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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

BRANDYN SCOTTO and ANGEL
RODRIGUEZ, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

vs.

COVI CONCRETE CONSTRUCTION, INC., a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2023-01351136-CU-OE-CXC
Related Case No. 30-2024-01396787-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Dept.: CX102
Judge: Layne H. Melzer

Date: September 11, 2025
Time: 2:00 p.m.
Reservation No. 74583065

1 This matter having come before the Superior Court of the State of California, in and for the
2 County of Orange, on September 11, 2025, at 2:00 p.m., with Jean-Claude Lapuyade, Esq., of JCL Law
3 Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Joanna Ghosh, Esq., Vartan
4 Madoyan, Esq., and Scarlet Tunney, Esq. of Lawyers for Justice, PC, as counsel for Plaintiff BRANDYN
5 SCOTTO, Kane Moon, Esq. of Moon Law Group, PC as counsel for Plaintiff ANGEL RODRIGUEZ,
6 and Jonathan P. Cothran, Esq. of Bremer Whyte Brown & O'Meara LLP, appearing for Defendant COVI
7 CONCRETE CONSTRUCTION, INC. ("Defendant"). The Court initially issued a tentative ruling
8 conditionally granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
9 Settlement, pending submission of amendments to the Settlement Agreement and supplemental
10 declaration of counsel addressing various identified issues. Following Plaintiffs' timely submission of the
11 required supplemental materials addressing the Court's concerns, the Court, having carefully considered
12 the briefs, argument of counsel, the supplemental submissions, and all the matters presented to the Court,
13 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action
14 and PAGA Settlement.

15 **IT IS HEREBY ORDERED:**

16 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
17 Claims and Release of Claims, as Amended by the Parties, a true and correct copy of the Agreement is
18 attached to the Declaration of Jaclyn M. Joyce, Esq. (Docket No. 98) as Exhibit "2" ("Settlement
19 Agreement" or "Agreement"). This is based on the Court's determination that the Settlement Agreement
20 is within the range of possible final approval, pursuant to the provisions of Section 382 of the California
21 Code of Civil Procedure and California Rules of Court, Rule 3.769.

22 2. This Order incorporates by reference the definitions in the Agreement, and all terms
23 defined therein shall have the same meaning in this Order as set forth in the Agreement.

24 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
25 Defendant shall pay is One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00).
26 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
27 and reasonable as to the entire Class, when balanced against the probable outcome of further litigation
28 relating to certification, liability, and damages issues. It further appears that investigation and research

1 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
2 positions. It further appears to the Court that settlement at this time will avoid substantial additional
3 costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
4 of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious,
5 and non-collusive arms-length negotiations.

6 4. The Court preliminarily finds that the Settlement appears to be within the range of
7 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has
8 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
9 that the monetary settlement awards made available to the Settlement Class are fair, adequate, and
10 reasonable, when balanced against the probable outcome of further litigation relating to certification,
11 liability, and damages issues.

12 5. The Agreement specifies an award of Attorneys' Fee and Costs not to exceed one-third of
13 the Gross Settlement Amount currently estimated to be Four Hundred Thousand Dollars and Zero Cents
14 (\$400,000.00) **and** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars
15 and Zero Cents (\$30,000.00), and a proposed Service Awards to the Class Representatives, Brandyn
16 Scotto and Angel Rodriguez, in an amount not to exceed \$10,000.00 each (\$20,000.00 total). While
17 these awards appear to be within the range of reasonableness, the Court will not approve the Class
18 Counsel Award or Service Awards until the Final Approval Hearing.

19 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
20 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
21 proceeding should this Settlement not become final. For settlement purposes only, the Court
22 conditionally certifies the following Class:

23 "All current and former hourly-paid or non-exempt employees who
24 worked for Covi Concrete Construction, Inc. within the State of
25 California at any time between September 26, 2019, to November 20,
26 2024."

27 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
28 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is

ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative will fairly and adequately protect the interests of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as the representative of the Class Members.

8. For settlement purposes only, the Court provisionally appoints Plaintiffs Brandyn Scotto and Angel Rodriguez as the representatives of the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, A.P.C., Shani Zakay, Esq., of the Zakay Law Group, APLC, Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq., Vartan Madoyan, Esq., of Lawyers for Justice, PC, and Kane Moon, Esq. of Moon Law Group, PC as Class Counsel for the Class.

10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of Class Action Settlement and Final Hearing Date (“Class Notice”) attached to the Settlement Agreement as Exhibit “A”. The Court finds the Notice appears to fully and accurately inform the Class and Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class member to be excluded from the Settlement Class by submitting a written request for exclusion, and of each Class member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice, substantially in the manner and form set forth in the Agreement and this Order, meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The Class Data means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted

as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment; workweeks worked during the Class Period; and pay periods worked during the PAGA Period. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all 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 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 Class Member.

12. The Settlement provides for a PAGA Payment of Sixty Thousand Dollars and Zero Cents (\$60,000.00) to be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act. Seventy-five percent (75%) of the PAGA Payment, totaling Forty-Five Thousand Dollars (\$45,000.00), shall be paid to the California Labor and Workforce Development Agency ("LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment, totaling Fifteen Thousand Dollars (\$15,000.00), shall be distributed to the Aggrieved Employees as their pro-rata share based on their respective PAGA Payment Ratios as defined in the Settlement Agreement.

13. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members or, in the case of a re-mailed Class Notice, not more than thirty (30) calendar days after the original Response Deadline. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. 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

1 and any final judgment entered in this Action if the Settlement is approved by the Court. No later than
2 fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide
3 counsel for the Parties with a final list of the Class Members who have timely submitted written requests
4 for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
5 members of the Class to submit requests for exclusion from the Settlement. The Court shall have final
6 say over the validity and authenticity of any Requests for Exclusion submitted by Class Members.

7 14. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class
8 Members who wish to object to the Settlement may submit to the Settlement Administrator a written
9 statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing
10 shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The
11 Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the
12 case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement
13 Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the
14 basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final
15 Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in
16 writing in the manner specified above may still make their objections orally at the Final
17 Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will
18 have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard
19 by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties
20 or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections
21 to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written
22 request for exclusion may not object to the Settlement. Class Members may not object to the PAGA
23 Payment.

24 15. A hearing on Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement
25 and Plaintiff’s Motion for Class Counsel Award and Service Awards shall be held before this Court on
26 **March 27, 2026, at 2:00 PM** in Department CX-102 of the Orange County Superior Court to determine
27 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
28 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and

1 should be finally approved by the Court; whether an Order Granting Final Approval should be entered
2 herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate
3 and reasonable to the Class; and to finally approve the Class Counsel Award, Service Awards, and the
4 Settlement Administration Costs. Class Counsel and Plaintiffs shall use best efforts to file with the Court
5 a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days
6 following the expiration of the Response Deadline, which motion shall request final approval of the
7 Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award,
8 the PAGA Payment, and the Settlement Administration Costs.

9 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
10 be construed as a concession or admission by Defendant in any way, and shall not be used as evidence
11 of, or used against Defendant as, an admission or indication in any way, including with respect to any
12 claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
13 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
14 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
15 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
16 received as, or deemed to be evidence for any purpose adverse to the Defendant, including, but not
17 limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
18 fault, wrongdoing, omission, concession or damage.

19 17. In the event the Settlement does not become effective in accordance with the terms of the
20 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
21 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
22 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
23 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
24 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
25 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

26 18. Pending final determination of whether the Settlement should be approved, the Class
27 Representative and all members of the Class are barred and enjoined from filing, commencing,
28 prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution

1 of any lawsuit, action, arbitration, administrative or regulatory proceeding, or any other proceeding,
2 in any forum, asserting any claims that are, or relate in any way to, the Class Representative's Released
3 Claims or the Class's Released Claims, unless and until they submit a timely request for exclusion
4 pursuant to the Agreement.

5 19. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to the Class. The Court retains
7 continuing jurisdiction to consider all further applications arising out of or connected with the proposed
8 Settlement, pursuant to CCP § 664.6 and CRC 3.769(h).

9 **IT IS SO ORDERED.**

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11 DATED:

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13 JUDGE OF THE SUPERIOR COURT
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