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on behalf of himself and all others similarly situated
and aggrieved

FILED

Superior Court of California
County of Los Angeles

10/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MELVIN A. DELGADO, an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

CUSTOM ALLOY SALES, INC., a California
corporation; SOUTHLAND EMPLOYMENT
SERVICES, INC., a California corporation;
VENSURE EMPLOYER SERVICES, INC.,
an Arizona corporation; VENSURE HR, INC.,
an Arizona corporation; SOUTH EAST
PERSONNEL LEASING, INC., a Florida
corporation; SOUTH EAST EMPLOYEE
LEASING SERVICES, INC., a Florida
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 20STCV26516

[Assigned for all purposes to the Hon. Timothy
Patrick Dillon in Dept. 15]

~~PROPOSED~~ **JUDGMENT**

1 **JUDGMENT**

2 Pursuant to the Order Approving Representative Action Settlement, it is hereby
3 **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Approving
5 Representative Action Settlement and the Parties' PAGA Settlement Agreement ("Settlement,"
6 "Agreement" or "Settlement Agreement"). Unless otherwise provided herein, all capitalized terms
7 used herein shall have the same meaning as defined in the Settlement Agreement.

8 2. The "Aggrieved Employees" who are covered by the Settlement Agreement are all
9 persons employed by defendant Custom Alloy Sales, Inc. ("Custom Alloy"), as non-exempt hourly-
10 paid employees, including those hired by defendant Southland Employment Services, Inc.
11 ("Southland"), and placed to work at Custom Alloy, in California at any time during the period from
12 June 10, 2019 through August 5, 2024 ("PAGA Period").

13 3. Pursuant to the Order Approving Representative Action Settlement, Defendants must
14 fund the settlement account with the Gross Settlement Amount, which, unless escalated pursuant to
15 the Settlement Agreement, amounts to \$432,950.00. Specifically, defendant Custom Alloy shall pay
16 \$295,450.00 and defendant Southland shall pay \$137,500.00, or a total of \$432,950.00 Gross
17 Settlement Amount. All funds shall be disbursed to PAGA Counsel, the California Labor and
18 Workforce Development Agency ("LWDA"), the Settlement Administrator, and Aggrieved
19 Employees pursuant to the Order Approving Representative Action Settlement. The funds
20 associated with uncashed expired checks shall be transmitted to the California State Controller's
21 Office, Unclaimed Property Division in the name of the Aggrieved Employee.

22 4. Effective on the date when Defendants fully fund the entire Gross Settlement
23 Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
24 For the duration of the PAGA Period, and to the extent permitted by law, the LWDA, the State of
25 California, and the Aggrieved Employees, by and through Plaintiff as an agent and proxy of the
26 LWDA, release the Released Parties from all claims for PAGA penalties that were alleged, or
27 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
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1 PAGA Notice, including, but not limited to, claims for PAGA penalties pursuant to Labor Code
2 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor
3 Code sections Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246 *et seq.*,
4 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5

5 5. This document shall constitute a Judgment for purposes of California Rules of Court,
6 Rule 3.769(h).

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8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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10 Dated: 10/14/2025, ~~2025~~



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Judge of the Superior Court

12 Timothy Patrick Dillon / Judge
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