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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

MONICA OJEDA, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

U.S. PRECISION SHEET METAL, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CVRI2401083

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Harold
Hopp, Dept. 1]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: December 17, 2025

Time: 8:30 a.m.

Dept.: 1

Complaint filed: February 28, 2025

FAC filed: October 29, 2025

Trial date: Not set

1 On or around August 21, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Monica Ojeda ("Plaintiff") now seeks an
3 order granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice
4 ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration
5 of Benjamin H. Haber in Support of Plaintiff's Motion for Final Approval of Class Action Settlement
6 as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant U.S. Precision Sheet Metal, Inc. ("Defendant," and
17 together with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and
21 PAGA Settlement Agreement and Class Notice, attached to the Declaration of Benjamin H. Haber
22 in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharge Defendant from
28 all Released Claims as defined in the Settlement. Upon Defendant fully funding the Settlement as

described in this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims asserted or that could have been asserted based on the facts pled in the operative complaints, including but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify employees for expenditures based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6. Upon Defendant fully funding the Settlement as described in this Agreement, Plaintiff releases for herself and the State of California all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations alleged in Plaintiffs pre-filing letter to the LWDA against the Released Parties, including all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Action complaint, and the PAGA Notice, and ascertained in the course of the Actions, including, (1) failure to pay for all hours worked, including minimum, straight time, regular rate, and overtime wages; (2) failure to provide meal periods and/or pay associated premiums; (3) failure to authorize and permit rest breaks and/or pay associated premiums; (4) failure to timely pay all earned wages during employment; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; and (8) failure to indemnify for necessary expenditures. Plaintiff does

1 not release any Aggrieved Employee's claims for wages or damages except as specified in Section
2 5.2 of the Settlement Agreement. In light of the binding nature of a PAGA judgment on non-party
3 employees pursuant to *Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969, Aggrieved
4 Employees will be deemed bound by the judgment entered on the Released PAGA Claims, and shall
5 be precluded from asserting a subsequent claim under PAGA against Defendant for any of the
6 Released PAGA Claims arising during the PAGA Period as described in this paragraph and the
7 Settlement Agreement.

8 7. The Parties shall bear their own respective attorneys' fees and costs, except as
9 otherwise provided for in the Settlement and approved by the Court.

10 8. Solely for purposes of effectuating the Settlement, the Court finally certified the
11 following Class – means all persons employed by Defendant in California and classified as
12 hourly-paid or non-exempt employees who worked for Defendant during the Class Period.

13 9. No Class Member has objected to the terms of the Settlement.

14 10. No Class Member has requested exclusion from the Settlement.

15 11. The Notice provided to the Class conforms with the requirements of California Rules
16 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
17 by providing individual notice to all Class Members who could be identified through reasonable
18 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
19 therein to the Class Members. The Notice fully satisfies the requirements of due process.

20 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
21 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
22 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
23 Payments to the Participating Class Members in accordance with the terms of the Settlement, with
24 the following additions: (a) Any envelope transmitting a settlement distribution to a Class Member
25 shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED," (b)
26 the Settlement Administrator shall mail a reminder postcard to any class member whose settlement
27 distribution check has not been negotiated within 60 days after the date of mailing; and (c) if (i) any
28 of the Class Members are current employees of the Defendant, (ii) the distribution mailed to those

employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with the Defendant to have those distributions delivered to the employee Class Members at their place of employment.

13. Defendant shall pay a total of \$431,850.00 to resolve this litigation and to separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

14. From the Gross Settlement Amount, \$15,000.00 shall be paid to Plaintiff Monica Ojeda, for her services as class representative and for her agreement to release claims.

15. From the Gross Settlement Amount, \$5,000.00 shall be paid to the Settlement Administrator, Apex Class Action Administration.

16. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox and Lucy Nguyen of Wilshire Law Firm, PLC as Class Counsel.

17. The *cy pres* recipient is Legal Aid at Work, located at 180 Montgomery St # 600, San Francisco, CA 94104. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") Legal Aid at Work. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

18. From the Gross Settlement Amount, Class Counsel is awarded \$143,950.00 for their reasonable attorneys' fees and \$15,466.81 for their reasonable costs incurred in the action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

19. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

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2 **IT IS SO ORDERED.**

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4 DATE:

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6 Hon. Harold Hopp
7 Riverside County Superior Court
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