

Carolyn Hunt Cottrell (SBN 166977)  
Ori Edelstein (SBN 268145)  
Philippe M.J. Gaudard (SBN 331744)  
**SCHNEIDER WALLACE**  
**COTTRELL KIM LLP**  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Tel: (415) 421-7100  
Fax: (415) 421-7105  
ccottrell@schneiderwallace.com  
oedelstein@schneiderwallace.com  
pgaudard@schneiderwallace.com

*Attorneys for Plaintiffs, on behalf of the Class, the  
State of California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA**

BUDDY SIMS and THADDEUS PHILYAW,  
individually, and on behalf other members of the  
general public similarly situated; and  
ERNESTO ORTIZ, on behalf of the State of  
California and Aggrieved Employees;

Plaintiffs,

v.

MASS PRECISION, INC., a California  
corporation; and DOES 1 through 100,  
inclusive,  
Defendant.

Case No. 21CV375211

Hon Charles F. Adams  
Dept. 7

**DECLARATION OF CAROLYN H.  
COTTRELL IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: October 30, 2025

Time: 1:30 p.m.

Dept: 7

Complaint Filed: January 12, 2021

FAC Filed: July 15, 2022

Trial Date: None Set

1 Edwin Aiwarzian (SBN 232943)  
2 Arby Aiwarzian (SBN 269827)  
3 Joanna Ghosh (SBN 272479)  
4 Yasmin Hosseini (SBN 326399)  
5 Ani Menedjian (SBN 360616)  
6 **LAWYERS for JUSTICE, PC**  
7 450 N. Brand Boulevard, Suite 900  
8 Glendale, California 91203  
9 Tel: (818) 265-1020  
10 Fax: (818) 265-1021  
11 edwin@calljustice.com  
12 arby@calljustice.com  
13 joanna@calljustice.com  
14 yasmin@calljustice.com  
15 ani@calljustice.com

16 James R. Hawkins (SBN 192925)  
17 Gregory Mauro (SBN 222239)  
18 **JAMES HAWKINS APLC**  
19 9880 Research Drive, Suite 200  
20 Irvine, California 92618  
21 Tel: (949) 387-7200  
22 Fax: (949) 387-6676  
23 james@jameshawkinsaplc.com  
24 greg@jameshawkinsaplc.com

25 *Attorneys for Plaintiffs, on behalf of the Class,*  
26 *the State of California and Aggrieved Employees*

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

2

3  
4  
5  
6

7  
8

9  
0  
1  
2  
3  
4  
5

6  
7  
8

## 9

0  
1  
2

3  
4  
5  
6  
7  
8

7. SWCK has acted or is acting as class counsel in numerous cases. A partial list of cases which have been certified and/or settled as class actions includes: *Roberts v. Turning Point Community Programs* (Case No. 23cv001916) (Sacramento Superior Court, July 7, 2025) (final approval of class and PAGA settlement); *Weaver v. Amentum Servs., Inc.* (Case No. 37-2021-00049868-CU-OE-CTL) (San Diego Superior Court, July 11, 2025) (final approval of California class and PAGA representative action); *Morel v. HNTB Corp., et al.* (Case No. 3:2022-cv-00408) (United States District Court, Southern District of California, July 7, 2025) (final approval of California class and PAGA representative action); *Tovar v. GC Servs. Ltd. P'ship* (Case No 37-2021-00038640-CUOE-CTL) (San Diego Superior Court, July 3, 2025) (final approval of Class and PAGA settlement); *Morales, et al. v. Porto's Bakery, Inc., et al.* (Case No. 20STCV34675) (Los Angeles Superior Court, June 25, 2025) (class certification of California class in consolidated matter); *Bryant v. Renaissance Villages, Inc.* (Case No. RIC2002756) (Riverside Superior Court, May 13, 2025) (final approval of California class and PAGA representative action); *Cohen v. Peloton Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court, Central District of California, February 12, 2025) (final approval of FLSA collective, California class, and PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case No. CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of California class, and PAGA representative action); *Salonga, et al. v. Aegis Senior Communities, LLC, et al.* (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of FLSA collective, California class, and PAGA representative action); *Chavez v. Teasdale Foods, Inc.* (Case No. 21CV-03035) (Merced Superior Court, August 28, 2024) (class certification of a California class and subclasses); *Walker v. Nursefinders, LLC, et al.* (Case No. 3:22-CV-04084-AGT) (Northern District of California, August 27, 2024) (final approval of California class and PAGA representative action settlement); *Magana v. Goya Foods of California, Inc., et al.* (Case No. 20STCV43233) (Los Angeles Superior Court, July 10, 2024) (class certification of California rounding, meal, and wage statement subclasses); *Bonner v. Providence Health Sys.-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class certification of a California rest break

subclass); *Clavel v. San Diego Sunrise Mgmt. Co.* (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (final approval of California class action settlement); *Randall, et al. v. Integrated Commc'n Serv. Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29, 2024) (final approval of three-state class and FLSA collective action settlement); *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) (final approval of California class and PAGA representative action settlement); *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court, Jan. 22, 2024) (class certification of California subclasses); *Rodriguez, et al. v. Tri-Wire Eng'g Sols., Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of Massachusetts, December 5, 2023) (final approval of five-state class and FLSA collective action settlement); *Beissel v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R) (Western District of Oklahoma, November 3, 2023) (final approval of Oklahoma class and FLSA collective action settlement for deceptive trade practices, unlawful sale of business opportunities, and wage and hour claims on behalf of independent contractor truck drivers); *Sishi, et al. v. Eskaton Props. Inc., et al.* (Case No. RG21100764) (Alameda County Superior Court, August 4, 2023) (final approval of California class and PAGA representative action settlement); *Wright, et al. v. Frontier Mgmt. LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final approval of California, Illinois, Oregon, and Washington class and FLSA collective action settlement); *Campos v. Extra Express (Cerritos) Inc.* (Case No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023) (final approval of California law wage and hour class action settlement alleging misclassification of short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC* (Case No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of California and Oklahoma class and FLSA collective action settlement where Plaintiff obtained class certification on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119) (Alameda County Superior Court, June 23, 2022) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al.* (Case No. CV 20-3531-GW-SKx) (Central District of California, May 19, 2022) (final approval

1 of California class action and PAGA representative action settlement); *Madrigal v. Mission Lakes*  
2 *Country Club, Inc.* (Case No. RIC2003428) (Riverside County Superior Court, May 18, 2022) (final  
3 approval of California class action and PAGA representative action); *Hazel v. Himagine Sols., Inc.*  
4 (Case No. RG20068159) (Alameda County Superior Court, Nov. 2, 2021) (final approval of a  
5 California class action settlement for failure to pay for all hours worked, failure to pay minimum and  
6 overtime wages, failure to provide meal and rest breaks, failure to reimburse necessary business  
7 expenditures, waiting time penalties, and failure to provide itemized wage statements); *Pine Manor*  
8 *Investors, LLC v. FPI Mgmt., Inc.* (Case No. 34-2018-00237315) (Sacramento County Superior Court,  
9 October 20, 2021) (final approval of a California class action settlement in action that alleged improper  
10 billing for workers compensation charges by an apartment complex management company);  
11 *Etcheverry v. Franciscan Health Sys., et al.* (Case No. 3:19-cv-05261-RJB-MAT) (Western District of  
12 Washington, October 19, 2021) (final approval of hybrid Fair Labor Standards Act and Washington  
13 class action); *Jean-Pierre, et al. v. J&L Cable TV Servs., Inc.* (Case No. 1:18-cv-11499-MLW) (District  
14 of Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards Act and  
15 Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut, et al. v.*  
16 *Sprint/United Mgmt. Co.* (Case No. 19-cv-411-WQH-AHG) (Southern District of California, August  
17 5, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code Rule 23 action);  
18 *Diaz, et al. v. TAK Commc'ns CA, Inc., et al.* (Case No. RG20064706) (Alameda Superior Court, July  
19 27, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code class action);  
20 *Villafan v. Broadpectrum Downstream Servs., Inc., et al.* (Case No. 3:18-cv-06741-LB) (Northern  
21 District of California, April 8, 2021) (final approval of hybrid Fair Labor Standards Act and California  
22 law class action settlement for failure to pay for all hours worked, failure to provide meal and rest  
23 breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage  
24 statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC) (Northern  
25 District of California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act and California,  
26 Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for failure to pay for all  
27 hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time  
28 penalties, and failure to provide itemized wage statements); *El Pollo Loco Wage and Hour Cases* (Case

No. JCCP 4957) (Orange County Superior Court, January 31, 2020) (final approval of a class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements, under California law); *Soto, et al. v. O.C. Commc'ns, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards Act and California and Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-2017-00223592) (Sacramento Superior Court) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California law); *Van Liew v. North Star Emergency Servs., Inc., et al.* (Case No. RG17876878) (Alameda County Superior Court) (final approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, waiting time penalties, and failure to provide itemized wage statements, under federal law); *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a class and collective action settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse for necessary business expenditures, failure to adhere to California record keeping requirements, waiting time penalties, and failure to provide itemized wage statements, under federal and California law); *Harmon, et al. v. Diamond Wireless, LLC* (Case No. 34-2012-00118898) (Sacramento Superior Court) (final approval of a class action settlement for failure to pay wages free and clear, failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to pay full wages when due, failure to adhere to California record keeping requirements, and failure to provide adequate seating, under California law); *Aguilar v. Hall AG Enters., Inc., et al.* (Case No. BCV-16-10994-DRL) (Kern County Superior Court) (final approval of a class action settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay minimum and overtime wages, waiting time penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages, under California law); *Viceral and Krueger v. Mistras Grp., Inc.* (Case No. 3:15-cv-02198-EMC) (Chen, J.) (Northern

1 District of California) (final approval of a class and collective action settlement for failure to  
2 compensate for all hours worked, including overtime, under federal and California law); *Jeter-Polk,*  
3 *et al. v. Casual Male Store, LLC, et al.* (Case No. 5:14-CV-00891) (Central District of California)  
4 (final approval of a class action settlement for failure to provide meal and rest periods, failure to  
5 compensate for all hours worked, failure to pay overtime wages, unpaid wages and waiting time  
6 penalties, and failure to provide itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et al.* (Case  
7 No. 15-cv-01889-TEH) (Northern District of California) (final approval of class and collective action  
8 settlement for failure to compensate for all hours worked, including overtime, under federal and  
9 California law, failure to provide meal and rest breaks, failure to reimburse for necessary business  
10 uniforms, failure to pay full wages upon termination to, and failure to provide accurate itemized wage  
11 statements); *Holmes, et al v. Xpress Global Sys., Inc.* (Case No. 34-2015-00180822) (Sacramento  
12 Superior Court) (final approval of a class action settlement for failure to provide meal and rest breaks  
13 and failure to provide accurate itemized wage statements); *Guilbaud, et al. v. Sprint Nextel Corp. et*  
14 *al.* (Case No. 3:13-cv-04357-VC) (Northern District of California) (final approval of a class and  
15 collective action settlement for failure to compensate for all hours worked, including overtime, failure  
16 to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay  
17 full wages upon termination to, and failure to provide accurate itemized wage statements); *Molina, et*  
18 *al. v. Railworks Track Sys., Inc.* (Case No. BCV-15-10135) (Kern County Superior Court) (final  
19 approval of a class action settlement for failure to provide meal and rest breaks, unpaid wages, unpaid  
20 overtime, off-the-clock work, failure to pay full wages upon termination to, and failure to provide  
21 accurate itemized wage statements); *Allen, et al. v. County of Monterey, et al.* (Case No. 5:13-cv-  
22 01659) (Northern District of California) (settlement between FLSA Plaintiffs and Defendant to provide  
23 relief to affected employees); *Barrera v. Radix Cable Holdings, Inc., et al.* (Case No. CIV 1100505)  
24 (Marin County Superior Court) (final approval of class action settlement for failure to provide meal  
25 and rest breaks to, off-the-clock work by, failure to provide overtime compensation to, failure to  
26 reimburse business expenditures to, failure to pay full wages upon termination to, and failure to  
27 provide accurate itemized wage statements to retention specialists working for cable companies);  
28 *Glass Dimensions, Inc., et al. v. State Street Corp. et al.* (Case No. 1:10-cv-10588) (District of

Massachusetts) (final approval of class action settlement for claims of breach of fiduciary duty and self-dealing in violation of ERISA); *Friend, et al. v. The Hertz Corp.* (Case No. 3:07-052222) (Northern District of California) (settlement of claims that rental car company misclassified non-exempt employees, failed to pay wages, failed to pay premium pay, and failed to provide meal periods and rest periods); *Hollands v. Lincare, Inc., et al.* (Case No. CGC-07-465052) (San Francisco County Superior Court) (final approval of class action settlement for overtime pay, off-the-clock work, unreimbursed expenses, and other wage and hour claims on behalf of a class of center managers); *Jantz, et al. v. Colvin* (Case No. 531-2006-00276X) (In the Equal Employment Opportunity Commission Baltimore Field Office) (final approval of class action settlement for the denial of promotions based on targeted disabilities); *Shemaria v. County of Marin* (Case No. CV 082718) (Marin County Superior Court) (final approval of class action settlement on behalf of a class of individuals with mobility disabilities denied access to various facilities owned, operated, and/or maintained by the County of Marin); *Perez, et al. v. First Am. Title Ins. Co.* (Case No. 2:08-cv-01184) (District of Arizona) (final approval of class action settlement in action challenging unfair discrimination by title insurance company); *Perez v. Rue21, Inc., et al.* (Case No. CISCV167815) (Santa Cruz County Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work performed by, a class of retail employees); *Sosa, et al. v. Dreyer's Grand Ice Cream, Inc., et al.* (Case No. RG 08424366) (Alameda County Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work performed by, a class of ice cream manufacturing employees); *Villalpando v. Exel Direct Inc., et al.* (Case Nos. 3:12-cv-04137 and 4:13-cv-03091) (Northern District of California) (certified class action on behalf of delivery drivers allegedly misclassified as independent contractors); *Choul, et al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final approval of class action settlement for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Morales v. Farmland Foods, Inc.* (Case No. 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior Court) (final approval of class

1 action settlement for failure to provide meal and rest breaks to and for off-the-clock work by certified  
2 emergency medical technicians); *Espinosa, et al. v. Nat'l Beef, et al.* (Case No. ECU0467) (Imperial  
3 Superior Court) (final approval of class action settlement for off-the-clock work by, and failure to  
4 provide overtime compensation to, production-line employees of meat-packing plant); *Wolfe, et al. v.*  
5 *California Check Cashing Stores, LLC, et al.* (Case Nos. CGC-08-479518 and CGC-09-489635) (San  
6 Francisco Superior Court) (final approval of class action settlement for failure to provide meal and  
7 rest breaks to, and for off-the-clock work by, employees at check cashing stores); *Carlson v. eHarmony*  
8 (Case No. BC371958) (Los Angeles County Superior Court) (final approval of class action settlement  
9 on behalf of gays and lesbians who were denied use of eHarmony); *Salcido v. Cargill* (Case Nos. 1:07-  
10 CV-01347-LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern District of California) (final approval of  
11 class action settlement for off-the-clock work by production-line employees of meat-packing plant);  
12 *Elkin v. Six Flags* (Case No. BC342633) (Los Angeles County Superior Court) (final approval of class  
13 action settlement for missed meal and rest periods on behalf of hourly workers at Six Flags amusement  
14 parks); *Jimenez v. Perot Sys. Corp.* (Case No. RG07335321) (Alameda County Superior Court) (final  
15 approval of class action settlement for misclassification of hospital clerical workers); *Chau v. CVS RX*  
16 *Servs., Inc.* (Case No. BC349224) (Los Angeles County Superior Court) (final approval of class action  
17 settlement for failure to pay overtime to CVS pharmacists); *Reed v. CALSTAR* (Case No.  
18 RG04155105) (Alameda County Superior Court) (certified class action on behalf of flight nurses);  
19 *Nat'l Fed'n of the Blind v. Target* (Case No. C 06-01802 MHP) (N.D. Cal.) (certified class action on  
20 behalf of all legally blind individuals in the United States who have tried to access Target.com); *Bates*  
21 *v. United Parcel Serv., Inc.* (2004 WL 2370633) (N.D. Cal.) (certified national class action on behalf  
22 of deaf employees of UPS); *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.)  
23 (certified regional class action alleging widespread discrimination within FedEx); *Siddiqi v. Regents*  
24 *of the Univ. of California* (Case No. C-99-0790 SI) (N.D. Cal.) (certified class action in favor of deaf  
25 plaintiffs alleging disability access violations at the University of California); *Lopez v. San Francisco*  
26 *Unified School Dist.* (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of plaintiffs  
27 in class action against school district for widespread disability access violations); *Campos v. San*  
28 *Francisco State Univ.* (Case No. C-97-02326 MCC) (N.D. Cal.) (certified class action in favor of

disabled plaintiffs for widespread disability access violations); *Singleton v. Regents of the Univ. of California* (Case No. 807233-1) (Alameda County Superior Court) (class settlement for women alleging gender discrimination at Lawrence Livermore National Laboratory); *McMaster v. BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda County Superior Court) (final approval of class action settlement for drive-time required of Coca-Cola account managers); *Portugal v. Macy's West, Inc.* (Case No. BC324247) (Los Angeles County Superior Court) (California statewide wage and hour "misclassification" class action resulting in a class-wide \$3.25 million settlement); *Taormina v. Siebel Sys., Inc.* (Case No. RG05219031) (Alameda County Superior Court) (final approval of class action settlement for misclassification of Siebel's inside sales employees); *Joseph v. The Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County Superior Court) (final approval of class action settlement for failure to provide meal and rest periods to employees of The Limited stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final approval of class action settlement for failure to pay accrued vacation pay upon end of employment); *DeSoto v. Sears, Roebuck & Co.* (Case No. RG0309669) (Alameda County Superior Court) and *Lenahan v. Sears, Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class action settlement for failure to pay Sears drivers for all hours worked); among many others.

8. Further, Judge Gregory K. Frizzell of the United States District Court for the Northern District of Oklahoma recently praised the skill of this litigation team as class action litigators in *Huddleston v. John Christner Trucking, LLC* (N.D. Okla., No. 4:17-cv-00549-GKF-CDL, October 31, 2022, ECF 285). At final approval, Judge Frizzell found that "Class Counsel have extensive experience, reputation, and ability that propelled the excellent result obtained for the Class Members" and that, prior to settlement, "Class Counsel successfully certified three groups of class members on distinct theories of liability, representing significant novelty and difficulty and requiring substantial skill." Judge William Q. Hayes of the United States District Court for the Southern District of California also praised this team as class action litigators in *Amaraut v. Sprint/United Mgmt. Co.*, 2021 WL 3419232, 2021 U.S. Dist. LEXIS 147176, at \*18 (S.D. Cal. Aug. 5, 2021). Judge Hayes found that "Class Counsel has significant experience in class action and wage and hour litigation and has demonstrated significant skill during this contentious litigation." In awarding a one-third fee award,

1 Judge Hayes held that was justified by, inter alia, “the excellent results obtained, the substantial risk  
2 borne by Class Counsel in litigating this matter, [and] the high degree of skill and quality of work  
3 performed.”

4 9. Nearly my entire legal career has been devoted to advocating for the rights of  
5 individuals who have been subjected to illegal pay policies, discrimination, harassment and retaliation  
6 and representing employees in wage and hour and discrimination class actions. I have litigated  
7 hundreds of wage and hour, employment discrimination, and civil rights actions, and I manage many  
8 of the firm’s current cases in these areas. I am a member of the State Bar of California, and have had  
9 memberships with Public Justice, the National Employment Lawyers Association, the California  
10 Employment Lawyers Association, and the Consumer Attorneys of California. I served on the Board  
11 of Directors for the San Francisco Trial Lawyers Association and co-chaired its Women’s Caucus. I  
12 was named one of the “Top Women Litigators for 2010” by the Daily Journal. In 2012, I was nominated  
13 for Woman Trial Lawyer of the Year by the Consumer Attorneys of California. I have been selected as  
14 a Super Lawyer every year since 2014. I earned my bachelor’s degree from the University of  
15 California, and I am a graduate of the University of the Pacific, McGeorge School of Law.

## 16 **BACKGROUND**

### 17 **Factual Background**

18 10. Plaintiffs and approximately 1,177 Class Members are Defendant’s current and former  
19 non-exempt hourly employees in California.

20 11. Plaintiff and approximately 818 Aggrieved Employees are Defendant’s current and  
21 former non-exempt hourly employees in California during the PAGA Period.

22 12. Plaintiffs allege that Defendant regularly failed to pay Plaintiffs, Class Members, and  
23 Aggrieved Employees all regular and/or overtime wages. Additionally, Plaintiffs allege that Plaintiffs,  
24 Class Members, and Aggrieved Employees are systematically denied compliant meal and rest periods,  
25 or appropriate compensation in lieu thereof. Plaintiffs further allege that Defendant failed to pay them,  
26 Class Members, and Aggrieved Employees all wages owed upon termination or resignation, including  
27 overtime and minimum wages and meal and rest period premiums and failed to keep accurate payroll  
28 records and provide accurate wage statements. Plaintiffs also allege that Defendant failed to reimburse

1 Plaintiffs, Class Members, and Aggrieved Employees for necessary business-related business  
2 expenses. Finally, Plaintiffs allege that Defendant impermissibly paid wages to Plaintiff Philyaw and  
3 other Class Members in the form of gift cards.

4 13. As a result of these violations, Plaintiffs assert Cal. Lab. Code claims for (1) failure to  
5 pay minimum wages for all hours worked; (2) failure to pay overtime wages; (3) failure to authorize  
6 and permit and/or make available meal and rest periods; (4) failure to timely reimburse for necessary  
7 business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to pay final  
8 wages; (7) failure to pay wages in a code-compliant instrument; (8) failure to keep requisite payroll  
9 records; (9) waiting time penalties; (10) unlawful business practices; and (11) penalties pursuant to  
10 PAGA.

### 11 **Procedural History**

12 14. On January 12, 2021, Alicia Zamora filed an initial action entitled *Zamora v. Mass*  
13 *Precision, Inc.* against Defendant in the Superior Court of California, County of Santa Clara, Case No.  
14 21CV375211, asserting claims as a class pursuant to California labor laws. On July 15, 2021, Plaintiff  
15 Buddy Sims filed a First Amended Complaint (“FAC”) replacing Alicia Zamora as the Class  
16 representative.

17 15. On November 21, 2023, Plaintiff Thaddeus Philyaw filed his action entitled *Philyaw v.*  
18 *Mass Precision, Inc.* against Defendants in the Superior Court of California, County of Santa Clara,  
19 Case No. 23CV426354, asserting claims as a class pursuant to California labor laws.

20 16. Plaintiff Ernesto Ortiz provided written notice to the LWDA of his intent to pursue  
21 claims under California Private Attorneys General Act (“PAGA”) Cal. Lab. Code § 2699 on December  
22 16, 2024.

23 17. Through the Actions, Plaintiffs allege that Defendant violated the wage and hour laws  
24 of California by failing to pay Class Members and Aggrieved Employees earned wages, failing to  
25 provide legally compliant meal and rest periods, and failing to reimburse business expenses. On this  
26 basis, Plaintiffs brought claims against Defendant for unpaid minimum wages and overtime wages,  
27 failure to provide meal and rest periods, failure to reimburse business expenses, inaccurate wage  
28 statements, failure to pay final wages, unfair competition, and civil penalties under the PAGA.

1           18.     On November 14, 2023, Defendant and Plaintiff Buddy Sims conducted a full day  
2 mediation session which was remotely held before mediator Hon. Jamie Jacobs-May (Ret.). The  
3 mediation session was unsuccessful. On January 23, 2025, the Parties conducted a second, full day  
4 mediation session which was remotely held before employment mediator Deborah Saxe. Following  
5 mediation, on February 5, 2025, the Parties reached a settlement pursuant to a mediator's proposal and  
6 executed a confidential memorandum of understanding of the substantive terms of the settlement that  
7 day, under the terms provided in the instant Settlement Agreement.

8           19.     The parties ultimately agreed to a Settlement of \$1,950,000.00 to resolve all the claims  
9 alleged in this Consolidated Action. The parties negotiated the full terms of the Settlement and  
10 executed the long-form Settlement on June 4, 2025.

11          20.     On July 9, 2025, Plaintiffs filed a consolidated Second Amended Complaint for purpose  
12 of settlement.

13                   **THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT**

14          21.     The Settlement is based on arm's length negotiations that were guided by Class  
15 Counsel's investigation and the evaluation of discovery. The negotiations included extensive  
16 communications between Class Counsel and counsel for Defendant and two mediations supervised by  
17 experienced and respected mediators. The proposed Settlement provides substantial monetary  
18 recovery for the Settlement Class, and it satisfies all of the required due process protections.

19          22.     The estimated Net Settlement Amount of approximately \$1,079,203.90, derived from  
20 the Gross Settlement Amount of \$1,950,000.00, will result in fair and just relief to the Class Members  
21 and Aggrieved Employees. This amount provides an estimated average recovery of \$916.91 dollars  
22 per Class Member, assuming 100% participation in the Settlement.

23          23.     The \$1,950,000.00 settlement represents approximately 10.3% of the total assessed  
24 value of approximately \$18,955,424. for unliquidated, core claims for unpaid wages, meal and rest  
25 breaks, and expense reimbursements. When adding derivative claims, interest, and potential PAGA  
26 penalties, the \$1,950,000.00 settlement allocation represents approximately 7.1% of Defendant's total  
27 potential exposure of \$27,380,429.

28          24.     For purposes of estimating these damages, Class Counsel prepared an exposure

analysis with the following data points based on their investigation:

- a. Number of Workweeks for Class Period: 132,211
- b. Number of Pay Periods in PAGA Period: 68,544
- c. Number of Class Members: approximately 1,177
- d. Number of Aggrieved Employees: approximately 881
- e. Average hourly rate of pay: \$22.98
- f. Number of separated employees: 878

25. Additionally, Class Counsel made the following assumptions based on their investigation and analysis:

- a. that Plaintiffs will fully prevail at trial on all causes of action;
- b. that Plaintiffs can prove approximately fifteen (15) minutes of off-the-clock work per day that is owed at the overtime rate;
- c. that Plaintiffs can prove approximately 50% meal break violations (less the number of meal break premiums paid during the Class Period);
- d. that Plaintiffs can prove 50% rest break violations (less the number of rest break premiums paid during the Class period);
- e. that each Class Member is entitled to receive the maximum penalty of \$4,000 under Cal. Lab. Code § 226;
- f. that each formerly employed Class Member is owed the maximum penalty for failure to pay wages at the time of discharge in violation of Cal. Lab. Code § 203;
- g. that each Class Member making less than double the California minimum wage is owed \$100 for unreimbursed business expenses; and
- g. that a civil penalty of \$100 will be imposed for PAGA violations for every pay period that an Aggrieved Employee worked in the PAGA Period.

26. Based on these assumptions and the data points, the maximum potential exposure for each claim was estimated as follows:

- a. Unpaid Overtime Premium (Cal. Lab. Code §§ 1194, 510): \$4,303,166
- b. Meal Period Violations (Cal. Lab. Code § 512(a)): \$7,170,897

1 c. Rest Period Violations (Cal. Lab. Code § 512(a)): \$7,378,962

2 d. Business Expenses (Cal. Lab. Code § 2802): \$102,399

3 e. Inaccurate Wage Statement Penalties (Cal. Lab. Code § 226): \$3,428,000

4 f. Waiting Time Penalties (Cal. Lab. Code § 203): \$4,997,005

5 g. PAGA Penalties (Cal. Lab. Code § 2699): \$755,600

6 27. The PAGA Payment of \$100,000.00 represents 5.1% of the Gross Settlement Amount,  
7 which is well within the settlements previously approved by courts in California.

8 28. Class Counsel conducted extensive pre-class certification discovery. Class Counsel  
9 also took the deposition of Defendant's Person Most Knowledgeable ("PMK") and Defendant's  
10 counsel took the deposition of Plaintiff Sims.

11 29. Throughout this litigation and in the lead up to mediation, Class Counsel investigated  
12 the applicable law and the facts and extensively analyzed the potential damages that might be  
13 recovered for the employees. Class Counsel reviewed time records, pay records, and information  
14 relating to the size and scope of the Class, and data permitting Class Counsel to estimate the number  
15 of workweeks and pay periods in the Class Period and PAGA Period.

16 30. Class Counsel used this information to perform a careful and extensive analysis of the  
17 effects of Defendant's compensation, meal and rest break and timekeeping policies and practices on  
18 the Class Members and Aggrieved Employees' pay.

19 31. If this case were to go to trial as a class action, it would require substantial additional  
20 preparation and discovery and ultimately would involve the depositions of managerial employees and  
21 experts, the presentation of witnesses at trial, as well as the consideration, preparation, and  
22 presentation of voluminous documentary evidence and the preparation and analysis of expert reports.  
23 In contrast to the risk and uncertainty of continued litigation, the Settlement will yield a prompt,  
24 certain, and substantial recovery for the employees. Such a result will benefit the parties and the court  
25 system.

26 32. Plaintiffs would face other significant risks if the litigation were to proceed to trial. For  
27 example, Defendant produced wage and hour policies that it contends were compliant with California  
28 law. At trial, Plaintiff would have to establish Class-wide liability and prove up various issues

1 regarding damages and penalties. Liability and damages issues would also be vigorously disputed by  
2 Defendant. Establishing liability and proving damages would likely take years and would necessitate  
3 expert witness testimony and significant additional litigation.

4 33. Plaintiffs' derivative claims regarding waiting time penalties and wage statements rise  
5 and fall with Plaintiffs' other wage payment claims. For example, Plaintiffs would recover nothing  
6 under Cal. Lab. Code § 203 if they were unable to prove the underlying claims or defeat a "good faith"  
7 dispute defense.

8 34. While Plaintiffs believe that they would have prevailed on these issues and others, they  
9 recognize the risk that a factfinder may have found for Defendant on one or more of these issues and  
10 or found damages to be significantly less than what the Plaintiffs claim. Defendant, represented by  
11 experienced employment lawyers, raised the above arguments, and more, in mediation and would have  
12 done so in continued litigation. Despite Plaintiffs' confidence in their ability to prove their claims on  
13 a Class-wide basis, any one of the above defenses, if decided in favor of Defendant, could have reduced  
14 or even eliminated any potential damages award.

15 **THE PROPOSED AWARD IS REASONABLE**

16 35. The Agreement provides for payment to Plaintiffs in the amount of \$10,000.00 each  
17 for Class Plaintiffs Buddy Sims, Ernesto Oritz, and Thaddeus Philyaw based on the efforts they made  
18 and the risks they took in filing and prosecuting this action and obtain this \$1,950,000.00 Settlement.

19 36. Plaintiffs took the significant risk of coming forward to represent the interests of their  
20 fellow employees. They have subjected themselves to risk with regards to future employment  
21 opportunities and their reputation in the community by participating in this action. Their service as the  
22 named Plaintiffs in a wage-and-hour class action lawsuit may be discerned by potential employers and  
23 members of the community, creating a very real risk of future repercussions, particularly with respect  
24 to future job opportunities.

25 37. In addition, Plaintiff, unlike the Class Members, also agreed to a general release of  
26 claims.

**THE PROPOSED SETTLEMENT NOTICE**  
**PROVIDES ADEQUATE NOTICE TO THE CLASS**

38. Reasonable steps will be taken to ensure that all Class Members receive the Settlement Notice.

39. The proposed Settlement Notice is clear and straightforward, and provides information on the case, the Settlement, the rights of the Class Members to participate, opt out, or object, the monetary awards that the Settlement will provide to Participating Individuals, and the identity and contact information for Class Counsel.

40. The Settlement Notice summarizes the proceedings necessary to provide context for the Settlement and summarizes the terms and conditions of the Settlement, including an explanation of how the Settlement amount will be allocated between Plaintiff, Class Counsel, the Settlement Administrator, and Participating Individuals. It further explains the Class and Aggrieved Employees definitions. The Settlement Notice also describes the release of claims to which Class Members will be subject if they participate in the Settlement. The proposed Settlement Notice further details how the Settlement will be paid.

41. The Settlement Notice clearly explains the procedures and deadlines for opting out of the Settlement and submitting objections and disputes, the consequences of taking or foregoing the various options available to Class Members, and the date, time, and place of the Final Approval Hearing. The Class Notice also sets forth the amount of attorneys' fees and costs sought by Class Counsel and explains that Class Members will have the opportunity to object to Class Counsel's requests for fees and costs. In addition, the Settlement Notice clearly states that the Settlement does not constitute an admission of liability by Defendant. Finally, it makes clear that the final settlement approval decision has yet to be made. The Settlement Notice also fulfills the requirement of neutrality in class notices.

**THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

42. Plaintiff seeks reasonable attorneys' fees and costs from the \$1,950,000.00 Gross Settlement Amount. Under the terms of the Settlement, Class Counsel may seek a fee award of up to 35% of the Total Settlement Amount, or \$682,500.00, which will compensate Class Counsel for all

1 work performed and to be performed in this Action.

2 43. There was no guarantee of compensation or reimbursement. Rather, counsel have  
3 undertaken all the risks of this litigation on a completely contingent fee basis. The inherent risk of  
4 proving liability and damages on a Class-wide basis and Defendant's representation by skillful counsel  
5 confront Class Counsel with the prospect of recovering nothing or close to nothing for their  
6 commitment to and investment in the case. Nevertheless, Plaintiff and Class Counsel have committed  
7 themselves to developing and pressing Plaintiff's legal claims to enforce the employees' rights and  
8 maximize the Class recovery.

9 44. The requested attorneys' fees are reasonable when compared to Class Counsel's  
10 lodestar amount, which will be provided with Plaintiff's motion for final approval. Class Counsel  
11 litigated this case for more than four years. The lodestar will only increase with preparation and  
12 attendance at the preliminary and final approval hearings, further correspondence with Class  
13 Members, and Settlement administration and oversight. At final approval, Class Counsel will provide  
14 detailed lodestar information to show the requested fee is reasonable under both the percentage method  
15 and a lodestar "cross-check."

16 45. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of  
17 Class Counsel's reasonable litigation costs. SWCK costs are currently estimated at approximately  
18 \$25,406.21.

19 46. Plaintiffs' counsel incurred costs including, inter alia, filing and service fees, costs for  
20 remote appearances, expert costs, document retrieval, and mediation fees. These expenses were  
21 incidental and necessary to the effective representation of the Class and Aggrieved Employees.

22 **THE COURT SHOULD CERTIFY THE CLASS FOR SETTLEMENT PURPOSES**

23 47. The benefits and efficiencies of this proposed Settlement, when compared to continued  
24 litigation of this case on either a class basis or through multiple individual suits, justifies certification  
25 of the proposed Class. For purposes of Settlement, Class Members are all current and former hourly,  
26 non-exempt employees who worked for Defendant in California any time from June 18, 2017, through  
27 May 3, 2025 (the "Class"). The parties stipulate that the requirements for class certification with  
28 respect to the Class Members are met.

1  
2 **Numerosity and Ascertainability**

3 48. Plaintiffs satisfy the numerosity element as there are 1,177 Class Members who would  
4 likely not have pursued their individual rights absent a class mechanism, making joinder impracticable.  
5 Plaintiffs have defined the Class according to objective criteria. The Class Members are easily  
6 identifiable, and Defendant will provide a Class list identifying each Class Member.

7 **Commonality**

8 49. Plaintiffs contend that Defendant's company-wide policies and procedures raise  
9 common issues of law and fact that are applicable to the claims of Plaintiffs and the Class Members.

10 50. Plaintiffs contend that Defendant's company-wide policies and procedures raise  
11 common issues of law and fact that are applicable to the claims of Plaintiffs and Class Members.  
12 Plaintiffs also allege that Defendant has uniform policies applicable to all employees. Plaintiffs allege  
13 that these standardized policies and procedures are dictated by Defendant and apply to all Class  
14 Members.

15 **Typicality**

16 51. Plaintiffs contend that they, like other Class Members, were subject to the policies and  
17 practices that form the basis of the claims asserted in this case. Plaintiffs claim they were denied legally  
18 compliant meal and rest breaks, overtime wages, minimum wages and reimbursement of business  
19 expenses. Plaintiffs claim that the Class Members were subjected to the same illegal policies and  
20 practices to which Plaintiffs were subjected and that the Class claims are based on the same legal  
21 theory as Plaintiffs' individual claims.

22 **Adequacy**

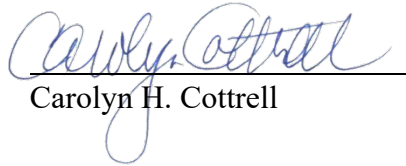
23 52. There is no conflict between Plaintiffs and the proposed Class. Plaintiffs' claims are in  
24 line with those of the Class, and Plaintiffs have prosecuted this case with the interests of the Class in  
25 mind.

26 53. Plaintiffs have met with Counsel, conducted interviews regarding their work  
27 experiences, and participated in class-wide settlement decisions. Furthermore, Plaintiffs have selected  
28 counsel with extensive experience in class action and employment litigation, including wage and hour

1 class actions, and who do not have any conflict with the Class. For these reasons, Plaintiffs are  
2 adequate.

3  
4 I declare under penalty of perjury under the laws of the State of California that the foregoing  
5 is true and correct.

6 Executed this 8th day of October, 2025, in Reno, Nevada.

7  
8   
9 Carolyn H. Cottrell

# **EXHIBIT 1**

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

1. This Class and PAGA Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiffs Buddy Sims, Ernesto Ortiz, and Thaddeus Philyaw (collectively “Plaintiffs”), individually and on behalf of all other similarly-situated persons, and Defendant Mass Precision, Inc. (“Defendant”), subject to the approval of the Court. Plaintiffs and Defendant are collectively referred to as the “Parties.”

### **DEFINITIONS**

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Actions” means *Sims v. Mass Precision, Inc.*, Superior Court of California, County of Santa Clara, Case Number 21CV375211 and *Philyaw v. Mass Precision, Inc.*, Court of California, County of Santa Clara, Case Number 23CV426354.

b. “Aggrieved Employees” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

c. “Class” or “Class Members” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period.

d. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP and James Hawkins APLC.

e. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, currently estimated at Forty-Two Thousand Two Hundred Ninety-Six Dollars and Ten Cents (\$42,296.10), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

f. “Class List” means a list of Class Members that Defendant will compile from their records. The Class List shall include: each Class Member’s full name; last known address; last known email address; last known telephone number; Social Security number; the total number of workweeks that each Class Member worked in the state of California during the Class Period; and the total number of pay periods that each Aggrieved Employee worked in the state of California during the PAGA Period.

g. “Class Period” means any time between June 18, 2017 and May 3, 2025 or the Preliminary Approval Date, whichever is earlier.

h. “Court” means the Superior Court of California, County of Santa Clara.

i. “Defendant” means Mass Precision, Inc.

j. “Defendant’s Counsel” means Ventura Hersey & Muller, LLP and Nixon Peabody, LLP.

k. “Effective Date” means the date of the later of (a) if there are no objections

submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the Settlement, or (b) if there are objections to the Settlement, sixty (60) calendar days after the Court enters a final approval order and judgment approving the Settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the Settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.

l. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiffs, the Settlement Class, the Aggrieved Employees and the State of California in the Actions. Class Counsel will not seek more than thirty-five percent (35%) of the Gross Settlement Amount as their Fee Award.

m. "Final" shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys' fees, attorneys' costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming "Effective."

n. "Final Approval" or "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

o. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval of the Settlement.

p. "Gross Settlement Amount" means the non-reversionary total amount that Defendant shall pay in connection with this Settlement, including any interest earned on such funds, in exchange for the release of the Settlement Class Members' and Aggrieved Employees' Released Claims. The Gross Settlement Amount is the gross sum of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00), plus any amounts paid pursuant to the Escalator Clause in Section 25.b below. The Gross Settlement Amount includes: (a) all Settlement Awards to Settlement Class Members; (b) PAGA Payment; (c) Service Award; (d) Attorneys' Fees and Costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. Except for the Defendant's employer's portion of payroll taxes on Settlement Awards to Class Members ("Defendant's Payroll Taxes"), the Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant's Payroll Taxes. There will be no reversion.

q. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of pay periods worked by the Aggrieved Employee during the PAGA Period.

r. “Net PAGA Amount” means the Thirty-Five Percent (35%) of the amount of civil penalties under the PAGA, or Thirty-Five Thousand Dollars (\$35,000).

s. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsel’s Costs; (iv) Settlement Administrator Costs; (v) the payment to Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; (vi) and the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

t. “Notice Deadline” means the date sixty (60) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to object to, or opt-out of, the Settlement.

u. “PAGA Payment” means One-Hundred Thousand Dollars (\$100,000) in civil penalties under the Private Attorneys’ General Act (“PAGA”).

v. “PAGA Period” means any time between December 17, 2023 through the date of Preliminary Approval.

w. “Plaintiffs” means Buddy Sims, Ernesto Ortiz and Thaddeus Philyaw.

x. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

y. “Qualified Settlement Fund” means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

z. “Releasees” or “Released Parties” means Defendant Mass Precision, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their respective shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

aa. “Second Amended Complaint” means the Second Amended Complaint to be filed with the court in *Sims v. Mass Precision, Inc.* Superior Court of California, County of Santa Clara, Case Number 21CV375211.

bb. “Service Awards” means the payments to Plaintiffs for their efforts in bringing and prosecuting this matter. The Service Awards will not exceed the following amount: Ten Thousand Dollars (\$10,000.00) for each Plaintiff.

cc. “Settlement Administrator” means Phoenix Class Action Administration Solutions, the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

dd. “Settlement Administrator Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are estimated to be Sixteen Thousand Dollars (\$16,000.00).

ee. “Settlement Class Award” means the payment that each Settlement Class Member shall be entitled to receive pursuant to the terms of this Agreement.

ff. The “Settlement Class” or “Settlement Class Members” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period and excluding any opt-outs.

gg. “Settlement Notice” means the Notice of Class Action Settlement to the Settlement Class Members and Aggrieved Employee substantially in the form as Exhibit A attached hereto, or as approved by the Court.

### **RECITALS**

3. On January 12, 2021, Alicia Zamora filed an initial action entitled *Zamora v. Mass Precision, Inc.* against Defendant in the Superior Court of California, County of Santa Clara, Case No. 21CV375211, asserting claims as a class pursuant to California labor laws. On July 15, 2021, Plaintiff Buddy Sims filed a First Amended Complaint (“FAC”) replacing Alicia Zamora as the Class representative.

4. On November 21, 2023, Plaintiff Thaddeus Philyaw filed his action entitled *Philyaw v. Mass Precision, Inc.* against Defendants in the Superior Court of California, County of Santa Clara, Case No. 23CV426354, asserting claims as a class pursuant to California labor laws. (the “Philyaw action.”)

5. Plaintiff Ernesto Ortiz provided written notice to the LWDA of his intent to pursue claims under California Private Attorneys General Act (“PAGA”) § 2699 on December 16, 2024. (The “Ortiz PAGA notice.”)

6. Through the Actions, Plaintiffs allege that Defendant violated the wage and hour laws of California by failing to pay Class Members and Aggrieved Employees earned wages, failing to provide legally compliant meal and rest periods, and failing to reimburse business expenses. On this basis, Plaintiffs brought claims against Defendant for unpaid minimum wages and overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, inaccurate wage statements, failure to pay final wages, unfair competition, and civil penalties under the PAGA.

7. On November 14, 2023, Defendant and Plaintiff Buddy Sims conducted a full day mediation session which was remotely held before mediator Hon. Jamie Jacobs-May (ret.). The mediation session was unsuccessful.

8. On January 23, 2025, the Parties conducted a second, full day mediation session which was remotely held before employment mediator Deborah Saxe. Following mediation, on February 5, 2025, the Parties reached a settlement pursuant to a mediator’s proposal and executed a confidential memorandum of understanding of the substantive terms of the settlement that day, under the terms provided in the instant Settlement Agreement.

9. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts developed during pre-mediation, informal discovery and the Parties’

mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Plaintiffs, the Settlement Class (as defined above) and the Aggrieved Employees to settle their claims against Defendant pursuant to the terms set forth herein.

10. Defendant denies the allegations in the Actions and deny any and all liability, including any liability for alleged failure to pay overtime compensation or any alleged wage payment, or similar violation. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability or wrongdoing, which Defendant expressly denies.

11. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, Settlement becomes Final and the Settlement Effective Date occurs.

12. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to CAL. CIV. CODE PROC. § 382 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether class certification would be appropriate in a non-settlement context.

13. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that in exchange for Defendant's payment of the Gross Settlement Amount, Plaintiffs', the Settlement Class's, and the Aggrieved Employees' claims as described herein against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that Plaintiffs', the Settlement Class's, and the Aggrieved Employees' Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

#### **AMENDMENT OF PLEADING**

14. The Parties hereby stipulate, and leave will be requested as part of Plaintiffs' motion for preliminary approval, to the filing of the proposed Second Amended Complaint in the Action (a copy of which is attached hereto as Exhibit "A"), that adds Philyaw and Ortiz as named Plaintiffs and includes all of the allegations in the Philyaw Action and the Ortiz PAGA notice.

#### **RELEASES**

15. In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and Settlement Class Members agree to release all claims as set forth herein as applicable.

16. **Settlement Class Members' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiffs and all Settlement Class

Members shall and hereby do release and discharge all Releasees, finally, forever and with prejudice, from the claims during the Class Period as follows:

The Settlement Class Members release the Releasees from the following rights or claims: all claims arising between June 18, 2017 and May 3, 2025 or the date of Preliminary Approval, whichever is earlier, inclusive, under state, federal, or local law, arising out of the facts pleaded in the operative Second Amended Complaint filed in this Action (including, but not limited to: claims for violation of Labor Code sections 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198 and 2699 *et seq.* and Business and Professions Code § 17200 *et seq.* and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal and rest periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; and (7) unlawful business practices. The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and theories alleged in any complaint on file in the Action.

17. **Releases of PAGA Claims.** The release period for PAGA claims runs from December 17, 2023, through the date of Preliminary Approval.

For the State of California, and, to the extent permitted by law, the Aggrieved Employees, the PAGA release includes all claims asserted in the PAGA Notice and as alleged in the Second Amended Complaint filed in this Action for PAGA civil penalties pursuant to Labor Code sections 2699, *et seq.* in connection with alleged violations of Labor Code sections 201-203, 204, 226, 226.7, 510, 1182.12, 1174, 1194, 1197, 1198, and 2802 (the PAGA Released Claims”).

18. **Plaintiff’s Released Claims.** In addition to the releases made in Sections 14-16 above, in the event a service award is awarded to Plaintiffs, each Plaintiff, in consideration of the service award shall and hereby does release and discharge Defendant, finally, forever and with prejudice, from unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief, and, upon Final Approval, each Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had relating to the Plaintiff’s Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

### **CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

19. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

- a. **Request for Class Certification and Preliminary Approval Order.** Plaintiffs shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class pursuant to CAL. CIV. CODE PROC. § 382 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiffs' motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing.
- b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated payment the class member is expected to receive assuming full participation of all Settlement Class Members, as well as the estimated Individual PAGA Payment, as applicable. The Settlement Administrator will also create a website for the Settlement, which will allow Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. Class Counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.
- c. Within ten (10) business days after the Court's Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator and Class Counsel the Class List, an electronic database containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), social security numbers or tax ID numbers of each

Class Member and Aggrieved Employee, along with: (1) the total number of workweeks that each Class Member worked for Defendant in California from June 18, 2017 and May 3, 2025 or the date of Preliminary Approval, whichever is earlier; (2) the total number of pay periods that each Aggrieved Employee worked for Defendant in California from December 17, 2023 and the date of Preliminary Approval.

- d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.
- e. Within ten (10) business days after receiving the contact information for the Class Members and Aggrieved Employees, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Class Members and Aggrieved Employees. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel that the Settlement Notice has been mailed.
- f. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall re-mail the Notice of Settlement. In no circumstance shall such re-mailing extend the Notice Deadline.
- g. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members and Aggrieved Employees, the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion, and the number and value of checks not cashed.
- h. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

- i. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

20. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant's records, his/her Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

21. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, serve upon Class Counsel and Defendant's Counsel a written statement objecting to the Settlement. The Settlement Notice shall also provide the Court's mailing address for sending objections and notices to appear: Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement, Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), if written notice of the Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendant's Counsel on or before the Notice Deadline and the Class Member has not opted out of the Settlement. The requirement that the Class Member submit a written objection in order to be heard may be excused by the Court. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

22. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Plaintiffs, who wish to exclude themselves from the Settlement (“opt out”) must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member’s full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement.

23. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

24. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel’s Costs, and Settlement Administrator’s Costs to be heard at the Final Approval Hearing. Plaintiffs shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Class as a class action CAL. CIV. CODE PROC. § 382 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving the PAGA Payment;
- e. approving the payment of the Service Awards to Plaintiffs;
- f. approving Class Counsel’s application for an award of attorneys’ fees and reimbursement of out-of-pocket litigation costs and expenses;
- g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- h. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Settlement Class Members’ Released Claims; and
- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

25. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below in Section 36.c.iii, and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

#### **SETTLEMENT FUNDS AND AWARD CALCULATION**

26. **Gross Settlement Amount.** Defendant shall pay One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00), plus any amounts paid pursuant to the Escalator Clause in Section 25.b below as the Gross Settlement Amount.

- a. **Funding of Settlement.** Within ten (10) business days following the occurrence of the Effective Date of the Settlement as defined above, Defendant shall remit payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 28., b., of the Agreement) to the Settlement Administrator. Defendant shall also pay the corresponding amount of Defendant's Payroll Taxes. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the interest-bearing Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary.
- b. **Escalator Clause.** Defendant estimates that there were approximately 132,211 workweeks for the period of June 18, 2017, through January 23, 2025. Plaintiff is entering into this Settlement Agreement based on such representations. In the event it is determined that the actual number of workweeks exceeds 132,211 by more than ten percent (10%) during the Class Period, Defendant will have the option of either: (a) increasing the Gross Settlement Amount proportionally; or (b) end the Class Period on the date on which the number of workweeks reached 145,432.
- c. **Disbursement by Settlement Administrator.** Within seven (7) calendar days after payment of the full Gross Settlement Amount and employer taxes by Defendant, the Settlement Administrator shall distribute payments from the QSA for: (1) the Service Awards to Plaintiffs as approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as approved by the Court; (3) the Settlement Administrator Costs, as approved by the Court; (4) the LWDA Payment, as approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Settlement Class Members, less applicable taxes and withholdings. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund.

27. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Award to Plaintiffs.** Subject to the Court's approval, each Plaintiff shall receive up to Ten Thousand Dollars (\$10,000.00) in exchange for Plaintiffs' Released Claims and for their efforts in bringing and prosecuting this matter. The Settlement Administrator shall issue an IRS Form 1099 for this payment. If the Court approves Service Awards in an amount less than what Plaintiffs request, the reduction in the Service Awards shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Awards in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective.
- b. **Fee Awards and Costs.**
- i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to thirty-five percent (35%) of the Gross Settlement Amount, or Six Hundred Eighty-Two Thousand Five Hundred Dollars (\$682,500) which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action.
  - ii. Subject to the Court's approval, Class Counsel shall also receive reimbursement of their actual costs currently estimated at \$42,296.10.
  - iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.
- c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Payment in the amount of One Hundred Thousand Dollars (\$100,000.00) from the Gross Settlement Amount will be paid in settlement of all representative claims brought in the Action under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, Sixty-Five Percent (65%), or Sixty-Five Thousand Dollars (\$65,000.00), of this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Thirty-Five Percent (35%), or Thirty-Five Thousand Dollars (\$35,000.00), will be allocated to the Net PAGA Amount.
- d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

- e. **Settlement Awards to Settlement Class Members.** The balance remaining after payment of the above shall constitute the Net Settlement Amount from which Settlement Awards shall be paid to Settlement Class Members, less applicable taxes and withholdings.

28. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Plaintiffs, Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

### **CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS**

29. **Settlement Award Eligibility.** All Settlement Class Members shall be paid a Settlement Award from the Net Settlement Amount.

30. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

31. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Settlement Class Member and Aggrieved Employee based on the below formulas:

- a. Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:
  - i. When calculating the individual Settlement Awards to Settlement Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement.
  - ii. For each week during which the Participating Individual worked for Defendant at any time during the Class Period, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Settlement Class Member worked. Each workweek will be equal to one (1) settlement share.
  - iii. The total number of settlement shares for all Settlement Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Settlement Class Member's *pro rata* portion of the Net Settlement Amount.

- b. Aggrieved Employees shall also receive a *pro rata* portion of the Net PAGA Amount. Class Members who validly request exclusion from the Settlement will receive a *pro rata* portion of the Net PAGA Amount. These payments shall be made as follows:
  - i. For any Aggrieved Employee who worked for Defendant during the PAGA Period, he or she shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of pay periods the Aggrieved Employee worked. Each pay period will be equal to one (1) settlement share. The total number of settlement shares for all Aggrieved Employees will be added together and the resulting sum will be divided into the Net PAGA Amount to reach a per share dollar figure. That figure will then be multiplied by each Aggrieved Employee's number of settlement shares to determine the Aggrieved Employee's *pro rata* portion of the Net PAGA Amount.
  - ii. For Settlement Class Members who are also Aggrieved Employees, the Settlement Class Member's *pro rata* portion of the Net PAGA Amount, if any, may be added to the Settlement Class Member's share of the Net Settlement Amount.

32. All Settlement Award determinations shall be based on Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

33. **Settlement Award Allocations.** Individual PAGA Payments shall be allocated as penalties and will be reported on an IRS Form 1099. The Settlement Award shall be allocated as follows: Twenty percent (20%) of each Settlement Award shall be allocated as wages and subject to tax withholdings, eighty percent (80%) of each Settlement Award shall be allocated as interest and penalties. Settlement Class Members shall be issued an IRS Form W-2 for the wage portion of the Settlement Awards. Settlement Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties, expense reimbursements, and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Defendant with the total employer tax contributions. Defendant shall pay the calculated employer tax contributions to the Settlement Administrator pursuant to Section 25.a. Withheld taxes will be remitted by the Settlement Administrator to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

34. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or

written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

35. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final report of all Settlement Awards.

36. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect.

- a. With ninety (90) days remaining for the 180-day check cashing deadline, a reminder letter will be sent via U.S. mail and email to those who have not yet cashed their settlement check. At the conclusion of the 180 day check cashing deadline, Settlement Class Members who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Plaintiff's Released Claims or Settlement Class Members' Released Claims, as applicable.

37. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, checks that are returned as undeliverable or are not negotiated shall be cancelled and those monies associated with such cancelled checks shall, consistent with the requirements of Civil Code Section 384, be equally remitted pursuant to Code of Civil Procedure section 384 to Legal Services For Children, Inc. and Law Foundation of Silicon Valley ("*Cy Pres* Recipients"), two non-profit legal services organizations located in San Francisco and San Jose. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended *Cy Pres* Recipients. Within twenty-one (21) days after Distribution, Plaintiff will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Class Member, the largest and smallest amounts paid to Class Members, the method(s) of notice and the method(s) of payment to Class Members, the number and value of checks not cashed, the amounts distributed to the *Cy Pres Recipients* (if applicable), the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

### **MISCELLANEOUS**

38. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

39. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing.

40. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

41. **Nullification of the Settlement Agreement.** The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use all other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

42. **Defendant's Option to Void Settlement.** If more than ten percent (10%) of the total number of Class Members submit timely and valid Requests for Exclusion / Opt-Out Requests, then Defendant shall have the option to void the Settlement in their sole discretion. To exercise this option, Defendant must send written notification to Class Counsel within fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant's Counsel that the total number of timely and valid Requests for Exclusion / Opt-Out Requests is more than ten percent (10%). If Defendant chooses to exercise this option, the effect will be precisely the same as if Final Judgment did not occur, as discussed herein, and all Settlement Administrator Costs incurred by the Settlement Administrator through that date will be paid by Defendant.

43. **Publicity.** The parties agree that neither Party will issue any press release or other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the settlement.. The parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case until after Final Approval. Class Counsel will not utilize this Settlement in any marketing or advertising materials or website until after Final Approval. This does not prohibit Class Counsel from speaking to or responding to inquiries from Class Members.

44. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

45. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by Cal. Civ. Code Proc. §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

46. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

47. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

48. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

49. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action 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 shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Deborah Saxe, to resolve such disagreement.

50. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendant, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

51. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

52. **No Signature Required by Settlement Class Members.** Only the Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

53. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

**IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Settlement Agreement as follows:

**PLAINTIFF:**  Date: 06 / 02 / 2025  
Buddy Sims

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Ernesto Ortiz

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Thaddeus Philyaw

**APPROVED AS TO FORM BY CLASS COUNSEL:**

\_\_\_\_\_  
Carolyn Hunt Cottrell  
Ori Edelstein  
Philippe M.J. Gaudard  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Edwin Aiwazian  
Arby Aiwazian  
Melissa Rinehart  
LAWYERS *for* JUSTICE, P.C.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

Date: \_\_\_\_\_, 2025

53. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

**IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Settlement Agreement as follows:

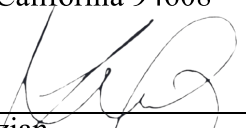
**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Buddy Sims

**PLAINTIFF:** \_\_\_\_\_ Date: 06 / 04 / 2025  
  
Ernesto Ortiz

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_  
Thaddeus Philyaw

**APPROVED AS TO FORM BY CLASS COUNSEL:**

\_\_\_\_\_ Date: June 5, 2025  
  
Carolyn Hunt Cottrell  
Ori Edelstein  
Philippe M.J. Gaudard  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608

\_\_\_\_\_ Date: June 11, 2025  
  
Edwin Aiwazian  
Arby Aiwazian  
~~Melissa Rinehart~~ Ani Menedjian  
LAWYERS for JUSTICE, P.C.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

53. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

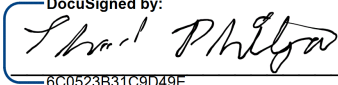
54. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

55. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

**IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Settlement Agreement as follows:

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2025  
Buddy Sims

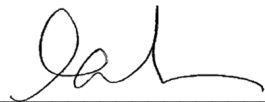
**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2025  
Ernesto Ortiz

**PLAINTIFF:** \_\_\_\_\_ Date: 5/29/2025, 2025  
  
Thaddeus Philyaw

**APPROVED AS TO FORM BY CLASS COUNSEL:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2025  
Carolyn Hunt Cottrell  
Ori Edelstein  
Philippe M.J. Gaudard  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608

\_\_\_\_\_ Date: \_\_\_\_\_, 2025  
Edwin Aiwarzian  
Arby Aiwarzian  
Melissa Rinehart  
Lawyers For Justice, P.C.  
410 West Arden Avenue, Suite 203 Glendale, California 91203



\_\_\_\_\_  
James Hawkins  
Greg Mauro  
JAMES HAWKINS APLC  
9880 Research Dr.,  
Irvine, CA 92618

Date: 05/30/2025, 2025

**DEFENDANT:**

\_\_\_\_\_  
On behalf of Mass Precision, Inc.

Date: \_\_\_\_\_, 2025

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

\_\_\_\_\_  
Daniel J. Muller  
VENTURA HERSEY & MULLER, LLP  
1506 Hamilton Avenue  
San Jose, CA 95125

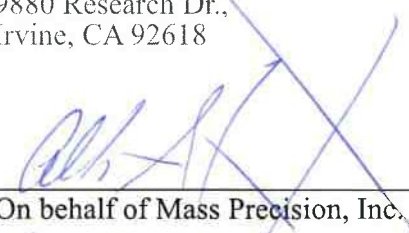
Date: \_\_\_\_\_, 2025

Gregory P. O'Hara  
Seth Neulight  
NIXON PEABODY, LLP  
One Embarcadero Center, 32 Floor  
San Francisco, CA 94111

James Hawkins  
Greg Mauro  
JAMES HAWKINS APLC  
9880 Research Dr.,  
Irvine, CA 92618

Date: \_\_\_\_\_, 2025

**DEFENDANT:**

  
On behalf of Mass Precision, Inc.

Date: 6/02, 2025

AL STUCKY  
CEO

**APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:**

  
Daniel J. Muller  
VENTURA HERSEY & MULLER, LLP  
1506 Hamilton Avenue  
San Jose, CA 95125

Date: 6/4, 2025

Gregory P. O'Hara  
Seth Neulight  
NIXON PEABODY, LLP  
One Embarcadero Center, 32 Floor  
San Francisco, CA 94111

# **EXHIBIT A**

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

*Sims, et al. v. Mass Precision, Inc., Santa Clara County Superior Ct. No. 23CV426354*

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from a class action Private Attorney General Act (“PAGA”) lawsuit (the “Action”) against Defendant Mass Precision, Inc. (“Mass Precision” or “Defendant”) for alleged California wage and hour violations. The Action was filed by former Mass Precision employees Buddy Sims, Ernesto Ortiz and Thaddeus Philyaw, who performed services for Mass Precision and seek payment of (1) back wages and penalties for a class of all current and former hourly, non-exempt employees who were employed by Mass Precision, Inc. and worked in California during the time period starting from June 18, 2018 through May 3, 2025; and (2) penalties under the PAGA for all such employees of Mass Precision in California during the PAGA Period (December 17, 2023, through the date of preliminary approval) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$ [REDACTED] (less payroll tax withholding), and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Mass Precision’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Mass Precision during the PAGA Period.)

The above estimates are based on Mass Precision’s records showing that **you worked [REDACTED] workweeks** during the Class Period and PAGA Period (“Workweeks”). If you believe that you worked more Workweeks during either period, you can submit a challenge by the deadline date. See Sections 4 and 7 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement. See Section 6 of this Notice.
- (3) **Object to the Class Settlement.** If you do not opt out, you may write to the Settlement Administrator about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. See Section 7 of this Notice.

**Defendant will not retaliate against you for any action you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                            | If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Claims").                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Settlement Class Member and no longer eligible for an Individual Settlement Payment. Non-Settlement Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p> |
| <b>Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>                   | All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount                                                                                                                                                                                  |

|                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Written Objections Must be Submitted by</b><br>                                                                           | paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.                                                                                                                                                                                                                                                                                                         |
| <b>You Can Participate in the</b><br><b>Final Approval Hearing</b>                                                           | The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.                                                                          |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by</b> | The amount of your Individual Settlement Payment and (if any) PAGA Payment depend on how many Workweeks you worked at least 8 hours during the Class Period and how many Workweeks you worked at least one day during the PAGA Period, respectively. The number of Workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Sections 4 and 7 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Mass Precision. In the Action, Plaintiffs accuse Mass Precision of violating California labor laws by failing to pay all minimum and overtime wages due, failing to provide legally compliant meal and rest periods, failing to reimburse business expenses, failing to provide them all wages due upon separation from employment, and failing to provide accurate, itemized wage statements. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by the following law firms in the Action ("Class Counsel"): Schneider Wallace Cottrell Konecky, LLP, Lawyers for Justice, P.C., and James Hawkins APLC.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were ultimately successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- A. Defendants Will Pay \$1,950,000.00, plus all employer payroll taxes owed on the Individual Settlement Payments, as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representatives Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than ten (10) business days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- (1) Up to \$682,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$ [REDACTED] for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - (2) Up to \$10,000.00 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payments.
  - (3) Up to \$16,000.00 to the Administrator for services administering the Settlement.
  - (4) Up to \$100,000.00 for PAGA Penalties, allocated 65% to the LWDA and 35% to Individual PAGA Payments to the Aggrieved Employees based on the total number of Pay Periods they worked during the PAGA Period.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Settlement Payments to Settlement Class Members based on the total number of Workweeks they worked during the Class Period.

- D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to tax withholdings and will be reported on IRS Forms W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Forms 1099 if required.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be cancelled and those monies associated with such cancelled check shall, consistent with the requirements of Civil Code Section 384, be equally remitted pursuant to Code of Civil Procedure section 384 to Legal Services For Children, Inc. and Law Foundation of Silicon Valley (“Cy Pres Recipients”), two non-profit legal services organizations located in San Francisco and San Jose.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Settlement Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Settlement Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (“Phoenix”) (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will

also decide Class Member and Aggrieved Employee Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- I. Settlement Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, including the amount necessary to pay employer's payroll taxes on Individual Settlement Payments, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for (1) wages based on the Class Period facts and/or (2) PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Settlement Class Members will be bound by the following release:

The Settlement Class Members release the Releasees from the following rights or claims: all claims arising between June 18, 2017 and May 3, 2025 or the date of Preliminary Approval, whichever is earlier, inclusive, under state, federal, or local law, arising out of the facts pleaded in the operative Second Amended Complaint filed in this Action (including, but not limited to: claims for violation of Labor Code sections 201-204, 226, 226.7, 510-512, 1174, 1174.1, 1182.11, 1182.12, 1194, 1197, 1197.1, 1198 and 2699 *et seq.* and Business and Professions Code § 17200 *et seq.* and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal and rest periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; and (7) unlawful business practices.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' PAGA Release is as follows:

For the State of California, and, to the extent permitted by law, the Aggrieved Employees, the PAGA release includes all claims asserted in the PAGA Notice and as alleged in the Second Amended Complaint filed in this Action for PAGA civil penalties pursuant to Labor Code sections 2699, *et seq.* in connection with alleged violations of Labor Code sections 201-203, 204, 226, 226.7, 510,

1182.12, 1174, 1194, 1197, 1198, and 2802.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- A. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement and shall be paid pursuant to the settlement formula as follows: (i) first, using the Class Information, the Administrator will compute the total number of Workweeks of all Settlement Class Members collectively during the Class Period; this sum shall be known as the Workweek total; (ii) second, the Administrator will divide the Net Settlement Amount by the Workweek total to determine the settlement value for each Workweek (the “Workweek Value”); and (iii) third, the Administrator will multiply the number of Workweeks of a Settlement Class Member during the Class Period by the Workweek Value to determine that Settlement Class Member’s Individual Settlement Payment.
- B. Individual PAGA Payments. The Administrator will allocate the Individual PAGA Payments to members of the PAGA Settlement Group based on the number of Workweeks each member of the PAGA Settlement Group worked during the PAGA Period. Those Workweeks will be divided by the total number of Workweeks for all members of the PAGA Settlement Group, then multiplied by the \$35,000 portion of the PAGA Payment to determine allocations to individual members of the PAGA Settlement Group. The Settlement Administrator shall issue I.R.S. Form 1099 if required for these payments. For Settlement Class Members, PAGA Settlement Group payments that are to be paid because the Settlement Class Member is a member of the PAGA Group will be paid in one lump sum check with any Individual Settlement Payment.
- C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members and Aggrieved Employees) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

- A. Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (*i.e.*, every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and any Individual PAGA Payment the Settlement Class Member is eligible to receive under the Settlement.

- B. Non-Settlement Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sims, et al. v. Mass Precision, Inc., Santa Clara County Superior Ct. No. 23CV426354*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send the Administrator your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. Before the [REDACTED] Final Approval Hearing, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a motion for attorneys' fees, litigation expenses and Plaintiffs' service award, stating (i) the amount Class Counsel are requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Settlement Class Member who disagrees with any aspect of the Agreement or the motion for attorneys' fees, litigation expenses and Plaintiffs' service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Sims, et al. v. Mass Precision, Inc., Santa Clara County Superior Ct. No. 23CV426354*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./p.m. in Department 7 of the Santa Clara County Superior Court, located at 191 N First St., San Jose, CA 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://portal.sccscourt.org/search> and entering the Case Number for the Action, Case No. 23CV426354.

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

#### Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions ("Phoenix")

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

#### Class Counsel:

Name of Attorney: Carolyn H. Cottrell; Ori Eldestein; Philippe M.J. Gaudard

Email Address: [oedelstein@schneiderwallace.com](mailto:oedelstein@schneiderwallace.com); [pgaudard@schneiderwallace.com](mailto:pgaudard@schneiderwallace.com)

Name of Firm: SCHNEIDER WALLACE COTTRELL KONECKY LLP

Mailing Address: 2000 Powell Street, Suite 1400, Emeryville, California 94608

Telephone: (415) 421-7100

Name of Attorney: James Hawkins; Greg Mauro

Email Address: [james@jameshawkinsaplc.com](mailto:james@jameshawkinsaplc.com); [greg@jameshawkinsaplc.com](mailto:greg@jameshawkinsaplc.com)

Name of Firm: JAMES HAWKINS APLC

Mailing Address: 9880 Research Dr., Irvine, California, 92618

Telephone: (949) 387-7200

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

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

## **11. WHAT IF I CHANGE MY ADDRESS?**

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

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein  
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am  
4 employed at Schneider Wallace Cottrell Kim LLP located at 300 S Grand Avenue, Suite  
2700, Los Angeles, California 90071.

5 On October 8, 2025, served the following document(s):

6 **DECLARATION OF CAROLYN H. COTTRELL IN SUPPORT OF MOTION FOR**  
7 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

8 on the following person(s) listed below, as follows:

9 Daniel J. Muller (SBN 193396)  
10 **VENTURA HERSEY & MULLER, LLP**  
11 1506 Hamilton Avenue  
San Jose, California 95125  
Tel: (408) 512-3025  
Fax: (408) 512-3023

***Attorneys for Defendant***

**MASS PRECISION, INC.**

Email: dmuller@venturahersey.com

12 Gregory P. O'Hara (SBN 131963)  
13 Seth Neulight (SBN 184440)  
14 **NIXON PEABODY, LLP**  
15 One Embarcadero Center, 32nd Floor  
San Francisco, California 94111  
Tel: (415) 984-8200  
Fax: (415) 984-8300

Email: gohara@nixonpeabody.com

Email: sneulight@nixonpeabody.com

16 James R Hawkins (SBN 192925)  
17 Gregory Mauro (SBN 222239)  
18 **JAMES HAWKINS APLC**  
19 9880 Research Drive, Suite 200  
Irvine, California 92618  
Tel: (949) 387-7200  
Fax: (949) 387-6676

***Attorneys for Plaintiffs***

Email: james@jameshawkinsaplc.com

Email: greg@jameshawkinsaplc.com

20 Edwin Aiwarzian (SBN 232943)  
21 Arby Aiwarzian (SBN 269827)  
22 Joanna Ghosh (SBN 272479)  
23 Yasmin Hosseini (SBN 326399)  
24 Ani Menedjian (SBN 360616)  
25 **LAWYERS for JUSTICE, P.C.**  
450 N. Brand Boulevard, Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020  
Fax: (818) 265-1021

***Attorneys for Plaintiffs***

Email: edwin@calljustice.com

Email: arby@calljustice.com

Email: joanna@calljustice.com

Email: yasmin@calljustice.com

Email: ani@calljustice.com

cc: Bianca Baletine

b.balentine@calljustice.com

26 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an  
27 electronic version of the above-referenced document to the person(s) whose email  
28 address(es) are known to me as listed above.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on October 8, 2025, in North Hollywood, California.

  
Eugene Huffman