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FILED
Superior Court of California
County of Los Angeles
12/26/2024
David W. Slayton, Executive Officer / Clerk of Court
By: L. Ennis Deputy

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

**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

**[Revised ~~Proposed~~] Order Granting
Preliminary Approval of Class Action and
Private Attorney General Act 2004 Settlement**

Date: November 25, 2024
Time: 4:00 a.m.
Dept.: 1
Judge: Hon. Stuart M. Rice

[REVISED PROPOSED] ORDER

The Court is in receipt of Plaintiff's unopposed *Motion for Preliminary Approval of Class Action and Private Attorney General Act 2004 Settlement* (the "Motion"). The Court is also in receipt of the *Supplemental Briefing in Support of Plaintiff's Motion for Preliminary Approval* as well as the Parties' *Amended Class Action and PAGA Settlement Agreement and Class Notice* ("Amended Settlement Agreement"), which is attached as **Exhibit 1** to the *Supplemental Declaration of Kyle D. Smith in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement*. Having considered the Settlement, 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 to file the overlength brief attached to the Motion.

2. The Court grants preliminary approval of the Amended Settlement Agreement and the "Class" (as that term is defined in the Amended Settlement Agreement) based on the terms set forth in the Amended Settlement Agreement. All terms used herein shall have the same meaning as defined in the Amended Settlement Agreement. The resolution set forth in the Amended Settlement Agreement appears to be fair, adequate, and reasonable to the Class.

3. The Court finds that Amended Settlement Agreement, including the non-reversionary gross settlement amount of **\$190,000.00** ("Gross Settlement Amount"), falls within the range of reasonableness and is presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. The Court preliminarily approves the following deductions from the Gross Settlement Amount resulting in a net settlement amount of at least **\$76,716.67** ("Net Settlement Amount"):

A. Attorneys' fees and costs in an amount not to exceed one-third of the Gross Settlement Amount (i.e., up to **\$63,333.33**), plus necessary litigation costs not to exceed **\$17,000.00**;

B. A class representative service payment to Plaintiff in an amount of up to **\$10,000.00** from the Gross Settlement Amount to compensate him for the responsibilities, time, effort, and risks involved in coming forward on behalf of the proposed class;

1 C. An allocation of **\$15,000.00** for penalties pursuant to the California Labor Code
2 Private Attorneys General Act of 2004 (“PAGA”), of which 75% (i.e., \$11,250.00) shall be
3 paid to the California Labor and Workforce Development Agency (“LWDA”) from the Gross
4 Settlement Amount, with the remaining 25% (i.e., \$3,750.00) payable to the aggrieved
5 employees; and

6 D. Administration costs in the amount of **\$7,950.00**.

7 4. A final fairness hearing on the question of whether the proposed Amended Settlement
8 Agreement, the attorneys’ fees and costs to Plaintiff’s counsel, and Plaintiff’s enhancement award
9 should be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled
10 in Department 1 on the date and time set forth in the implementation schedule below.

11 5. This Court approves, as to form and content, the *Court Approved Notice of Class Action*
12 *and PAGA Settlement and Hearing Date for Final Court Approval* (“Class Notice”) to be distributed
13 to the Class Members pursuant to the Amended Settlement Agreement in substantially the same form
14 as is attached to the Amended Settlement Agreement as **Exhibit A**. The Court approves the procedure
15 for Class Members to participate in, to opt out of, and to object to the settlement as set forth in the
16 Amended Settlement Agreement.

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

22 7. The Court preliminarily certifies the Class, as defined in the Amended Settlement
23 Agreement, for settlement purposes.

24 8. The Court confirms Plaintiff Ronaldo Velasquez as class representative.

25 9. The court confirms Jonathan Melmed and Kyle D. Smith of Melmed Law Group P.C.
26 as class counsel.

27 10. The court appoints ILYM Group, Inc. as the settlement administrator.
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1 11. To facilitate administration of the Settlement pending final approval, the court hereby
2 enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, suits, or
3 administrative proceedings (including filing claims with the Division of Labor Standards Enforcement
4 of the California Department of Industrial Relations) regarding claims released by the Settlement,
5 unless and until such Class Members have filed valid requests for exclusion with the Settlement
6 Administrator and the time for filing claims with the Settlement Administrator has elapsed.

7 12. The Court orders the following Implementation Schedule for further proceedings:
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|----|----|--|---|
| 9 | a. | Deadline for Defendant to Submit Class Data to the Settlement Administrator | Within thirty (30) calendar days of this order. |
| 10 | b. | Deadline for Settlement Administrator to Mail Notice Packets to all Class Members | Within fourteen (14) calendar days after the Settlement Administrator receives the Class Data. |
| 11 | c. | Deadline for Class Members to Postmark Challenges to Workweeks and/or Pay Periods | Within sixty (60) days after mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). |
| 12 | d. | Deadline for Class Members to Postmark Requests for Exclusion | Within sixty (60) days after mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). |
| 13 | e. | Deadline for Class Members to Submit Any Objections to Settlement | Within sixty (60) days after mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). |
| 14 | f. | Deadline for Settlement Administrator to Provide Class Counsel with Declaration of Due Diligence | At least fourteen (14) calendar days prior to the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement. |
| 15 | f | Final Approval and Fairness Hearing | May 21, 2025, at 10:30 a.m. |

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

3 **IT IS SO ORDERED.**



5 A handwritten signature in black ink, appearing to read "Stuart M. Rice".

6 Dated: 12/26/2024

7 _____
Stuart M. Rice / Judge

8 Hon. Stuart M. Rice

9 Judge of the Superior Court, County of Los Angeles
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