

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Eve Howe, Esq. (SBN 350007)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ehowe@lelawfirm.com
whats@lelawfirm.com

Attorneys for PLAINTIFF ANDREW SANCHEZ,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ANDREW SANCHEZ, on behalf of himself
and others similarly situated,

PLAINTIFF,

vs.

FELLOWSHIP WAREHOUSING AND
LOGISTICS, LLC; and DOES 1 to 100,
inclusive,

DEFENDANTS.

Case No.: CVRI2104191

CLASS ACTION

*[Assigned for all purposes to the Hon. Harold
Hopp, Dept. 1]*

**~~PROPOSED~~ ORDER (AFTER HEARING)
RE: GRANTING PLAINTIFF'S RENEWED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with Renewed Notice of
Motion and Motion for Preliminary Approval of
Class Action Settlement; Declaration of Eve
Howe in Support Thereof; and Declaration of
Andrew Sanchez]*

Hearing Information:
Date: May 17, 2024
Time: 8:30 A.M.
Dept.: 1

~~PROPOSED~~ ORDER

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

The Renewed Motion for Preliminary Approval of a Settlement came before this Court on May 17, 2024, at 8:30 a.m. in Department 1 of the Riverside County Superior Court Courthouse located at 4050 Main Street, Riverside, California 92501. The Court, having considered the Class Action and PAGA Settlement Agreement, attached as **Exhibit 1** to the Declaration of Eve Howe in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and the Exhibits attached thereto (hereafter collectively, the “Settlement Agreement”); having considered the Renewed Motion for Preliminary Approval of Class Action Settlement filed by the parties; having considered the respective points and authorities and declarations submitted by the parties in support thereof; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

The Court grants preliminary approval of the settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the final Fairness Hearing. For purposes of the settlement, the Court finds that the proposed settlement class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following “Settlement Class” defined as follows:

All non-exempt employees of Defendant who worked for Defendant in California during the Class Period.

1. For purposes of the settlement, the Court further designates named Plaintiff ANDREW SANCHEZ as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Eve Howe, Esq. of Lavi & Ebrahimian, LLP as Class Counsel.
2. The Court appoints CPT Group. as the Settlement Administrator.
3. A final fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is scheduled in Department 1 of this Court, on October 24, 2024, at 8:30 a.m., or another date and

1
2 time which is convenient to the Court.

3 4. At the final fairness hearing, the Court will consider: (a) whether the settlement
4 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting
5 approval of the settlement should be entered; and (c) whether Plaintiff's application for an award of
6 attorneys' fees, reimbursement of litigation expenses, and class representative service payment
7 should be granted.

8 5. Counsel for the parties shall file memoranda, declarations, or other statements and
9 materials in support of their request for final approval by no later than 16 court days prior to the
10 final fairness hearing.

11 6. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
12 litigation expenses and class representative enhancement by no later than 16 court days prior to
13 the final fairness hearing.

14 7. The Court approves, as to form and content, the Notice, Objection Form, and
15 Exclusion Form (collectively, the "Notice"), which are attached hereto as **Exhibit A**.

16 8. The Court directs Defendant to provide the Settlement Administrator a class
17 database based on Defendant's payroll and other business records containing the following
18 information for each Class Member: (1) name; (2) last known address; (3) last four digits of social
19 security number; and (4) number of Class Period Workweeks and PAGA Pay Periods worked at
20 Defendant's locations in California within fifteen (15) business days of the entry of this Order.

21 9. The Court directs the mailing of the Notice by first class mail to the members of
22 the Class on or before fourteen (14) calendar days of the Settlement Administrator's receipt of the
23 Class Members' information.

24 10. The proposed members of the Class shall have sixty (60) calendar days after initial
25 mailing of the Notice, Objection Form, and Exclusion Form ("Response Deadline"), or fourteen
26 (14) calendar days from remailing, to object or request exclusion from the settlement.

27 11. The Court finds that the forms of Notice to the Class regarding the pendency of the

1
2 action and of this settlement, and the methods of giving notice to members of the Class constitute
3 the best notice practicable under the circumstances and constitute valid, due, and sufficient notice
4 to all members of the Class. They comply fully with the requirements of California Code of Civil
5 Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and
6 3.769, the California and United States Constitutions, and other applicable law.

7 12. The Court further approves the procedures for Class Members to participate in, opt
8 out of, or object to the Settlement, as set forth in the Settlement Agreement and Notice, Objection
9 Form, and Exclusion Form. Class Members who wish to object to the approval of this Settlement
10 shall inform the Court and Settlement Administrator in writing, or by submitting a completed
11 Objection Form, of his or her intent to object. To object to the Settlement Agreement, a Class
12 Member must either (1) appear at the final approval hearing to be conducted by the Court, remotely
13 or in person, to explain any objection; (2) have an attorney object for the Settlement Class Member;
14 (3) submit a simple written brief or statement of objection; or (4) complete and submit the
15 Objection Form attached to the notice. A statement of objection must contain sufficient information
16 to confirm the identity of the objector and the basis of the objection, including: (a) the full name of
17 the Settlement Class Member; (b) the signature of the Settlement Class Member; (c) the grounds for
18 the objection; and (d) be postmarked within the Response Deadline to permit adequate time for
19 processing and review by the Parties of the written statement or objection. The written statement or
20 completed Objection Form must be postmarked to the Settlement Administrator on or before the
21 Response Deadline. The postmark date will be deemed the exclusive means for determining that
22 the written Objection or Objection Form is timely. The Administrator shall file a declaration
23 concurrently with the filing of any motion for final approval, authenticating a copy of every
24 objection form received by the Administrator. Class Counsel or the Administrator shall give notice
25 to any objecting party of any continuance of the hearing of the motion for final approval.

26 13. Class Members wishing to opt-out from the Settlement Agreement must either, (1)
27 by themselves or by his/her representative, send the Administrator, by fax, email, or mail, a signed

1
2 written Request for Exclusion that reasonably communicates the Class Member's election to be
3 excluded from the Settlement and includes the Class Member's name, address and email address or
4 telephone number; or (2) complete and submit the Request for Exclusion Form attached to the
5 Notice advising Class Members of the requirements. Any Class Member who timely requests
6 exclusion in compliance with these requirements shall not have any rights under the Settlement
7 Agreement other than a right to receive a pro-rata share of the PAGA Settlement Payment if the
8 Class Member is also a PAGA Employee. To be valid, a Request for Exclusion must be timely
9 faxed, emailed, or postmarked by the Response Deadline. The Administrator may not reject a
10 Request for Exclusion as invalid because it fails to contain all the information specified in the Class
11 Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can
12 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to
13 be excluded. The Administrator shall file a declaration concurrently with the filing of any motion
14 for final approval, authenticating a copy of every exclusion form received by the Administrator.

15 14. The procedures and requirements for submitting objections in connection with the
16 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
17 presentation of any Class Member's objection to the Settlement Agreement, in accordance with
18 the due process rights of all Class Members.

19 15. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
20 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
21 Order, are stayed.

22 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
23 connection with the administration of the settlement which are not materially inconsistent with
24 either this Order or the terms of the Settlement.

25 17. The Court orders the following Implementation Schedule for further proceedings:

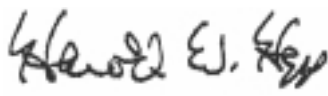
Event	Timing
Data Date: last day for Defendant to provide the Class Members' data to the Settlement	15 business days after the entry of this Order

1	Administrator	
2	Notice Date: last day for Settlement	14 calendar days after the Settlement
3	Administrator to mail Notice, Objection Form,	Administrator's receipt of the class data
4	and Exclusion Form to Class Members.	
5	Response Deadline: (i) last day for class	60 calendar days after the date of mailing of
6	members to submit opt-outs; and (ii) last day	the Notice, Objection Form, and Exclusion
7	for class members to submit objections.	Form (plus an additional fourteen (14) days for
8		Class Members whose Class Notice is re-
9		mailed)
10	Last day for class counsel to file motion for	16 court days prior to the final fairness hearing
11	award of attorneys' fees, reimbursement of	
12	litigation expenses, and class representative	
13	enhancement.	
14	Last day for parties to file motion and	16 court days prior to the final fairness hearing
15	supporting documents for final approval of	
16	class action settlement.	
17	Last day for the Parties to respond to	16 court days prior to the final fairness hearing
18	Objections	
19	Hearing on final approval of class action	October 24, 2024 at 8:30 a.m.
20	settlement.	

18. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

Dated: 05/29/2024


 Judge of the Superior Court
 Honorable Harold W. Hopp

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

EXHIBIT A

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

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

Andrew Sanchez v. Fellowship Warehousing and Logistics, LLC
Riverside County Superior Court Case No. CVRI2104191

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Fellowship Warehousing and Logistics, LLC (“FWL”) for alleged wage and hour violations. The Action was filed by a former FWL employee, Andrew Sanchez (“Plaintiff”), and seeks compensation for FWL’s: (1) failure to pay wages for all hours worked at minimum wage; (2) failure to pay overtime wages for daily overtime worked; (3) failure to authorize or permit meal periods; (4) failure to authorize or permit rest periods; (5) failure to timely pay earned wages during employment; (6) failure to provide complete and accurate wage statements; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment; and (8) unfair business practices, for a class of current and former hourly non-exempt employees who worked for FWL during the time period from September 15, 2017, to April 7, 2023 (“Class Members”);

The proposed Settlement has two main parts: (1) a Class Settlement requiring FWL to fund Individual Class Payments, and (2) a Settlement under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) requiring FWL to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on FWL’s records showing that **you worked _____ workweeks during the Class Period and you worked _____ pay periods during the PAGA Period**. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires FWL to

1 make payments under the Settlement and requires Class Members to give up their rights to assert
2 certain claims against FWL.

3 If you worked for FWL during the Class Period and/or the PAGA Period, you have two
4 basic options under the Settlement:

5 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
6 Settlement and be eligible for an Individual Class Payment and/or an Individual
7 PAGA Payment. As a Participating Class Member, though, you will give up your
8 right to assert Class Period wage claims against FWL.

9 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
10 Settlement (opt-out) either by completing the Exclusion Form attached at the
11 bottom of this notice, or by submitting a written Request for Exclusion, or by
12 otherwise notifying the Administrator in writing. If you opt-out of the Settlement,
13 you will not receive an Individual Class Payment. You will, however, preserve
14 your right to personally pursue Class Period wage claims against FWL. you are
15 an Aggrieved Employee, you will remain eligible for an Individual PAGA
16 Payment regardless of whether you opt-out of the Class Settlement.

17 **FWL will not retaliate against you for any actions you take with respect to the**
18 **proposed Settlement.**

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

20 21 22 23 24 25 26 27	You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against FWL that are covered by this Settlement (Released Claims).
	You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. FWL must pay Individual PAGA Payments to all Aggrieved Employees.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____.	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to FWL’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former FWL employee. The Action accuses FWL of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to authorize or permit meal periods, failing to authorize or permit rest periods, failing to timely pay earned wages during employment, failing to provide complete and accurate wage statements, failing to timely pay all earned wages and final paychecks due at time separation of employment; and engaging in unfair business practices. Based on the same claims, Plaintiff have also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Lavi and Ebrahimian, LLP (“Class Counsel”). FWL strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. FWL is represented by attorneys in the Action: Landegger Verano & Davis, ALC (“Defense Counsel”).

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

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

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

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

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

1. FWL Will Pay \$695,000.00 as the Gross Settlement Amount (“Gross Settlement”). FWL has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement, in two (2) installment payments. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, FWL will fund the first half of the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court becomes final or October 7, 2023, whichever date is later. FWL will fund the remaining half of the Gross Settlement six (6) months after the first payment is made. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$231,666.67 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service

1 Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual
2 Class Payment and any Individual PAGA Payment.

3
4 C. Up to \$13,750.00 to the Administrator for services administering the Settlement.

5 D. Up to \$50,000.00 for PAGA penalties, allocated 75% to the LWDA PAGA Payment
6 (\$37,500.00) and 25% in Individual PAGA Payments (\$12,500.00) to the Aggrieved
7 Employees based on their PAGA Periods.

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

10 3. Net Settlement Distributed to Class Members. After making the above deductions in
11 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement
12 (the "Net Settlement") by making Individual Class Payments to Participating Class Members based
13 on their Class Period Workweeks.

14 4. Taxes Owed on Payments to Class Members. Plaintiff and FWL are asking the Court to
15 approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion")
16 and 85% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to
17 withholdings, and will be reported on IRS W-2 Forms. FWL will separately pay employer payroll
18 taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather
19 than wages for tax purposes. The Administrator will report any Individual PAGA Payments and the
20 Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

26 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
27 Class Payments will show the date when the check expires (the void date). If you do not cash it by
28 the void date, your check will be automatically cancelled, and the monies will be deposited with the
California Controller's Unclaimed Property Fund in your name. If the monies represented by your
check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for
instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
Participating Class Member, participating fully in the Class Settlement, unless you notify the
Administrator by either completing the exclusion form attached at the end of this Notice, or
otherwise in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to

1 notify the Administrator is to send a completed exclusion form by the [REDACTED] Response
2 Deadline. The Request for Exclusion should be either a completed exclusion form, or a letter from a
3 Class Member or his/her representative setting forth a Class Member's name, present address,
4 telephone number, and a simple statement electing to be excluded from the Settlement. Excluded
5 Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments
6 but will preserve their rights to personally pursue wage and hour claims against FWL. You cannot
7 opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the
8 Class Settlement (Non-Participating Class Members) who are Aggrieved Employees remain eligible
9 for Individual PAGA Payments.

10
11 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible
12 the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is
13 also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and FWL have
14 agreed that, in either case, the Settlement will be void: FWL will not pay any money and Class
15 Members will not release any claims against FWL.

16
17 8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the
18 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
19 Requests for Exclusion. The Administrator will also decide Class Member Challenges over
20 Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to
21 administer the Settlement. The Administrator's contact information is contained in Section 9 of this
22 Notice.

23
24 9. Participating Class Members' Release. After the Judgment is final and FWL has fully
25 funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class
26 Members will be legally barred from asserting any of the "Released Class Claims" released under
27 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
28 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against FWL or its
related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following "Released Class
Claims":

All Participating Class Members, on behalf of themselves and their respective former and present
representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
Parties from any and all claims that were or could have been alleged in the Operative Complaint
that arose during the Class Period including without limitation with respect to the following claims:
(a) failure to pay minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to
provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and
permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to timely pay
all wages due during employment; (f) failure to issue accurate, itemized wage statements and
maintain payroll records; (g) failure to timely pay all wages due upon separation of employment; (h)
all claims under California Business & Professions Code § 17200 for unfair business practices that
could have been premised on the facts, claims, causes of action or legal theories described above; (i)

violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means: Defendant Fellowship Warehousing & Logistics, LLC and each of its officers, directors, employees, and agents. With respect to those Class Members who were employed with FWL through a staffing agency and limited to Released Class Claims and Released PAGA Claims arising during Class Members' staffing with FWL, "Released Parties" also includes any staffing agencies, including without limitation, Lobos Staffing and Velasco Lumper Service.

10. Released PAGA Claims by Plaintiff and the State of California. Plaintiff and the State of California hereby releases Releasees from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of the PAGA Penalties (\$12,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in FWL's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or

1 fax. Section 9 of this Notice has the Administrator's contact information. You need to support your
2 challenge by sending copies of pay stubs or other records. The Administrator will accept FWL's
3 calculation of Workweeks and/or Pay Periods based on FWL's records as accurate unless you send
4 copies of records containing contrary information. You should send copies rather than originals
5 because the documents will not be returned to you. The Administrator will resolve Workweek
6 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will
7 advocate on behalf of Participating Class Members) and FWL's Counsel. The Administrator's
8 decision is final. You can't appeal or otherwise challenge its final decision.

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

10 1. Participating Class Members. The Administrator will send, by U.S. mail, a single check
11 to every Participating Class Member (i.e., every Class Member who doesn't opt-out), including
12 those who also qualify as Aggrieved Employees. The single check will combine the Individual
13 Class Payment and the Individual PAGA Payment, if any.

14 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single
15 Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the
16 Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

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

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

21 Submit either, a completed exclusion form attached at the end of this Notice, or, a written
22 and signed letter with your name, present address, telephone number, the last four digits of your
23 social security number, and a simple statement that you do not want to participate in the Settlement.
24 The Administrator will exclude you based on any writing communicating your request to be
25 excluded. Be sure to personally sign your request, identify the Action as *Sanchez v. Fellowship
26 Warehousing and Logistics, LLC*, and include your identifying information (full name, address,
27 telephone number, approximate dates of employment, and the last four digits of your social security
28 number for verification purposes). You must make the request yourself. If someone else makes the
request for you, it will not be valid. **The Administrator must be sent your request to be excluded
by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact
information.

3 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding
whether to object, you may wish to see what Plaintiff and FWL are asking the Court to approve. At
least sixteen (16) court days before the [REDACTED] Final Approval Hearing, Class Counsel
and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things,

1 the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and
2 Class Representative Service Payment stating (i) the amount Class Counsel is requesting for
3 attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class
4 Representative Service Payment. Upon reasonable request, Class Counsel (whose contact
5 information is in Section 9 of this Notice) will send you copies of these documents at no cost to
6 you. You can also view them on the Administrator's Website [REDACTED]

7 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
8 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to
9 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
10 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
11 Administrator is [REDACTED]**. Be sure to tell the Administrator what you object to, why you
12 object, and any facts that support your objection. Make sure you identify the Action, *Sanchez v.*
13 *Fellowship Warehousing and Logistics, LLC*, and include your name, current address, telephone
14 number, and approximate dates of employment for FWL and sign the objection. A Participating
15 Class Member may also object by filling out the attached objection form and returning it to the
16 Administrator. Section 9 of this Notice has the Administrator's contact information.

17 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
18 object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be
19 ready to tell the Court what you object to, why you object, and any facts that support your objection.
20 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
21 Hearing.

22 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

23 You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at
24 [REDACTED] in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside,
25 California 92501. At the Hearing, the judge will decide whether to grant Final Approval of the
26 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the
27 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel
before making a decision. You can attend (or hire a lawyer to attend) personally.

28 It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website [REDACTED] beforehand or contact Class Counsel to
verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything FWL and Plaintiff have promised to do under the
proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
documents is to go to the Administrator's website at [REDACTED]. You can
also telephone or send an email to Class Counsel or the Administrator using the contact information
listed below.

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

Settlement Administrator: Timothy Phillips

Name of Company: CPT Group, Inc.

Email Address:

Mailing Address: 50 Corporate Park, Irvine CA 92606

Telephone: (818) 542-0900

Fax Number:

Class Counsel:

Joseph Lavi, Esq. (SBN 209776)

Vincent C. Granberry (SBN 276483)

S. Phillip Song (SBN 326572)

Antonia McKee (SBN 344511)

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Blvd., Suite 200

Beverly Hills, California 90211

Telephone: (310) 432-0000

Facsimile: (310) 432-0001

Email: jlavi@lelawfirm.com

vgranberry@lelawfirm.com

psong@lelawfirm.com

abliznets@lelawfirm.com

WHT1@lelawfirm.com

Defense Counsel:

Alfred J. Landegger, Esq. (SBN 84419)

Roxana E. Verano, Esq. (SBN 186837)

Evelyn Zarraga, Esq. (SBN 296835)

LANDEGGER VERANO & DAVIS, ALC

15760 Ventura Boulevard, Suite 1200

Encino, California 91436

Telephone: (818) 986-7561

Facsimile: (818) 986-5147

Email: alfred@landeggeresq.com

roxana@landeggeresq.com

evelyn@landeggeresq.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

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

11.WHAT IF I CHANGE MY ADDRESS?

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

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

Sanchez v. Fellowship Warehousing and Logistics, LLC
Riverside County Superior Court Case No. CVRI2104191

OBJECTION FORM

Submit this form if you wish to object to the proposed Settlement of the action. **Do not submit this form if you wish to exclude yourself as a Class Member from participation in the Settlement. If you wish to exclude yourself, submit the Exclusion Form.**

If you want to object to the Settlement, you must complete and submit this form by mail, fax, or email to the Settlement Administrator at *Sanchez v. Fellowship Warehousing and Logistics, LLC* [address], [City], [State] [Zip], postmarked or faxed on or before [Response Deadline] at:

Andrew Sanchez v. Fellowship Warehousing and Logistics, LLC Settlement Administrator
c/o _____

FAX NUMBER: _____

EMAIL: _____

By submitting this form, you will object to the Settlement, but you also acknowledge that you have received notice of this class action, the proposed Settlement, the right of exclusion, and the Final Approval Hearing (the "Class Notice") and that you intend to remain a member of the Class in the case known as *Sanchez v. Fellowship Warehousing and Logistics, LLC*, Case No. CVRI2104191, pending in the Riverside Superior Court. You may only object to the Class Release and terms relating to the class settlement. You may not object to the PAGA Release or settlement of the PAGA claim.

To be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____

Basis for your objection (Use separate sheets if necessary):

[PROPOSED] ORDER

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

[PROPOSED] ORDER

Sanchez v. Fellowship Warehousing and Logistics, LLC
Riverside County Superior Court Case No. CVRI2104191

EXCLUSION FORM

If you do not want to be part of the Settlement, you must submit this written request by mail, fax, or email to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at *Sanchez v. Fellowship Warehousing and Logistics, LLC* Settlement, [address], [City], [State] [Zip], postmarked or faxed on or before [Response Deadline] at:

Taylor v. GR Management Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

If you do not submit a timely and valid Request to be Excluded or Exclusion Form, you will be deemed a Settlement Class Member, you will receive a settlement payment, and you will be bound by the Released Claims and release the Released Claims as described in the Notice and all other terms of the Settlement, whether favorable or not.

If you submit this Exclusion Form, you will retain the right to bring an individual claim, and you will not be entitled to any benefits as a result of the Class Action and PAGA Settlement and will not be entitled to or permitted to assert an objection to the Settlement. Note that even if you exclude yourself from the Class Release, you will remain an PAGA Employee (if you worked for Defendant as a Class Member between September 15, 2020, through April 7, 2023) and receive an Individual PAGA Settlement Payment.

By submitting this form, you are stating: "I wish to exclude myself from the settlement reached in the matter of *Sanchez v. Fellowship Warehousing and Logistics, LLC* I understand the consequences of excluding myself and understand I will not receive a Settlement Payment, but I will have the option to pursue legal action against Defendant."

In order to be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____