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Attorneys for Plaintiff, MELVIN A. DELGADO,  
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]

**PAGA REPRESENTATIVE ACTION**

**~~[PROPOSED]~~ ORDER APPROVING  
REPRESENTATIVE ACTION  
SETTLEMENT**

1 This Court, having considered the Motion of plaintiff Melvin A. Delgado (“Plaintiff”) for  
2 Approval of Representative Action Settlement (“Motion”), the Declarations of Brandon M. Chang,  
3 David D. Bibiyan, Melvin A. Delgado, and Kelsey Stern, the PAGA Settlement Agreement  
4 (“Settlement,” “Agreement” or “Settlement Agreement”), the PAGA Payment Letter and good  
5 cause appearing therefore, the Court hereby **ORDERS, ADJUDGES AND DECREES THAT:**

6 1. The definitions set out in the Settlement Agreement are incorporated by reference  
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Motion concerns Plaintiff’s PAGA lawsuit alleging wage and hour violations  
9 against defendants Custom Alloy Sales, Inc., and Southland Employment Services, Inc.  
10 (collectively, “Defendants”), captioned *Melvin Delgado v. Custom Alloy Sales, Inc., et al.*, Case No.  
11 20STCV26516, initiated on July 10, 2020, and pending in the Superior Court of the State of  
12 California, County of Los Angeles (the “Action”). Hereinafter, Plaintiff and Defendants will be  
13 collectively referred to as the “Parties.”

14 3. The Settlement resolves the representative action brought on behalf of Aggrieved  
15 Employees defined as follows: all persons employed by defendant Custom Alloy Sales, Inc.  
16 (“Custom Alloy”), as non-exempt hourly-paid employees, including those hired by defendant  
17 Southland Employment Services, Inc. (“Southland”), and placed to work at Custom Alloy, in  
18 California at any time during the period from June 10, 2019 through August 5, 2024 (“PAGA  
19 Period”).

20 4. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
21 worked for Defendants, or either of them, during the PAGA Period, based on hire dates, termination  
22 dates (if applicable) and re-hire dates (if applicable).

23 5. Defendants represent that there were no more than 18,318 total Pay Periods at issue  
24 during the PAGA Period. In the event the number of Pay Periods worked by Aggrieved Employees  
25 during the PAGA Period increased by more than 10% (e.g., more than 20,150 total Pay Periods),  
26 then the Gross Settlement Amount would be increased proportionally by the number of Pay Periods  
27 in excess of 20,150. Thus, for example, if the number of Pay Periods worked by the Aggrieved  
28 Employees during the PAGA Period actually increased by 12%, then the Gross Settlement Amount

1 to be paid would be increased by 2%, or \$8,659.00, for a total Gross Settlement Amount of  
2 \$441,609.00. This provision would only be triggered in the event the actual number of Pay Periods  
3 worked by Aggrieved Employees exceeded 20,150.

4 6. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the  
5 Action is fair, adequate and reasonable, and that it furthers PAGA's objectives.

6 7. The Court appoints plaintiff Melvin A. Delgado ("Plaintiff") as PAGA  
7 Representative for Settlement purposes only.

8 8. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
9 P.C., as PAGA Counsel for the Aggrieved Employees for settlement purposes only.

10 9. The Court appoints ILYM Group, Inc., as the Settlement Administrator.

11 10. The Court approves, as to form and content, the PAGA Payment Letter attached as  
12 internal Exhibit "1" to the Settlement Agreement.

13 11. The Court approves the Gross Settlement Amount of \$432,950.00, as the same may  
14 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

15 a. One-third (1/3) thereof shall be allocated as reasonable attorneys' fees for  
16 PAGA Counsel which, unless escalated pursuant to the Settlement  
17 Agreement, shall amount to \$144,316.67.

18 b. The sum of \$31,168.28 shall be allocated as reasonable litigation costs and  
19 paid to PAGA Counsel.

20 c. The sum of \$5,850.00 shall be paid to the Settlement Administrator, ILYM  
21 Group, Inc., for its services in administering the Settlement.

22 d. After deducting the above amounts, the Court approves the estimated  
23 remaining PAGA Penalties of \$251,615.05 (as the same may be escalated  
24 pursuant to the Settlement Agreement) and orders 75% (or \$188,711.29, as  
25 the same may be escalated pursuant to the Settlement Agreement) of that sum  
26 to be paid to the California Labor and Workforce Development Agency  
27 ("LWDA") and 25% (or \$62,903.76, as the same may be escalated pursuant  
28

1 to the Settlement Agreement) to be paid to the Aggrieved Employees  
2 pursuant to Labor Code § 2699(i).

3 12. Defendant Custom Alloy shall pay \$295,450.00 and defendant Southland shall pay  
4 \$137,500.00, or a total of \$432,950.00 Gross Settlement Amount.

5 13. The Court directs Defendants to, within fourteen (14) days of the Effective Date, as  
6 defined in the Agreement, Defendants will deliver the Aggrieved Employee Data to the  
7 Administrator in the form of a Microsoft Excel spreadsheet. "Aggrieved Employee Data" means  
8 Aggrieved Employee identifying information in Defendants' possession including the Aggrieved  
9 Employee's name, last-known mailing address, Social Security number, hire dates, termination  
10 dates (as applicable), and rehire dates (as applicable).

11 14. To protect Aggrieved Employees' privacy rights, the Administrator must maintain  
12 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes  
13 of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to  
14 Administrator employees who need access to the Aggrieved Employee Data to effect and perform  
15 under the Agreement.

16 15. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds  
17 to the Administrator no later than twenty-eight (28) days after the Effective Date, as defined in the  
18 Agreement. "Effective Date" means the date by when both of the following have occurred: (a) the  
19 Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is  
20 final. The Judgment is final on the day the Court enters Judgment, which is not subject to appeal.

21 16. Before mailing any checks, the Settlement Administrator must update the recipients'  
22 mailing addresses using the National Change of Address Database.

23 17. Within seven (7) days after Defendants fund the Gross Settlement Amount, the  
24 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the  
25 Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel  
26 Litigation Expenses Payment.

27 18. On the date of Individual PAGA Payments, the Settlement Administrator will issue  
28 each Aggrieved Employee one check for his or her share of the Net Settlement Amount along with

1 an explanatory notice mutually approved by the parties (the “PAGA Payment Letter”).

2 19. Because this is a PAGA action, based on the Parties’ understanding of the PAGA  
3 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from  
4 the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will  
5 be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or  
6 she negotiates his or her settlement check.

7 20. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties will be paid  
8 to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved  
9 Employees.

10 21. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed  
11 and cancelled after the void date, the Administrator shall transmit the funds represented by such  
12 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved  
13 Employee.

14 22. The Court finds the Gross Settlement Amount, the PAGA Penalties and the  
15 methodology used to calculate and pay the Aggrieved Employees’ payments are fair and reasonable  
16 and authorizes the Settlement Administrator to pay the Aggrieved Employees’ payments to the  
17 Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also  
18 authorizes the Settlement Administrator to make the LWDA payment to the LWDA.

19 23. The Court finds that PAGA Counsel’s request for attorneys’ fees in the amount of  
20 one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement  
21 Agreement, amounts to \$144,316.67, reasonable. The Court awards PAGA Counsel fees to be paid  
22 from the Gross Settlement Amount.

23 24. The Court finds that PAGA Counsel have incurred a total \$31,168.28 in litigation  
24 costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Actions.  
25 The Court awards \$31,168.28 from the Gross Settlement Amount to be paid to PAGA Counsel in  
26 litigation costs and expenses.

27 ///

1           25.     Effective on the date when Defendants fully fund the entire Gross Settlement  
2 Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:  
3 For the duration of the PAGA Period, and to the extent permitted by law, the LWDA, the State of  
4 California, and the Aggrieved Employees, by and through Plaintiff as an agent and proxy of the  
5 LWDA, release the Released Parties from all claims for PAGA penalties that were alleged, or  
6 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the  
7 PAGA Notice, including, but not limited to, claims for PAGA penalties pursuant to Labor Code  
8 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor  
9 Code sections Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246 *et seq.*,  
10 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5.

11           26.     The “Released Parties” means the Defendants, and each of their former and present  
12 directors, officers, employees, shareholders, owners, members, attorneys, insurers, professional  
13 employer organizations, predecessors, successors, assigns, subsidiaries and affiliates.

14           27.     The Parties are ordered to carry out the Settlement according to the terms of the  
15 Settlement Agreement.

16           28.     After entry of Judgment, the Court will retain jurisdiction over the Parties, Action,  
17 and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)  
18 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are  
19 permitted by law.

20  
21 **IT IS SO ORDERED.**

22  
23 Dated: 10/14/2025, ~~2025~~





Judge of the Superior Court

Timothy Patrick Dillon / Judge

24  
25  
26           Excalator clause is not triggered.