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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] JUDGMENT

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 Attorneys' Expenses, and Service Award duly came on for hearing on October 16, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendants and performed work in California during the Class Period." The Class Period is defined
11 as the period from January 10, 2018 to June 8, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendants fund the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendants as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims that were alleged, or could have been
28 alleged in the operative complaint, which occurred during the Class Period, and expressly excluding

1 all other claims, including claims for vested benefits, wrongful termination, unemployment
2 insurance, disability, social security, workers' compensation, and class claims outside of the Class
3 Period.

4 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
5 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
6 Class Member" has released the Defendants from the "Released PAGA Claims" for the "PAGA
7 Period" as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 The PAGA Class Members are defined as all non-exempt employees who are or previously were
10 employed by Defendants and performed work in California during the PAGA Period. The Released
11 PAGA Claims are defined as all PAGA claims alleged or which could have been alleged based on
12 the facts alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA, or arising
13 from the operative complaint and/or Plaintiff's PAGA notice to the LWDA, which occurred during
14 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
15 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
16 and PAGA claims outside of the PAGA Period. The PAGA Period means the period of November
17 5, 2020 to June 8, 2022.

18 9. This Court hereby grants final approval and awards the following: (i) One Hundred
19 Fifty-Seven Thousand Five Hundred Ninety-Eight Dollars and Eighty-One Cents (\$157,598.81) to
20 Class Counsel comprised of Attorneys' Fees in the amount of one-third of the Gross Settlement
21 Amount, or One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and Attorneys'
22 Expenses in the amount of Seven Thousand Five Hundred Ninety-Eight Dollars and Eighty-One
23 Cents (\$7,598.81); (ii) the Service Award to Class Representative Vy Trinh in the amount of Ten
24 Thousand Dollars and Zero Cents (\$10,000.00); (iii) settlement administration costs of Seven
25 Thousand Eight Hundred Dollars (\$7,800.00) to ILYM Group, Inc. ("Claims Administration
26 Expenses"); and (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of the PAGA
27 Payment) to the Labor and Workforce Development Agency ("LWDA Payment").
28

1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**
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8 DATED: _____, 2023
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11 _____
12 Hon. Matthew C. Braner
13 Judge, Superior Court for the State of California,
14 County of San Diego
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