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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GILBERT CHAVEZ, JESSE CHAVEZ,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; EVODIO VALLES,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

KSC & SON CORPORATION, an unknown
business entity; CHANDI GROUP USA, an
unknown business entity; NACHHATTAR S.
CHANDI, an individual; and DOES 1
through 100, inclusive,

Defendants.

Lead Case No.: CIVSB2124237
Consolidated Case: CIVSB2126976

Honorable Christian Towns
Department S26

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 12, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: August 20, 2021
FAC Filed: September 12, 2024
Trial Date: None Set

1 This matter has come before the Honorable Christian Towns in Department S-26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on June 12, 2025 at
3 8:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiffs Gilbert Chavez, Jesse Chavez, and
5 Evodio Valles (together, "Plaintiffs"), individually and on behalf of all others similarly situated
6 and Robinson Bradford, LLP appears as counsel for Defendants KSC & Son Corporation, Chandi
7 Group, USA Inc., and Nachhattar S. Chandi (together, "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement ("Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 3**" to the
14 Declaration of Helene Mayer in Support of Plaintiffs' Motion for Preliminary Approval of Class
15 Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls
16 within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their
23 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
24 substantial additional costs by all parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the cases. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

28 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Litigation Costs, Incentive Awards, Administration Fees, and payments to the
3 Settlement Class Members and PAGA Group Members provided thereby, appear to be within the
4 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
5 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
6 Settlement and preliminarily finds that the monetary settlement awards made available to the Class
7 Members and PAGA Group Members are fair, adequate, and reasonable when balanced against the
8 probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f)
17 Settlement Class Counsel are qualified to act as counsel for Plaintiffs in their individual capacity
18 and as the representatives of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All individuals who were employed by Defendant KSC & Son Corporation and/or
22 Chandi Group, USA Inc. in non-exempt positions within the State of California at
 any time during the period from August 20, 2017 through April 30, 2024.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Helene
24 Mayer of Lawyers *for* Justice, PC as counsel for the Class ("Settlement Class Counsel").

25 8. The Court provisionally appoints Plaintiffs Gilbert Chavez, Jesse Chavez, and
26 Evodio Valles as the representatives of the Class ("Class Representatives").

27 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within 21 calendar days of the date of this Order, Defendants shall provide the
2 Settlement Administrator with the following information about each Class Member: (1) full name;
3 (2) last known mailing address; (3) Social Security number; (4) the number of Workweeks worked
4 during the Class Period; and (5) number of Workweeks during the PAGA Period (collectively,
5 “Member Data”) in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
8 provided to Class Members and PAGA Group Members in the manner set forth in the Settlement
9 Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class
10 Members and PAGA Group Members of all material elements of the Settlement, of Class
11 Members’ right to be excluded from the Class Settlement by submitting an Opt-Out, of Class
12 Members’ and PAGA Group Members’ right to challenge the Workweeks credited to each of
13 them, and of each Settlement Class Member’s right and opportunity to object to the Class
14 Settlement by submitting a written objection to the Settlement Administrator or appearing at the
15 Final Approval Hearing with or without submitting a written objection. The Court further finds
16 that distribution of the Class Notice substantially in the manner and form set forth in the
17 Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and
19 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
20 Administrator to mail the Class Notice by First-Class U.S. Mail to all Class Members within ten
21 (10) calendar days of receipt of the Member Data, pursuant to the terms set forth in the Settlement
22 Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid request to Opt-
26 Out in conformity with the requirements set forth in the Class Notice, to the Settlement
27 Administrator, postmarked no later than the date which is 60 calendar days after the Settlement
28 Administrator mails the Class Notice to Class Members and PAGA Group Members (“Response

Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by 15 calendar days from the date of the original 60 calendar day deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all individuals who were employed by Defendant KSC & Son Corporation and/or Chandi Group, USA Inc. in non-exempt positions within the State of California at any time during period from July 14, 2020 through April 30, 2024 (“PAGA Group Members”) will be bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit an Opt-Out. Class Members who do not submit a valid and timely Opt-Out (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Group Members; and determine whether to finally approve the requests for the Attorneys’ Fees and Litigation Costs, Incentive Awards, and Administration Fees.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Litigation Costs, Incentive Awards, and Administration Fees, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member may submit his or her objection in writing to the Settlement Administrator on or before the Response Deadline. The

1 written objection must be signed and must contain the information that is required, as set forth in
2 the Class Notice, including and not limited to the grounds for the objection. Settlement Class
3 Members may also present their objection orally at the Final Approval Hearing, regardless of
4 whether they have submitted an objection.

5 16. The Settlement is not a concession or admission, and shall not be used against
6 Defendants as an admission or indication with respect to any claim of any fault or omission by
7 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
10 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendants of any liability,
12 fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
13 implementation, interpretation, or enforcement of the Settlement.

14 17. In the event the Settlement does not become effective in accordance with the terms
15 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
16 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
17 vacated, and the Parties shall revert back to their respective positions as of before entering into the
18 Settlement Agreement.

19 18. The Court reserves the right to adjourn or continue the date of the Final Approval
20 Hearing and any dates provided for in the Settlement Agreement without further notice to the
21 Class Members and PAGA Group Members, and retains jurisdiction to consider all further
22 applications arising out of or connected with the Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

By: _____
The Honorable Christian Towns
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Chavez, et al. v. KSC & Son Corporation, et al.
Superior Court of California for the County of San Bernardino, Case No. CIVSB2124237

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Gilbert Chavez, Jesse Chavez, and Evodio Valles ("Plaintiffs") and Defendants KSC & Son Corporation, Chandi Group, USA Inc., and Nachhattar S. Chandi ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Chavez, et al. v. KSC & Son Corporation, et al.*, San Bernardino County Superior Court, Case No. CIVSB2124237 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all individuals who were employed by Defendant KSC & Son Corporation and/or Chandi Group, USA Inc. in non-exempt positions within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from August 20, 2017 through April 30, 2024.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all individuals who were employed by Defendant KSC & Son Corporation and/or Chandi Group, USA Inc. in non-exempt positions within the State of California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from July 14, 2020 through April 30, 2024.

II. BACKGROUND OF THE ACTION

On July 14, 2021, Plaintiff Jesse Chavez provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that he contends were violated ("Jesse Chavez LWDA Letter"). On July 16, 2021, Plaintiff Gilbert Chavez provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that he contends were violated ("Gilbert Chavez LWDA Letter"). On August 20, 2021, Plaintiffs Jesse Chavez and Gilbert Chavez filed a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case No. CIVSB2124237. On September 22, 2021, Plaintiffs Jesse Chavez and Gilbert Chavez filed Case No. CIVSB2126976 for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA Action"). The Parties agreed to consolidate the Complaint combining the Class Action and PAGA Action and added Evodio Valles as a named plaintiff and putative class representative. Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and

conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Gilbert Chavez, Jesse Chavez, and Evodio Valles as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Settlement Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred and Thirty-Five Thousand Dollars (\$835,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$292,250.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (“Litigation Costs”) to Class Counsel; (2) enhancement payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each to Plaintiffs (\$22,500.00 total) for their services in the Actions (“Incentive Awards”); (3) Administration Fees in an amount not to exceed Sixteen Thousand Dollars (\$16,000.00) to the Settlement Administrator; and (4) the amount of Twenty-Five Thousand Dollars (\$25,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$18,750.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$6,250.00) will be distributed to PAGA Members (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks during the Class Period a Class Member worked at least one hour for Defendants (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by

the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Opt-Out (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty-five percent (25%) wages, which will be reported on an IRS Form W-2, and seventy-five percent (75%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”) and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendant’s records:

From August 20, 2017 through April 30, 2024 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From July 14, 2020 through April 30, 2024 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action (*Chavez, et al. v. KSC & Son Corporation, et al.*, CIVSB2124237); (b) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attach any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date, Plaintiffs and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date, Plaintiffs, the State of California, and PAGA Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all causes of action, claims, costs, damages, penalties, attorneys’ fees and factual or legal theories that were alleged in the operative complaint in the Action, or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Action, arising during the Class Period, including the but not limited to: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201 and 202 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letters and operative complaint in the Action, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001, 5-2001, 7- 2001, and 9-2001 and costs, and attorney’s fees.

“Released Parties” means Defendants and each of their current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$292,250.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Thirty-Five Thousand Dollars (\$35,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Incentive Awards to Plaintiffs

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) each to Plaintiffs (“Incentive Awards”), in recognition of their services in connection with the Action. The Incentive Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payment and Individual PAGA Payment (if applicable) that they are entitled to under the Settlement.

G. Administration Fees to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Sixteen Thousand Dollars (\$16,000.00) (“Administration Fees”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt-Outs, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Opt Out of the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Opt-Out”), which must: (1) contain the case name and number of the Action (*Chavez, et al. v. KSC & Son Corporation, et al.*, CIVSB2124237) (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does submit a timely and validly Opt-Out will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit an Opt-Out will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit an Opt-Out.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted an Opt-Out, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action (*Chavez, et al. v. KSC & Son Corporation, et al.*, CIVSB2124237); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Incentive Awards to Plaintiffs, and Administration Fees to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sb-court.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>, clicking "Accept (Civil/Appeals), clicking "Click here to access the Portal," clicking "Smart Search," and typing in the Court Case Number "CIVSB2124237."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.