

**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

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

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2 **[SECOND REVISED PROPOSED] ORDER AND FINAL JUDGMENT**

3 On November 20, 2025, at 2:00 p.m., this matter came for a hearing in Department CX102
4 regarding Plaintiff Federico Moncada's ("Plaintiff") unopposed *Motion for Final Approval of Class*
5 *Action Settlement* (the "Motion"), which seeks final approval of a class action settlement based on the
6 terms set forth in the parties' *Class Action and PAGA Settlement Agreement* and *Amendment to the*
7 *Class Action and PAGA Settlement Agreement* (collectively the "Settlement Agreement"). (ROA 160,
8 Exs. 1, 2.) Kyle D. Smith of Melmed Law Group P.C. appeared on behalf of Plaintiff and Ahllam H.
9 Berri of Wood Smith Henning & Berman LLP appeared on behalf of Defendant Subzero
10 Constructors, Inc. ("Defendant"). In conformity with California Rules of Court, rule 3.769, with due
11 and adequate notice having been given to Class Members (as defined in the Settlement Agreement
12 and the Motion), and having considered the Settlement Agreement, all of the legal authorities and
13 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
14 written comments received regarding the Settlement Agreement, and having reviewed the record in
15 this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
16 Agreement and orders and makes the following findings and determinations and enters final
17 judgment as follows:

- 18 1. The Court grants Plaintiff leave to file the overlength brief attached to the Motion.
- 19 2. All terms used in this order shall have the same meanings given as those terms are
20 used or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement
21 Agreement, as amended, is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's*
22 *Motion for Final Approval of Class Action Settlement* (ROA 160) as **Exhibit 1** and **Exhibit 2** and is
23 made a part of this order.
- 24 3. The Court has personal and subject matter jurisdiction over Plaintiff and Defendant
25 (collectively, the "Parties") in this litigation to approve the Settlement Agreement and all exhibits
26 thereto.
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1 4. The “Aggrieved Employees” are defined as all individuals who are or were employed
2 by Defendants as non-exempt employees in California during the PAGA Period. The PAGA Period is
3 from February 6, 2021 to January 3, 2025.

4 5. For settlement purposes only, the Court finally certifies the Class, as defined in the
5 Motion and the Settlement Agreement and as follows: “*All individuals who are or were employed by*
6 *Defendant as non-exempt employees in California during the period from February 16, 2018,*
7 *through January 3, 2025.*” The Court deems this definition sufficient for the purpose of rule 3.765(a)
8 of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

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

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

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

4 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
5 terms and declares the Settlement Agreement to be binding on all participating Class Members.

6 10. The Court finds that the Settlement Agreement has been reached as a result of
7 informed and non-collusive arm's-length negotiations.

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

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

22 13. The Court appoints Plaintiff Federico Moncada as class representative and finds him
23 to be adequate.

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

1 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
2 \$153,369.37 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
3 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
4 Settlement Agreement, subject to this order.

5 16. The Court approves the following allocations, which fall within the ranges stipulated
6 by and through the Settlement Agreement:

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

11 B. The Court awards \$42,176.58 to Plaintiff's counsel as attorneys' fees and finds
12 this amount to be fair and reasonable considering the benefit obtained for the Class. The Court
13 grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in
14 accordance with the Settlement Agreement.

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

19 D. The Court awards \$5,000.00 to Plaintiff as the class representative, in addition
20 to any amount he may be entitled to as a Class Member and/or Aggrieved Employee, as a
21 service payment requested by Plaintiff and finds this amount to be fair and reasonable. The
22 Court grants final approval of, and orders the class representative payment to be made in
23 accordance with the Settlement Agreement.

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

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

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

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

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

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

1 22. The Parties shall bear their own respective attorneys' fees and costs except as
2 otherwise provided in this order and the Settlement Agreement.

3 23. 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 24. 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 25. 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 26. The Court hereby sets a hearing date of **December 17, 2026, at 2:00 p.m., in**
17 **Department CX102** for a hearing on the final accounting and distribution of the settlement funds.

18 27. Plaintiff shall submit a final administrator's report at least 16 court days before the
19 hearing addressing the status of the settlement administration, including the actual amounts paid to
20 class members and aggrieved employees, and the other amounts distributed under the settlement,
21 including any uncashed checks. If all funds have not been disbursed by the report deadline, counsel
22 must request a continuance.

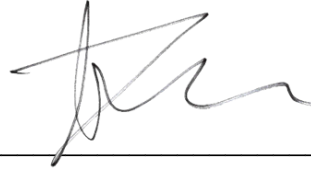
23 28. Pursuant to Labor Code section 2699(l)(2), Class Counsel shall submit a copy of this
24 Order and Judgment to the LWDA within 10 days after its entry and file a proof of service.
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1 29. The settlement administrator shall post a copy of this order and judgment on the
2 website for 180 days.

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4 **IT IS SO ORDERED, ADJUGED, AND DECREED.**

5 **FINAL JUDGMENT IS HEREBY ENTERED.**

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8 Dated: __ **December 22, 2025** _____



Hon. Layne H. Melzer

Judge of the Superior Court, County of Orange