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

FEDERICO 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 Limited Liability Company; and
DOES 1 TO 50,

Defendants.

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

**[Proposed] Order Granting Final Approval of
Class Action Settlement and Final Judgment**

Date: September 18, 2025

Time: 2:00 p.m.

Dept.: CX-102

Judge: Hon. Layne H. Melzer

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1. The Court grants Plaintiff leave to file the overlength brief attached to the Motion.
2. All terms used in this order shall have the same meanings given as those terms are used or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement Agreement as amended, is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Final Approval of Class Action Settlement* as **Exhibit 1** and **Exhibit 2** and is made a part of this order.
3. The Court has personal and subject matter jurisdiction over Plaintiff and Defendant Subzero Constructors, Inc. ("Defendant") (collectively, the "Parties") in this litigation to approve the Settlement Agreement and all exhibits thereto.
4. The "Aggrieved Employees" are defined as all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period. The PAGA Period is from February 6, 2021 to January 3, 2025.
5. For settlement purposes only, the Court finally certifies the Class, as defined in the Motion and the Settlement Agreement and as follows: "*All individuals who are or were employed by Defendant as non-exempt employees in California during the period from February 16, 2018, through*

1 *January 3, 2025.*” The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
2 California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

3 6. For settlement purposes only, the Court finds that an ascertainable class of 138
4 participating Class Members exists and a well-defined community of interest exists on the questions of
5 law and fact involved because in the context of the Settlement Agreement: **(i)** all related matters,
6 predominate over any individual questions; **(ii)** the claims of the Plaintiff are typical of claims of the
7 Class Members; and **(iii)** in negotiating, entering into and implementing the Settlement Agreement,
8 Plaintiff and Plaintiff’s counsel have fairly and adequately represented and protected the interest of the
9 Class Members.

10 7. The Court is satisfied that Simpluris, Inc. which was appointed as the Settlement
11 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
12 California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the
13 Settlement Agreement’s terms, their rights under the Settlement Agreement to receive their settlement
14 share, their rights to submit a request for exclusion, their rights to comment on or object to the
15 Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing, and be
16 heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond and to act
17 were provided by each of these procedures. No Class Members filed written objection to the Settlement
18 as part of this notice process, no Class Members appeared at the Final Approval and Fairness Hearing,
19 and no individual submitted a request for exclusion.

20 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
21 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
22 compliant with all applicable requirements of the California Code of Civil Procedure, the California
23 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
24 any other applicable law, and in the best interests of each of the Parties and Class Members.

25 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
26 terms and declares the Settlement Agreement to be binding on all participating Class Members.
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1 10. The Court finds that the Settlement Agreement has been reached as a result of informed
2 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
3 extensive investigation and research, and their attorneys were able to reasonably evaluate their
4 respective positions.

5 11. The Court also finds that the Settlement Agreement will avoid additional and potentially
6 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
7 Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in
8 light of the challenges posed by continued litigation, and Court concludes that Plaintiff's counsel
9 secured significant relief for Class Members.

10 12. The Court also finds that notice of the Settlement Agreement was provided to the
11 California Labor & Workforce Development Agency ("LWDA") on or about August 21, 2024,
12 February 28, 2025, and August 26, 2025, pursuant to Labor Code section 2699(l)(2), and the LWDA
13 did not respond or initiate any action to intervene. The Court further finds that notice of the Court's
14 preliminary approval order was timely provided to the LWDA on or about April 15, 2025, pursuant to
15 Labor Code section 2699(l)(3).

16 13. The Settlement Agreement (including this Order) cannot be used, directly or indirectly,
17 to introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
18 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
19 statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation),
20 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
21 (including this order) shall not be construed to be an admission by Defendant of any liability or
22 wrongdoing as to Plaintiff, the Class Members, the Aggrieved Employees, or any other person, and
23 Defendant specifically disclaims any such liability or wrongdoing.

24 14. The Court appoints Plaintiff Federico Moncada as class representative and finds him to
25 be adequate.

1 15. The Court appoints as class counsel the following attorneys: Jonathan Melmed, Kyle D.
2 Smith, and Jaqueline Antillón of Melmed Law Group P.C. The Court finds each of them to be adequate,
3 experienced, and well-versed in class action litigation.

4 16. The terms of the Settlement Agreement, including the Gross Settlement Amount of
5 \$153,369.37 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to
6 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
7 Agreement, subject to this order.

8 17. The Court approves the following allocations, which fall within the ranges stipulated by
9 and through the Settlement Agreement:

10 A. The Court awards \$8,797.00 to Simpluris, Inc., the Settlement Administrator,
11 and finds this amount to be fair and reasonable. The Court grants final approval of it and orders
12 the Parties to make the payment to the Settlement Administrator in accordance with the
13 Settlement Agreement.

14 B. The Court awards \$51,123.12 to Plaintiff's counsel as attorneys' fees and finds
15 this amount to be fair and reasonable considering the benefit obtained for the Class. The Court
16 grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in
17 accordance with the Settlement Agreement.

18 C. The Court awards \$15,000.00 in litigation costs, an amount which the Court
19 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and
20 orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in
21 accordance with the Settlement Agreement.

22 D. The Court awards \$10,000.00 to Plaintiff as the class representative, in addition
23 to any amount he may be entitled to as a Class Member and/or Aggrieved Employee, as a
24 service payment requested by Plaintiff and finds this amount to be fair and reasonable. The
25 Court grants final approval of, and orders the class representative payment to be made in
26 accordance with the Settlement Agreement.

1 E. The Court approves the \$13,369.37 allocation for penalties under the Labor
2 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$10,027.03) to be
3 paid to the California Labor and Workforce Development Agency in accordance with the terms
4 of the Settlement Agreement and the remainder (i.e., \$3,342.34) to the Aggrieved Employees.

5 18. The Court orders the Parties to comply with and carry out all terms and provisions of
6 the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case
7 the provisions of this order shall take precedence and supersede the Settlement Agreement.

8 19. Nothing in the Settlement Agreement or this order purports to extinguish or waive
9 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
10 these claims in this case if the Settlement Agreement fails to become final or effective, or in any other
11 case without limitation.

12 20. Plaintiff shall be bound by the Settlement Agreement and this order, including
13 "Plaintiff's Release" and "Plaintiff's Waiver of Rights Under California Civil Code Section 1542," (as
14 defined in the Settlement Agreement).

15 21. All Class Members who did not request exclusion from the Settlement Agreement shall
16 be bound by the Settlement Agreement and this order, including releasing and forever discharging the
17 "Released Parties" from the "Released Class Claims" (as those term are defined by the Settlement
18 Agreement), regardless of whether any settlement checks have been cashed, and are hereby barred and
19 enjoined from instituting or prosecuting any Released Class Claims against the Released Parties.

20 22. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement
21 Agreement and this order, including the release of PAGA claims as set forth in the Settlement
22 Agreement. Specifically, Plaintiff, the State of California (including but not limited to the LWDA), and
23 all Aggrieved Employees shall be bound by and deemed to have conclusively released and forever
24 discharged the "Released Parties" from the Released PAGA Claims (as those terms are defined by the
25 Settlement Agreement), regardless of whether any settlement check has been cashed, and are hereby
26 barred and enjoined from instituting or prosecuting any Released PAGA Claim against the Released
27 Parties.
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1 23. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
2 provided in this order and the Settlement Agreement.

3 24. The front of every check issued for Individual Class Payments and Individual PAGA
4 Payments will show the date when the check expires (the void date). If a Class Member fails to cash
5 his/her check by the deadline, then the Settlement Administrator shall submit such funds to the
6 California State Controller's Office for deposit in the Unclaimed Property Fund in the name of the
7 Class Member. The Court finds that this meets the requirements of Code of Civil Procedure section
8 384.

9 25. The Court retains continuing jurisdiction over the Action and the Settlement, including
10 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
11 **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and
12 **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

13 26. This final judgment is intended to be a final disposition of the above-captioned action
14 in its entirety and is intended to be immediately appealable. This final judgment resolves and
15 extinguishes all claims released by the Settlement Agreement against Defendant.

16 27. The Court hereby sets a hearing date of _____ at _____ p.m./a.m.
17 [*any date on or after June 1, 2026*] for a hearing on the final accounting and distribution of the
18 settlement funds.

19 28. Plaintiff shall file with the Court a report regarding the status of distribution at least 10
20 days before the final accounting hearing.

21 29. Pursuant to Labor Code section 2699(l)(2), Class Counsel shall submit a copy of this
22 Order and Judgment to the LWDA within 10 days after its entry.

23 30. The settlement administrator shall post a copy of this order and judgment on the website
24 for 180 days.

IT IS SO ORDERED, ADJUGED, AND DECREED.

FINAL JUDGMENT IS HEREBY ENTERED.

Dated: _____

Judge of the Superior Court, County of Orange