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13 [Additional Counsel Listed On Following Page]

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF SAN BERNARDINO**

16 NORMA J. ECHEVERRIA, an individual;
and on behalf of herself and all other
17 aggrieved employees,

18 Plaintiffs,

19 v.

20 TARAZI SPECIALTY FOODS, LLC, a
California limited liability company; Precise
21 Personnel LLC, a Virginia limited liability
company and DOES 1 through 50, inclusive,

22 Defendants.
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CASE NO.: CIVSB2210730

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: May 24, 2022

Trial Date: None Set

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9 *Attorney for Defendant, Precise Personnel, LLC*
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1 This Class Action and PAGA Settlement and Release (“Settlement Agreement”) is entered into
2 by and among Plaintiff Norma J. Echeverria (“Plaintiff”), on behalf of herself and the Class, and
3 Defendants Precise Personnel LLC (“Precise”) and Tarazi Specialty Foods, LLC (“Tarazi”)
4 (collectively, Defendants). Plaintiff and Defendants are collectively referred to herein as “Parties” and
5 individually referred to herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendants on the other hand.

10 **DEFINITIONS**

11 1. “Action” means *Echeverria v. Precise Personnel, LLC, et al.*, Superior Court of the
12 State of California for the County of San Bernardino, Case No. CIVSB2210730.

13 2. “Class” means: All non-exempt employees who were employed directly by Tarazi
14 Specialty Foods, LLC and/or employed and placed by Precise Personnel LLC to work at Tarazi
15 Specialty Foods, LLC, in the State of California, at any time from May 24, 2018 through December
16 31, 2023.

17 3. “Class Counsel” means the Law Office of Scott Ernest Wheeler.

18 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
19 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
20 Action.

21 5. “Class Information” means information regarding Class Members that Defendants will
22 in good faith compile from their records and provide to the Settlement Administrator. This information
23 shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include:
24 each Class Member’s full name; social security number; last known address; last known telephone
25 number; and number of Compensable Work Weeks and Compensable PAGA Work Weeks.

26 6. “Class Member” means each person who is a member of the Class defined above and
27 who is eligible to participate in this Settlement.

28 7. “Class Period” means the time period from May 24, 2018 through December 31, 2023.

1 8. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the
3 prosecution of the Action and in return for executing a general release with Defendants.

4 9. “Compensable Work Week” or “Compensable Work Weeks” mean a reasonable
5 estimate of weeks worked by each Class Member as a non-exempt employee in California for
6 Defendants individually and collectively by all Class Members during the Class Period based on
7 Defendants’ records and used as a value to calculate Individual Settlement Payments. The number of
8 Compensable Work Weeks for each Class Member will be determined by adding all the calendar days
9 within the inclusive dates of employment for the employee and dividing that number by seven. Any
10 partial workweek will be expressed as a percentage of a full workweek. If it can be readily determined,
11 workweeks where someone was employed but did not record any hours can be excluded from this
12 calculation.

13 10. “Compensable PAGA Work Week” or “Compensable PAGA Work Weeks” means a
14 reasonable estimate of weeks worked by each PAGA Member, as a nonexempt employee in California
15 for Defendants, individually and collectively by all PAGA Members, during the period from March
16 18, 2021 through December 31, 2023, based on Defendants’ records and used as a value to calculate
17 PAGA Payments. The number of Compensable PAGA Work Weeks for each PAGA Member, will be
18 determined by adding all the calendar days within the inclusive dates of employment for the employee
19 and dividing that number by seven. Any partial workweek will be expressed as a percentage of a full
20 workweek. If it can be readily determined, workweeks where someone was employed but did not
21 record any hours can be excluded from this calculation.

22 11. “Court” means the Superior Court for the County of San Bernardino, State of California.

23 12. “Defendants” means Precise Personnel LLC and Tarazi Specialty Foods, LLC.

24 13. “Effective Date” means the date on which the Superior Court’s Final Approval Order
25 and Judgment becomes final and Defendants fully fund the Gross Settlement Amount and Employer’s
26 share of the payroll taxes. The Superior Court’s Final Approval Order and Judgment “becomes final”
27 upon the latest of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is
28 withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if

1 there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter,
2 then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is
3 filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any
4 appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65)
5 calendar days following the date that the Final Approval Order and Judgment is filed by the Court,
6 then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement
7 has been resolved finally and conclusively with no right to pursue further remedies or relief.

8 14. "Final Approval Order and Judgment" means an order and judgment that the Court will
9 file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

10 15. "Gross Settlement Amount" means the maximum amount which Defendants are
11 obligated to pay under this Settlement Agreement, which is One Hundred and Seventy Thousand
12 Dollars (\$170,000.00). Defendant Precise Personnel will pay Ninety Thousand Dollars (\$90,000.00)
13 of the Gross Settlement and Defendant Tarazi Specialty will pay Eighty Thousand Dollars (\$80,000.00)
14 of the Gross Settlement. This is an "all in" non-reversionary Settlement in which Defendants are
15 required to pay the entire Gross Settlement Amount and no more. No portion of the Gross Settlement
16 Amount will revert to Defendants under any circumstances. Payments of any appropriate and lawfully-
17 required employer's share of the payroll taxes on the taxable portion of the settlement payments shall
18 be paid separately from the Gross Settlement Amount by Defendants at the time the Gross Settlement
19 Amount is funded. Precise Personnel shall pay fifty-three percent (53%) and Tarazi shall pay forty-
20 seven percent (47%) of the employer's share of the payroll taxes on the table portion of the settlement
21 payments. In addition to its share of the Gross Settlement Amount, Precise Personnel also agrees to
22 pay the pending monetary sanctions in the amount of Four Thousand and Zero Cents (\$4,000.00)
23 payable to the Law Office of Scott Ernest Wheeler within thirty (30) days from the date the Court
24 grants preliminary approval of this Settlement.

25 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
26 Amount to each Settlement Class Member.

27 17. "LWDA" means the California Labor and Workforce Development Agency.

28 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel

1 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA
2 penalties, and Settlement Administration Costs.

3 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
4 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA
5 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement process,
6 and each Class Member's estimated Individual Settlement Payment. Notice of Class Settlement will
7 be provided to the Class in English and Spanish.

8 20. "Operative Complaint" means the First Amended Class Action Complaint, filed on
9 November 4, 2022.

10 21. "Objection" means a letter or other written communication submitted by a Class
11 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
12 or she is objecting to any of the terms of the Settlement.

13 22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

14 23. "PAGA Notice" means Plaintiff's letter(s) to Defendant and the LWDA
15 providing notice pursuant to Labor Code section 2699.3, subd.(a).

16 24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid
17 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00)
18 and 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

19 25. "PAGA Member" or "PAGA Members" means any Class Member who was employed
20 or has been employed by Defendants at any time during the time period of March 18, 2021, through
21 December 31, 2023.

22 26. "Parties" means Plaintiff and Defendants, collectively, and "Party" means either
23 Plaintiff or Defendants, individually.

24 27. "Payment Ratio" means the respective Compensable Work Weeks for each Settlement
25 Class Member divided by the total Compensable Work Weeks for all Settlement Class Members.

26 28. "PAGA Notice" means Plaintiff's letter(s) to Defendant and the LWDA providing
27 notice pursuant to Labor Code section 2699.3, subd.(a).

1 29. “PAGA Payment Ratio” means the respective Compensable PAGA Work Weeks for
2 each PAGA Member divided by the total Compensable PAGA Work Weeks for all PAGA Members.

3 30. “PAGA Period” means the time period from March 18, 2021, through December 31,
4 2023.

5 31. “Plaintiff” refers to Norma J. Echeverria.

6 32. “Preliminary Approval Date” means the date upon which the Court files an order
7 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
8 Settlement.

9 33. “Request for Exclusion” means a letter or other written communication submitted by a
10 Class Member to the Settlement Administrator that contains a clear statement by the Class Member
11 that he or she is electing to be excluded from the Settlement.

12 34. “Released Claims by Plaintiff” is set forth in paragraph 47 below. Plaintiff releases the
13 “Released Claims by Plaintiff” as of the Effective Date of this Settlement.

14 35. “Released Claims by Settlement Class Members” means: As of the Effective Date,
15 Settlement Class Members shall fully and finally release and discharge Released Parties, from May 24,
16 2018 through December 31, 2023, from any and all claims, debts, liabilities, demands, obligations,
17 guarantees, costs, expenses, attorneys’ fees, damages, or causes of action contingent or accrued for,
18 that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative
19 Complaint, including any claims for: (a) failure to provide compliant or required meal periods and pay
20 meal period premiums, California Labor Code §§ 226.7, 510 and 512 and any applicable Wage Orders;
21 (b) failure to provide compliant or required rest periods and pay meal period premiums, California
22 Labor Code §§ 226.7 and 512 and any applicable Wage Orders; (c) failure to pay overtime wages,
23 California Labor Code §§ 510, 1194, 1197 and 1198; (d) failure to pay minimum wages, California
24 Labor Code §§ 1194 et seq and 1197; (e) failure to timely pay all wages during employment and to
25 discharged and quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish
26 accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain
27 required records, California Labor Code §§ 226, 1174; (h) failure to reimburse for reasonable and
28 necessary business expenses, pursuant to Labor Code §2802 and 2804; and (i) unlawful business

1 practices under California, Business and Professions Code §17200, et seq., as predicated on any of the
2 violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative
3 Complaint including but not limited to, claims for restitution and other equitable relief, liquidated
4 damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of
5 the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to
6 any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order
7 and funding of the total Gross Settlement Amount, all Participating Class Members will forever
8 completely release and discharge the Released Parties from the Released Claims for the Release Period.
9 This release excludes the release of claims not otherwise permitted by law, i.e., Worker's
10 Compensation and unemployment insurance benefits.

11 36. "Released Parties" collectively mean: (i) Defendants; (ii) Defendants' respective past,
12 present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and
13 assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members,
14 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

15 37. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
16 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
17 on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the
18 Settlement; or (c) dispute workweeks attributable to them.

19 38. "Settled PAGA Claims" means penalties only under the Private Attorneys General Act
20 ("PAGA"), based upon the Released Claims by Plaintiff and the State of California that serves the basis
21 for penalties only pursuant to Labor Code § 2699 *et seq.*, for the following: (a) failure to provide
22 compliant or required meal periods and pay meal period premiums, California Labor Code §§
23 226.7, 510 and 512 and all applicable Industrial Welfare Commission Wage Orders; (b) failure to
24 provide compliant or required rest periods and pay meal period premiums, California Labor Code
25 §§ 226.7 and 512 and all applicable Industrial Welfare Commission Wage Orders; (c) failure to pay
26 overtime wages, California Labor Code §§510, 1194, 1197 and 1198 and all applicable Industrial
27 Welfare Commission Wage Orders; (d) failure to timely pay all wages due during employment and to
28 discharged and quitting employees, California Labor Code §§ 201-204, 210 and all applicable

1 Industrial Welfare Commission Wage Orders; (e) failure to furnish accurate, itemized wage statements,
2 California Labor Code §§ 226 and 226.3 and all applicable Industrial Welfare Commission Wage
3 Orders; (f) failure to maintain required records, California Labor Code §§ 226, 1174, and 1174.5; (g)
4 failure to timely pay all wages during employment and to discharged and quitting employees,
5 California Labor Code §§ 201-204, 210; (h) failure to reimburse for necessary business expenses
6 pursuant to California Labor Code §2802; predicated on the violations of the California Labor Code,
7 all applicable Industrial Welfare Commission Wage Orders; and all claims alleged or could be alleged
8 in Plaintiff's Operative Complaint and in Plaintiff's PAGA Notice dated March 14, 2022.

9 39. "Settlement" means the disposition of the Action pursuant to this Agreement.

10 40. "Settlement Administration Costs" means the amount to be paid to the Settlement
11 Administrator from the Gross Settlement Amount for the administration of this Settlement.

12 41. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix").
13 The Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish and Mandarin
14 translations of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to
15 the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections
16 submitted by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or
17 final approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the
18 LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the
19 Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the
20 Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties
21 agree that they have no financial interest or other relationship with Phoenix that could create a conflict
22 of interest. Should a conflict of interest or other issue lead to the disqualification of the selected
23 Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

24 42. "Settlement Class" or "Settlement Class Members" means all Class Members who have
25 not opted out of the Class by submitting a valid and timely Request for Exclusion.

26 RECITALS

27 43. Procedural History. On May 24, 2022, Plaintiff filed PAGA only complaint against
28 Defendants in San Bernardino Superior Court, Case No. CIVSB2210730. On November 4, 2022,

1 Plaintiff filed a First Amended Class Action Complaint after the Court granted Plaintiff's unopposed
2 Motion for Leave to Amend.

3 44. Investigation and Discovery. The Parties have conducted significant investigation of
4 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
5 discovery and investigation included, inter alia, the exchange of information and extensive documents
6 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
7 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
8 law as applied to the facts of Plaintiff's claims and Defendants' potential defenses thereto.

9 45. Mediation. The Parties participated in a private mediation session with the highly
10 experienced mediator, Gig Kyriacou, Esq., on March 28, 2023. After a full day of mediation, the
11 parties were unable to resolve the matter. After some consideration and further discussions, the Parties
12 were able to resolve the matter.

13 46. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
14 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
15 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
16 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
17 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
18 Action, both generally and in response to Defendants' defenses thereto, and the difficulties in
19 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
20 Defendants' agreement to enter into a settlement that confers substantial relief upon the members of
21 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set
22 forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the best
23 interests of the Class.

24 47. Benefits of Settlement to Defendants. Defendants have concluded that any further
25 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
26 Defendants' time, energy, and resources have been and, unless this Settlement is completed, will
27 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken
28 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even

1 though Defendants continue to contend that they are not liable for any of the claims alleged by Plaintiff
2 in this Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth
3 in this Settlement Agreement to put to rest the claims in this Action.

4 **STIPULATION AND AGREEMENT**

5 48. NOW THEREFORE, in consideration of the mutual covenants, promises, and
6 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

7 49. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind the
8 Plaintiff, Settlement Class Members, and Defendants, subject to the terms and conditions hereof.

9 50. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
10 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
11 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
12 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
13 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
14 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
15 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
16 own, independent legal and tax counsel for advice (including tax advice) in connection with this
17 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party
18 or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or
19 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
20 on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any
21 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
22 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
23 treatment or tax structure of any transaction, including any transaction contemplated by this
24 Agreement.

25 51. Released Claims by Plaintiff. As of the Effective Date, Plaintiff, as a Class Member,
26 agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph 31 above.
27 In addition to Release of Claims by Settlement Class Members and as a material inducement to
28 Defendants to enter into this Settlement Agreement, Plaintiff does hereby, for herself and for her

1 spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
2 conservators, guardians, personal representatives, and assigns, forever and completely release and
3 discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
4 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
5 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
6 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the
7 beginning of time through the execution of this Settlement Agreement, whether known or unknown,
8 suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating
9 to Plaintiff's employment with or work for Defendants or the remuneration for or termination of such
10 employment. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims
11 arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203,
12 204, 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246,
13 248.1, 248.2, 248.3, 248.6, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2,
14 1198, 1199, 2698 *et seq.*, 2699, and 2810.5, and 2802); the Wage Orders of the California Industrial
15 Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California
16 Business and Professions Code section 17200 *et seq.*; the California Civil Code, to include, but not
17 limited to, section 3336 and 3294; the California common law of contract; the Fair Labor Standards
18 Act, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act,
19 29 U.S.C. § 1001, *et seq.* Plaintiff's Released Claims also include all claims for lost wages and benefits,
20 emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal,
21 state, or local laws for discrimination, harassment, and wrongful termination, such as by way of
22 example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the
23 Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair
24 Employment and Housing Act; and the law of contract and tort. This release excludes the release of
25 claims not permitted by law. As to the Plaintiff's Released Claims only, Plaintiff expressly waives
26 all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542
27 reads as follows:
28

1 **A general release does not extend to claims that the creditor or releasing party does**
2 **not know or suspect to exist in his or her favor at the time of executing the release**
3 **and that, if known by him or her, would have materially affected his or her**
4 **settlement with the debtor or releasing party.**

5 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
6 complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that
7 this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiff
8 knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released
9 Parties, or any of them, for the time period from the beginning of time to the execution of this
10 Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any
11 such claims. Plaintiff and Plaintiff's Counsel do not currently intend to pursue any claims against
12 Defendants, including, but not limited to, any and all claims relating to or arising from Plaintiff's
13 employment with Defendants, and that Plaintiff's Counsel is not currently aware of any facts or
14 legal theories upon which any claims or causes of action could be brought against Defendants,
15 except for those facts or legal theories alleged in the Operative Complaint in this Action.

16 52. Class Certification. For settlement purposes only, Defendants will stipulate that the
17 Settlement Class Members described herein who do not request exclusion from the Settlement Class
18 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
19 admission that class action certification is proper and shall not be admissible in this or in any other
20 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
21 Approval for any reason, the Parties' stipulation to class certification as part of the Settlement
22 Agreement shall become null and void ab initio and shall have no bearing on any other civil, criminal,
23 or administrative action against Defendants or any of the other Released Parties, including any
24 proceeding regarding whether a class action should be certified or whether Defendants are liable to
25 Plaintiff or any Class Member, and remains protected by California Evidence Code Section 1152 and
26 shall not be admissible in connection with, the issue of whether or not certification would be appropriate
27 in a non-settlement context. Defendants expressly reserve their rights and declare that Defendants will
28 continue to oppose class certification and contest the substantive merits of the case should the Court
 fail to issue Final Approval. Plaintiff expressly reserves her rights and declares that she will continue

1 to pursue class certification and a trial should the Court fail to grant Final Approval.

2 53. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
3 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to have
4 this matter presented to the Court for preliminary and final approval.

5 54. Release of Claims by Settlement Class Members. Settlement Class Members release
6 the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

7 55. Release of Settled PAGA Claims. PAGA Members release the "Settled PAGA Claims,"
8 as defined, as of the Effective Date.

9 56. Settlement Administration. Within thirty (30) calendar days after the Preliminary
10 Approval Date, Defendants shall provide the Settlement Administrator with the Class Information.

11 57. Notice to the Class. Upon receipt of the Class Information, the Settlement
12 Administrator will perform a search based on the National Change of Address Database to update and
13 correct any known or identifiable address changes. Within fourteen (14) calendar days after receiving
14 the Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement
15 to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its
16 best judgment to determine the current mailing address for each Class Member. The address identified
17 by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing
18 address for each Class Member.

19 Undeliverable Notices. Any Notice of Class Settlement returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding
21 address affixed thereto within ten (10) calendar days. For any undeliverable Notice of Class Settlement
22 returned for which no forwarding address is affixed, the Settlement Administrator will conduct its
23 investigation for an updated address of the Class Member and re-mail the Notice of Class Action
24 Settlement. If an updated address is found, the Settlement Administrator shall have seven (7) days to
25 re-mail the Notice of Class Action Settlement from receipt of the undelivered envelope. The Settlement
26 Administrator will provide a cover letter notifying the Class Member of the extended Response
27 Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement shall have forty-
28 five (45) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a

1 Request for Exclusion; or (b) submit an Objection to the Settlement. If these procedures are followed,
2 notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of
3 the Notice of Class Settlement does not receive the Notice of Class Settlement, the intended recipient
4 shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the
5 Judgment.

6 Determination of Individual Settlement Payments. The Settlement Administrator shall
7 determine the eligibility for, and the amount of, each Individual Settlement Payment under the terms
8 of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of
9 each Individual Settlement Payment shall be binding upon the Class Member and the Parties, yet
10 subject to review by Plaintiff's Counsel, Defense Counsel, and the Court. In the absence of fraud or
11 gross negligence, Defendants' records shall be presumed accurate.

12 Disputes Regarding Individual Settlement Payments. Class Members will have the
13 opportunity, should they disagree with Defendants' records regarding the dates of employment stated
14 in the Notice of Class Settlement, to provide documentation and/or an explanation to show contrary
15 information by the Response Deadline. The dispute form must: (a) contain the full name, address, and
16 telephone number of the Class Member, and the last four digits of the Class Member's social security
17 number or full employee ID number; (b) contain the case name and case number; (c) a clear statement
18 by the Class Member that he or she is disputing the number of Compensable Workweeks and/or
19 Compensable PAGA Work Weeks and the basis for the dispute; (d) any documentation demonstrating
20 that the number of Compensable Workweeks and/or Compensable PAGA Work Weeks listed in the
21 Notice of Class Settlement is incorrect; (e) be signed by the Class Member; and (f) be postmarked by
22 the Response Deadline. The date of the postmark on the return mailing envelope on the dispute form
23 shall be the exclusive means used to determine whether it has been timely submitted. If there is a
24 dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment
25 is warranted. In addition to U.S. Mail, a Class Member may also submit a dispute form by facsimile or
26 email to the Settlement Administrator within the Response Deadline. The Settlement Administrator
27 shall then determine the eligibility for, and the amounts of, any Individual Settlement Payments under
28

1 the terms of this Agreement. In the absence of circumstances indicating fraud, manipulation or
2 destruction, Defendants' records shall be given a rebuttable presumption of accuracy.

3 Request for Exclusion. Class Members who wish to exclude themselves from the
4 Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response
5 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number
6 of the Class Member, and the last four digits of the Class Member's social security number or full
7 employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class
8 Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
9 Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the
10 postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall be
11 the exclusive means used to determine whether it has been timely submitted. In addition to U.S. Mail,
12 a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement
13 Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively
14 invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can
15 ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any
16 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
17 recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right
18 to object, appeal or comment thereon except as to any distribution based upon PAGA penalties. PAGA
19 Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be released
20 even if the Class Member submits a timely Request for Exclusion. Class Members who fail to submit
21 a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all
22 terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

23 Objections. Class Members who wish to object to the Settlement can either mail or
24 send by facsimile or email to the Settlement Administrator a written Objection by the Response
25 Deadline. The Objection should: (a) contain the full name, address, and telephone number of the
26 Class Member, and the last four digits of the Class Member's social security number; (b) contain the
27 case name and case number; (c) the dates of employment of the Class Member; (d) be signed by the
28 Class Member; (e) provide a short and concise statement for the reasons supporting the objection; and

1 (f) be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope
2 on the Objection shall be the exclusive means used to determine whether the Objection has been
3 timely submitted. Class Members who submit a timely Objection will have a right to appear at the
4 final approval hearing in order to have their Objection heard by the Court. At no time shall any of the
5 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections to
6 the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall not
7 represent any Class Members with respect to any such Objections. The Settlement Administrator will
8 provide the Parties with any Objection within five (5) calendar days of receipt of the Objection.
9 Plaintiff will file any and all Objections with the Court in advance of the Final Approval Hearing.
10 Oral or written Objections may also be made at the Final Approval hearing without a written
11 objection being submitted, but only with the Court's express permission. If the Court rejects the
12 objection, the individual will be bound by the terms of the Settlement.

13 If greater than five percent (5%) of the Class Members opt out or object to this
14 Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is
15 five percent (5%) or more, Defendants and each of them, individually or collectively, will have the
16 right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and
17 defenses in the litigation. In such a case, the Parties and any funds to be awarded shall be returned to
18 their respective statuses as of the date and time immediately prior to the execution of this Agreement.

19 Except for those Settlement Class Members who exclude themselves in compliance with
20 the Request for Exclusion procedures set forth above, all Settlement Class Members will: (i) be deemed
21 to be Participating Class Members for all purposes under this Settlement Agreement; (ii) will be bound
22 by the terms and conditions of this Settlement Agreement, the Judgment, and the releases set forth
23 herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and
24 oppositions to the fairness, reasonableness, and adequacy of the Settlement.

25 The Parties have the right to monitor and review the administration of the Settlement to
26 verify that the monies allocated under the Settlement are distributed in the correct amount, as provided
27 for in this Stipulation.

28 58. Funding Gross Settlement Amount. By November 1, 2025, Defendants shall wire

1 transfer by wire their respective shares of the Gross Settlement Amount, or approximately \$90,000 by
2 Precise Personnel and \$80,000 by Tarazi shall and their respective shares of the payroll taxes to the
3 Settlement Administrator. Precise Personnel will start making monthly payments within thirty (30)
4 days from the date the Court grants Plaintiff's motion for preliminary approval.

5 a. Except as otherwise provided, Defendant Tarazi promises to pay **\$80,000.00** and
6 no more, and Defendant Precise promises to pay **\$90,000.00** and no more, as the Gross Settlement
7 Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the
8 Individual Class Payments only. Defendants have no obligation to pay their portion of the Gross
9 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 9 of this Agreement.

10 59. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
11 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
12 Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
13 last known mailing address.

14 a. The Settlement Administrator shall calculate the total Compensable Work
15 Weeks and Compensable PAGA Work Weeks for all Settlement Class Members based on the Class
16 Information provided by Defendants. The respective Compensable Work Weeks for each Settlement
17 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
18 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will
19 apply to determining the Payment Ratio for Compensable PAGA Work Weeks. Each Settlement Class
20 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or
21 her Individual Settlement Payment.

22 Individual Settlement Payments due to each Settlement Class Member shall be
23 designated as follows:

24 1. Thirty-Three and One-Third Percent (33⅓ %) of the Individual
25 Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject
26 to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or
27 contributions will be deducted from the amount paid to Settlement Class Members. The Settlement
28 Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment. The

1 Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall
2 remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities
3 in a timely manner.

4 2. Thirty-Three and One-Third Percent ($33\frac{1}{3}\%$) of the Individual
5 Settlement Payment shall represent payment of all penalties. These payments will not be subject to
6 withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form
7 1099 to each Settlement Class Member in relation to these payments.

8 3. Thirty-Three and One-Third Percent ($33\frac{1}{3}\%$) of the Individual
9 Settlement Payment shall represent payment of all interest. These payments will not be subject to
10 withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form
11 1099 to each Settlement Class Member in relation to these payments.

12 (a). Class Members with Missing/Unverifiable Social Security
13 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
14 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
15 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
16 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
17 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
18 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
19 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
20 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
21 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
22 least 30 days between the two contacts.

23 b. Uncashed Settlement Checks. Individual Settlement Payment checks shall
24 remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the
25 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the
26 check will be voided, and the funds associated with any such voided checks shall be distributed to the
27 State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class
28 Member. The Release will be binding upon all Participating Class Members, including those who do

1 not cash their checks within the 180-day period. The Parties agree that this disposition results in no
2 “unpaid cash residue,” or “unclaimed or abandoned funds” as the entire Net Settlement Amount will
3 be paid out to the Participating Class Members, whether or not they all cash their payment checks.

4 c. Certification By Settlement Administrator. The Parties have the right to monitor
5 and review administration of the Settlement. Any disputes not resolved by the Settlement Administrator
6 concerning the administration of the Settlement will be resolved by the Court, under the laws of the
7 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in
8 good faith to resolve the disputes without the necessity of involving the Court. Upon completion of
9 administration of the Settlement, the Settlement Administrator shall provide written certification of
10 such completion to counsel for the Parties, and which shall be filed with the Court as necessary.

11 d. Settlement Awards Do Not Trigger Additional Benefits. All monies received
12 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
13 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
14 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
15 Settlement Class Member to additional compensation or benefits under any company compensation or
16 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any
17 Settlement Class Member to any increased pension and/or retirement, or other deferred compensation
18 benefits. It is the intent of this Settlement that any Individual Settlement Payments provided for in this
19 Agreement are the sole payments to be made by Defendants to the Settlement Class Members in
20 connection with this Settlement, and that the Settlement Class Members are not entitled to any new or
21 additional compensation or benefits as a result of having received the Individual Settlement Payments
22 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
23 that might have been in effect during the period covered by this Settlement).

24 e. Class Representative Service Award. Defendants agree not to oppose or object
25 to a Class Representative Service Award to Plaintiff of up to Six Thousand Dollars (\$6,000.00), subject
26 to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff in
27 connection with the Class Representative Service Award payment. Plaintiff shall be solely and legally
28 responsible to pay any and all applicable taxes on his Class Representative Service Award and shall

1 hold harmless Defendants and Class Counsel from any claim or liability for taxes, penalties, or interest
2 arising as a result of the Class Representative Service Award payment. The Class Representative
3 Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This Settlement is not
4 contingent upon the Court awarding Plaintiff a Class Representative Service Award in any amount,
5 and any amount requested by Plaintiff for the Class Representative Service Award that is not granted
6 by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members
7 as provided in this Amended Agreement.

8 f. Class Counsel Award. Defendants agree not to oppose or object to any
9 application or motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross
10 Settlement Amount, which is equivalent to Fifty-Seven Thousand Dollars (\$57,000.00). Defendants
11 further agree not to oppose any application or motion by Class Counsel for the reimbursement of any
12 costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement
13 Amount not to exceed Twenty Thousand Dollars (\$20,000.00). Class Counsel shall be solely and
14 legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
15 Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments
16 made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
17 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel
18 for the Class Counsel Award and costs that is not granted by the Court shall return to the Net Settlement
19 Amount and be distributed to Settlement Class Members as provided in this Agreement.

20 g. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of notice
22 and administration for the disbursement of the Gross Settlement Amount shall not exceed Twenty
23 Thousand Dollars (\$20,000.00). Prior to the filing of a motion for final approval of this Settlement, the
24 Settlement Administrator shall provide the Parties with a statement detailing the costs of
25 administration.

26 h. PAGA Payment. Twenty Thousand Dollars (\$20,000.00) from the Gross
27 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
28 Seventy-five percent (75%) of that amount, equivalent to \$15,000, will be paid to the LWDA and

1 twenty-five percent (25%) of that amount, equivalent to \$5,000, will be paid to the PAGA Members
2 based upon Compensable PAGA Work Weeks as determined by the PAGA Payment Ratio as set forth
3 in Paragraph 25. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

4 60. Tax Liability: Class Counsel and Defendants make no representation as to the tax
5 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
6 Members are not relying on any statement or representation by Class Counsel or Defendants in this
7 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
8 responsible for the payment of any taxes and penalties assessed on their respective payments described
9 herein. Plaintiff and Participating Class Members shall hold the Parties, Plaintiff's Counsel, and
10 Defense Counsel free and harmless from and against any claims resulting from the treatment of such
11 payments as non-taxable or taxable, including the treatment of such payments as not subject to
12 withholding or deduction for payroll and employment taxes. The amount of federal income tax
13 withholding will be based upon a flat withholding rate for supplemental wage payments in accordance
14 with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
15 be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or
16 Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of
17 1986 (the "Code") and consistent with this Settlement Agreement. If the Code, the regulations
18 promulgated thereunder, or other applicable tax law, is changed after the date of this Settlement
19 Agreement, the processes set forth in this Section may be modified in a manner to bring the Parties into
20 compliance with any such changes.

21 61. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
22 Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement
23 Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be
24 distributed by the Settlement Administrator within fourteen (14) calendar days of receipt of the two
25 payments of the Gross Settlement Amount from Defendants. Prior to the distribution of Individual
26 Settlement Payments to the Settlement Class Members and PAGA Members, the Settlement
27 Administrator shall update the Class and PAGA Members' addresses using the National Change of
28 Address Database.

1 62. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
2 the Response Deadline, a final approval hearing shall be conducted to determine, inter alia, final
3 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
4 the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and (e)
5 the Settlement Administration Costs.

6 63. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
7 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the Settlement;
8 (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d) the Settlement
9 does not become final for any other reason; or (e) the Court fails or refuses to approve any material
10 condition of this Settlement Agreement which effects a fundamental change of the Settlement
11 Agreement, this entire Settlement Agreement shall be null and void and unenforceable as to all Parties
12 herein at the option of any Party but remains protected by California Evidence Code Section 1152, and
13 any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void
14 from the beginning. In such cases, the Parties and any funds to be awarded under this Settlement shall
15 be returned to their respective statuses as of the date and time immediately prior to the execution of
16 this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed,
17 except that any fees already incurred by the Settlement Administrator shall be paid by Defendants.
18 Further, if the Settlement Agreement is voided or fails for any reason, Plaintiff and Defendants will
19 have no further obligations under the Settlement Agreement, including any obligation by Defendants
20 to pay the Settlement Amount, or any amounts that otherwise would have been owed under this
21 Settlement Agreement. In the event an appeal is filed from the Court's Final Approval Order and
22 Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed
23 pending final resolution of the appeal or other appellate review, and any fees incurred by the Settlement
24 Administrator prior to it being notified of the filing of an appeal from the Court's Final Approval Order
25 and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by the party
26 or person that filed the appeal, within thirty (30) calendar days of said notification.

27 64. No Admission by Defendants. Defendants deny any and all claims alleged in this
28 Action and deny all wrongdoing whatsoever. This Settlement Agreement is not a concession or

1 admission and shall not be used against Defendants as an admission or indication with respect to any
2 claim of any fault, concession, or omission by any Defendants.

3 65. No Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the
4 settlement, including the Memorandum of Understanding, the fact of the Settlement, its terms or
5 contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly,
6 to any person or entity, except Class Members and as shall be contractually required to effectuate the
7 terms of the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff and
8 Class Counsel will not issue press releases, communicate with, or respond to any media or publication
9 entities, publish information in manner or form, whether printed or electronic, on any medium or
10 otherwise communicate, whether by print, video, recording or any other medium, with any person or
11 entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the
12 negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms
13 of the Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to
14 prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties
15 in this action and the venue/case number of this action (but not any other settlement details) for such
16 purposes.

17 66. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
18 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
19 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
20 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
21 constitute a part of this Agreement.

22 67. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
23 except such proceedings necessary to implement and complete the Settlement, holding the Action in
24 abeyance pending the final approval hearing to be conducted by the Court.

25 68. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
26 interpretation, calculation, or payment of Settlement claims, or other disputes regarding compliance
27 with this Agreement shall be resolved as follows:
28

1 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
2 Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party has
3 breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the
4 alleged violation.

5 b. Upon receiving notice of the alleged violation or dispute, the responding Party
6 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
7 with the reasons why the Party disputes all or part of the allegation.

8 c. If the response does not address the alleged violation to the initiating Party's
9 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
10 differences.

11 d. If Class Counsel and Defendants' Counsel are unable to resolve their differences
12 after twenty (20) calendar days, either Party shall first contact the mediator (Tripper Ortman, Esq.) to
13 try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for
14 enforcement with the Court.

15 69. Notice. Unless otherwise specifically provided herein, all notices, demands or other
16 communications given hereunder shall be in writing and shall be deemed to have been duly given as
17 of the third business day after (i) emailing and (ii) mailing by United States registered or certified mail,
18 return receipt requested, addressed:

19 To the Settlement Class:

20 LAW OFFICE OF SCOTT ERNEST WHEELER
21 Scott Ernest Wheeler
22 Justin A. Wheeler
23 250 West First Street, Suite 216
24 Claremont, California 91711
25 Telephone: (909) 621-4988
26 Facsimile: (909) 621-4622
27 Email: sew@scottwheelerlawoffice.com
28 jaw@scottwheelerlawoffice.com

26 To Defendants:

27 HIRSCHFELD KRAEMER LLP
28 Gregory S. Glazer (SBN 338412)
29 233 Wilshire Boulevard, Suite 600

1 Santa Monica, CA 90401
2 Telephone: (310) 255-0705
3 Facsimile: (310) 255-0986
4 Email: gglazer@hkemploymentlaw.com

5 HIRSCHFELD KRAEMER LLP
6 Greg Glazer (SBN 172197)
7 456 Montgomery Street, Suite 2200
8 San Francisco, CA 94104
9 Telephone: (415) 835-9000
10 Facsimile: (415) 834-0442
11 Email: gglazer@hkemploymentlaw.com

12 *Attorneys for Defendant, Tarazi Speciality Foods, LLC*

13 Aldo A. Flores (SBN 224239)
14 VIA NOVA LAW, APLC
15 4141 Inland Empire Avenue, Suite 290
16 Ontario, California 91764
17 Telephone: (909) 222-6717
18 Facsimile: (213) 477-2008
19 Email: aldo@vnovolaw.com

20 *Attorney for Defendant, Precise Personnel, LLC*

21 70. Amendment or Modification. This Agreement may be amended or modified only by a
22 written instrument signed by counsel for all Parties and approved by the Court.

23 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
24 entire Agreement among these Parties, and no oral or written representations, warranties, or
25 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
26 representations, warranties, and covenants contained and memorialized in the Agreement and its
27 Exhibits.

28 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this
Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms
of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement
on the form or content of any document needed to implement the Settlement, or on any supplemental

1 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek
2 the assistance of the Court or the mediator to resolve such disagreement. The persons signing this
3 Agreement on behalf of Defendants represent and warrant that they are authorized to sign this
4 Agreement on behalf of Defendants. Plaintiff represents and warrants that she is authorized to sign this
5 Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a
6 third party.

7 73. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
8 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 74. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
10 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
12 rights released and discharged by this Settlement Agreement.

13 75. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order
14 and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
15 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
16 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
17 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
18 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
19 all related documents such as the notices, and motions for preliminary and final approval, shall,
20 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
21 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
22 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of
23 this Settlement Agreement is for settlement purposes only, and if for any reason, the Settlement is not
24 approved, the stipulation will be of no force or effect.

25 76. California Law Applies. All terms of this Settlement Agreement and the Exhibits hereto
26 shall be governed by and interpreted according to the laws of the State of California.

27 77. Counterparts. This Settlement Agreement may be executed in one or more counterparts.
28 All executed counterparts and each of them shall be deemed to be one and the same instrument.

1 78. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
3 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

4 79. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
5 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
6 of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith,
7 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
8 interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders
9 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to
10 approval by the Court.

11 80. Construction. The Parties hereto agree that the terms and conditions of this Settlement
12 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that this
13 Settlement Agreement shall not be construed in favor of or against any Party based on the extent to
14 which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
15 and Defendants expressly waive the common-law and statutory rule of construction that ambiguities
16 should be construed against the drafter of an agreement and further agree, covenant, and represent that
17 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
18 according to its fair meaning.

19 81. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
20 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
21 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
22 contractual and not merely a recital.

23 82. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the
24 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors
25 and assigns.

26 83. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because
27 the members of the Settlement Class are numerous, it is impossible or impractical to have each
28 Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement

1 Class Members of the binding nature of the release provided herein and such Release shall have the
2 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

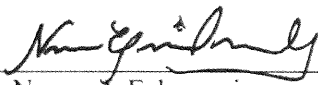
3 84. Voluntary Agreement. The Parties acknowledge that they have entered into this
4 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or
5 undue influence of any Party, and not in reliance on any promises, representations, or statements made
6 by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto
7 expressly waives any right they might ever have to claim that this Settlement Agreement was in any
8 way induced by fraud.

9 85. Opportunity to Consult with Counsel. Prior to the execution of this Settlement
10 Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity
11 to consult with independent counsel of their choosing and to have such independent counsel advise as
12 to the meaning of this Settlement Agreement and its legal effect.

13 86. Counterparts. This Settlement Agreement may be executed in counterparts, and when
14 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
15 original, and, when taken together with other signed counterparts, shall constitute one fully-signed
16 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures
17 shall have the same force and effect as an original.

18 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible and consistent with applicable precedents so as to define all provisions of this Agreement as
21 valid and enforceable.

22 Dated: 03/04/2024

23 By: 
Norma J. Echeverria

24 Precise Personnel LLC

25
26 Dated: _____

By: _____

27 Title: _____

1 Class Members of the binding nature of the release provided herein and such Release shall have the
2 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

3 84. Voluntary Agreement. The Parties acknowledge that they have entered into this
4 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or
5 undue influence of any Party, and not in reliance on any promises, representations, or statements made
6 by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto
7 expressly waives any right they might ever have to claim that this Settlement Agreement was in any
8 way induced by fraud.

9 85. Opportunity to Consult with Counsel. Prior to the execution of this Settlement
10 Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity
11 to consult with independent counsel of their choosing and to have such independent counsel advise as
12 to the meaning of this Settlement Agreement and its legal effect.

13 86. Counterparts. This Settlement Agreement may be executed in counterparts, and when
14 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
15 original, and, when taken together with other signed counterparts, shall constitute one fully-signed
16 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures
17 shall have the same force and effect as an original.

18 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible and consistent with applicable precedents so as to define all provisions of this Agreement as
21 valid and enforceable.

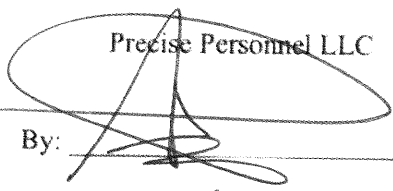
22 Dated: 03/04/2024

23 By: 

Norma J. Echeverria

24 Precise Personnel LLC

25
26 Dated: 3/11/2024

27 By: 

28 Title: Administrative Hearing Representative

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Tarazi Specialty Foods, LLC

Dated: _____

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: February 23, 2024

LAW OFFICE OF SCOTT ERNEST WHEELER



Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the others similarly situated

DATED: March ___, 2024

HIRSCHFELD KRAEMER LLP

By: _____
Ferry Lopez

*Attorney for Defendant, TARAZI SPECIALTY
FOODS, LLC*

DATED: March ___, 2024

VIA NOVA LAW, APLC

By: _____
Aldo A. Flores

Attorney for Defendant, PRECISE PERSONNEL, LLC

Tarazi Specialty Foods, LLC

Dated: 3-8-2024

By: _____

Rocco Flores
Title: General Manager

APPROVED AS TO FORM:

DATED: February __, 2024

LAW OFFICE OF SCOTT ERNEST WHEELER

By: _____

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the others similarly situated

DATED: March 11, 2024

HIRSCHFELD KRAEMER LLP

By: _____

Ferry Lopez

*Attorney for Defendant, TARAZI SPECIALTY
FOODS, LLC*

DATED: March __, 2024

VIA NOVA LAW, APLC

By: _____

Aldo A. Flores

Attorney for Defendant, PRECISE PERSONNEL, LLC

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Tarazi Specialty Foods, LLC

Dated: _____

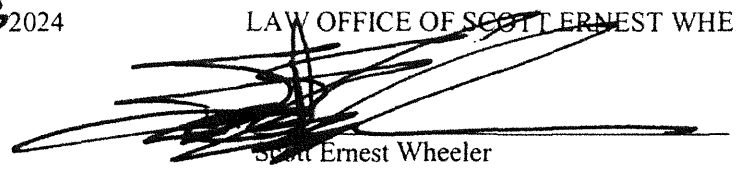
By: _____

Title: _____

APPROVED AS TO FORM:

DATED: February 23, 2024

LAW OFFICE OF SCOTT ERNEST WHEELER



Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the others similarly situated

DATED: March __, 2024

HIRSCHFELD KRAEMER LLP

By: _____
Ferry Lopez

*Attorney for Defendant, TARAZI SPECIALTY
FOODS, LLC*

DATED: March 11, 2024

VIA NOVA LAW, APLC

By:  _____
Aldo A. Flores

Attorney for Defendant, PRECISE PERSONNEL, LLC

EXHIBIT 1

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Norma J. Echeverria v. Precise Personnel LLC, et al.*, Superior Court of the State of California for the County of San Bernardino, Case No.: CIVSB2210730 (the “Action”). The Court only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

You may be entitled to money from this Settlement. Tarazi Specialty Foods, LLC and Precise Personnel LLC. (“Defendants”) records show that you belong to the following “Class” of all current and former employees nonexempt, hourly employees who were employed directly by Tarazi Specialty Foods, LLC or employed and placed by Precise Personnel LLC to work at Tarazi Specialty Foods, LLC, in the State of California, at any time from May 24, 2018 through December 31, 2023 and therefore are a “Class Member”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act of 2004 (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. To exclude yourself from, object to the Settlement, or dispute the workweeks attributed to you, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendants for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you do not like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees who were employed directly by Tarazi Specialty Foods, LLC or employed and placed by Precise Personnel LLC to work at Tarazi Specialty Foods, LLC, in the State of California, at any time from May 24, 2018 through December 31, 2023 nonexempt hourly employees who worked at any time for Defendants (“Class Period”).

According to Defendants’ records, you are a member of the Class (a “Class Member”).

Also, according to Defendants’ records you were employed directly by Tarazi Specialty Foods, LLC or employed and placed by Precise Personnel LLC to work at Tarazi Specialty Foods, LLC, in the

State of California, at any time from March 18, 2021, through December 31, 2023 and are therefore a PAGA Allegedly Aggrieved Employee as well.

What is this case about?

In the Action, Norma J. Echeverria (“Plaintiff”) alleges on behalf of herself and the Class the following claims against Defendants: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; (e) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain required records, California Labor Code §§ 226, 1174; (h) failure to reimburse for reasonable and necessary business expenses, pursuant to Labor Code §2802; (i) unlawful business practices under California, Business and Professions Code §17200, et seq., (j) and violation of the California Private Attorneys General Act (“PAGA”), Labor Code Sections 2698, 2699 and 2699.5, as predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint.

Defendants deny any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the First Amended Class Action Complaint (“Operative Complaint”) filed by Plaintiff as part of this Settlement. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arms length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler
Jusitn A. Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendants’ Counsel

HIRSCHFELD KRAEMER LLP

Ferry Lopez
233 Wilshire Boulevard, Suite 600
Santa Monica, CA 90401
Telephone: (310) 255-0705

Attorneys for Defendant, Tarazi
Specialty Foods, LLC

Aldo A. Flores
VIA NOVA LAW, APLC
4141 Inland Empire Avenue, Suite 290
Ontario, California 91764
Telephone: (909) 222-6717

*Attorney for Defendant, Precise
Personnel, LLC*

Attorneys for Defendant, Precise Personnel
LLC

What will I receive under the Settlement?

Subject to final Court approval, Defendants will pay the total sum of \$170,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$_____.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendants' records, during the period of May 24, 2018, through _____, you worked _____ Compensable Workweeks in California, and therefore, your settlement payment as a Class Member is estimated to be \$_____.

According to Defendants' records, during the period of March 18, 2021 to _____, you worked _____ PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$_____.

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for Class Members varies from _____ to _____. Your estimated recovery is _____. PAGA Payments for penalties to PAGA Aggrieved Employees will range from _____ to _____. Your estimated PAGA Payment is _____.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at _____ by mail, postmarked no later than [Response Deadline], or by e-mail by _____. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Workweeks set forth above. You should attach all documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement Class Member or a PAGA Allegedly Aggrieved Employee will be paid to the State of California State Controller's Office Unclaimed Property Division in the name of the Settlement Class Member or a PAGA Aggrieved Employee.

The settlement payment issued to you will be allocated as follows: thirty-three percent (33%) as wages, thirty-three percent (33%) as penalties and thirty-three percent (33%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to Fifty-Seven Thousand Dollars and Zero Cents (\$57,000.00) or 1/3 of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed \$20,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$6,000 for his efforts in representing the Class. The cost of administering the Settlement will not exceed \$18,500. A payment in the amount of \$15,000 will also be made to the LWDA for its share of PAGA penalties, while \$5,000 will be paid to PAGA Allegedly Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ [REDACTED] and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendants, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from May 24, 2018 through December 31, 2023, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide compliant or required meal periods and pay meal period premiums, California Labor Code §§ 226.7, 510 and 512 and any applicable Wage Orders; (b) failure to provide compliant or required rest periods and pay meal period premiums, California Labor Code §§ 226.7 and 512 and any applicable Wage Orders; (c) failure to pay overtime wages, California Labor Code §§ 510, 1194, 1197 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 et seq and 1197; (e) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201-204, 210; (f) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226 and 226.3; (g) failure to maintain required records, California Labor Code §§ 226, 1174; (h) failure to reimburse for reasonable and necessary business expenses, pursuant to Labor Code §2802 and 2804; and (i) unlawful business practices under California, Business and Professions Code §17200, et seq., as predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Release Period. This release excludes the release of claims not otherwise permitted by law, i.e., Worker's Compensation and unemployment insurance benefits.

In addition, Plaintiff and the State of California will release all claims for civil penalties only under the PAGA") in the Operative Complaint and that Plaintiff and the State of California are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims alleged in the LWDA Notice and within the Operative Complaint. In particular, the released claims include the underlying purported violations for: any and all claims and/or causes of action for civil penalties and other relief available pursuant to PAGA against Released Parties that were or could have been pled based on any and all of the underlying allegations and/or the alleged Labor Code violations pled in the original and amended Complaints in the Action and/or the LWDA notice during the PAGA Period, as alleged in the Operative Complaint and the LWDA Notice dated March 14, 2022.

Released Parties collectively mean: Defendants and each of their respective parent companies, subsidiaries, affiliates, joint ventures, predecessors, successors, and related parties and all of their past and present directors, officers, shareholders, members, managers, joint employers, co-employers, professional employer organizations, insurers, integrated enterprises, attorneys, representatives, employees, and anyone else acting for any of them.

Effective Date means the date on which the Court's order granting Final Approval of this Settlement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the order granting Final Approval of this Settlement and Final Judgment consistent with the terms of this Agreement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the effective date will be twenty (20) days after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, twenty (20) days after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, twenty (20) days after the California Supreme Court affirms the Final Judgment and final approval or order approving the Settlement.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [redacted] or e-mail a Request for Exclusion to Phoenix Settlement Administrators by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [redacted]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendants. If you are a PAGA Allegedly Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it orally or in writing. To object, you can appear at the Final Approval Hearing and make an oral objection in Department S-17 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, California or make a written objection. You may make a written Objection to the Settlement which should be mailed to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, a written statement of objection, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection must contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendants; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection should be postmarked, or e-mailed, on or before [redacted]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department S-17 of the Superior Court of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, California 92415. The final approval hearing may be continued without further notice to Class Members unless you filed an objection to the Settlement and the Settlement Administrator will notify you if the final approval hearing is continued. You may appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney at your own expense. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, are accessible and may be examined: (a) online on the Superior Court of California, County of San Bernardino's Website at <https://www.sb-court.org/> or (b) in person at Records, Superior Court of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, California 92415, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT 2

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

Scott Ernest Wheeler (SBN 187998)

2 Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

3 Claremont, California 91711

Telephone: (909) 621-4988

4 Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

5 jaw@scottwheelerlawoffice.com

6 *Attorneys for Plaintiff and all others similarly*
7 *situated*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SAN BERNARDINO

12 NORMA J. ECHEVERRIA, an individual;
13 and on behalf of herself and all other
14 aggrieved employees,

Plaintiffs,

15 v.

16 TARAZI SPECIALTY FOODS, LLC, a
17 California limited liability company;
18 PRECISE PERSONNEL LLC, a Virginia
19 limited liability company and DOES 1 through
20 50, inclusive,

Defendants.

CASE NO.: CIVSB2210730

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it is Plaintiff's unopposed Motion for Preliminary Approval of Class
3 Action Settlement ("Motion"). After reviewing the Motion, the Class and Representative Action
4 Settlement Agreement and Release ("Settlement Agreement"), attached to the Declaration of Scott
5 Ernest Wheeler in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
6 Filed on Behalf of Plaintiff, and all exhibits attached thereto, and good cause appearing therefore, the
7 Court hereby finds and orders as follows:

9 1. The Court finds on a preliminary basis that the settlement memorialized in the
10 Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness,
11 and therefore meets the requirement for preliminary approval.

12 2. The Court conditionally certifies for settlement purposes the following class (the
13 "Class" or "Settlement Class"):

14 All non-exempt employees who were employed directly by Tarazi
15 Specialty Foods, LLC or employed and placed by Precise Personnel LLC
16 to work at Tarazi Specialty Foods, LLC, in the State of California, at
17 any time from May 24, 2018 through December 31, 2023 nonexempt
 hourly employees who worked at any time for Defendants.

18 The Class Period is from May 24, 2018 through December 31, 2023.

19 3. The court conditionally certifies for settlement purposes the portion of this
20 Settlement regarding the Private Attorneys General Act ("PAGA Allegedly Aggrieved Employees):

21 All non-exempt employees who were employed directly by Tarazi
22 Specialty Foods, LLC or employed and placed by Precise Personnel LLC
23 to work at Tarazi Specialty Foods, LLC, in the State of California, at
24 any time from March 18, 2021, through December 31, 2023.

25 The PAGA Period means the time from March 18, 2021, through December 31, 2023.

26 4. The Court finds, for settlement purposes, that the Class meets the requirements for
27 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that
28

1 joinder is impractical; (2) there are questions of law and fact that are common, or of general interest,
2 to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the
3 claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests
4 of the Class; and (5) a class action is superior to other available methods for the fair and efficient
5 adjudication of the controversy.
6

7 5. The Court appoints, for settlement purposes, Plaintiff Norma J. Echeverria as
8 Representative for the Class.

9 6. The Court appoints, for settlement purposes, Scott Ernest Wheeler and Justin A.
10 Wheeler of the Law Office of Scott Ernest Wheeler as Class Counsel.

11 7. The Parties are ordered to carry out the Settlement according to the terms of the
12 Settlement Agreement.
13

14 8. The Court appoints Phoenix Class Action Administrators as the Settlement
15 Administrator and is ordered to carry out the administration of the settlement according to the terms of
16 the Settlement Agreement.

17 9. The Court approves the form and content of the Class Action and PAGA Settlement
18 Notice. The Court finds that the dates selected for the mailing and distribution of the Notice Packet
19 meet the requirements of due process, provide the best notice practicable under the circumstances, and
20 shall constitute due and sufficient notice to all persons entitled thereto.
21

22 10. Phoenix Class Action Administration Solutions, the Settlement Administrator, shall
23 provide notice to any objecting party of any continuance of the hearing of Plaintiff's Motion for Final
24 Approval.

25 11. The Parties are ordered to carry out the Settlement according to the following
26 implementation schedule:
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28

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	May 6, 2024 (30 th day falls on a Saturday)
Last day for Settlement Administrator to mail Class Notice	May 20, 2024
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	July 5, 2024
Last Day for Plaintiff to file Motion for Final Approval Class and Representative Action, Attorney's Fees and Costs, Service Award and Administration costs.	Per Code.
Final Approval Hearing	July 22, 2024

12. At the Final Approval Hearing, the Court will consider, *inter alia*, whether the Settlement should be finally approved as fair, reasonable, and adequate, whether a final judgment should be entered in favor of Plaintiff, and whether the payments provided for under the Settlement, including attorneys' fees, costs, and class representative service award, should be finally approved and granted.

13. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement the Settlement and this Order, are stayed.

IT IS SO ORDERED.

Dated: _____, 2024

HONORABLE JOSEPH ORTIZ
JUDGE OF THE SUPERIOR COURT