

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

FREDERICO MONCADA, an individual, on
behalf of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

SUBZERO CONSTRUCTORS, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 30-2022-01246372-CU-OE-CXC

**Order Granting Preliminary Approval of
Class and PAGA Action Settlement**

Complaint Filed: February 16, 2022

Trial Date: None Set

Hearing Date: March 14, 2025

Hearing Time: 1:30 p.m.

Dept.: CX102

Judge: Hon. Layne H. Melzer

[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT

This matter came for hearing on March 14, 2025, at 1:30 p.m., regarding unopposed *Motion for Preliminary Approval of Class Action and PAGA Settlement* (the “Motion”) filed by Plaintiff Federico Moncada (“Plaintiff”), which seeks preliminary approval of the parties’ proposed settlement agreement, as amended. The original *Class Action and PAGA Settlement Agreement and Class Notice* (the “Original Settlement Agreement”) is attached as **Exhibit 1** to the *Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement* (ROA No. 120). The parties’ amendment to the Original Settlement Agreement, titled *Amendment to the Class Action and Paga Settlement Agreement and Class Notice* (“Settlement Amendment”) is attached as **Exhibit 1** to the *Supplemental Declaration of Kyle D. Smith in Support of Motion for Order Granting Preliminary Approval of Class Action and PAGA Settlement* (ROA 147). The Original Settlement Agreement and the Settlement Amendment are together referred to in this order as the “Settlement Agreement” in this order. Both documents are incorporated into this order by reference.

Having considered the Settlement Agreement, all papers and proceedings held herein, and having reviewed the entire record in this action, the Court hereby finds and orders:

1. The Court grants Plaintiff leave file the overlength brief attached to the Motion.
2. All terms used in this order shall have the same meaning as defined in the Motion, unless otherwise defined in this order.
3. The Court grants preliminary approval of the Settlement Agreement.
4. The Court preliminarily certifies the “Class” defined as: “All individuals who are or were employed by Defendants as nonexempt employees in California during the period from February 16, 2018, through January 3, 2025.” The Court preliminarily deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

1 5. The Court also approves the definition of the “Aggrieved Employees” defined as: “All
2 individuals who are or were employed by Defendants as non-exempt employees in California during
3 the period from February 6, 2021, through January 3, 2025.”

4 6. The resolution set forth in the Settlement Agreement appears to be fair, adequate, and
5 reasonable to the Class, including the payment of the non-reversionary gross settlement amount of
6 **\$150,000.00** (“Gross Settlement Amount”) by Defendant.

7 7. The Settlement Agreement, including the Gross Settlement Amount, falls within the
8 range of reasonableness and is presumptively valid, subject only to any objections that may be raised
9 at the final fairness hearing and final approval by this Court.

10 8. The Court preliminarily approves the following deductions from the Gross Settlement
11 Amount:

12 A. The Court preliminarily approves a deduction from the Gross Settlement
13 Amount of up to \$8,000.00 to Simpluris, Inc., the Settlement Administrator, and preliminarily
14 finds this amount to be fair and reasonable.

15 B. The Court preliminarily approves a deduction from the Gross Settlement
16 Amount of up to \$50,000.00 to Plaintiffs’ counsel as attorneys’ fees and preliminarily finds
17 this amount to be fair and reasonable considering the benefit obtained for the Class.

18 C. The Court preliminarily approves a deduction from the Gross Settlement
19 Amount of up to \$15,000.00 in litigation costs to Plaintiffs’ counsel, subject to an accounting
20 of Plaintiff’s counsel’s costs at final approval.

21 D. The Court preliminarily approves a deduction from the Gross Settlement
22 Amount of up to \$10,000.00 to Plaintiff Federico Moncada, in addition to any amount he may
23 be entitled to as a Class Member and/or Aggrieved Employee, as service payments requested
24 by Plaintiff. The Court notes, however, that this amount is more than amount typically
25 awarded by the Court. At final approval, Plaintiff and counsel must submit declarations
26 describing circumstances to justify this enhancement and addressing factors set forth in *Golba*
27 *v. Dick’s Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272, and *Clark v. Am.*
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1 *Residential Servs., LLC* (209) 175 Cal.App.4th 785, 804. Plaintiff must provide an estimate of
2 the hours he spent on this litigation.

3 E. The Court preliminarily approves a deduction from the Gross Settlement
4 Amount of \$10,000.00 as the allocation for penalties under the Labor Code Private Attorneys
5 General Act of 2004, with 75% thereof (i.e., \$7,500.00) to be paid to the California Labor and
6 Workforce Development Agency in accordance with the terms of the Settlement Agreement
7 and the remainder (i.e., \$2,500.00) to the Aggrieved Employees if the Settlement Agreement
8 is finally approved.

9 9. This Court approves, as to form and content, the proposed class notice attached as
10 **Exhibit B** to the Settlement Amendment (“Class Notice”) to be distributed to the Class Members
11 pursuant to the Settlement Agreement in substantially the same form. The Court approves the
12 procedure for Class Members to participate in, to opt out of, and to object to the settlement as set
13 forth in the Settlement Agreement.

14 10. The Court directs the mailing of the Class Notice by first class mail to the Class
15 Members in accordance with the implementation schedule set forth below. The Court finds the dates
16 selected for the mailing and distribution of the Class Notice, as set forth in the implementation
17 schedule, meet the requirements of due process and constitute the best notice practicable under the
18 circumstances and due and sufficient notice to all persons entitled thereto.

19 11. The Court confirms Plaintiff Federico Moncada as class representative.

20 12. The court confirms Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillon of
21 Melmed Law Group P.C. as class counsel.

22 13. The Court appoints Simpluris, Inc. as the settlement administrator.

23 14. To facilitate administration of the Settlement Agreement pending final approval, the
24 court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or
25 administrative proceedings (including filing claims with the Division of Labor Standards
26 Enforcement of the California Department of Industrial Relations) regarding the claims to be released
27 by the Settlement Agreement, unless and until such Class Members have filed valid requests for
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1 exclusion with the Settlement Administrator and the time for filing claims with the Settlement
2 Administrator has elapsed.

3 15. The Court orders the following implementation schedule for further proceedings:
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5 a.	Deadline for Defendant to Submit Class List to the Settlement Administrator	[Within fifteen (15) calendar days of this order.]
6 b.	Deadline for Settlement Administrator to Mail Notice Packets to all Class Members	[Within fourteen (14) calendar days of receipt of the Class Data from Defendants.]
7 c.	Deadline for Class Members to Submit Workweeks Challenges	[Within sixty (60) days after mailing of the Class Notice, or an additional forty-five (45) days for those individuals sent a re-mailed Class Notice.]
8 d.	Deadline for Class Members to Submit Requests for Exclusion	[Within sixty (60) days after mailing of the Class Notice, or an additional forty-five (45) days for those individuals sent a re-mailed Class Notice.]
9 e.	Deadline for Class Members to Submit Any Objections to Settlement	[Within sixty (60) days after mailing of the Class Notice, or an additional forty-five (45) days for those individuals sent a re-mailed Class Notice.]
10 f.	Deadline for Settlement Administrator to Provide Class Counsel with Declaration of Due Diligence	[At least fourteen (14) calendar days prior to the deadline for Plaintiff's motion for final approval to be filed.]

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20 16. A final fairness hearing on the question of whether the proposed Settlement
21 Agreement, the attorneys' fees and costs to Plaintiff's counsel, and Plaintiff's service award should
22 be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled as
23 follows:

24 A. **Time:** September 18, 2025, at 2:00 p.m.

25 B. **Location:**

26 Orange County Superior Court

27 Civil Complex Center, Department CX-102
28

751 West Santa Ana Boulevard
Santa Ana, California 92701

17. If any of the dates in this implementation schedule fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

18. The Court retains continuing jurisdiction over the Action and the terms and conditions of the Settlement Agreement pursuant to California Rule of Civil Procedure § 664.6 and California Rule of Court 3.769(h).

IT IS SO ORDERED.



Dated: **April 10, 2025**

HON. LAYNE H. MELZER

Judge of the Superior Court, County of Orange