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

MONICA OJEDA, individually, 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] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 17, 2025

Time: 8:30 a.m.

Dept: 1

Complaint filed: February 28, 2025
Trial date: not set

1 The Court has before it Plaintiff Monica Ojeda's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement and Class Notice (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant U.S. Precision
10 Sheet Metal, Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached to the
11 Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Preliminary Approval of
12 Class Action Settlement as Exhibit 1. A true and correct copy of the Notice to be sent to the
13 class is attached to this order as **Exhibit A**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$431,850.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a \$30,000.00 payment to the State of California, Labor & Workforce Development Agency
20 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act ("PAGA"), with 75% of which (\$22,500.00) being paid to the LWDA and 25%
22 (\$7,500.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
23 payments of up to \$15,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed
24 1/3 of the Gross Settlement Amount (\$143,950.00), and up to \$20,000.00 in costs for actual
25 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 \$5,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement of claims for penalties under the PAGA, and the class representatives' enhancement awards should be finally approved as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the “Settlement Class”): “all persons employed by Defendant in California and classified as hourly-paid or non-exempt employees who worked for Defendant during the Class Period.”

6. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect

the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Monica Ojeda. The Court further preliminarily approves Plaintiff's ability to request incentive awards up to \$15,000.00.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 1/3 of the Total Settlement Amount (\$143,950.00), and costs not to exceed 20,000.00.

9. The Court appoints Apex Class Action Administration as the Settlement Administrator with reasonable administration costs estimated not to exceed \$5,000.00.

10. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

13. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 15 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant

Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 1. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Harold Hopp
Riverside County Superior Court

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Ojeda, et al. v. U.S. Precision Sheet Metal, Inc., Riverside Superior Court Case No. CVRI2401083

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against U.S. Precision Sheet Metal, Inc. (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Defendant employee Monica Ojeda (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (December 22, 2020 to November 18, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (March 26, 2023 to November 18, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA

Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion attached as **Exhibit 1** to this Notice or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a completed and signed copy of the Exclusion Form attached as Exhibit 1 to this notice. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period PayPeriods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Justin F. Marquez and Benjamin H. Haber, of Wilshire Law Firm PLC (“Class Counsel.”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)

Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$431,850.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$143,950.00 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in

amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”), Legal Aid at Work.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a completed and signed copy of the Exclusion Form by the Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

1 8. Administrator. The Court has appointed a neutral company, Apex Class Action (the
2 “Administrator”) to send this Notice, calculate and make payments, and process Class
3 Members’ Requests for Exclusion. The Administrator will also decide Class Member
4 Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and
perform other tasks necessary to administer the Settlement. The Administrator’s contact
information is contained in Section 9 of this Notice.

5 9. Participating Class Members’ Release. After the Judgment is final and Defendant has
6 fully funded the Gross Settlement and separately paid all employer payroll taxes,
7 Participating Class Members will be legally barred from asserting any of the claims
8 released under the Settlement. This means that unless you opted out by validly excluding
9 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any
other lawsuit against Defendant or related entities for wages based on the Class Period
facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and
resolved by this Settlement.

10 The Participating Class Members will be bound by the following release:

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

28 10. PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross
Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the State
of California will be barred from asserting PAGA claims against Defendant. This means
that all Aggrieved Employees, including those who are Participating Class Members and
those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in
any other PAGA claim against the Released Parties based on the PAGA Period facts
alleged in the Action and resolved by this Settlement.

The PAGA Release is as follows:

Plaintiff releases for herself and the State of California all claims for statutory penalties that could

1 have been sought by the Labor Commissioner for the violations alleged in Plaintiff's pre-filing
2 letter to the LWDA against the Released Parties, including all claims for PAGA penalties that were
3 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
4 PAGA Action complaint, and the PAGA Notice, and ascertained in the course of the Actions,
5 including, (1) failure to pay for all hours worked, including minimum, straight time, regular rate,
6 and overtime wages; (2) failure to provide meal periods and/or pay associated premiums; (3)
7 failure to authorize and permit rest breaks and/or pay associated premiums; (4) failure to timely
8 pay all earned wages during employment; (5) failure to maintain accurate records of hours worked
9 and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate
10 itemized wage statements; and (8) failure to indemnify for necessary expenditures. Plaintiff does
11 not release any Aggrieved Employee's claims for wages or damages except as specified in
12 paragraph 8, above (Section 5.2 of the Settlement Agreement)..

8 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 9 1. Individual Class Payments. The Administrator will calculate Individual Class Payments
10 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
11 by all Participating Class Members, and (b) multiplying the result by the number of
12 Workweeks worked by each individual Participating Class Member.
- 13 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
14 Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked
15 by all Aggrieved Employees and (b) multiplying the result by the number of PAGA
16 Period Pay Periods worked by each individual Aggrieved Employee.
- 17 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
18 during the Class Period and the number of PAGA Pay Periods you worked during the
19 PAGA Period, as recorded in Defendant's records, are stated in the first page of this
20 Notice. You have until _____ to challenge the number of Workweeks
21 and/or Pay Periods credited to you. You can submit your challenge by signing and
22 sending a signed copy of the objection form attached as **Exhibit 2** to this Notice to the
23 Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's
24 contact information.

25 You need to support your challenge by sending copies of pay stubs or other records. The
26 Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on
27 Defendant's records as accurate unless you send copies of records containing contrary
28 information. You should send copies rather than originals because the documents will not be
returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based
on your submission and on input from Class Counsel (who will advocate on behalf of
Participating Class Members) and Defendant's Counsel. The Administrator's decision is final.
You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check

to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a completed and signed copy of the Exclusion Form attached as Exhibit 1 to this notice to the Administrator. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Submit a completed and signed copy of the Objection Form included as Exhibit 2 to this notice to the Administrator. Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your

objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely via <https://www.riverside.courts.ca.gov/remoteppearance>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>) and entering the Case Number for the Action, Case No. CVRI2301768. A copy of the full settlement agreement is attached as Exhibit 1 to the declaration of Benjamin H. Haber filed in support of Plaintiff's Motion for Preliminary Approval of this Settlement on June 30, 2025. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Courthouse, located at 4050 Main Street, Riverside, CA 92501, or by calling (951) 777-3147.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Benjamin H. Haber

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Daniel J. Kramer

daniel.kramer@wilshirelawfirm.com

WILSHIRE LAW FIRM, PLC

660 S. Figueroa St., Sky Lobby

Los Angeles, CA 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

1 Settlement Administrator:Name of
2 Company:
3 Email Address:
4 Mailing Address:
5 Telephone:
6 Fax Number:

7 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

8 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
9 as long as you request a replacement before the void date on the face of the original check. If
10 your check is already void you should consult the Unclaimed Property Fund for instructions on
11 how to retrieve the funds.

12 **11. WHAT IF I CHANGE MY ADDRESS?**

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14 To receive your check, you should immediately notify the Administrator if you move or
15 otherwise change your mailing address.
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EXHIBIT 1

1 **COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO NOT* PARTICIPATE IN THIS**
2 **SETTLEMENT AND CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE**

3 **EXCLUSION FORM**

4 *Monica Ojeda v. U.S. Precision Sheet Metal, Inc.*
5 Riverside County Superior Court, Case No. CVRI2401083

6 **INSTRUCTIONS:** TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE,
7 SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT,
8 POSTAGE PAID, POSTMARKED ON OR BEFORE [+60 DAYS FROM MAILING],
9 ADDRESSED AS FOLLOWS:

10 ***INSERT ADMINISTRATOR INFO***

11 Please fill in all of the following information (type or print):

12 NAME (First, Middle, Last): _____
13 STREET ADDRESS: _____
14 CITY, STATE, ZIP CODE: _____
15 TELEPHONE NUMBERS: Home: _____ Work: _____

16 **IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING**
17 **THIS FORM POSTMARKED ON OR BEFORE [DATE].**

18 I [insert your name] _____ wish to be excluded from the Settlement Class in
19 the case of *Monica Ojeda v. U.S. Precision Sheet Metal, Inc.*, Riverside County Superior Court,
20 Case No. CVRI2401083.

21 I understand I will not receive money from the proposed class action settlement.

22 I further verify that the following is true: My name, address and other contact information are
23 accurately set forth above. I received and had the opportunity to read the Class Notice and
24 Settlement Information Form that were sent to me along with this Exclusion Form. I understand
25 that by signing this side of the form, I voluntarily choose to exclude myself from the proposed
26 settlement of this class action. **I understand that by excluding myself, I may not accept any
27 money allocated for me in the proposed settlement, other than the amount I am receiving
28 under the Private Attorneys General Act (“PAGA”) portion which I cannot exclude myself
from. I understand that by excluding myself, I may not object to the settlement.** On the other
hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in
my individual capacity, I shall have to do so separately. I understand that any such claims are
subject to strict time limits, known as statutes of limitations, which restrict the time within which
I may file any such action. I understand that I should consult with an attorney at my own expense
if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt
out of the settlement. U.S. Precision Sheet Metal, Inc. has not encouraged me to opt out, and I
choose to opt out of my own free will.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true
and correct.

Signed: _____

Date: _____

Print Name: _____

Last four digits of Social Security Number/: _____

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EXHIBIT 2

1 **COMPLETE THIS FORM *ONLY* IF YOU CHOOSE TO *OBJECT* TO**
2 **THE SETTLEMENT.**

3 **OBJECTION FORM**

4 *Monica Ojeda v. U.S. Precision Sheet Metal, Inc.*

5 Riverside County Superior Court, Case No. CVRI2401083

6 **INSTRUCTIONS:** TO OBJECT TO THE SETTLEMENT IN WRITING, YOU
7 MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL
8 OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [+60 DAYS
9 FROM MAILING], ADDRESSED AS FOLLOWS:

10 ***INSERT ADMINISTRATOR INFO***

11 Please fill in all of the following information (type or print):

12 NAME (First, Middle, Last): _____
13 STREET ADDRESS: _____
14 CITY, STATE, ZIP CODE: _____
15 TELEPHONE NUMBERS: Home: _____ Work: _____

16 If applicable, the contact information for my legal counsel is as follows:

17 NAME (First, Middle, Last): _____
18 FIRM: _____
19 STREET ADDRESS: _____
20 CITY, STATE, ZIP CODE: _____
21 TELEPHONE NUMBERS: Office: _____ Fax: _____

22 **IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING**
23 **THIS FORM POSTMARKED ON OR BEFORE [DATE].**

24 I [insert your name] _____ wish to object to the Settlement in the case of
25 *Monica Ojeda v. U.S. Precision Sheet Metal, Inc.*, Riverside County Superior Court, Case No.
26 CVRI2401083. I object to the settlement on the following grounds (attach additional pages if
27 necessary):
28 _____

[illegible]

Signed: _____
Date: _____
Print Name: _____
Last four digits of Social Security Number/: _____