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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

**[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

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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, having carefully considered the
8 briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby
9 GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action
12 Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of
13 which is attached to the Declaration of Jean-Claude Lapuyade, Esq. as Exhibit "1". This is based on the
14 Court's determination that the Settlement Agreement is within the range of possible final approval,
15 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules
16 of Court, Rule 3.769.

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

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
20 Defendant shall pay is One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00).
21 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
22 and reasonable as to the entire Class, when balanced against the probable outcome of further litigation
23 relating to certification, liability, and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial additional
26 costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
27 of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious,
28 and non-collusive arms-length negotiations.

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

7 5. The Agreement specifies an award of Attorneys' Fee and Costs not to exceed one-third of
8 the Gross Settlement Amount currently estimated to be Four Hundred Thousand Dollars and Zero Cents
9 (\$400,000.00) **and** Attorneys' Expenses supported by declaration not to exceed Thirty Thousand Dollars
10 and Zero Cents (\$30,000.00), and a proposed Service Awards to the Class Representatives, Brandyn
11 Scotto and Angel Rodriguez, in an amount not to exceed \$10,000.00 each (\$20,000.00 total). While
12 these awards appear to be within the range of reasonableness, the Court will not approve the Class
13 Counsel Award or Service Awards until the Final Approval Hearing.

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

18 "All current and former hourly-paid or non-exempt employees who
19 worked for Covi Concrete Construction, Inc. within the State of
20 California at any time between September 26, 2019, to November 20,
21 2024."

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common
25 questions of law and fact predominate, and there is a well-defined community of interest amongst the
26 Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are
27 typical of the claims of the Class; (d) the Class Representative will fairly and adequately protect the
28 interests of the Class; (e) a class action is superior to other available methods for the efficient

1 adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class
2 Representative in his individual capacity and as the representative of the Class Members.

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

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

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

19 11. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator. No
20 later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the
21 Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to
22 the Class Members. The Class Data means information regarding Class Members that Defendant will
23 in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted
24 as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address;
25 Social Security Number; start dates and end dates of employment; workweeks worked during the Class
26 Period; and pay periods worked during the PAGA Period. No later than twenty-one (21) calendar days
27 after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the
28 Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator

1 shall exercise its best judgment to determine the current mailing address for each Class Member. The
2 address identified by the Settlement Administrator as the current mailing address shall be presumed to
3 be the best mailing address for each Class Member.

4 12. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
6 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
7 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
8 Settlement Administrator mails Notice Packets to Class Members or, in the case of a re-mailed Class
9 Notice, not more than fifteen (15) calendar days after the original Response Deadline. Any Class
10 Member who requests to be excluded from the Settlement Class will not be entitled to an Individual
11 Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to
12 object, appeal or comment thereon. However, any Class Member that submits a timely request for
13 exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of
14 the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the
15 Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and
16 timely written request for exclusion on or before the Response Deadline shall be bound by all terms of
17 the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court.
18 No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator
19 shall provide counsel for the Parties with a final list of the Class Members who have timely submitted
20 written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or
21 otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

22 13. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class
23 Members who wish to object to the Settlement may submit to the Settlement Administrator a written
24 statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing
25 shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The
26 Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the
27 case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement
28 Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the

basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

14. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Award and Service Awards shall be held before this Court on _____ at ____ AM in Department CX-103 of the Orange County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service Awards, and the Settlement Administration Costs. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the

1 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
2 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
3 received as, or deemed to be evidence for any purpose adverse to the Defendant, including, but not
4 limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
5 fault, wrongdoing, omission, concession or damage.

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

13 17. Pending final determination of whether the Settlement should be approved, the Class
14 Representative and all members of the Class are barred and enjoined from filing, commencing,
15 prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution
16 of any lawsuit, action, arbitration, administrative or regulatory proceeding, or any other proceeding,
17 in any forum, asserting any claims that are, or relate in any way to, the Class Representative's Released
18 Claims or the Class's Released Claims, unless and until they submit a timely request for exclusion
19 pursuant to the Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
21 and all dates provided for in the Agreement without further notice to the Class and retains jurisdiction
22 to consider all further applications arising out of or connected with the proposed Settlement.

23 **IT IS SO ORDERED.**

24 DATED: _____

25 JUDGE OF THE SUPERIOR COURT
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