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Attorneys for Plaintiff VY TRINH

**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,

vs.

PRECISION MET AL 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

DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC., IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

I, Cassandra Polites declare as follows:

1 1. I am a resident of the United States of America and am over the age of 18. I am a
2 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
3 settlement services provider who has been retained by the Parties’ Counsel and subsequently
4 appointed by the Court to serve as the Settlement Administrator for the above captioned matter. I
5 am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently
7 to such facts.

8 2. ILYM Group has extensive experience in administering Class Action Settlements,
9 including direct mail services, database management, claims processing and settlement fund
10 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
11 Members.

12 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
13 appointed by the Court to provide notification services and settlement administration, pursuant to
14 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
15 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
16 *Notice of Pendency of Class Action Settlement and Final Hearing Date* (referred to as “Notice
17 Packet”); (b) receiving and processing requests for exclusion; (c) resolving Settlement Class
18 Members’ disputes over the number of workweeks Defendants have record of them working
19 during the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating
20 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
21 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
22 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
23 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
24 agree to and/or the Court orders ILYM Group to perform.

25 4. On May 22, 2023, ILYM Group received the class data file from Counsel for
26 Defendant, which contained the name, social security number, last known mailing address, and the
27 dates of employment for each Class Member. The data file was checked for duplicates and other
28 possible discrepancies. The Class List contained 211 individuals who worked 20,262 work weeks.

1 5. As part of the preparation for mailing, all 211 names and addresses contained in the
2 Class List were processed against the National Change of Address (“NCOA”) database,
3 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
4 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
5 contains requested change of addresses filed with the USPS. To the extent that an updated address
6 was found in the NCOA database, the updated address was used for the mailing of the Notice
7 Packet. To the extent that no updated address was found in the NCOA database, the original
8 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

9 6. On July 10, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
10 211 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of the mailed Notice Packet.

12 7. As of the date of this declaration, ILYM Group has not received any valid requests
13 for exclusion from the Settlement. The deadline to request exclusion from the Settlement was
14 August 24, 2023.

15 8. As of the date of this declaration, ILYM Group has not received any objections to
16 the Settlement. The deadline to file an objection to the Settlement was August 24, 2023.

17 9. As of the date of this declaration, ILYM Group has not received any valid work
18 week disputes. The deadline to file a workweek dispute was August 24, 2023.

19 10. As of the date of this declaration, 20 Notice Packets have been returned to our office,
20 none of which were returned with a forwarding address. ILYM Group performed a computerized
21 skip trace on the 20 returned Notice Packets, in an effort to obtain an updated address for the
22 purpose of re-mailing the Notice Packet. As a result of ILYM Group’s skip tracing efforts, 10
23 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement
24 Class Members, via U.S First Class Mail.

25 11. As of the date of this declaration, a total of 10 Notice Packets have been deemed
26 undeliverable. Specifically, 10 have been deemed undeliverable as no updated address was found
27 notwithstanding the skip tracing.

28 12. The Net Settlement Fund available to Settlement Class Members is estimated to be

1 \$247,200.00 and was calculated by subtracting the requested attorneys' fees (\$150,000.00), the
2 amount allocated for litigation costs and expenses (\$15,000.00), the requested Enhancement
3 Payment (\$10,000.00), the requested Settlement Administration Costs (\$7,800.00), the LWDA
4 Payment (\$15,000.00) and the PAGA Class Payment (\$5,000.00) from the Gross Settlement
5 Amount (\$450,000.00).

6 13. As of this date, there are 211 Class Members who did not submit a timely and valid
7 Request for Exclusion and are therefore deemed to be Settlement Class Members. The Individual
8 Settlement Award is allocated on a *pro rata* basis using their work weeks worked.

9 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently
10 estimated to be approximately \$2,806.02, the *average* Individual Settlement Share is currently
11 estimated to be approximately \$1,171.56. These amounts are subject to employee-side tax and
12 withholdings.

13 15. Pursuant to the Agreement, 25% of the PAGA Payment (\$5,000.00) will be
14 allocated to Aggrieved Employees regardless of whether he or she opts out of the Class Settlement
15 ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The
16 Employee PAGA Amount is allocated on a *pro rata* basis using their PAGA work weeks. There
17 are 125 Aggrieved Employees who worked 3,422 pay periods during the PAGA period.

18 16. The *highest* Individual PAGA Share to an Aggrieved Employee is currently
19 estimated to be approximately \$56.98, the *average* Individual PAGA Share is currently estimated
20 to be approximately \$40.00.

21 17. ILYM Group's total fees and costs for services in connection with the administration
22 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
23 costs for completion of the settlement administration, are \$7,800.00. ILYM Group's work in
24 connection with this matter will continue with the calculation of the settlement award payments,
25 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
26 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
27 Group to perform.

28

1 I declare under penalty of perjury under the laws of the State of California and the
2 United States that the foregoing is true and correct to the best of my knowledge and that this
3 Declaration was executed this 30th day of August 2023, at Tustin, California.

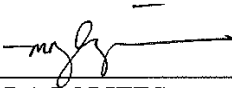
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8 CASSANDRA POLITES
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EXHIBIT “A”

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Trinh v. Precision Metal Products, Inc., San Diego County Superior Court Case No. 37-2022-00000965-CU-OE-CTL)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<MERGED_ClassAward>>. See the explanation below. Your estimated PAGA Settlement Share is: \$<<MERGED_PAGAAward>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Vy Trinh (“Plaintiff”) and Defendants Precision Metal Products, Inc. and HBD Industries, Inc. (collectively “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendants and performed work in California during the Class Period.

The “Class Period” is the period of time running from January 10, 2018 to June 8, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 10, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Diego. Plaintiff asserted claims that Defendants: (a) Wrongfully terminated Plaintiff in violation of public policy; (b) Violated Government Code § 12940 – disability discrimination; (c) Violated California Business and Professions Code § 17200 *et seq.*; (d) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (e) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (f) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (g) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (h) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (i) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (j) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime

that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action.

Beginning on June 8, 2022, the Parties participated in mediation with Hon. Judge Steven Denton (Ret.), an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on June 9, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Fifty Thousand Dollars (\$450,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,300.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award for attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$150,000.00) and expenses of not more than \$15,000.00 for all costs incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$15,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$5,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Individual Settlement Payments to Class Members. After all the above payments of the court-approved Class Counsel’s attorneys’ fees and costs, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendants’ records, a member of the class worked at least one-day during any such workweek.
- Calculation of Individual Payments to PAGA Class Members. The Net PAGA Amount shall be distributed to PAGA Class Members irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Class Members during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Class Member during the PAGA Period. “PAGA Class Members” means all non-exempt employees who are or previously were employed by Defendants and performed work in California during the PAGA Period. The PAGA Period means the period between November 5, 2020 to June 8, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 25% of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 75% of each Individual Settlement Payment is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the Individual Payments paid to PAGA Class Members, and each PAGA Class Member will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all class claims that were alleged, or could have been alleged in the operative complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Release by the PAGA Class Members. The Released PAGA Claims shall be released as follows: Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendants, all PAGA Class Members shall release all PAGA claims alleged or which could have been alleged based on the facts alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA, or arising from the operative complaint and/or Plaintiff's PAGA notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you. PAGA Class Members cannot exclude themselves from the PAGA Settlement. If you are a PAGA Class Member, you will release the Released PAGA Claims and will receive your share of the PAGA Settlement regardless of whether you request to be excluded from the Settlement.

5. How much will my payment be?

Defendants' records reflect that you have <<MERGED_ClassWW>> Workweeks worked during the Class Period, which runs from January 10, 2018 to June 8, 2022.

Based on this information, your estimated Individual Settlement Payment is \$<<MERGED_ClassAward>>.

Defendants' records reflect that you have <<MERGED_PAGAPP>>. pay periods worked during the PAGA Period, which runs from November 5, 2020 through June 8, 2022.

Based on this information, your estimated PAGA Payment Share is \$<<MERGED_PAGAAward>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than August 24, 2023.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. (888) 250-6810.

The Court will hold a hearing on October 16, 2023 to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement

Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://ilymgroup.com/PrecisionMetals>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit a written request to exclude yourself to the Settlement Administrator, by First Class Mail, signed, dated and postmarked no later than **August 24, 2023**. The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you and must indicate, in substance, that you wish to exclude yourself from the settlement. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after **August 24, 2023** or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Trinh v. Precision Metal Products, Inc., San Diego County Superior Court, Case No. 37-2022-00000965-CU-OE-CTL***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than August 24, 2023. The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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tdupuy@grsm.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 09:00 AM on October 16, 2023, at the San Diego County Superior Court, Department C-60, located at 330 West Broadway, San Diego, CA 92101, before Judge Matthew C. Braner. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Trinh v. Precision Metal Products, Inc., San Diego County***

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In the event an Individual Settlement Payment and/or Individual Payment to PAGA Class Member has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall pay all funds from such uncashed checks to State Controller's Office. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.