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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

RANCHO CUCAMONGA DIVISION

ELIZABETH NERI, an individual, on behalf of
the State of California,

Plaintiff,

v.

RAMA FOOD MANUFACTURE CORP., a
California corporation; ULTRA PERSONNEL,
LLC, a California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2315494

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: July 6, 2023
Trial Date: None Set

1 **THE SANDS LAW GROUP, APLC**
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5 *Attorney for Defendant Ultra Personnel, LLC*

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1 This Stipulation and Agreement for Settlement of this PAGA Representative Action is made
2 and entered into by and between Plaintiff Elizabeth Neri (“Plaintiff”), Defendant Rama Food
3 Manufacture Corp., a California corporation, (“Rama Food”); and Ultra Personnel, LLC, a
4 California limited liability company (“Ultra”) (Rama Food together with Ultra are collectively
5 herein referred to as “Defendants”). This Agreement is made in compromise of disputed claims.
6 The Parties agree that the above-entitled representative action shall be settled on the terms and
7 conditions set forth in this Agreement, subject to the approval of the Court pursuant to Section
8 2699(l) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698,
9 *et seq.* (“PAGA”).

10 DEFINITIONS

11 In addition to the definitions assigned to terms elsewhere herein, the following terms have
12 the meanings assigned to them below wherever they appear herein:

13 1. “**Action**” means and refers to *Elizabeth Neri v. Rama Food Manufacture Corp., et*
14 *al.*, Case No. CIVSB2315494, which is currently pending in the San Bernardino County Superior
15 Court, Rancho Cucamonga Division.

16 2. “**Allegedly Aggrieved Employees**” means all non-exempt employees who were
17 employed or alleged to have been employed by Defendants, in the State of California, at any time
18 from May 2, 2022, through the date of approval of PAGA settlement.

19 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
20 Stipulation and Agreement for Settlement of this PAGA Representative Action, which the Parties
21 acknowledge sets forth all material terms and conditions of the Settlement between them relating to
22 the subject matter hereof, and which is subject to Court approval pursuant to Section 2699(l) of the
23 California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

24 4. “**Court**” means the Superior Court of the State of California in and for the County
25 of San Bernardino.

26 5. “**Defendants**” mean Rama Food Manufacture Corp. and Ultra Personnel, LLC.

27 6. “**Effective Date**” of this Agreement shall be the later of: (i) notice of entry of the
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1 Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review,
2 or writ is sought from the Final Order and Judgment, the day after the Final Order and Judgment is
3 affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment are
4 no longer subject to further judicial review. The Effective Date is conditioned upon all of the
5 following occurring: (a) this Agreement has been signed by the Parties, PAGA Counsel, and
6 Defendants' counsel; and (b) the Court has entered the Final Order and Judgment.

7 7. **"Final Order and Judgment"** means the order granting approval of the Settlement
8 and entering Judgment entered by the Court, in a form substantially the same as that attached to this
9 Agreement as **Exhibit A**.

10 8. **"General Release Payment"** means the amount the Court authorizes to be paid to
11 Plaintiff, up to \$8,000, as compensation for Plaintiff's general release of all claims Plaintiff may
12 have, or may have had, against Defendants, including those under Section 1542 of the California
13 Civil Code.

14 9. **"Gross Settlement Amount"** means a maximum total of \$200,000.00, which
15 includes all payments owing as a result of this Agreement, including, without limitation: the Net
16 Settlement Fund; Representative Plaintiff's General Release Payment; Settlement Administration
17 Costs; and PAGA Counsel Attorneys' Fees and Costs as awarded by the Court.

18 10. **"LWDA Payment"** means a payment to the California Labor Workforce and
19 Development Agency in an amount equal to 75% of the PAGA Payment Amount.

20 11. **"Net Settlement Fund"** and **"PAGA Payment Amount"** mean the Gross Settlement
21 Amount less all of the following: PAGA Counsel's Attorneys' Fees and Costs, Representative
22 Plaintiff's General Release Payment, and Settlement Administration Costs. It is comprised of the
23 LWDA Payment and the PAGA Allegedly Aggrieved Employee Payment.

24 12. **"PAGA"** means the California Labor Code Private Attorneys General Act of 2004,
25 Cal. Lab. Code sections 2698 *et seq.*, as amended.

26 13. **"PAGA Allegedly Aggrieved Employee Payment"** means a payment of 25% of the
27 PAGA Payment Amount, which will be paid to the Parties have agreed to pay the Allegedly
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1 Aggrieved Employees out of the Gross Settlement Amount in connection with the settlement of the
2 PAGA Claim.

3 14. **“PAGA Claim”** means the claims for civil penalties under PAGA alleged in the
4 Action.

5 15. **“PAGA Counsel”** means Scott Ernest Wheeler and Justin Wheeler of the Law Office
6 of Scott Ernest Wheeler.

7 16. **“PAGA Period”** means May 2, 2022, through the date of approval of PAGA
8 settlement.

9 17. **“Parties”** means Plaintiff, Rama Food Manufacture Corp., and Ultra Personnel,
10 LLC, each of which is a **“Party”** herein.

11 18. **“Released Claims”** means all claims, demands, rights, liabilities, and causes of
12 action that were, or could have been asserted based on or relating to the facts alleged in the Action,
13 including, without limitation, those made pursuant to the PAGA and claims for Defendants’ alleged:
14 failure to provide meal periods; failure to provide rest breaks; failure to pay overtime wages; failure
15 to pay all wages owed to discharged and quitting employees; failure to furnish complete and accurate
16 itemized wage statements; failure to maintain required records; failure to pay COVID-19
17 supplemental sick leave; violations of California Labor Code sections 200, 201, 202, 203, 204, 226,
18 226.7, 248.1, 248.2, 248.6, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, the
19 applicable IWC Wage Order provisions; California Business & Professions Code § 17200 *et. seq.*;
20 and primary rights alleged in Plaintiff’s operative complaint in the Action and in Plaintiff’s PAGA
21 Notice dated April 27, 2023.

22 19. **“Released Parties”** means each of the Defendants, jointly, severally, and
23 individually, and their respective current and former parents, subsidiaries, predecessors, successors,
24 holding companies, assigns or affiliated companies or entities, and any and all of its or their current
25 and former owners, investors, shareholders, members, partners, officers, directors, managers,
26 employees, agents, attorneys, insurers, and representatives.

27 20. **“Representative Plaintiff”** or **“Plaintiff”** means Plaintiff Elizabeth Neri.
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21. **“Settlement Administrator”** shall mean Phoenix Settlement Administrators, or a neutral third-party administrator chosen by the Parties, subject to approval by the Court.

RECITALS

22. Plaintiff alleges that, on April 27, 2023, Plaintiff sent a PAGA Notice to the Labor Workforce and Development Agency (“LWDA”), with a copy to Defendants.

23. On July 6, 2023, Plaintiff filed a Complaint in San Bernardino County Superior Court, in a case styled *Elizabeth Neri v. Rama Food Manufacture Corp., et al.*, Case No. CIVSB2315494 (the “Action”).

24. The Action alleges a PAGA Claim for civil penalties and seeks an award of reasonable attorneys' fees and costs.

25. The Parties have conducted a thorough investigation into the facts of the Action and have informally exchanged extensive data and information, as well as pertinent documents, relating to the underlying alleged violations. After certain Parties attended a full-day mediation with Hon. Amy D. Hogue (Ret.), and subsequent ongoing negotiations, the Parties reached the Settlement, which each Party believes is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff's and the Allegedly Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff and the Allegedly Aggrieved Employees have against Defendants, and any persons and companies affiliated with Defendants.

26. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever, including as an admission of anything, or as a consent to personal jurisdiction, or as a waiver of any objections to personal jurisdiction, of the Court over any Party in the Action.

27. Defendants deny all of the claims in the Action, and do not waive, but rather

1 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural
2 and factual grounds should this Settlement Agreement not become final. This Settlement
3 Agreement reflects a compromise reached to end litigation.

4 28. The Parties stipulate and agree to the following terms of this Settlement Agreement
5 with the intent that this Agreement finally disposes of the Action with prejudice.

6 **TERMS AND CONDITIONS**

7 29. **Settlement Payments and Calculation of Claims.** Subject to final Court approval
8 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
9 promises set forth in this Agreement, Defendant Ultra agrees to pay the entire Gross Settlement
10 Amount of \$200,000.00. For the avoidance of doubt, Defendant Rama Food will not contribute the
11 Gross Settlement Amount, and will be dismissed from the case without prejudice. The following
12 table summarizes the allocation of the Gross Settlement Amount:

13 **Gross Settlement Amount of \$200,000.00 Is Broken Down As Follows:**

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- PAGA Counsel Attorneys' Fees not to exceed **\$67,000.**
 - PAGA Counsel Costs not to exceed **\$15,000.**
 - Up to **\$8,000** for Named Plaintiff Elizabeth Neri's General Release Payment
 - Settlement Administration Costs, not to exceed **\$4,250.**
 - **\$105,750** for the PAGA Payment Amount (Net Settlement Fund)
 - **\$79,312.50** for the LWDA Payment
 - **\$26,437.50** for the PAGA Allegedly Aggrieved Employee Payment
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19 30. **Settlement Assumptions.** The Settlement is based on the assumption that there were
20 250 allegedly aggrieved employees who collectively worked 12,700 PAGA Pay Periods through
21 July 31, 2024. If it is determined by Plaintiff's counsel and confirmed by the Settlement
22 Administrator, and proven by substantial evidence, that more than 1,270 (10%) additional
23 compensable work weeks existed thirty (30) days prior approval by the Court, Ultra will pay on a
24 *pro rata basis* additional amounts to the Gross Settlement Amount for all PAGA Pay Periods that
25 exceed 13,970. For the avoidance of any doubt, the Parties expressly agree and acknowledge that
26 Defendant Rama Food will not contribute anything whatsoever to the Gross Settlement Amount.

27 31. **Apportionment of Gross Settlement Amount.** The Parties agree, subject to Court
28 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be

1 apportioned as follows:

2 a. Settlement Administration Fees And Costs: The fees and costs associated
3 with settlement administration (*e.g.*, preparing and mailing payments to the Allegedly Aggrieved
4 Employees, tax documentation, etc.) (the “Settlement Administration Costs”) will be paid from the
5 Gross Settlement Amount and are estimated to be \$4,250. The Parties agree to use Phoenix
6 Settlement Administrators as the Settlement Administrator.

7 b. PAGA Counsel’s Attorneys’ Fees And Costs: The Parties agree that, subject
8 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
9 an amount that is up to one third of the Gross Settlement Amount for attorneys’ fees (\$67,000), plus
10 actual litigation costs not to exceed \$15,000.

11 c. Representative Plaintiff’s General Release Payment: The Parties agree that,
12 subject to the Court’s review and approval, Representative Plaintiff will receive a \$8,000.00 General
13 Release Payment, which will be paid from the Gross Settlement Amount.

14 d. Net Settlement Fund/PAGA Payment Amount: After deducting PAGA
15 Counsel’s Attorneys’ Fees and Costs, Settlement Administration Costs, and Representative
16 Plaintiff’s General Release Payment from the Gross Settlement Amount, the remaining amount will
17 comprise the Net Settlement Fund/PAGA Payment Amount. The Net Settlement Fund/PAGA
18 Payment Amount is comprised of the LWDA Payment and the PAGA Allegedly Aggrieved
19 Employee Payment. The Net Settlement Fund of approximately \$105,750 shall be allocated 75%
20 to the LWDA Payment, which is estimated to total \$79,312.50 (\$105,750 x 75%). The remaining
21 25% of the Net Settlement Fund, estimated to total \$26,437.50 (\$105,750 x 25%), shall be allocated
22 to the PAGA Allegedly Aggrieved Employee Payment to be paid to the Allegedly Aggrieved
23 Employees on a *pro rata* basis as noted below, which shall be referred to as each Allegedly
24 Aggrieved Employee’s “Individual PAGA Payment.”

25 e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
26 wage income to the Allegedly Aggrieved Employees and reported by the Settlement Administrator
27 on IRS Form 1099. Defendants shall not be responsible for any tax liabilities arising from any
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1 payments contemplated under this Agreement, and Covered Employees, PAGA Counsel and the
2 Settlement Administrator shall hold harmless and indemnify Defendants for any and all costs,
3 including, without limitation, attorneys' fees, related to any tax-related claims, fines, penalties or
4 assessments attributable to the payments set forth in this Agreement.

5 32. **Release By Allegedly Aggrieved Employees And State Of California.**

6 a. Terms Of Release: In exchange for the consideration recited in this
7 Settlement Agreement, Representative Plaintiff, as the representative for the State of California and
8 all Allegedly Aggrieved Employees, as well as each of their respective current, former, and future
9 heirs, executors, administrators, attorneys, agents, and assigns, completely release and discharge the
10 Released Parties of any and all Released Claims, including for civil penalties under PAGA. The
11 Allegedly Aggrieved Employees and the State of California are deemed by operation of the Final
12 Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released
13 Parties for any Released Claims.

14 b. No Claims Based On Stipulation And Agreement. No Aggrieved Employee
15 will have any claim against any of the Released Parties, Defendants' respective counsel, the
16 Representative Plaintiff, or PAGA Counsel, based on errors in administering claims or performing
17 the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

18 33. **General Release of All Claims By Representative Plaintiff.**

19 a. Terms Of Release: In exchange for the consideration recited in this
20 Settlement Agreement, including the Representative General Release Payment, the Representative
21 Plaintiff, on behalf of herself and on behalf of her current, former, and future heirs, executors,
22 administrators, attorneys, agents, and assigns, does hereby and forever release, waive, acquit and
23 discharge each of the Released Parties from all claims (known or unknown) which she has, had or
24 might otherwise have had against the Released Parties, from the beginning of time to the date she
25 signs this Agreement, regarding any aspect of her employment including, but not limited to, the
26 Released Claims, any common law or statutory torts, any federal, state or governmental constitution,
27 statute, regulation or ordinance, and any claim for wages, tips or any other compensation or benefit,
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1 including, without limitation, all claims arising under the California Labor Code, the California Civil
2 Code, the California Government Code, the California Family Rights Act, the California IWC Work
3 Orders, the California Constitution, the California Business and Professions Code, the California
4 Fair Employment and Housing Act, PAGA, Title VII of the Civil Rights Act of 1964, the Age
5 Discrimination in Employment Act, the Family and Medical Leave Act, the Employee Retirement
6 Income Security Act, the Rehabilitation Act of 1973, the Older Workers Benefit Protection Act, the
7 Fair Labor Standards Act, the Americans with Disabilities Act, the Worker Adjustment Retraining
8 Notification Act, the Equal Pay Act, the Uniformed Services Employment and Reemployment
9 Rights Act, the National Labor Relations Act, the Genetic Information and Nondiscrimination Act,
10 the Families First Coronavirus Response Act, the False Claims Act, and the Defend Trade Secrets
11 Act.

12 b. California Civil Code Section 1542: Upon the Effective Date, the
13 Representative Plaintiff will be deemed to have, and by operation of the Final Order and Judgment
14 will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
15 rights, and benefits of section 1542 of the California Civil Code which provides as follows:

16 “A general release does not extend to claims that the creditor or releasing party does
17 not know or suspect to exist in his or her favor at the time of executing the release
18 and that, if known by him or her, would have materially affected his or her settlement
with the debtor or released party.”

19 c. No Other Actions. The Representative Plaintiff is deemed by operation of
20 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
21 the Released Parties based upon any action, event, or occurrence prior to the date she signs this
22 Settlement Agreement.

23 34. **Release by PAGA Counsel:**

24 Except as otherwise stated in this Agreement, PAGA Counsel release on behalf PAGA
25 Counsel and their present and former attorneys, employees, principals, agents, successors and
26 assigns each of the Released Parties from all claims for fees and costs incurred in connection with
27 the Action and the PAGA Period facts stated in the operative complaint in the Action and all PAGA
28 notices.

1 35. **Request For Final Order And Judgment.**

2 a. Upon execution of this Agreement, the Representative Plaintiff shall
3 promptly file a motion or application with the Court requesting approval of this Settlement by
4 submitting a proposed Final Order and Judgment, in a form substantially the same as Exhibit A.

5 b. The Representative Plaintiff shall not file the motion or application
6 requesting final approval or final judgment with the Court until Defendants have reviewed and
7 approved it, which approval will not be unreasonably withheld.

8 c. On the date Representative Plaintiff files the motion or application discussed
9 in this Paragraph, Plaintiff will also submit to the LWDA a notice of the Settlement enclosing a
10 copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA will comply
11 with the notice requirements of PAGA.

12 36. **Waiver of Appeal.** Any Covered Employee who does not timely submit an
13 objection to the Settlement waives any and all rights to appeal the Final Order and Judgment,
14 including all rights to any post-judgment proceeding and appellate proceeding such as a motion to
15 vacate the judgment, motion for new trial, and extraordinary writs. This waiver does not include a
16 waiver of the right to oppose any appeals, appellate proceedings or post judgment proceedings, if
17 any.

18 37. **Settlement Funding.**

19 a. Upon the Court entering the Final Order and Judgment, and within 7 days
20 after the Effective Date, the Settlement Administrator shall send Ultra's respective counsel
21 electronic wiring instructions to fund the Gross Settlement Fund.

22 b. Defendant Ultra will pay the settlement in three equal installments. The first
23 payment in the amount of Sixty-six Thousand, Six Hundred and Sixty-six Dollars and Sixty-six
24 Cents (\$66,666.66) is to be made by Defendant Ultra to the Settlement Administrator on or before
25 December 16, 2024. The second payment in the amount of Sixty-six Thousand, Six Hundred and
26 Sixty-six Dollars and Sixty-seven Cents (\$66,666.67) shall be made by Defendant Ultra to the
27 Settlement Administrator on or before April 16, 2025. The third and final payment in the amount of
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1 Sixty-six Thousand, Six Hundred and Sixty-six Dollars and Sixty-seven Cents (\$66,666.67) is to be
2 made by Defendant Ultra to the Settlement Administrator on or before August 15, 2025.

3 c. Notwithstanding anything to the contrary or apparent contrary, under no
4 circumstances shall Defendant Rama Food be obligated to make any payment whatsoever under,
5 pursuant to, or in connection with this Agreement or the transactions contemplated hereby.

6 d. Within ten (10) days after the date of the final installment payment made by
7 Defendant Ultra, the Settlement Administrator shall issue all payments required by this Agreement
8 (the "Payment Date").

9 38. **PAGA List.**

10 a. Within twenty (20) days after the Effective Date, Defendant Ultra will
11 provide a PAGA List to the Settlement Administrator which will, to the extent of Ultra's knowledge,
12 identify all Allegedly Aggrieved Employees by name, social security number, and last known home
13 address ("PAGA List"). The PAGA List will also contain, to Ultra's knowledge, the number of pay
14 periods credited to each Allegedly Aggrieved Employee.

15 39. **List Of Individual Settlement Amounts.**

16 Within ten (10) days after the Settlement Administrator receives the PAGA List, the
17 Settlement Administrator will provide to PAGA Counsel and Defendants' counsel a Proceeds List
18 reflecting the Individual PAGA Payment for each Allegedly Aggrieved Employee ("Proceeds
19 List"). The Proceeds List provided to PAGA Counsel will not include the Allegedly Aggrieved
20 Employees' names, social security numbers or contact information.

21 40. **PAGA Payments To Allegedly Aggrieved Employees.**

22 a. On the Payment Date, the Settlement Administrator will mail to each
23 Allegedly Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA
24 Settlement Notice in English and Spanish, attached as **Exhibit B** to this Agreement; and (b) their
25 Individual PAGA Payment (collectively, the "PAGA Packet").

26 b. Prior to mailing, the Settlement Administrator will update all addresses using
27 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
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1 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
2 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
3 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
4 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
5 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
6 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
7 Administrator, Defendants, or PAGA Counsel shall be required to take further action.

8 c. Allegedly Aggrieved Employees shall have 180 calendar days after the date
9 the PAGA Packet is mailed to them to cash their settlement payment checks. If any Allegedly
10 Aggrieved Employee’s check is not cashed within that period, the settlement payment check will be
11 voided and a stop-payment will be issued. Neither Defendants, Defendants’ counsel, Plaintiff, nor
12 PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged
13 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks,
14 or failure to timely cash a settlement payment check within the 180 day period.

15 d. Any unpaid cash residue or unclaimed Allegedly Aggrieved Employee funds,
16 plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall
17 be transmitted to the California State Controller’s office in the name of the Allegedly Aggrieved
18 Employee.

19 41. **Payments Of General Release Payment, Attorneys’ Fees And Costs, And The**
20 **LWDA Settlement Payment.**

21 a. On the Payment Date, the Settlement Administrator will pay from the Gross
22 Settlement Amount the Representative Plaintiff’s General Release Payment as awarded by the
23 Court. The payment will be made by sending to PAGA Counsel a check payable to “Elizabeth Neri”
24 in the amount of the Court-approved General Release Payment. This payment is conditional upon
25 PAGA Counsel providing the Settlement Administrator with a completed Form W-9 for the
26 Representative Plaintiff.

27 b. On the Payment Date, the Settlement Administrator will pay from the Gross
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1 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
2 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
3 W-9.

4 c. On the Payment Date, the Settlement Administrator will pay the LWDA
5 Payment from the Net Settlement Fund by issuing a check in the approximate amount of \$ total
6 \$79,312.50 payable to "California Labor Workforce and Development Agency."

7 42. **Deadlines.**

8 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
9 the deadline will be automatically extended to the next regular business day. Unless specified
10 otherwise, all references to "days" shall mean calendar days.

11 43. **Enforcement And Continuing Jurisdiction Of The Court.**

12 Pursuant to the Parties' agreement, this Settlement Agreement will be approved by the Court
13 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
14 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
15 jurisdiction over the Action and over all Parties and the Allegedly Aggrieved Employees, to the
16 fullest extent necessary or convenient to enforce and effectuate the terms and intent of this
17 Settlement Agreement and all matters provided for in it, and to interpret it.

18 44. **Mutual Full Cooperation.**

19 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
20 Agreement, including, but not limited to, execution of such documents and taking such other action
21 as may be reasonably necessary or convenient to implement it.

22 45. **Non-Admission Of Liability.**

23 The Parties enter into this Agreement to resolve the dispute that has arisen between them
24 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
25 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
26 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
27 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
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1 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
2 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
3 with it, shall be construed as an admission or concession by Defendants of any such violations or
4 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
5 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
6 evidence in any action or proceeding to establish any liability or admission on the part of Defendants
7 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
8 federal, state, local or other applicable law.

9 46. **Effective Date Of Defendants' Obligations Under This Agreement.**

10 Defendants' obligations under this Settlement Agreement will become final and effective
11 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
12 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
13 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
14 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
15 or construed by or against any Party as a determination, admission, or concession of any issue of
16 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
17 respective rights regarding the prosecution and defense of the Action, including all available
18 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
19 existed.

20 47. **Nullification.**

21 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
22 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
23 or declared or rendered void as to any material term as defined above, then (a) the Settlement
24 Agreement shall become null and void; and (b) the Parties will revert to their respective positions
25 immediately prior to reaching the settlement.

26 48. **Invalidation.**

27 Invalidation of any material term of this Settlement Agreement will invalidate this
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1 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
2 provisions will remain in full force and effect.

3 49. **No Publicity.**

4 Plaintiff and her counsel agree that the terms of this Settlement Agreement (including, but
5 not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this
6 Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or
7 publicized or promoted to the media (including, without limitation, legal periodicals and
8 publications such as “Jury Verdicts,” or disclosure of the Settlement Agreement on any web site of
9 Plaintiff’s counsel), or the public at large, without the advance written consent of Defendants.
10 Notwithstanding the foregoing, Plaintiff and her counsel (1) may tell the public in general only that
11 certain claims “have been resolved by the Parties,” and (2) may disclose the terms of the Settlement
12 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g.,
13 income tax returns); (c) Plaintiff’s counsel may refer to the Action for purposes of class or
14 representative counsel qualifications; and (d) to accountants or other tax professionals for the
15 purpose of preparing tax returns.

16 50. **Entire Agreement.**

17 This Settlement Agreement constitutes the entire integrated agreement between the Parties
18 relating to the Action, and no oral representations, warranties, or inducements have been made to
19 any party concerning this Settlement Agreement other than the representations, warranties, and
20 covenants contained and memorialized in this Settlement Agreement.

21 51. **Authorization To Act.**

22 PAGA Counsel warrants and represents that they are authorized by the Representative
23 Plaintiff, and counsel of record for Defendants warrants that they are authorized by Defendants, to
24 take all appropriate action required or permitted to be taken by such Parties pursuant to this
25 Settlement Agreement to effectuate its terms, and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement, except for any documents, including but not
27 limited to this Settlement Agreement, that are required to be executed by the Parties.

1 52. **Modification Only In Writing.**

2 This Settlement Agreement may be amended or modified only by a written instrument signed
3 by all Parties or their successors in interest.

4 53. **Binding On Successors.**

5 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
6 Agreement, as well as their assigns and successors in interest to this Agreement.

7 54. **No Prior Assignments.**

8 The Allegedly Aggrieved Employees are deemed by operation of the Final Order and
9 Judgment to represent, covenant, and warrant that they have not directly or indirectly assigned,
10 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
11 portion of any liability, claim, demand, cause of action, or rights released and discharged by this
12 Agreement.

13 55. **Governing Law.**

14 All terms of this Settlement Agreement will be governed by and interpreted according to the
15 laws of the State of California, without giving effect to conflicts of laws principles.

16 56. **Counterparts.**

17 This Settlement Agreement may be executed in one or more counterparts, including by the
18 use of e-signatures. All executed counterparts and each of them will be deemed to be one and the
19 same instrument. Counsel for the Parties will exchange among themselves any signed counterparts.

20 57. **Headings For Convenience Only.**

21 The descriptive headings of any paragraphs or sections and the defined terms of this
22 Settlement Agreement are inserted for convenience of reference only and do not constitute a part of
23 this Settlement Agreement.

24 58. **Construction of This Agreement.**

25 The Parties agree that the terms and conditions of this Settlement Agreement are the result
26 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
27 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
28

1 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
2 entire agreement between the Parties relating to the subject matter hereof. Except as expressly
3 provided in this Agreement, this Settlement Agreement has not been executed in reliance upon any
4 other oral or written representations or terms and no such extrinsic oral or written representations or
5 terms will modify, vary, or contradict the terms of this Settlement Agreement. In entering this
6 Settlement Agreement, the Parties explicitly recognize California Civil Code section 1625 and
7 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
8 construed according to its terms and may not be varied or contradicted by extrinsic evidence. The
9 Representative Plaintiff and Defendants had available to them the advice and assistance of
10 independent counsel. As such, neither the Representative Plaintiff or Defendants may claim that
11 any ambiguity in this Settlement Agreement should be construed against any other Parties.

12 59. **Corporate Signatories.**

13 Any person executing this Settlement Agreement or any related document on behalf of a
14 corporate signatory warrants and promises for the benefit of all Parties that such person has been
15 duly authorized by such corporation to execute this Settlement Agreement or any related document.

16 60. **Representation By Counsel.**

17 All of the Parties hereto acknowledge that they have been represented by counsel throughout
18 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
19 has been executed with the advice of counsel.

20 61. **Attorneys' Fees And Costs.**

21 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
22 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
23 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
24 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
25 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

26 **IT IS SO AGREED:**

27 Dated: _____
28

counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Except as expressly provided in this Agreement, this Settlement Agreement has not been executed in reliance upon any other oral or written representations or terms and no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement, the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff and Defendants had available to them the advice and assistance of independent counsel. As such, neither the Representative Plaintiff or Defendants may claim that any ambiguity in this Settlement Agreement should be construed against any other Parties.

59. **Corporate Signatories.**

Any person executing this Settlement Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Settlement Agreement or any related document.

60. **Representation By Counsel.**

All of the Parties hereto acknowledge that they have been represented by counsel throughout all negotiations which preceded the execution of this Settlement Agreement and that this Agreement has been executed with the advice of counsel.

61. **Attorneys' Fees And Costs.**

Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

IT IS SO AGREED:

Dated: 10/9/2024

DocuSigned by:
ELIZABETH NEP
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ELIZABETH NERI

Dated:

RAMA FOOD MANUFACTURE CORP.

By:
Its:

Dated:

ULTRA PERSONNEL, LLC

By:
Its:

Dated: October 21, 2024

APPROVED AS TO FORM

By:


LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff Elizabeth Neri and the
Aggrieved Employees

Dated:

APPROVED AS TO FORM:

By:

BUCHALTER, A PROFESSIONAL
CORPORATION
Joshua Mizrahi
Graham G. Lambert

Attorneys for Defendant, Rama Food Manufacture
Corp.

Dated:

APPROVED AS TO FORM:

By:

THE SANDS LAW GROUP, APLC
Thomas D. Sands

Attorney for Defendant, Ultra Personnel, LLC

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ELIZABETH NERI

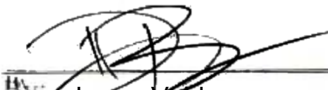
Dated:

RAMA FOOD MANUFACTURE CORP.

By: 
Its: General Manager

Dated: 10/22/2024

ULTRA PERSONNEL, LLC

By: 
Its: HR Manager

Dated:

APPROVED AS TO FORM

By: 
LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff Elizabeth Neri and the
Aggrieved Employees

Dated:

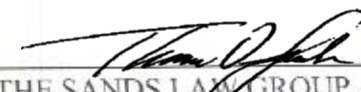
APPROVED AS TO FORM:

By: 
BUCHALTER, A PROFESSIONAL
CORPORATION
Joshua Mizrahi
Graham G. Lambert

Attorneys for Defendant, Rama Food Manufacture
Corp.

Dated: 10/22/2024

APPROVED AS TO FORM:

By: 
THE SANDS LAW GROUP, APLC
Thomas D. Sands

Attorney for Defendant, Ultra Personnel, LLC

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DIVISION

ELIZABETH NERI, an individual, on behalf of
the State of California,

 Plaintiff,

 v.

RAMA FOOD MANUFACTURE CORP., a
California corporation; ULTRA PERSONNEL,
LLC, a California limited liability company;
and DOES 1 through 10, inclusive,

 Defendants.

Case No. CIVSB2315494

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

[PROPOSED] ORDER AND JUDGMENT

The Court has before it the Stipulation for Approval of PAGA Settlement, submitted by Plaintiff Elizabeth Neri (“Plaintiff”), Defendant Rama Food Manufacture Corp., a California corporation, (“Rama Food”); and Ultra Personnel, LLC, a California limited liability company (“Ultra”) (Rama Food together with Ultra are collectively herein referred to as “Defendants”), (collectively, Plaintiff and Defendants are referred to herein as the “Parties”) indicating that they have reached a settlement that will resolve this matter in its entirety. The Stipulation, and therefore this Order and Judgment incorporates the following defined terms.

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff ¹, the Court grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1 to this Order.

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed her motion seeking approval of the Settlement with the Court, she submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

4. The Settlement is approved under Labor Code § 2699(1)(2).

5. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2 to this Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice

¹ The Court has also reviewed and considered the records and files of this case, as well as all documents submitted in connection with the Parties’ Stipulation for Approval of PAGA Settlement, including the Declaration of Scott Ernest Wheeler.

1 practicable under the circumstances.

2 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
3 releases all Released Claims against the Released Parties.

4 7. The Gross Settlement Amount and the methodology used to calculate the PAGA
5 Payment and Individual PAGA Payments set forth in the Settlement Agreement are approved.

6 8. The Court approves the General Release Payment to Plaintiff in the amount of
7 \$8,000. The Court authorizes the Settlement Administrator to make this payment, in accordance
8 with the terms of the Settlement Agreement.

9 9. The Court approves Phoenix Settlement Administrators to act as the Settlement
10 Administrator. The Court awards the Settlement Administrator in this Action its actual fees and
11 costs in accordance with the terms of the Settlement Agreement, not to exceed \$4,250.

12 10. The Court approves the Law Office of Scott Ernest Wheeler as PAGA Counsel.

13 11. The Court awards PAGA Counsel attorneys' fees in the amount of \$67,000 and costs
14 of \$15,000, which the Court finds to be fair and reasonable. The Court authorizes the Settlement
15 Administrator to make these payments, in accordance with the terms of the Settlement Agreement.

16 12. The Court authorizes the Settlement Administrator to calculate the PAGA Payment
17 Fund, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is
18 comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
19 Agreement.

20 13. The Court finds that payment to the LWDA of 75% of the PAGA Payment as its
21 share of the settlement of PAGA civil penalties is fair and reasonable. The Court authorizes the
22 Settlement Administrator to pay the LWDA payment, in accordance with the terms of the Settlement
23 Agreement.

24 14. The Court finds that payment to the PAGA Aggrieved Employee Payment of 25%
25 of the PAGA Payment as the Aggrieved Employees' share of the settlement of civil penalties is fair
26 and reasonable. The Court authorizes the Settlement Administrator to pay the PAGA Aggrieved
27 Employee Payment, in accordance with the terms of the Settlement Agreement.

28 15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid

1 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
2 Payments uncashed after 180 calendar days will be dispersed to the California State Controller's
3 Unclaimed Property fund in the name(s) of the employee(s) who did not cash their checks, in
4 accordance with the terms of the Settlement Agreement.

5 16. Upon completion of the Settlement, the Settlement Administrator will provide
6 written certification of the completion to the Court and counsel for the Parties, which shall be filed
7 with the Court on or before seven (7) Court prior to the OSC Re Status of Distribution Hearing
8 scheduled for: _____, in Dept. _____, at _____.

9 17. Without affecting the finality of this order and entry of judgment, the Court retains
10 exclusive and continuing jurisdiction over the Action for purposes of supervising, administering,
11 implementing, and enforcing this Order and the Settlement.

12 18. Nothing in this Order or the Settlement shall be construed as an admission or
13 concession by any party. The Settlement and this resulting Order and entry of judgment simply
14 represent a compromise of disputed allegations.

15 19. The Court enters final judgment in accordance with the terms of the Settlement
16 Agreement and this Order.

17 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
18 LWDA within 10 days of the date of this Order and entry of judgment.

19 **IT IS SO ORDERED:**

20 DATED: _____, 2024

21 _____
22 HONORABLE GILBERT OCHOA
23 JUDGE OF THE SUPERIOR COURT
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EXHIBIT B

Exhibit B

[Date], 2024

Pheonix Settlement Administrators

[Pheonix Settlement Administrators Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Employee of Rama Food Manufacture Corp. (“Rama Food”) and/or Ultra Personnel, LLC, (“Ultra”):

You have received this notice because Rama Food’s and/or Ultra’s records indicate that you have worked for Rama Food and/or Ultra at some time between May 2, 2022, and the present. This notice relates to the settlement of a lawsuit entitled *Elizabeth Neri v. Rama Food Manufacture Corp., et al.*, San Bernardino County Superior Court Case No. CIVSB2315494 (the “Lawsuit”).

In the Lawsuit, Plaintiff Elizabeth Neri (“Plaintiff”) seeks civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were “aggrieved” by alleged wage and hour violations on the part of Rama Food and/or Ultra, including: failure to provide meal periods; failure to provide rest breaks; failure to pay overtime wages; failure to pay all wages owed to discharged and quitting employees; failure to furnish complete and accurate itemized wage statements; failure to maintain required records; and failure to pay COVID-19 supplemental sick leave.

Rama Food and Ultra strongly dispute Plaintiff’s allegations and maintain that they have fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Rama Food and Ultra have made a business decision to settle the Lawsuit, which settlement has been approved by the Court. As part of the Settlement, Ultra agreed to pay a certain amount of penalties under PAGA. Under the PAGA statutes, penalties are divided between the State of California and aggrieved employees, with the State receiving 75 percent of the penalties. Under the Settlement, Plaintiff and the State have released the following claims on behalf of the aggrieved employees:

All claims, demands, rights, liabilities, and causes of action that were, or could have been asserted based on the facts alleged in the Action, pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., based on all civil penalties under California Labor Code Sections 2699 et seq. and claims for Defendants’ alleged: failure to provide meal periods; failure to provide rest breaks; failure to pay overtime wages; failure to pay all wages owed to discharged and quitting employees; failure to furnish complete and accurate

itemized wage statements; failure to maintain required records; and failure to pay COVID-19 supplemental sick leave; violations of California Labor Code sections 226, 226.7, 248.1, 248.2, 248.6, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., the applicable IWC Wage Order provisions; California Business & Professions Code § 17200 et. seq.; and primary rights alleged in Plaintiff's operative complaint in the Action and in Plaintiff's PAGA Notices dated April 27, 2023.

The Released Parties include Rama Food and Ultra, and each of their respective current and former parents or subsidiaries, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, and assigns.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions about this notice, please contact the Settlement Administrator, _____ at _____.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.