAGA Individual Settlement Payments</u>. Defendants will provide to the Settlement Administrator sufficient information to calculate PAGA Individual Settlement Payments to all PAGA Settlement Members, including those who opted out of the Class and Individual Settlement Payments. This information includes the dates of employment of each PAGA Settlement Member and the number of weeks in which each PAGA Settlement Member performed work. For each Settlement Class Member, the Total Weeks Worked in the PAGA period will be calculated. The respective Total Weeks Worked for each PAGA Settlement Member will be divided by the Total Weeks Worked in the PAGA period for all PAGA Settlement Member, resulting in the Payment Ratio for each PAGA Settlement Member. Each Settlement PAGA Settlement Member's Payment Ratio is then multiplied by the PAGA Settlement Fund to determine his or her PAGA Individual Settlement Payment. Each PAGA Individual Settlement Payment will be reduced by any legally mandated deductions or withholdings for each Settlement Class Member. Settlement Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments and/or PAGA Individual Settlement Payments. For PAGA Settlement Members who opt-out of the Class Settlement, these PAGA Settlement Payments will be allocated as penalties (to be reported on 1099s).

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

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

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

d. Class Counsel Award. Class Counsel may apply for an award of attorneys' fees not to exceed $233,333.33, or one-third of the Gross Settlement Amount. Class Counsel may apply for an award of the reimbursement of actual costs of up to $13,328.11, subject to submission of records to the Court, associated with Class Counsel's prosecution of this Action from the Gross Settlement Amount, and Class Counsel agrees not to appeal any award of attorneys' fees or costs. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement. So long as there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than 10 calendar days after the Effective Date. Class Counsel shall be solely and legally responsible 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 process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLAINTIFFS

Date: 8/11/2025 ___________________________

Signed by: Dion Elliott
A3A14807743248C...
____
DION ELLIOT

Date: ___________________________

____
VALENTIN LOZANO

Date: ___________________________

____
RIGOBERTO MENDEZ

Date: ___________________________

____
JUAN LOPEZ

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

PLAINTIFFS

Date: ____________________ ____________________
DION ELLIOT

Date: 8/21/2025 DocuSigned by: C3C9F4A9B2824AF...
VALENTIN LOZANO

Date: ____________________ ____________________
RIGOBERTO MENDEZ

Date: ____________________ ____________________
JUAN LOPEZ

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

PLAINTIFFS

Date: ______________________ ______________________
DION ELLIOT

Date: ______________________ ______________________
VALENTIN LOZANO

Date: ______________________ ______________________
RIGOBERTO MENDEZ

Date: 8/21/2025 Signed by: Juan Lopez 094B3AB3310F4B1...
JUAN LOPEZ

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

PLAINTIFFS

Date: ______________________ ______________________
DION ELLIOT

Date: ______________________ ______________________
VALENTIN LOZANO

Date: 8/11/2025 Signed by: RM 5CEF5096201C425...
RIGOBERTO MENDEZ

Date: ______________________ ______________________
JUAN LOPEZ

CLASS COUNSEL
KRAMER BROWN HUI LLP
MICHAEL A. MAZZOCONE ATTORNEY AT LAW
LAW OFFICES OF ROB HENNIG

Date: 12/9/2025

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

Exhibit F

Date	Category	Description	Charge
1/24/2022	Filing Fee	Civil Case Cover Sheet, Summons, Complaint	$ 1,496.84
1/31/2022	Filing Fee	Proof of Personal Service	$ 19.51
1/31/2022	Filing Fee	Civil case Cover Sheet, Summons, Complaint, Notice of CMC	$ 82.36
7/21/2022	Filing Fee	Memorandum of Points & Authroties; Declaration	$ 23.11
7/21/2022	Filing Fee	Declaration	$ 23.11
8/2/2022	Filing Fee	Amended Complaint	$ 15.96
8/3/2022	Filing Fee	First Amended Complaint	$ 23.11
8/16/2022	Filing Fee	Supplemental Opposition	$ 23.11
8/18/2022	Translator	Bel-Air West Letter toPutative Class Members English/Spanish	$ 125.00
9/13/2022	Filing Fee	Joint Status Conference Statement	$ 16.95
7/31/2023	Filing Fee	Joint Status Conference Statement	$ 16.95
10/4/2023	Filing Fee	Joint Case Management Statement	$ 195.70
10/4/2023	Filing Fee	Courtesy Copy Delivery: Joint CMS	$ 36.05
1/5/2024	Filing Fee	Joint Case Management Statement and Courtesy Copy Delivery	$ 251.75
4/2/2024	Filing Fee	Joint Case Management Statement	$ 13.34
4/5/2024	Filing Fee	Courtesy Copy Delivery: Joint CMS	$ 108.15
4/22/2024	Court Reporting	Deposition of David Ludlow	$ 1,824.45
4/27/2024	Court Reporting	Video of Deposition of David Ludlow	$ 604.00
7/29/2024	Filing Fee	Joint Case Management Statement	$ 13.34
8/28/2024	Filing Fee	Notice of Change of Firm Name	$ 13.91
9/30/2024	Mediation	Mediation Fee	$ 5,500.00
1/22/2025	Expert	Consulting Fee: Damages Model	$ 2,887.50
4/8/2025	Filing Fee	Joint Case Management Statement	$ 13.91
8/4/2025	Filing Fee	Joint Case Management Statement	$ 14.94
			$ 13,343.05