

F I L E D
San Diego Superior Court

DEC 16 2025

Clerk of the Superior Court
By: K. Mulligan, Deputy

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6 Attorney for Plaintiff,
7 Victor Manuel Ibarra, on behalf of himself and all others similarly situated, and on behalf of the
8 general public

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10
11 VICTOR MANUEL IBARRA, on behalf of
12 himself and all others similarly situated, and
13 on behalf of the general public,

13 Plaintiff,

14 vs.

15 PRECISION METAL PRODUCTS, INC., a
16 Delaware Corporation, HBD INDUSTRIES,
17 INC., a Delaware Corporation, and DOES 1
18 through 10, inclusive,

18 Defendants.

CASE NO.: 24CU003229C

**REVISED [~~PROPOSED~~] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

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**REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval and conditional certification of the Class;
2. The Court grants preliminary approval of Plaintiff Victor Manuel Ibarra as Class Representative;
3. The Court grants preliminary approval of Otkupman Law Firm, A Law Corporation, as Class Counsel;
4. The Court grants preliminary approval of Settlement of claims as set forth in the Settlement Agreement;
5. The Court approves the proposed Class Notice attached hereto as Exhibit "A" and the proposed Exclusion Form;
6. The Court grants preliminary approval of the Gross Settlement Amount of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00). With the exception of employer side payroll taxes and any triggering of the escalator clause, the Gross Settlement Amount is the maximum Precision shall be required to pay in settlement and is inclusive of all attorneys' fees and costs awarded herein;
7. The Court grants preliminary approval of ILYM Group, Inc. ("ILYM") as Settlement Administrator and payment of service in the amount of Six Thousand Four Hundred Fifty Dollars (\$6,450.00);
8. The Court grants preliminary approval of a Class Representative Enhancement Payment to Plaintiff Victor Manuel Ibarra in an amount up to Ten Thousand Dollars (\$10,000.00);
9. The Court grants preliminary approval of the payment to Class Counsel of reasonable attorney's fees of One Hundred Forty-One Thousand Five Hundred Twenty-Five Dollars (\$141,525.00) and costs up to Twenty-Five Thousand Dollars (\$25,000.00);
10. The Court grants preliminary approval of the PAGA Payment in the amount of Twenty-Five Thousand Dollars (\$25,000.00). Sixty-five percent (65%) of this amount will be paid

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to the LWDA and thirty-five percent (35%) of this amount will be paid to the Aggrieved Employees on a pro rata basis.

11. The Court grants the schedule for implementation of the terms of the Settlement Agreement and the Court sets a hearing on final approval on April 3, 2026 at 8:30 a.m in Department C-74.

DATED: 12-16-25


HON. JUDGE OF THE SUPERIOR COURT

BLAINE K. BOWMAN

EXHIBIT A

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

Victor Manuel Ibarra, et al. v. Precision Metal Products, Inc., et al.
San Diego County Superior Court Case No. 24CU003229C

***The Superior Court for the State of California authorized this Notice. Read it carefully!
This Notice is 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 Precision Metal Products, Inc. (“Precision”). for alleged wage and hour violations. The Action was filed by a former Precision employee, Victor Manuel Ibarra (“Plaintiff”), and seeks payment of wages, penalties, and interest for a class of all current and former non-exempt employees of Precision who worked for Precision in California at any time during the period from June 9, 2022 through [the date the Court grants preliminary approval of the Settlement] (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees of Precision who worked for Precision in California at any time during the period from July 26, 2023 through [the date notice is given by the Court granting preliminary approval of the Settlement] (“Aggrieved Employees”).

Precision denies all liability and is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. However, Precision recognizes the risks, distractions, and costs associated with continued litigation.

The Court has not made any ruling on the merits of this case.

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

Based on Precision’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less all required payroll taxes and withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 Precision’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 Precision’s records showing that **you worked approximately [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either periods, 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 Precision to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Precision.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don’t Have to Do Anything to Participate in the Settlement</p>	<p>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 Precision that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-Out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-Out Deadline is </p>	<p>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 written Request for Exclusion. 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.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Precision must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by </p>	<p>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.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>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.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by </p>	<p>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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Precision’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.</p>

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Precision. The Action accuses Precision of violating California labor laws by failing to provide meal periods or compensation in lieu thereof, failing to provide rest periods or compensation in lieu thereof, failing to pay all wages, failing to comply with itemized employee wage statement provisions, failing to timely pay wages due at termination, failing to timely pay employees, failing to reimburse employees for business expenses, and failing to pay for all hours worked, including overtime hours. Based on the same claims, Plaintiff has also asserted a claim for unfair business practices under Business and Professions Code § 17200 and 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: Otkupman Law Firm, A Law Corporation (“Class Counsel.”)

Precision denies all liability and is confident that it has strong legal and factual defenses to the above claims, and contends that its conduct is and has been lawful at all times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. However, Precision recognizes the risks, distractions, and costs associated with continued litigation.

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

So far, the Court has made no determination whether Precision or Plaintiff is correct on the merits. In the meantime, Plaintiff and Precision engaged Lisa Klerman, an experienced, neutral mediator, in an effort to resolve the Action by negotiating 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 Precision 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, Precision 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) Precision 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?

A. Precision will pay \$425,000.00 as the Gross Settlement Amount (Gross Settlement). Precision 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, Precision will fund the Gross Settlement Amount within the later of (a) 45 days after the date when the final approval of Settlement can no longer be appealed, or (b) July 31, 2026.

B. 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:

1. Up to \$141,525.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 to Class Counsel for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Up to \$10,000.00 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.
3. A payment to the Administrator for services administering the Settlement, the cost of which is currently estimated to be \$6,450.00.
4. Up to \$25,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% 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.

C. 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.

D. Taxes Owed on Payments to Class Members. Plaintiff and Precision are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion.") The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes Precision owes on the Wage Portion will be paid separate and apart from the Gross Settlement Amount. 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 Precision 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.

E. 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 transmitted to California Controller's Unclaimed Property Fund.

F. 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 written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 Precision.

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 Precision based on the PAGA Period facts alleged in the Action.

G. 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Precision have agreed that, in either case, the Settlement will be void: Precision will not pay any money and Class Members will not release any claims against Precision.

H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member 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.

I. Participating Class Members' and Aggrieved Employees' Releases. After the Judgment is final and Precision has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Precision 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.

The Participating Class Members will be bound by the following release: Effective on the date when Precision fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of Individual Class Payments, all Participating Class Members will release Released Parties from all claims for violations of the following Labor Code sections that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period, and as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's First Amended Complaint, arising at any time during the Class Period, including but

not limited to: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages; (4) knowing and intentional failure to comply with itemized employee wage statement provisions; (5) failure to timely pay wages due at termination; (6) failure to timely pay employees in violation of Labor Code section 204, subdivisions (a) and (b); (7) failure to reimburse for business expenses; (8) failure to pay for all hours worked, including overtime hours; (9) violation of Labor Code section 221; (10) violation of Business and Professions Code section 17200; and (11) penalties pursuant to Labor Code section 2699, subdivision (f) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a), (b), 2802, 221, 210, 218, together with any other claims, remedies, penalties or interest that could have been pled based on the facts alleged in the First Amended Complaint; and all claims that Plaintiff and the Class Employees may have against the Released Parties relating to (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period.

The Aggrieved Employees will be bound by the following release: Effective on the date when Precision fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of Individual Class Payments, all Aggrieved Employees will release the Released Parties from all claims for violations of the following Labor Code sections on behalf of Plaintiff, the PAGA Employees and the State of California for the entire PAGA Period, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's First Amended Complaint, including (a) penalties under PAGA for alleged violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 221, 226, 226.4, 226.7, 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2699 et seq., claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, improper deductions from pay, and failure to reimburse business expenses, together with claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Employees and PAGA Employees; and all claims that Plaintiff, the State of California, and the PAGA Employees may have against the Released Parties relating to (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

B. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during

the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Precision's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Precision's calculation of Workweeks and/or Pay Periods based on Precision's records as accurate unless you send copies of records containing contrary 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 Precision's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

You do not have to do anything to receive payment of your portion of the Settlement. If you do nothing, you will be considered a "Participating Class Member" and the Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

If you choose to opt-out of the Class Settlement (see Section 6 below), you will be considered a "Non-Participating Class Member" and the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you as an Aggrieved Employee. Although you may choose to opt out of the Class portion of the Settlement, you may not opt out of the PAGA portion of the Settlement.

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 written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Ibarra v. Precision Metal Productions, Inc.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). 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 [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who have not opted out of the Class Settlement) have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Precision are asking the Court to approve. At least 16 court days before the [REDACTED] 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 [REDACTED].

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 [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ibarra v. Precision Metal Products, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Precision, and sign the objection. 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 [REDACTED] at [REDACTED] in Department C-74 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. 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 virtually. 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 [REDACTED] 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 Precision and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgement or any other Settlement documents is to go to ILYM's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also personally review

court documents in the Clerk's Office at the San Diego County Superior Court during its regular business hours each business day or on the Court's website.

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

Class Counsel:

Name of Attorney: Roman Otkupman; Nidah Farishta

Email Address: Roman@OLFLA.com; Nidah@OLFLA.com

Name of Firm: Otkupman Law Firm, A Law Corporation

Mailing Address: 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362

Telephone: (818) 293-5623

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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