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

NORMA RODRIGUEZ, an individual, on behalf
of herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

AVID IDENTIFICATION SYSTEMS, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: CVRI2401629

**Order Granting Final Approval of
Class Action Settlement and Final Judgment**

Date: January 15, 2026
Time: 8:30 am
Dept.: 1
Judge: Hon. Harold Hopp

Complaint Filed: March 22, 2024
FAC Filed: July 12, 2024

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 04 2026

L. Melendrez *LM*

JSL

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1 On January 15, 2026, the Court held a hearing on Plaintiff's Motion for Final Approval of Class
2 Action Settlement.

3 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having
4 been given to Class Members, and the Court having considered the Amended Class Action and PAGA
5 Settlement Agreement and Class Notice collectively referred to as the "Settlement Agreement"), all of
6 the legal authorities and documents submitted in support thereof, all papers filed and proceedings has
7 herein, all oral and written comments received regarding the proposed settlement, and having reviewed
8 the record in this litigation, and good cause appearing, the Court GRANTS final approval of the
9 Settlement and **ORDERS AND MAKES THE FOLLOWING FINDINGS AND**
10 **DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
13 Settlement Agreement attached as **Exhibit A** to the Supplemental Declaration of Jonathan Melmed in
14 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed with the
15 California Superior Court for the County of Riverside on June 20, 2025, which can be located at 4050
16 Main Street Riverside, CA 92501.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
18 jurisdiction to approve this Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Agreement and as follows:

21 All individuals who are or were employed by Defendants as non-exempt employees in
22 California from March 22, 2020, through February 15, 2025
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24 4. The Court deems this definition sufficient for the purpose of California Rule of Court
25 3.765(a), and solely for the purpose of effectuating the Settlement.

26 5. The Court finds that an ascertainable class of 83 class members exists and a well-defined
27 community of interest exists on the questions of law and fact involved because in the context of the
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1 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
2 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
3 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
4 protected the interest of the Class Members.

5 6. This Court approves, as to form and content, the Notice of Proposed Class Action
6 Settlement ("Class Notice"), in substantially the form attached hereto as **Exhibit 1**, the Share Form, in
7 substantially the form attached hereto as **Exhibit 2**, and the Exclusion Form, attached hereto as **Exhibit**
8 **3**, and the Objection Form, attached hereto as **Exhibit 4**.

9 7. The Court is satisfied that Simpluris, Inc., which functioned as the Settlement
10 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
11 comports with California Rule of Court 3.766. The Class Notice informed 84 Class Members of the
12 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
13 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear
14 at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of
15 time to respond and to act were provided by each of these procedures. No Class Members filed written
16 objections to the Settlement as part of this notice process, and no Class Member filed a written
17 statement of intention to appear at the Final Approval Hearing. Only one (1) Class Member submitted
18 a request for exclusion.

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

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

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

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

8 12. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
9 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
10 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
11 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
12 concession, or liability whatsoever by or against Defendant.

13 13. The Court appoints Plaintiff Norma Rodriguez as Class Representative and finds her to
14 be adequate.

15 14. The Court appoints Jonathan Melmed, Esq. and Laura M. Supanich, Esq., of Melmed
16 Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class
17 action litigation.

18 15. The terms of the Agreement, including the Gross Settlement Amount of \$300,000.00 is
19 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final
20 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court
21 approves the following allocations, which fall within the ranges stipulated by and through the
22 Settlement Agreement:

- 23 1. The \$7,332.00 designated for payment to Simpluris, Inc., the Settlement Administrator,
24 is fair and reasonable. The Court grants final approval of, and orders the Parties to make
25 the payment to the Settlement Administrator in accordance with the Agreement.
- 26 2. The \$100,000.00 amount requested by Plaintiff and Class Counsel for the Class
27 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the
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1 Class. The Court grants final approval of, awards, and orders the Class Counsel Fees
2 Payment to be made in accordance with the Agreement.

3 3. The Court awards \$15,000.00 in litigation costs, an amount which the Court finds to be
4 reflective of the reasonable costs incurred. The Court grants final approval of, and order
5 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
6 with the Agreement.

7 4. The \$7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The
8 Court grants final approval of and orders the Incentive Award to be paid in accordance
9 with the Agreement.

10 5. The Court approves of the \$20,000.00 allocation assigned for claims under the Private
11 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$15,000.00) to be paid to
12 the California Labor and Workforce Development Agency (LWDA) in accordance with
13 the terms of the Settlement Agreement.

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

17 17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
18 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in
19 this case if the Settlement fails to become Final or effective, or in any other case without limitation.

20 18. All Class Members shall be bound by the Settlement and this Order, including the
21 release of claims as set forth in the Agreement.

22 19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
23 provided in the Settlement Agreement.

24 20. All checks mailed to the Class Members must be cashed within one hundred eighty
25 (180) days after mailing. Any envelope transmitting a settlement check to a Class Member shall bear
26 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

- 1 A. Any settlement check shall be negotiable for at least ninety (90) days but not
2 more than one hundred eighty (180) days from the date of mailing.
- 3 B. The Settlement Administrator shall mail a reminder postcard to any class
4 member whose settlement distribution check has not been negotiation within 60
5 days after the date of mailing.
- 6 C. If (i) any of the Class Members are current employees of the defendant, (ii) the
7 distribution mailed to those employees is returned to the Settlement
8 Administrator being undeliverable, and (iii) the Settlement Administrator is
9 unable to locate a valid mailing address, the administrator shall arrange with the
10 Defendant to have those distributions delivered to the employees at their place
11 of business.

12 21. Within seven (7) days after the Court has held a Final and Fairness Approval Hearing
13 and entered a final order certifying the Class for settlement purposes only and approving the Class
14 Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members
15 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment
16 on its website.

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

21 23. Plaintiff shall file with the Court a report regarding the status of distribution within one
22 hundred and twenty (120) days after all funds have been distributed.

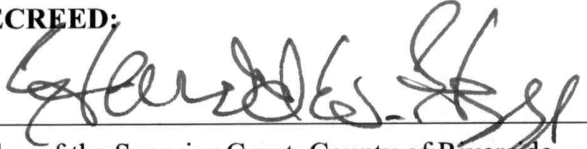
23 24. Any funds associated with uncashed checks after the cashing deadline shall be paid to
24 the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual
25 whose check was uncashed pursuant to CCP Section 384.

1 25. This Final Judgment is intended to be a final disposition of the above captioned action
2 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
3 all claims released by the Settlement Agreement, against Defendant.

4 26. The Court hereby sets a hearing date of DEC 15 2026 at 8:30 pm for a
5 hearing on the final accounting and distribution of the settlement funds.

6 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

7
8 Dated: 2/4/20



Judge of the Superior Court, County of Riverside
Judge Harold W. Hopp