E-Served: Dec 1 2025 9:32AM PST Via Case Anywhere

Electronically Received 11/24/2025 02:30 PM

MELMED LAW GROUP P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
Kyle D. Smith (SBN 280489)
ks@melmedlaw.com
Rachel Jo (SBN 358235)
rj@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Phone: (310) 824-3828
Fax: (310) 862-6851

Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

FILED
Superior Court of California
County of Los Angeles
11/25/2025
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RONALDO VELASQUEZ, 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.

SIP MANUFACTURING LLC, an Ohio Limited Liability Company; and DOES 1 TO 50,

Defendants.

Case Number: 23STCV06826

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

Date:	November 24, 2025
Time:	10:30 a.m.
Dept.:	1
Judge:	Hon. Theresa M. Traber
Action Filed:	March 29, 2024
Trial Date:	None Set

[~~PROPOSED~~] **ORDER AND FINAL JUDGMENT**

This matter came for a hearing on November 24, 2025, regarding Plaintiff Ronaldo Velasquez's ("Plaintiff") unopposed *Motion for Final Approval of Class Action and PAGA Settlement* ("Final Approval Motion"), which seeks final approval of a class action settlement and deductions for attorneys' fees and costs based on the terms set forth in the parties' *Amended Class Action and PAGA Settlement Agreement and Class Notice* (the "Settlement Agreement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement and the Final Approval Motion), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** the Final Approval Motion and orders and makes the following findings and determinations and enters final judgment as follows:

1. Plaintiff's request to file an overlength brief in support of the Final Approval Motion is approved.

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement. A copy of the Settlement Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement* as **Exhibit A** and is made a part of this order.

3. The Court has personal and subject matter jurisdiction over Plaintiff and Defendant SIP Manufacturing LLC ("Defendant") (collectively, the "Parties") in this litigation to approve the Settlement Agreement and all exhibits thereto.

4. For settlement purposes only, the Court finally certifies the Class, defined in the Settlement Agreement as "all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period." The Class Period is defined in the Settlement Agreement as "the period from June 1, 2022, through October 2, 2024." The Court deems the definition of the Class as 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.

5. The Court finds that an ascertainable class of 246 participating Class Members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement Agreement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond and to act were provided by each of these procedures. No Class Members filed written objection to the Settlement as part of this notice process and no Class Members appeared at the Final Approval and Fairness Hearing. One Class Member, Dominic Aaron Morgan, submitted a request for exclusion.

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

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

9. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

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

11. The Settlement Agreement is not an admission by Defendant, nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendant.

12. The Court appoints Plaintiff Ronaldo Velasquez as class representative and finds him to be adequate.

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

14. The terms of the Settlement Agreement, including the Gross Settlement Amount of $190,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement Agreement, subject to this order.

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

A. The Court awards $7,950.00 to ILYM Group, Inc., the Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Settlement Agreement.

B. The Court awards $63,333.33 to Plaintiff's counsel as attorneys' fees and finds this amount to be fair and reasonable considering the benefit obtained for the Class. The Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in accordance with the Settlement Agreement.

C. The Court awards $17,000.00 in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and

orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in accordance with the Settlement Agreement.

D. The Court awards $7,500.00 to Plaintiff as the class representative, in addition to any amount he may be entitled to as a Class Member and/or Aggrieved Employee, as a service payment requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of, and orders the class representative payment to be made in accordance with the Settlement Agreement.

E. The Court approves the $15,000.00 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., $11,250.00) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder (i.e., $3,750.00) to the Aggrieved Employees.

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

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

18. All Class Members who did not request exclusion from the Settlement Agreement shall be bound by the Settlement Agreement and this order, including the release of claims as set forth in the Settlement Agreement. The Release by Participating Class Members is as follows:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, e.g., claims for: **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the

Applicable Wage Orders; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Orders; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

19. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement Agreement and this order, including the release of PAGA claims as set forth in the Settlement Agreement. The Release by Aggrieved Employees is as follows:

All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including, e.g., claims for PAGA penalties based on: **(1)** failure to pay

minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Orders; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

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

21. All checks mailed to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall submit such funds to the California State Controller's Office for deposit in the Unclaimed Property Fund in the name of the Class Member. The Court finds that this meets the requirements of Code of Civil Procedure section 384.

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

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

24. The Court hereby sets a non-appearance case review on the date of September 29, 2026, regarding the final accounting and distribution of the settlement funds. Plaintiff shall file with the Court a report regarding the status of distribution no later than five days before that date.

IT IS SO ORDERED, ADJUGED, AND DECREED.

FINAL JUDGMENT IS HEREBY ENTERED.

Dated: 11/25/2025

Judge of the Superior Court, County of Los Angeles

Theresa M. Traber / Judge