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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

VY TRINH, an individual, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiff,

v.

PRECISION METAL PRODUCTS, INC., a
Delaware Corporation; HBD INDUSTRIES,
INC., a Delaware Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00000965-CU-OE-CTL

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: October 16, 2023
Time: 9:00 a.m.

Judge: Hon. Matthew C. Braner
Department: C-60

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorney's Expenses, and Service Awards duly came on for hearing on October 16, 2023, before
4 the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf
5 of Plaintiff VY TRINH ("Plaintiff"). Gordon Rees Scully Mansukhani, LLP appeared on behalf of
6 Defendants PRECISION METAL PRODUCTS, INC. and HBD INDUSTRIES, INC. (hereinafter
7 "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2022-
16 00000965-CU-OE-CTL, entitled *Trinh v. Precision Metal Products, Inc., et al.*, and over all Parties
17 to this litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On June 9, 2023, the Court granted preliminary approval of a class-wide
20 settlement. At this same time, the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on July 10, 2023.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was August 24, 2023.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
7 Individual Settlement Payments.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$450,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. The percentage of objectors and requests for exclusion is small. No
21 objections were received. No requests for exclusion were received.

22 e. The participation rate is high. 100% of Class Members will be
23 participating in the Settlement and will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of the
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
27 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
28 litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Attorneys' Fees and Attorneys' Expenses**

4 9. The Agreement provides for an award to Class Counsel in the amount of up
5 to One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00). Subject to Court
6 approval, the award consists of Attorneys' Fees equal to one-third (1/3) of the Gross Settlement
7 Amount, or One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and reimbursement
8 of Attorneys' Expenses in the amount of Seven Thousand Five Hundred Ninety-Eight Dollars and
9 Eighty-One Cents (\$7,598.81).

10 10. An award to Class Counsel of One Hundred Fifty-Seven Thousand Five
11 Hundred Ninety-Eight Dollars and Eighty-One Cents (\$157,598.81) comprised of Attorneys' Fees
12 in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and
13 reimbursement of actually incurred Attorneys' Expenses in the amount of Seven Thousand Five
14 Hundred Ninety-Eight Dollars and Eighty-One Cents (\$7,598.81) is reasonable in light of the
15 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
16 achieved by Class Counsel. The requested Attorneys' Fees award represents 1/3 of the common
17 fund, which is reasonable and at the low end of the range for fee awards in common fund cases and
18 is supported by Class Counsel's lodestar.

19 **Service Award**

20 11. The Agreement provides for a Service Award of Ten Thousand Dollars and
21 Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the amount
22 of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of the risks
23 and burdens undertaken by the Plaintiff in this class action litigation.

24 **Claims Administration Expenses**

25 12. The Agreement provides for Settlement Administration Costs to be paid in
26 an amount not to exceed \$8,300.00. The Declaration of the Settlement Administrator provides that
27 the actual claims administration expenses were \$7,800.00. The amount of this payment is
28 reasonable in light of the work performed by the Settlement Administrator.

II.
ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include all non-exempt employees who are or previously were employed by Defendants and performed work in California (“Class”) from January 10, 2018 to June 8, 2022 (“Class Period”).

2. Every person in the Class who did not submit and timely and validly Request for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement Administrator, none of the Class Members opted-out of the Settlement.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Class Counsel are awarded One Hundred Fifty-Seven Thousand Five Hundred Ninety-Eight Dollars and Eighty-One Cents (\$157,598.81) comprised of Attorneys’ Fees in the amount of one-third of the Gross Settlement Amount, or One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and Attorneys’ Expenses in the amount of Seven Thousand Five Hundred Ninety-Eight Dollars and Eighty-One Cents (\$7,598.81). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

5. The payment of the Service Award to Plaintiff in the amount of \$10,000.00 is approved.

6. The payment of \$7,800.00 to the Settlement Administrator for Claims Administration Expenses is approved.

7. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable, adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud or collusion.

1 8. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
3 of Defendants from all class claims that were alleged, or could have been alleged in the operative
4 complaint, which occurred during the Class Period, and expressly excluding all other claims,
5 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
6 social security, workers' compensation, and class claims outside of the Class Period.

7 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
8 California and all PAGA Class Members, pursuant to the California Labor Code Private Attorneys'
9 General Act ("PAGA") and shall release Defendants from all PAGA claims alleged or which could
10 have been alleged based on the facts alleged in the operative complaint and Plaintiff's PAGA notice
11 to the LWDA, or arising from the operative complaint and/or Plaintiff's PAGA notice to the LWDA,
12 which occurred during the PAGA Period, and expressly excluding all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
14 workers' compensation, and PAGA claims outside of the PAGA Period.

15 10. The term "PAGA Class Members" is hereby defined as all non-exempt
16 employees who are or previously were employed by Defendants and performed work in California
17 during the PAGA Period. The PAGA Period means the period between November 5, 2020 to June
18 8, 2022.

19 11. The Agreement is not an admission by Defendants, nor is this Final Approval
20 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
21 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
22 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
23 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
24 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
25 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
26 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
27 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
28 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and

1 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
2 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
3 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
4 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
5 or issue preclusion or similar defense as to the claims being released by the Settlement.

6 12. Notice of entry of this Final Approval Order and Judgment shall be given to
7 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
8 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
9 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
10 in the Notice Packet.

11 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
12 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
13 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
14 connection with the distribution of settlement benefits.

15 14. If the Settlement does not become final and effective in accordance with the
16 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
17 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
18 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
19 be vacated.

20
21 **IT IS SO ORDERED.**

22 DATED: _____, 2023
23
24

25 _____
26 Hon. Matthew C. Braner
27 Judge, Superior Court for the State of California,
28 County of San Diego