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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHRISTINA SANCHEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

BSK ASSOCIATES, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CIVSB2309732

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 This Class Action Settlement and Release (“Settlement Agreement” or “Agreement”) is
2 entered into by and between Plaintiff Christina Sanchez (“Plaintiff”) on behalf of herself and the
3 Class, on the one hand, and Defendant BSK Associates (“Defendant” or “BSK”), on the other hand.

4 In consideration of the mutual covenants, promises, and agreements set forth herein, the
5 Parties agree, subject to the approval by the Court, that the Action and the Released Claims shall be
6 settled and compromised as between Plaintiff and the Class on the one hand, and Defendant on the
7 other hand, subject to the terms and conditions set forth herein.

8 DEFINITIONS

9 1. “Action” means *Sanchez v. BSK Associates*, San Bernadino County Superior Court,
10 Case No. CIVSB2309732.

11 2. “Class” means all current and former hourly-paid or non-exempt employees of
12 Defendant in California, who are not subject to an arbitration agreement, during the Class Period.

13 3. “Class Counsel” means Aubry Wand of the Wand Law Firm, P.C.

14 4. “Class Counsel Award” means (a) attorneys’ fees for Class Counsel’s litigation and
15 resolution of the Action, and (b) Class Counsel’s expenses and costs incurred in connection with the
16 Action.

17 5. “Class Information” means the compilation of the following information for each
18 Class Member and PAGA Member: last known full name; social security number; last known
19 address; last known telephone number; number of compensable workweeks/pay periods for each
20 Class Member and PAGA Member during the Class Period and PAGA Period; and other such
21 mutually agreed upon information by the Parties as may be necessary to independently review the
22 Compensable Workweeks and Compensable Pay Periods attributed to each Class Member and
23 PAGA Member.

24 6. “Class Member(s)” means each person who is a member of the Class defined in
25 Paragraph 2 above and who is eligible to participate in this Settlement.

26 7. “Class Notice” means the notice, substantially in the form attached hereto as **Exhibit**
27 **1**, which the Settlement Administrator will mail to each Class Member, and which explains, *inter*
28 *alia*, the terms of this Settlement, each Class Member’s estimated Individual Settlement Payment,

1 the settlement process, and the right of Class Members to object to the Settlement, opt-out of the
2 Settlement, or dispute the number of Compensable Workweeks attributed to them. The Class Notice
3 need only be provided in English because all Class Members are fluent in English.

4 8. “Class Period” means April 28, 2019 to March 1, 2024.

5 9. “Class Representative Service Award” means the amount that the Court authorizes
6 to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA
7 Payment, in recognition of, *inter alia*, her efforts and risks in assisting with the prosecution of the
8 Action and in return for executing a general release with Defendant.

9 10. “Compensable Pay Period(s)” means the number of pay periods worked by each
10 PAGA Member individually and used as a value to calculate Individual PAGA Payments. The
11 number of Compensable Pay Periods for each PAGA Member will be calculated by the Settlement
12 Administrator, based on the Class Information provided by Defendant. The number of Compensable
13 Pay Periods for each PAGA Member will be determined by counting any pay period within the
14 PAGA Period during which a PAGA member worked at least one shift.

15 11. “Total Compensable Pay Periods” means the sum of the Compensable Pay Periods
16 for all PAGA Members determined by the process described in Paragraph 10 above.

17 12. “Compensable Workweek(s)” means the number of weeks worked by each Class
18 Member individually and used as a value to calculate Individual Settlement Payments. The number
19 of Compensable Workweeks for each Class Member will be calculated by the Settlement
20 Administrator, based on the Class Information provided by Defendant. The number of Compensable
21 Workweeks for each Class Member will be determined by counting any week within the Class
22 Period during which a Class Member worked at least one shift.

23 13. “Total Compensable Workweeks” means the sum of the Compensable Workweeks
24 for all Class Members determined by the process described in Paragraph 12 above.

25 14. “Court” means the Superior Court for the County of San Bernardino, State of
26 California.

27 15. “Cy Pres Recipient” means the charitable organization that will receive any
28 settlement funds that are not negotiated by Settlement Class Members. The Parties have selected

1 Legal Aid at Work, a 501(c)(3) organization that is dedicated to protecting the rights of low-income
2 people throughout California, as the Cy Pres Recipient. Among other things, Legal Aid at Work
3 operates a Wage Protection Program whereby it represents low-wage workers who are the victims
4 of wage violations.

5 16. “Defendant” means BSK Associates.

6 17. “Defendant’s Counsel” means Boris Sorsher, Victor T. Xu, and Kelsey L. Wong
7 Javier of Fisher & Phillips LLP.

8 18. “Effective Date” means the date on which the Court’s Final Approval Order and
9 Judgment becomes final. The Court’s Final Approval Order and Judgment “becomes final” upon
10 the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is
11 withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b)
12 if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced
13 thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and
14 Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not
15 withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been
16 filed within sixty-five (65) calendar days following the date that the Final Approval Order and
17 Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding
18 opposing the validity of the Settlement has been resolved finally and conclusively with no right to
19 pursue further remedies or relief.

20 19. “Employer’s Share of Payroll Taxes” means the dollar amount of Defendant’s
21 employer payroll tax obligation on the employee wage portion of the Individual Settlement
22 Payments, including but not limited to, customary withholdings for federal, state and local taxes,
23 and any similar tax or charge. Defendant shall be responsible for paying the Employer’s Share of
24 Payroll Taxes separately from, and in addition to, the Gross Settlement Amount, in the event that
25 any portion of the Gross Settlement Amount is designated as wages.

26 20. “Final Approval Hearing” means the hearing that the Court will hold after the Court
27 has granted preliminary approval of the Settlement and notice has been provided to the Class the
28 response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final

1 approval of the Settlement is appropriate and the amounts properly payable for: (a) Individual
2 Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Award;
3 (d) payment to the LWDA and PAGA Members; and (e) the Settlement Administration Costs.

4 21. "Final Approval Order and Judgment" means an order and judgment that the Court
5 will enter which finally approves this Settlement and enters a judgment.

6 22. "Gross Settlement Amount" means the amount that Defendant is obligated to pay
7 under this Settlement Agreement, which is \$380,997.00. No portion of the Gross Settlement Amount
8 will revert to Defendant under any circumstances. With the sole exception of the Employer's Share
9 of Payroll Taxes, the Gross Settlement Amount constitutes the total maximum amount that
10 Defendant shall pay to settle this Action.

11 23. "Individual Settlement Payment" means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member, less employee portions of state and federal withholding
13 taxes, including FICA, FUTA and SDI contributions and any other applicable payroll deductions
14 required by law, only to the extent applicable, as a result of the payment of the amount allocated to
15 such Class Members.

16 24. "Individual PAGA Payment" means the amount payable to the PAGA Members
17 from the \$80,000 total amount allocated to PAGA penalties (i.e., 25% or \$20,000).

18 25. "LWDA" means the California Labor and Workforce Development Agency.

19 26. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
20 Counsel Award, Class Representative Service Award, the entire Payment to the LWDA and PAGA
21 Members, and Settlement Administration Costs. If the Court approves less than the amount
22 requested for the foregoing, such amounts will return to the Net Settlement Amount, be paid to
23 Settlement Class Members.

24 27. "Objection" means a written communication submitted by a Class Member to the
25 Settlement Administrator that contains a clear statement by the Class Member that he or she is
26 objecting to any of the terms of the Settlement. Class Members may also object to the Settlement
27 orally at the Final Approval Hearing without the need to submit a written Objection.
28

1 28. “PAGA Member(s)” means all current and former hourly-paid or non-exempt
2 employees of Defendant in California during the PAGA Period.

3 29. “PAGA Period” means February 16, 2022 to March 1, 2024.

4 30. “Parties” means Plaintiff and Defendant collectively, and “Party” means either
5 Plaintiff or Defendant individually.

6 31. “Payment Ratio” means the respective Compensable Workweeks for each Settlement
7 Class Member divided by the Total Compensable Workweeks for all Settlement Class Members.

8 32. “PAGA Payment Ratio” means the respective PAGA Pay Periods for each PAGA
9 Member divided by the total PAGA Pay Periods for all PAGA Members.

10 33. “Plaintiff” means Christina Sanchez.

11 34. “Preliminary Approval Date” means the date upon which the Court enters the
12 Preliminary Approval Order.

13 35. “Preliminary Approval Order” means the order, substantially in the form attached
14 hereto as **Exhibit 2**, which grants preliminary approval of the Settlement.

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

18 37. “Released Parties” means Defendant BSK Associates, and all of its parent
19 companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates,
20 predecessors, successors, shareholders, officers, directors, management-level employees, agents,
21 trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related
22 corporations, and privies, both individually and collectively, their respective past or present owners,
23 officers, directors, shareholders, successors and predecessors in interest, and any individual or entity
24 which could be jointly or severally liable with Defendant and any entity that could be deemed a joint
25 employer with Defendant for any of the Released Claims within the Class Release.

26 38. “Released Claims by Plaintiff” means: In exchange for the consideration provided
27 under this Settlement, Plaintiff, for herself and for her heirs, representatives, attorneys, executors,
28 administrators, successors, and assigns — releases, acquits, remises, and forever discharges the

1 Released Parties, from any and all actions, causes of action, obligations, costs, expenses, damages,
2 losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs),
3 of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured
4 or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or
5 nonoccurrence from the beginning of time to the date of execution hereof, including but not limited
6 to any claims or causes of action arising out of or in any way relating to Plaintiff's relationship with
7 and/or services performed for Defendant or which have been or could have been made in the Action.
8 This release of claims includes, but is not limited to, claims for breach of any implied or express
9 contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including,
10 but not limited to, overtime wages, meal and rest break premiums, bonuses, and commissions;
11 claims of wrongful denial of insurance and employee benefits; claims for wrongful termination,
12 retaliatory discharge or public policy violations of whatever kind or nature, defamation, invasion of
13 privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; claims of
14 harassment, retaliation or discrimination based on any basis, including but not limited to age, race,
15 color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability,
16 medical condition, marital status; claims under the California Labor Code, California Government
17 Code, California Business and Professions Code, and California Health and Safety Code; claims
18 based upon the California Constitution; claims based on any federal, state or other governmental
19 statute, regulation or ordinance, including, without limitation, the California Confidentiality of
20 Medical Information Act, the California Fair Employment & Housing Act, the California Unfair
21 Business Practice Act, the California Private Attorneys General Act, I.W.C. Wage Orders, the
22 California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act, the Fair
23 Labor Standards Act, the Americans with Disabilities Act, the Labor Management Relations Act,
24 the Family Medical Leave Act, the Age Discrimination in Employment Act (29 U.S.C. § 621, *et*
25 *seq.*), and the Older Workers Benefit Protection Act, all as amended. As to Plaintiff's Released
26 Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the
27 California Civil Code. Section 1542 reads as follows:

28

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

5 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
6 and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges
7 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
8 Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the
9 Settlement contemplates the extinguishment of all such Released Claims.

10 Notwithstanding this general release of claims, nothing in this Agreement is intended to
11 operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be
12 released or waived as a matter of law.

13 This general release applies to Plaintiff only; it does not apply to the Released Claims by
14 Settlement Class Members or PAGA Members.

15 39. “Released Class Claims by Settlement Class Members” means: in exchange for the
16 consideration provided under this Settlement, Settlement Class Members shall fully and finally
17 release and discharge Released Parties, from any and all claims, debts, liabilities, demands,
18 obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action, under
19 state, federal, or local law, arising out of the claims expressly pleaded in the operative complaint in
20 the Action and all other claims, such as those under the California Labor Code, Wage Orders,
21 regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded
22 in the operative complaint in the Action for: (a) failure to provide meal periods; (b) failure to provide
23 rest breaks; (c) failure to provide recovery periods; (d) failure to pay overtime wages; (e) failure to
24 pay minimum wages; (f) failure to pay timely wages; (g) failure to pay all wages due to discharged
25 and quitting employees/waiting time penalties; (h) failure to maintain required records; (i) failure to
26 furnish accurate itemized wage statements; (j) failure to indemnify employees for necessary
27 expenditures incurred in discharge of duties; and (k) violation of California’s unfair competition law
28 under Business and Professions Code § 17200.

1 40. “Released PAGA Claims by PAGA Members” means all claims for civil penalties
2 under the PAGA that Plaintiff, on behalf of themselves, the State of California, and all PAGA
3 Members, based on the claims expressly pleaded in the operative complaint in the Action and all
4 other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other
5 provisions of law, that could have been asserted based on the facts pleaded in the operative
6 complaint in the Action for: (a) failure to provide meal periods; (b) failure to provide rest breaks;
7 (c) failure to provide recovery periods; (d) failure to pay overtime wages; (e) failure to pay minimum
8 wages; (f) failure to pay timely wages; (g) failure to pay all wages due to discharged and quitting
9 employees/waiting time penalties; (h) failure to maintain required records; (i) failure to furnish
10 accurate itemized wage statements; (j) failure to indemnify employees for necessary expenditures
11 incurred in discharge of duties.

12 41. “Response Deadline” means 45 calendar days after the postmark date of the Class
13 Notice that the Settlement Administrator shall mail to Class Members, and the last date on which
14 Class Members may: (a) submit a Request for Exclusion; (b) submit a written Objection to the
15 Settlement; or (c) dispute the number of Compensable Workweeks attributed to them.

16 42. “Settlement” means the disposition of the Action pursuant to this Agreement.

17 43. “Settlement Administration Costs” means the amount to be paid to the Settlement
18 Administrator from the Gross Settlement Amount for notice and administration of this Settlement.

19 44. “Settlement Administrator” means Simpluris, Inc. The Settlement Administrator
20 shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice to the Class; (b)
21 calculating the Individual Settlement Payments and PAGA Payments based on the Class
22 Information; (c) to the extent applicable, calculating the Employer’s Share of Payroll Taxes which
23 Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting the
24 Requests for Exclusion and Objections submitted by Class Members to the Parties; (e) providing
25 declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f)
26 processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class
27 Members and PAGA Members; (g) creating and maintaining a static settlement website where
28 relevant documents and information pertaining to the Settlement will be posted, including *inter alia*,

1 the judgment and amended judgment if applicable; (h) issuing any tax forms as appropriate, and (i)
2 any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
3 perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of
4 all Settlement Administrator responsibilities. The Parties agree that they have no financial interest
5 or other relationship with Simpluris, Inc. that could create a conflict of interest. Should a conflict of
6 interest or other issue lead to the disqualification of the selected Settlement Administrator, the
7 Parties will meet and confer as to a suitable replacement.

8 45. “Settlement Class” or “Settlement Class Members” means all Class Members who
9 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

10 **RECITALS**

11 46. The Action. On April 28, 2023, Plaintiff commenced this Action by filing a PAGA
12 representative action complaint. On July 10, 2023, Plaintiff filed First Amended Class Action
13 Complaint (“FAC”), which is the operative complaint. On August 10, 2023, Defendant filed an
14 Answer to the FAC.

15 47. Investigation and Discovery. The Parties conducted significant investigation of the
16 facts and law during the prosecution of the Action and before this Settlement was reached. Such
17 discovery and investigation includes, *inter alia*, the exchange of information and documents
18 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
19 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated
20 the law as applied to the facts of Plaintiff’s claims and Defendant’s potential defenses thereto.

21 48. Mediation and Settlement. On February 13, 2024, the Parties engaged in mediation
22 with Marc Feder, Esq. At the conclusion of the mediation, the Parties were able to reach agreement
23 regarding the material terms for a proposed class action settlement that would fully resolve this
24 matter.

25 49. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
26 expense and length of continued proceedings necessary to litigate Plaintiff’ claims through trial and
27 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome
28 of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class

1 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
2 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
3 establishing damages for the Class. Based on the foregoing, Plaintiff and Class Counsel have
4 determined that the Settlement set forth in this Settlement Agreement is fair, adequate, and
5 reasonable, and is in the best interests of the Class.

6 50. Defendant's Reasons for Settlement. Defendant has concluded that any further
7 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
8 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
9 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
10 into account the risks of further litigation in reaching their decision to enter into this Settlement.
11 Defendant specifically and generally denies all of the claims asserted in the Action and all other
12 Released Claims; denies all allegations and claims as to liability, damages, penalties, interest, fees
13 and all other forms of relief; denies any and all wrongdoing of any kind whatsoever associated with
14 any of the facts or claims alleged in the Action; and makes no concessions or admissions of
15 wrongdoing or liability of any kind whatsoever. Defendant maintains that for any purpose other than
16 settlement, the Action is not suitable or appropriate for class action or representative action
17 treatment. Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth
18 in this Settlement Agreement to put to rest the claims in the Action. As to the Released Claims,
19 Defendant denied and continues to deny each of those claims.

20 **STIPULATION AND AGREEMENT**

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

23 52. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
24 Plaintiff, Settlement Class Members, PAGA Members, and Defendant, subject to the terms and
25 conditions hereof.

26 53. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
27 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
28 an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written

1 communication or disclosure between or among the Parties or their attorneys and other advisers, is
2 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
3 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
4 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
5 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
6 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
7 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
8 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
9 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
10 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
11 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
12 acknowledging party of the tax treatment or tax structure of any transaction, including any
13 transaction contemplated by this Agreement.

14 54. Class Certification. Defendant stipulates to class certification pursuant to California
15 Code of Civil Procedure § 382 for purposes of settlement only. If the Court does not grant either
16 preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class
17 certification will be revoked, and the Parties will return to a point in litigation immediately prior to
18 the execution of this Agreement and Defendant may assert all potentially applicable defenses in
19 connection with the Action (e.g., contest whether the Action should be maintained as a class action,
20 contest the merits of the claims being asserted in the Action, etc.).

21 55. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
22 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
23 have this matter presented to the Court for preliminary and final approval.

24 56. LWDA Notice. Plaintiff acknowledges and agrees that she will provide notice to the
25 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

26 57. Release of Claims by Plaintiff. Plaintiff releases the "Released Claims by Plaintiff"
27 as of the date that the Gross Settlement Amount is fully-funded by Defendant. The Settlement
28 Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount.

1 58. Release of Class Claims by Settlement Class Members. Settlement Class Members
2 release the “Released Claims by Settlement Class Members” as of the date that the Gross Settlement
3 Amount is fully-funded by Defendant. The Settlement Administrator shall notify the Parties in
4 writing upon receipt of the full Gross Settlement Amount.

5 59. Release of PAGA Claims by PAGA Members. PAGA Members release the
6 “Released PAGA Claims” as of the date that the Gross Settlement Amount is fully-funded by
7 Defendant. The Settlement Administrator shall notify the Parties in writing upon receipt of the full
8 Gross Settlement Amount.

9 60. Settlement Administration. Within twenty-one (21) calendar days after the
10 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class
11 Information. The Class Information shall not be disclosed to Plaintiff, Class Counsel or anyone else
12 external to the Settlement Administrator without the written consent of Defendant, except as to
13 certain information which may be necessary to enable Class Counsel to assist in resolution of, or
14 otherwise respond to, any workweek disputes or objection for Class Members that may arise.

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

23 a. The Class Notice and Procedure Comports with Due Process. The Parties
24 agree that the notice procedures outlined in this Agreement provide the best and most practical
25 method of giving notice to the Class and fully comply with due process and all applicable laws and
26 rules.

27 b. Undeliverable Notices. Any Class Notice returned to the Settlement
28 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the

1 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
2 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
3 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
4 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
5 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
6 the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts
7 to obtain the Class Member's current mailing address within seven (7) calendar days, and provide
8 it to the Settlement Administrator. Class Members who receive a re-mailed Notice of Class
9 Settlement shall have sixty (60) days after the postmark date of the re-mailed Notice of Class
10 Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c)
11 dispute the number of Compensable Workweeks attributed to them.

12 c. Disputes Regarding Individual Settlement Payments. Class Members will
13 have the opportunity, should they disagree with Defendant's records regarding the dates of
14 employment stated in the Class Notice and/or the number of Compensable Workweeks attributed to
15 them, to provide documentation and/or an explanation to show contrary information by the
16 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
17 number of the Class Member, and the last four digits of the Class Member's social security number
18 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
19 the Class Member that he or she is disputing the number of Compensable Workweeks and the basis
20 for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the
21 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form,
22 or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been
23 timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to
24 determine whether an adjustment is warranted. The Settlement Administrator shall then determine
25 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
26 Agreement. In the absence of circumstances indicating fraud, manipulation or destruction,
27 Defendant's records shall be given a rebuttable presumption of accuracy.

28

1 d. Requests for Exclusion. Class Members who wish to exclude themselves
2 from the Settlement must mail to the Settlement Administrator a Request for Exclusion by the
3 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
4 telephone number of the Class Member, and the last four digits of the Class Member's social security
5 number; (b) contain the case name and case number; (c) a clear statement by the Class Member that
6 he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and
7 (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
8 mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive
9 means used to determine whether it has been timely submitted. Any Class Member who requests to
10 be excluded from the Settlement Class shall not be entitled to any Individual Settlement Payment,
11 shall not release any of the Released Claims by Settlement Class Members, and shall not have any
12 right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely
13 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
14 Settlement and any Final Approval Order and Judgment entered in this Action.

15 e. Objections. Class Members who wish to object to the Settlement may do so
16 orally at the Final Approval Hearing without the need to submit a written Objection, or by mailing
17 to the Settlement Administrator a written Objection by the Response Deadline. The written
18 Objection must: (a) contain the full name, address, and telephone number of the Class Member, and
19 the last four digits of the Class Member's social security number; (b) contain the case name and
20 case number; (c) the dates of employment of the Class Member; (d) state whether the Class Member
21 intends to appear at the final approval hearing; (e) be signed by the Class Member; (f) state the basis
22 for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and
23 (g) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
24 mailing envelope on the written Objection, or the date the e-mail is sent, shall be the exclusive means
25 used to determine whether the written Objection has been timely submitted. Class Members who
26 fail to make Objections in the manner specified above shall be deemed to have waived any
27 objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to
28 the Settlement. Class Counsel shall not represent any Class Members with respect to any Objections.

1 The Settlement Administrator will provide the Parties with any written Objection within seven (7)
2 calendar days of its receipt of any Objection. Plaintiff will file any and all written Objections with
3 the Court in advance of the Final Approval Hearing.

4 62. Funding Gross Settlement Amount. Within twenty-one (21) calendar days of the
5 Effective Date, Defendant shall wire transfer the full Gross Settlement Amount, plus the Employer's
6 Share of Payroll Taxes (to the extent applicable), to the Settlement Administrator.

7 63. Allocation of Settlement. The funds from the Gross Settlement Amount Shall be
8 distributed as follows:

9 a. Payments to Settlement Class Members. Individual Settlement Payments will
10 be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set
11 forth herein. The Settlement Administrator shall calculate the Total Compensable Workweeks for
12 all Settlement Class Members based on the Class Information. The respective Compensable
13 Workweeks for each Settlement Class Member will be divided by the Total Compensable
14 Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement
15 Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net
16 Settlement Amount to determine his or her Individual Settlement Payment. Individual Settlement
17 Payments will be allocated as follows: 20% wages and 80% interest and penalties. Individual
18 Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 last known mailing address.

20 b. Payments to PAGA Members. The Settlement Administrator shall calculate
21 the total PAGA Pay Periods for all PAGA Members based on the Class Information. The respective
22 PAGA Workweeks for each PAGA Member will be divided by the total PAGA Workweeks for all
23 PAGA Pay Periods, resulting in the PAGA Payment Ratio for each PAGA Member. Each PAGA
24 Member's PAGA Payment Ratio will then be multiplied by \$20,000 to determine his or her
25 Individual PAGA Payment. PAGA Payments will be allocated as follows: 100% penalties. PAGA
26 Payments shall be mailed by regular First-Class U.S. Mail to PAGA Members' last known mailing
27 address.

1 c. Un-Negotiated Settlement Checks to Settlement Class Members and PAGA
2 Members. Individual Settlement Payment and PAGA Payment checks shall remain negotiable for
3 one hundred and twenty (120) calendar days from the postmark date of issuance. If the check is not
4 cashed, deposited, or otherwise negotiated within the 120-day deadline, the check will be voided,
5 and the funds associated with any such voided checks shall be distributed to the Cy Pres Recipient.
6 The Parties represent that they do not have an interest in the governance or work of the Cy Pres
7 Recipient. Should a conflict of interest or other issue lead to the disapproval of Legal Aid at Work
8 as a Cy Pres Recipient, the Parties will meet and confer as to a suitable replacement. In compliance
9 with California Code of Civil Procedure § 384, after all amounts paid to Class Members have been
10 made (i.e., the time for Class Members to negotiate the checks has expired), the Settlement
11 Administrator shall provide a report, and if there are any remaining unclaimed funds (i.e., funds
12 from checks not negotiated by Class Members), the Final Approval Order and Judgment shall be
13 amended to direct said funds to be paid to Legal Aid at Work or other Court-approved Cy Pres
14 Recipient.

15 d. Certification by Settlement Administrator. The Parties have the right to
16 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
17 Administrator concerning the administration of the Settlement will be resolved by the Court, under
18 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
19 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
20 completion of administration of the Settlement, the Settlement Administrator shall provide written
21 certification of such completion to counsel for the Parties, and which shall be filed with the Court
22 as necessary.

23 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
24 by Settlement Class Members shall be deemed to be income to such Settlement Class Members
25 solely in the year in which such awards actually are received by the Settlement Class Members. It
26 is expressly understood and agreed that the receipt of such Individual Settlement Payments will not
27 entitle any Settlement Class Member to additional compensation or benefits under any company
28 compensation or benefit plan or agreement in place during the period covered by the Settlement,

1 nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
2 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
3 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
4 Settlement Class Members in connection with this Settlement, and that the Settlement Class
5 Members are not entitled to any new or additional compensation or benefits as a result of having
6 received the Individual Settlement Payments (notwithstanding any contrary language or agreement
7 in any benefit or compensation plan document that might have been in effect during the period
8 covered by this Settlement).

9 f. Class Representative Service Award. Defendant agrees not to oppose or
10 object to a Class Representative Service Award in the total amount of up to \$10,000.00 to Plaintiff,
11 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
12 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be
13 solely and legally responsible to pay any and all applicable taxes on their Class Representative
14 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
15 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
16 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
17 Payment and PAGA Payment. This Settlement is not contingent upon the Court awarding Plaintiff
18 a Class Representative Service Award in any amount. Any amounts requested by Plaintiff for the
19 Class Representative Service Award that is not granted by the Court shall return to the Net
20 Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

21 g. Class Counsel Award. Defendant agrees not to oppose or object to any
22 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
23 Settlement Amount, or \$126,999. Defendant further agrees not to oppose any application or motion
24 by Class Counsel for the reimbursement of any costs or expenses associated with Class Counsel's
25 prosecution of this matter from the Gross Settlement Amount not to exceed \$15,000.00. Class
26 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made
27 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
28 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent

1 upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any
2 amount requested by Class Counsel for the Class Counsel Award that is not granted by the Court
3 shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
4 provided in this Agreement.

5 h. Settlement Administration Costs. The Settlement Administrator shall be paid
6 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
7 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
8 \$6,750. Any amount requested by Class Counsel for the Settlement Administration Costs that is not
9 granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
10 Class Members as provided in this Agreement.

11 i. Payment to the LWDA. \$80,000.00 from the Gross Settlement Amount will
12 be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five percent
13 (75%) of that amount, or \$60,000.00, will be paid to the LWDA and twenty-five percent (25%) of
14 that amount, or \$20,000.00), will be paid to the PAGA Members. This payment is made pursuant to
15 California Labor Code § 2699(i).

16 64. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
17 Class Members, PAGA Payments to PAGA Members, the Class Representative Service Award, the
18 Class Counsel Award, Settlement Administration Costs, and payment to the LWDA, shall all be
19 distributed by the Settlement Administrator within seven (7) calendar days of receipt by the
20 Settlement Administrator of the Gross Settlement Amount from Defendant. No person shall have
21 any claim against Defendant, Defendant's Counsel, Plaintiff, Settlement Class Members, PAGA
22 Members, Class Counsel, or the Settlement Administrator based on distributions and payments
23 made in accordance with this Agreement.

24 65. Number of Compensable Workweeks. Prior to the mediation, Defendant represented
25 that there are 13,359 Compensable Workweeks during the period from April 28, 2019 to February
26 1, 2024. Should the Compensable Workweeks increase beyond 10% worked by the Class Members
27 during the Class Release Period, Defendant shall increase the Total Settlement Amount on a pro-
28 rata basis equal to the percentage increase in the number of workweeks worked by the Class

1 Members above 10% (e.g., if the number of workweeks increases by 11% to 14,829 workweeks, the
2 Total Settlement Amount will increase by 1%). However, if this escalator clause is triggered,
3 Defendant may alternatively choose at its sole discretion to end the Class Period on the date that the
4 increase would otherwise be triggered.

5 66. Final Settlement Approval. Upon expiration of the Response Deadline, a Final
6 Approval Hearing shall be conducted by the Court, and if the Settlement is finally approved, whether
7 to enter the Final Approval Order and Judgment.

8 67. Nullification of Settlement Agreement. In the event: (a) the Court declines to
9 conditionally certify the Class or to preliminary approve the Settlement; (b) the Court does not
10 finally approve the Settlement; (c) the Court does not enter a Final Approval Order and Judgment
11 as provided herein; or (d) the Settlement does not become final for any other reason, this Settlement
12 Agreement shall be null and void and any order or judgment entered by the Court in furtherance of
13 this Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds
14 to be awarded under this Settlement shall be returned to their respective statuses as of the date and
15 time immediately prior to the execution of this Agreement and the Parties shall proceed in all
16 respects as if this Agreement had not been executed, except that any fees already incurred by the
17 Settlement Administrator shall be split equally between the Parties for payment. In the event an
18 appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review
19 is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
20 other appellate review, and any fees incurred by the Settlement Administrator prior to it being
21 notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other
22 appellate review, shall be paid to the Settlement Administrator by the party or person that filed the
23 appeal, within thirty (30) calendar days of said notification. Additionally, if the number of Class
24 Members who opt out by submitting Requests for Exclusion meets or exceeds 10% of the total
25 number of Class Members, then Defendant may, in the exercise of its sole discretion, abrogate this
26 Agreement. Defendant's right expires 15 business days after being informed in writing by the
27 Settlement Administrator that 10% or more of the Class Members excluded themselves from the
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1 Settlement. In the event of Defendant's timely withdrawal, no party may use the fact that the Parties
2 agreed to the Settlement for any reason.

3 68. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
4 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
5 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
6 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

7 69. No Admission by Defendant. Defendant denies any and all claims alleged in this
8 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
9 admission, and shall not be used against Defendant as an admission or indication with respect to any
10 claim of any fault, concession, or omission by any Defendant.

11 70. Confidentiality. Defendant, Plaintiff and Class Counsel will not publicize the
12 Settlement in any way, including but not limited to in the form of press releases or on counsel's firm
13 websites, except as follows: Nothing in this agreement shall preclude Plaintiff's Counsel from
14 communicating with members of the Settlement Class after preliminary approval in accordance with
15 Class Counsel's ethical obligations owed to the Settlement Class Member or from referring to the
16 factual circumstances of this case in counsel's CV or other similar documents that are filed with a
17 court or in another legal forum relating to counsel's prior experience and qualifications.

18 71. No Solicitation. Defendant, Plaintiff and Class Counsel separately agree that they
19 and their respective counsel and employees will not solicit any Settlement Class Member to opt out
20 of or object to the Settlement, or appeal from the Judgment.

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

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

1 74. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by counsel of record for all Parties, subject to the approval of the Court.

3 75. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
4 the entire Agreement among these Parties, and no oral or written representations, warranties, or
5 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
6 representations, warranties, and covenants contained and memorialized in the Agreement and its
7 Exhibits.

8 76. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
9 and represent they are expressly authorized by the Parties whom they represent to negotiate this
10 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
11 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
12 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
13 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
14 unable to reach agreement on the form or content of any document needed to implement the
15 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
16 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
17 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant
18 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represent and
19 warrant that they are authorized to sign this Agreement and that they have not assigned any claim,
20 or part of a claim, covered by this Settlement to a third-party.

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

23 78. California Law Governs. All terms of this Settlement Agreement and the Exhibits
24 hereto shall be governed by and interpreted according to the laws of the State of California.

25 79. Counterparts and Signatures. This Settlement Agreement may be executed in one or
26 more counterparts. All executed counterparts and each of them shall be deemed to be one and the
27 same instrument. The Parties agrees that a facsimile, PDF, or electronic signatures shall be deemed
28 to be as valid and enforceable as original ink signatures. The Parties further agree that they may use

DocuSign, an electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code § 1633.7.

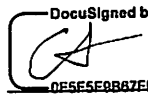
80. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

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

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

83. Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Dated: 3/4/2024

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By: 
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Plaintiff Christina Sanchez

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Dated: _____

By: _____
Defendant BSK Associates

Name: _____

Title: _____

APPROVED AS TO FORM:

THE WAND LAW FIRM, P.C.

Dated: 3/4/2024

By: 
Aubry Wand

FISHER & PHILLIPS LLP

Dated: _____

By: _____
Boris Sorsher
Victor T. Xu
Kelsey L. Wong Javier

Counsel for Defendant BSK Associates

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Dated: 03/12/2024

By: 
Defendant BSK Associates

Name: Renea Rangell

Title: CEO

APPROVED AS TO FORM:

THE WAND LAW FIRM, P.C.

Dated: _____

By: _____
Aubry Wand

FISHER & PHILLIPS LLP

Dated: 03/12/24

By: 
Boris Sorsher
Victor T. Xu
Kelsey L. Wong Javier

Counsel for Defendant BSK Associates

Exhibit 1

CLASS NOTICE

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

Why should you read this Notice?

A settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Sanchez v. BSK Associates*, California Superior Court, County of San Bernardino, Case No. CIVSB2309732 (the “Action”).

According to Defendant’s records, you have been identified as a member of the Class, and therefore are receiving this Notice. Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

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

Who is affected by this proposed Settlement?

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

All current and former hourly-paid or non-exempt employees of Defendant in California, who are not subject to an arbitration agreement, during the time period of April 28, 2019 to March 1, 2024.

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

Insert if applicable: According to Defendant’s records, you are a PAGA Member as well, which is defined as all current and former hourly-paid or non-exempt employees of Defendant in California during the time period of February 16, 2022 to March 1, 2024.

What is this case about?

In the Action, Plaintiff alleges on behalf of themselves and the Class the following claims against Defendant: (a) failure to prove meal periods; (b) failure to provide rest breaks; (c) failure to provide recovery periods; (d) failure to overtime wages; (e) failure to pay minimum wages; (f) failure to pay timely wages; (g) failure to pay all wages owed and due upon termination; (h) failure to maintain required records; (i) failure to furnish accurate itemized wage statements; (j) failure to provide reimbursement for employment-related expenses; (k) unfair and unlawful business practices; and (l) violation of California Private Attorneys’ General Act, California Labor Code § 2699, *et seq.*

Defendant denies any and all wrongdoing, and maintains that it has fully complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability

by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

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

Who are the attorneys in this Lawsuit?

Class Counsel

THE WAND LAW FIRM, P.C.

Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Defendant's Counsel

FISHER & PHILLIPS LLP

Victor T. Xu
2050 Main Street, Ste. 1000
Irvine, CA 92614
Telephone: (949) 851-2424

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$380,997 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$142,248.

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

According to Defendant's records, from April 28, 2019 to March 1, 2024, you worked [REDACTED] Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$ [REDACTED].

Insert if applicable: According to Defendant's records, from February 16, 2022 to March 1, 2024, you worked [REDACTED] Compensable Pay Periods in California as a non-exempt employee, and therefore, your PAGA payment is estimated to be \$ [REDACTED].

Your settlement payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

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

When and how will I receive payment?

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

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to Legal Aid at Work, a 501(c)(3) organization that is dedicated to protecting the rights of low-income people throughout California.

Your settlement payment as a Class Member will be allocated as 20% wages / 80% penalties and interest. **Insert if applicable:** Your settlement payment as a PAGA Member will be allocated as 100% penalties. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

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

Class Counsel will ask the Court to award attorneys' fees up to \$126,999 (one-third of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$15,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Award payment of up to \$10,000 to Plaintiff for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$6,750. A payment in the amount of \$60,000 will also be made to the LWDA for its share of PAGA penalties, while \$20,000 will be paid to PAGA Members. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, under state, federal, or local law, arising out of the claims expressly pleaded in the operative complaint in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the operative complaint in the Action for: (a) failure to provide meal periods; (b) failure to provide rest breaks; (c) failure to provide recovery periods; (d) failure to pay overtime wages; (e) failure to pay minimum wages; (f) failure to pay timely wages; (g) failure to pay all wages due to discharged and quitting employees/waiting time penalties; (h) failure to maintain required records; (i) failure to furnish accurate itemized wage statements; (j) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (k) violation of California's unfair competition law under Business and Professions Code § 17200. This release shall apply to all claims arising at any point during the Class Period.

In addition, PAGA Members will release all claims for civil penalties under the PAGA that Plaintiff, on behalf of themselves, the State of California, and all PAGA Members, based on the claims expressly pleaded in the operative complaint in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the operative complaint in the Action for: (a) failure to provide meal periods; (b) failure to provide rest breaks; (c) failure to provide recovery periods; (d) failure to pay overtime wages; (e) failure to pay minimum wages; (f) failure to pay timely wages; (g) failure to pay all wages due to discharged and quitting employees/waiting time penalties; (h) failure to maintain required records; (i) failure to furnish accurate itemized wage statements; (j) failure to indemnify employees for necessary expenditures incurred in discharge of duties. This release shall apply to PAGA claims arising at any point during the PAGA Period.

Released Parties are Defendant and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant and any entity that could be deemed a joint employer with Defendant for any of the Released Claims within the Class Release.

The Effective Date is the date on which the Court's Final Approval Order and Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

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

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

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

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at [REDACTED], a written statement of objection, or e-mail the written objection to [REDACTED]. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to

the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

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

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

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 17 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Los Angeles County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. You can also visit the settlement website located at: [REDACTED] for more information, including a copy of the Settlement Agreement.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Exhibit 2

1 **THE WAND LAW FIRM, P.C.**
Aubry Wand (SBN 281207)
2 100 Oceangate, Suite 1200
Long Beach, CA 90802
3 Telephone: (310) 590-4503
Email: awand@wandlawfirm.com
4

5 *Attorney for Plaintiff and the Putative Class*

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF SAN BERNADINO**

8 CHRISTINA SANCHEZ, individually, and on
9 behalf of all others similarly situated,

10 Plaintiff,

11 v.

12 BSK ASSOCIATES, a California corporation;
13 and DOES 1 through 50, inclusive,

14 Defendant.
15

Case No.: CIVSB2309732

[Hon. Joseph T. Ortiz]

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Date: _____

Time: _____

Dept.: SS17

Action Filed: April 28, 2023

Trial Date: None Set

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

The Class Period is April 28, 2019 to March 1, 2024.

4. The Court appoints, for settlement purposes, Plaintiff Christina Sanchez as Representatives for the Class.

6. The Court appoints Simpluris, Inc. as the Settlement Administrator.

7. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

¹ All capitalized terms have the same meaning as defined in the Settlement Agreement unless otherwise indicated.

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to mail Class Notice	
Last day for Class Members to submit a dispute re. Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Award	
Final Approval Hearing	_____ at _____ a.m. / p.m.

8. The Court approves, as to form and content, the Class Notice (attached as Exhibit 1 to the Settlement Agreement).

9. The Court finds that the method of giving notice to the Class constitutes the best means practicable of providing notice under the circumstances. The Court further finds that the Class Notice and the method of giving notice to the Class meet the requirements of California Code of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United States Constitutions, and other applicable law.

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

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

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4 **IT IS SO ORDERED.**

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6 DATED: _____

7 Honorable Joseph T. Ortiz
8 Judge of the Superior Court
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