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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 16 2025

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

11 SYLVIA CARPENTER, individually and on  
12 behalf of all others similarly situated, the State of  
13 California, and other aggrieved persons,

14 Plaintiff,

15 v.

16 PRECISION STAMPING SOLUTIONS, INC., a  
17 corporation; and DOES 1 through 10, inclusive,

18 Defendants.

Case No.: CVRI2205196  
Assigned to: Hon. Harold W. Hopp, Dept. 1  
Complaint Filed: November 29, 2022  
Trial Date: Not set.

**CLASS AND PAGA ACTION**

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

Hearing Date: April 16, 2025  
Hearing Time: 8:30 a.m.  
Hearing Dept.: 1

21 On or around December 5, 2024, this Court issued an Order Granting Preliminary Approval of  
22 Class Action Settlement. Plaintiff Sylvia Carpenter ("Plaintiff") now seeks an order granting final  
23 approval of the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement  
24 Agreement"). The Class Action and PAGA Settlement Agreement and Class Notice is attached to the  
25 Declaration of Molly DeSario filed on March 12, 2025, in Support of Plaintiff's Motion for Final  
26 Approval of Class Action Settlement as **Exhibit 1**.

27 Due and adequate notice having been given to the Class, and the Court having reviewed and

1 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class Action  
2 Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein,  
3 and the absence of any written objections received regarding the proposed settlement, and having  
4 reviewed the record in this action, and good cause appearing therefor,

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

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

8 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Settlement  
9 Class Members, and Defendant Precision Stampings Solutions, Inc. ("Defendant").

10 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and  
11 reasonable and therefore meets the requirements for final approval. The Court grants final approval of  
12 the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement  
13 attached to the Declaration of Molly DeSario in Support of Plaintiff's Motion for Final Approval of Class  
14 Action Settlement as **Exhibit 1**.

15 4. The Court finds that the Settlement appears to have been made and entered into in good  
16 faith and hereby approves the settlement subject to the limitations on the requested fees and  
17 enhancements as set forth below.

18 5. Plaintiff and all Participating Class Members shall have, by operation of this Final Order  
19 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant from all  
20 Released Claims as defined in the Settlement.

21 6. All Participating Class Members, on behalf of themselves and their respective former and  
22 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
23 Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class  
24 Period facts stated in the Operative Complaint, including any and all claims involving any recovery of  
25 unpaid minimum wages and unpaid overtime (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, 1198), failure  
26 to provide meal and rest periods (Cal. Lab. Code §§ 226.7, 512), failure to provide accurate wage  
27 statements (Cal. Lab. Code § 226), failure to pay all wages due at separation (Cal. Lab. Code §§ 201-

1 203), failure to reimburse business expenses (Cal. Lab. Code § 2802), and violation of Unfair Business  
2 Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). Except as set forth in Section 6.3 of the Settlement  
3 Agreement, Participating Class Members do not release any other claims, including claims for vested  
4 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
5 insurance, disability, social security, workers' compensation, or claims based on facts occurring outside  
6 the Class Period.

7 7. Regarding the Released PAGA Claims (described in sections 5.2 and 5.3 of the  
8 Settlement Agreement, with this provision overriding any potentially conflicting terms), upon the  
9 complete funding of the Gross Settlement Amount, only Plaintiff and the State of California shall fully  
10 release and discharge the Released Parties from any and all Released PAGA Claims for statutory  
11 penalties that could have been sought by the Labor Commissioner for the violations identified in  
12 Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any Aggrieved Employee's individual  
13 claims for unpaid wages or damages. This release is limited to claims arising during the PAGA Period.  
14 In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior*  
15 *Court (Angelo Dairy) (2009) 46 Cal.4th 969*, Aggrieved Employees will be deemed bound by the  
16 judgment entered on the Released PAGA Claims, and shall be precluded from asserting a subsequent  
17 claim under PAGA against Defendant for any of the Released PAGA Claims arising during the PAGA  
18 Period as described in this paragraph and the Settlement Agreement.

19 8. As of the Effective Date, all members of the Settlement Class, except those that made a  
20 valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,  
21 discharge, and promise never to assert in any forum or otherwise make a claim against any of the  
22 Released Parties for any of the Released Claims arising during the Settlement Period. No Class Member  
23 has excluded themselves from the Settlement and no Class Member has objected to the Settlement.

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

26 10. Solely for purposes of effectuating the settlement, the Court finally certified the following  
27 Class, all persons who worked for any Defendant in California as an hourly-paid or non-exempt

1 employee at any time during the relevant Class Period.

2 11. No Class Member has objected to the terms of the Settlement.

3 12. The Notice provided to the Class conforms with the requirements of California Rules of  
4 Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing  
5 individual notice to all Class Members who could be identified through reasonable effort, and by  
6 providing due and adequate notice of the proceedings and of the matters set forth therein to the Class  
7 Members. The Notice fully satisfies the requirements of due process.

8 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the  
9 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment are  
10 fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to  
11 the Participating Class Members in accordance with the terms of the Settlement, with the following  
12 additions: (a) Any envelope transmitting a settlement distribution to a Class Member shall bear the  
13 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED;" (b) the Settlement  
14 Administrator shall mail a reminder postcard to any class member whose settlement distribution check  
15 has not been negotiated within 60 days after the date of mailing; and (c) If (i) any of the Class Members  
16 are current employees of the Defendant, (ii) the distribution mailed to those employees is returned to the  
17 Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to  
18 locate a valid mailing address, the Settlement Administrator shall arrange with the Defendant to have  
19 those distributions delivered to the employee Class Members at their place of employment.

20 14. Defendants shall pay a total of \$785,000.00 to resolve this litigation and to separately pay  
21 any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

22 15. From the Gross Settlement Amount, \$18,750.00 shall be paid to the California Labor and  
23 Workforce Development Agency, representing 75% of the penalties awarded under the terms of the Joint  
24 Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of 2004,  
25 California Labor Code section 2698, *et seq.*

26 16. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Sylvia Carpenter  
27 for her services as a class representative and for her agreement to release claims.

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1 17. From the Gross Settlement Amount, \$6,250.00 shall be paid to the Settlement  
2 Administrator, ILYM Group, Inc. ("ILYM").

3 18. The Court hereby confirms Molly DeSario, Arsiné Grigoryan, Tyler Woods, Peter  
4 Horton, Alan Wilcox, and Bradford Smith of Wilshire Law Firm, PLC as Class Counsel.

5 19. From the Gross Settlement Amount, Class Counsel is awarded \$261,666.67 for their  
6 reasonable attorneys' fees and \$10,000.00 for their reasonable costs incurred in the Action. The fees  
7 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the  
8 fees are reasonable in light of the benefit provided to the Class.

9 20. For any Class Member whose settlement check(s) remain uncashed and cancelled after  
10 the void date, the Settlement Administrator shall transmit the funds represented by such checks to the  
11 California Controller's Unclaimed Property Fund in the name of the Class Member. The address for  
12 the California State Controller's Office, Unclaimed Property Division, is P.O. Box 942850,  
13 Sacramento, CA 94250-5873. The procedure for claiming unclaimed funds is described on the  
14 California State Controller's Office website at [https://www.sco.ca.gov/upd\\_claim\\_property.html](https://www.sco.ca.gov/upd_claim_property.html).

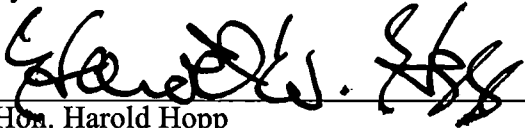
15 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class  
16 Members by posting a copy of the Final Approval Order and the Judgment on ILYM's website for a  
17 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order and  
18 Judgment.

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

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

24 **IT IS SO ORDERED.** Hearing Re: Final Report (Nonappearance) set for 02/27/2026 at 8:30 AM  
in Department 1.  
25 Declaration/ Report by Settlement Administrator to be filed no later than  
02/20/2026.

26 DATE: 4/16/25

27   
Hon. Harold Hopp  
Riverside County Superior Court