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**FILED**  
Superior Court of California  
County of Los Angeles

11/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     M. Mata                     Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

JORGE HUIZAR, on behalf of himself and  
all others similarly situated,

Plaintiffs,  
vs.

NATIONAL METAL STAMPINGS, INC.,  
a California Corporation; and, DOES 1  
through 100, inclusive,

Defendants.

Case No. 22STCV14679

Assigned for All Purposes to:  
*The Hon. Maren Nelson*  
Dept. SSC-17

**[PROPOSED] JUDGMENT**

Hearing: October 24, 2023  
Time: 9:00 a.m.

Filed: May 03, 2022  
Trial Date: None

**[PROPOSED] JUDGMENT**

Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs (“Final Approval Order”), JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

1. This Judgment is entered in accordance with and incorporates by reference the Court’s Order Granting Final Approval of Class Action Settlement and Motion for Attorneys’ Fees and Costs, and the definitions in the Amended Stipulation Re: Settlement of Class Action

1 Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit A to the Declaration  
2 of Sam Kim in Support of Plaintiff’s Motion For Final Approval of Class Action Settlement  
3 filed on September 29, 2023, and all terms defined therein shall have the same meaning as set  
4 forth in the Settlement Agreement. Pursuant to Rule 3.769 (h) of the California Rules of Court,  
5 the Court hereby enters judgment consistent with and expressly set forth in the Settlement  
6 Agreement in the above-entitled case for Plaintiff Jorge Huizar, the LWDA, Participating  
7 Settlement Class Members and Aggrieved Employees.

8           2. Class Counsel shall file this Judgment, and provide the same to the Settlement  
9 Administrator, who shall post the Judgment on the Settlement Administrator’s website  
10 (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7)  
11 calendar days after Judgement. The Settlement Administrator shall post a copy of this signed  
12 judgment for one hundred eighty (180) calendar days on its website in compliance with Rule  
13 3.771(b) of the California Rules of Court in order to provide notice to the Participating  
14 Settlement Class Members of this Judgment.

15           3. The Participating Settlement Class Members bound by this Judgment include:  
16 “all hourly employees employed by Defendant in the State of California during the Class  
17 Period.” The Class Period” is the period from May 3, 2018 to July 20, 2022.

18           4. The Aggrieved Employees bound by the Judgment are as follows: “all hourly  
19 employees employed by Defendant in the State of California during the PAGA Period.”  
20 (“Aggrieved Employees”). The PAGA Period is the period from May 11, 2021 to July 20,  
21 2022.

22           5. There were no valid opt outs submitted by any Class Member to the Settlement  
23 Agreement.

24           6. The Individual Settlement Payments to Participating Settlement Class Members  
25 shall be made from the Net Settlement Amount according to the terms of the Settlement  
26 Agreement. The Net Settlement Amount is equal to the Gross Settlement Amount of  
27 \$445,000.00 minus the following payments:

- 28           a. \$7,500.00 shall be paid to class representative Plaintiff, Jorge Huizar;

- 1           b. \$7,250.00 in settlement administration fees and costs shall be paid to Phoenix  
2           Settlement Administrator for the fees and costs of administering the Settlement;  
3           c. \$148,333.33 in attorney’s fees shall be paid to Verum Law Group, APC (“Class  
4           Counsel”);  
5           d. \$9,894.57 in costs shall be paid to Verum Law Group;  
6           e. \$15,000.00 allocated to penalties under PAGA, of which \$11,250.00 shall be  
7           paid by the Settlement Administrator directly to the LWDA and the remaining  
8           \$3,750.00 shall be paid to Aggrieved Employees.

9           7. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h)  
10 of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over  
11 this action, the Plaintiff, Class Members, Aggrieved Employees, and Defendant for the  
12 purposes of: (a) supervising the implementation, enforcement, construction, and interpretation  
13 of the Settlement Agreement, the Final Approval Order, and this Judgment; and (b) supervising  
14 distribution of amounts paid under this settlement.

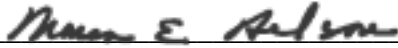
15           8. Effective on the date when Defendant fully funds the entire Gross  
16 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
17 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims  
18 against all Released Parties as follows: each Participating Class Member on behalf of  
19 themselves and their respective former and present representatives, agents, attorneys, heirs,  
20 administrators, successors, and assigns, release Released Parties from (i) all claims that were  
21 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the  
22 Operative Complaint, including the failure to pay all wages (including overtime), failure to  
23 provide meal periods or compensation in lieu thereof, failure to provide rest breaks or  
24 compensation in lieu thereof, failure to provide accurate itemized wage statements, failure to  
25 reimburse business expenses, waiting time penalties, violations of the unfair competition law.  
26 Except as stated in Section 6.3 of the Agreement (or also as stated in ¶ 9 of this Judgment  
27 below), Participating Class Members do not release any other claims, including claims for  
28 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

1 unemployment insurance, disability, workers' compensation, or claims based on facts  
2 occurring outside the Class Period.

3 9. All Aggrieved Employees are deemed to release, on behalf of themselves and  
4 their respective former and present representatives, agents, attorneys, heirs, administrators,  
5 successors, and assigns, the Released Parties from all claims for PAGA penalties that were  
6 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the  
7 Operative Complaint and the PAGA Notice, including the failure to pay all wages (including  
8 overtime), failure to provide meal periods or compensation in lieu thereof, failure to provide  
9 rest breaks or compensation in lieu thereof, failure to provide accurate itemized wage  
10 statements, failure to reimburse business expenses, and waiting time penalties.

11 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

12 Dated: 11/09/2023

13   
14 The Hon. Maren E. Nelson  
15 Judge of the Superior Court

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast  
6 Hwy., Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **[PROPOSED]**  
8 **JUDGMENT**, on each of the interested parties in this action by placing  the original  a true  
9 copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on the attached  
10 mailing list):

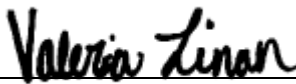
10 Attorneys for Defendant(s) NATIONAL METAL  
11 STAMPINGS, INC.

12 Robert B. Rosenstein  
13 Daniel A. Thompson  
14 ROSENSTEIN & ASSOCIATES  
15 28600 Mercedes St., Suite 100  
16 Temecula, CA 92590  
17 Tel: 951-296-3888  
18 Facsimile: 951-296-3889  
19 robert@thetemeculalawfirm.com  
20 daniel@thetemeculalawfirm.com

21  **(CASE ANYWHERE)**: Based on a court order or an agreement of the parties to accept service  
22 by electronic transmission using Case Anywhere, I caused the documents to be sent to the persons at  
23 the electronic notification addresses listed above (or on the attached service list). I did not receive,  
24 within a reasonable time after the transmission, any electronic message or other indication that the  
25 transmission was unsuccessful.

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

28 Executed on October 30, 2023, at El Segundo, California.

  
\_\_\_\_\_  
Valeria Linan