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13 Attorneys for Plaintiff ANDREW SANCHEZ,
14 on behalf of himself and others similarly situated

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

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

19 Plaintiff,

20 vs.

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

24 Defendants.

Case No.: CVRI2104191

CLASS ACTION

[Assigned for All Purposes to the Hon. Harold Hopp, Dept. 1]

**REVISED ~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; Declaration of James Clark in
Support Thereof]*

MFA Hearing Information:

Date: August 20, 2025

Time: 8:30 a.m.

Dept.: 1

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~~**[PROPOSED]**~~ ORDER AND JUDGMENT

1
2 Plaintiff Andrew Sanchez’s (“Plaintiff”) Motion for Final Approval of Class Action
3 Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant Fellowship
4 Warehousing and Logistics, LLC (“Defendant” or “Fellowship”) came before this Court on August
5 20, 2025 at 8:30 a.m. in Department 1 of the Riverside County Superior Court located at 4050 Main
6 Street, Riverside, California 92501. Having received and considered the Class Action and PAGA
7 Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of James Clark in
8 Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”),
9 Plaintiff’s Motion for Final Approval of Class Action Settlement, the supporting papers filed by the
10 Parties, the declaration of Tim Cunningham on behalf of CPT Group, Inc., and the evidence and
11 argument received by the Court in conjunction with the Motion for Final Approval of Class Action
12 Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES
13 THE FOLLOWING DETERMINATION:

14 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
15 including all members of the settlement class.

16 2. The Court finds that the Class (defined below) is properly certified as a class for
17 settlement purposes only:

18 All current and former hourly, non-exempt employees who worked for Defendant within the
19 State of California during the Class Period.

20 3. The “Class Period” is the period from September 15, 2017, to April 7, 2023.

21 4. For purposes of the settlement, the Court designates named Plaintiff Andrew Sanchez
22 as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., James Clark, Esq., and
23 Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel.

24 5. The notice provided to the class members conforms with the requirements of
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
26 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
27 law, and constitutes the best notice practicable under the circumstances, by providing individual
28 notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. The Escalator Clause of the Settlement has not been triggered.

17 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Six
18 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$695,000.00) and also fund the amounts
19 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds in two (2)
20 installment payments as follows: (i) Defendant shall pay the first installment of Three Hundred Forty-
21 Seven Thousand Five Hundred Dollars and Zero Cents (\$347,500.00) (half of the Gross Settlement
22 Amount) plus an amount sufficient to pay Defendant's share of payroll taxes on the Wage Portion of
23 the first installment by October 7, 2023, or within 30 days after the Effective Date, whichever date is
24 later; (ii) Defendant shall pay the second installment of Three Hundred Forty-Seven Thousand Five
25 Hundred Dollars and Zero Cents (\$347,500.00) (half of the Gross Settlement Amount) plus an amount
26 sufficient to pay Defendant's share of payroll taxes on the Wage Portion of the second installment
27 within six (6) months after the first payment is made. (Settlement, §§ 4.3, 4.3.1, 4.3.2.)
28

1 12. The Administrator will issue the following payments within fourteen (14) calendar
2 days after receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA
3 Payments (c) the LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class
4 Counsel Fees Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class
5 Representative Service Payment.

6 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
7 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
8 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
9 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

10 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
11 to Class Counsel in the sum of Two Hundred Thirty One Thousand Six Hundred Sixty Six Thousand
12 Dollars and Sixty Seven Cents (\$231,666.67), and the reimbursement of litigation expenses in the
13 sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Each are reasonable amounts. The
14 reasonableness of the fee award is determined based on a reasonable percentage of a common fund
15 obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
16 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
17 the class.

18 15. The Court approves and orders payment from the Gross Settlement Amount in the
19 amount of Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$13,750.00) to CPT
20 Group, Inc., for performance of settlement administration services.

21 16. The Court approves and orders the allocation of Fifty Thousand Dollars and Zero
22 Cents (\$50,000.00) of the Gross Settlement Amount as PAGA Penalties.

23 17. The Court approves and orders payment of Thirty Seven Thousand Five Hundred
24 Dollars and Zero Cents (\$37,500.00) (75% of the PAGA Penalties) to the LWDA as the LWDA
25 PAGA Payment as 75% of the PAGA Penalties.

26 18. The Court approves and orders payment of Twelve Thousand Five Hundred Dollars
27 and Zero Cents (\$12,500.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees
28 as Individual PAGA Payments pursuant to the terms of the Settlement.

- 1 19. In list form, the amounts approved and ordered paid are as follows:
- 2 a. Gross Settlement Amount (“GSA”): \$695,000.00
- 3 b. LWDA Allocation: Total \$50,000.00, composed of:
- 4 i. LWDA Payment: \$37,500.00 (75% of LWDA Allocation)
- 5 ii. Aggrieved Employees: \$12,500.00 (25% of LWDA Allocation)
- 6 c. Expected Deductions: Total \$267,916.67, composed of:
- 7 i. \$7,500.00 - Class Representative Service Payment
- 8 ii. \$231,666.67 - Attorneys’ Fees
- 9 iii. \$15,000.00 - Attorneys’ Costs
- 10 iv. \$13,750.00 - Settlement Administration Costs
- 11 d. Net Settlement Amount: \$427,083.33 (GSA, minus LWDA Allocation, minus
- 12 Expected Deductions)

13 20. Participating Class Members will have one hundred eighty (180) calendar days from

14 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks

15 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be

16 voided, and the Administrator shall transmit the funds represented by such checks to the California

17 Controller’s Unclaimed Property Fund in the name of the Class Member, thereby leaving no “unpaid

18 residue” within the requirements of California Code of Civil Procedure Section 384, subd. (b). The

19 Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion

20 of the 180 calendar day check cashing period.

21 21. Release by Participating Class Members: Following the Effective Date, and effective

22 on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer

23 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class

24 Members will release claims against all Released Parties as follows: All Participating Class Members,

25 on behalf of themselves and their respective former and present representatives, agents, attorneys,

26 heirs, administrators, successors, and assigns, release Released Parties from any and all claims that

27 were or could have been alleged in the Operative Complaint that arose during the Class Period

28 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

1 pay all wages due upon separation of employment; (h) all claims under California Business &
2 Professions Code § 17200 for unfair business practices that could have been premised on the facts,
3 claims, causes of action or legal theories described above; (i) violation of or claims under the following
4 sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174,
5 1194, 1194.2, 1197, 1197.1, 1198; and (j) violation of the California Industrial Wage Orders that could
6 have been premised on the facts, claims, causes of action or legal theories described above, as well as
7 any potential penalties, interest or attorneys' fees associated with all of such causes of action under
8 California law. ("Released Class Claims"). Participating Class Members do not release any other
9 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment
10 and Housing Act, unemployment insurance, disability, social security, workers' compensation, or
11 claims based on facts occurring outside the Class Period.

12 22. Release by Aggrieved Employees: Following the Effective Date, and effective on the
13 date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll
14 taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees will
15 release claims against all Released Parties as follows: Plaintiff and the State of California hereby
16 releases Releasees from all claims, demands, rights, liabilities and causes of action under the
17 California Labor Code Private Attorneys General Act that were alleged, or reasonably could have
18 been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and any
19 amendments thereto) and ascertained in the course of the Action, arising during or with respect to the
20 PAGA Period. ("Released PAGA Claims").

21 23. Release by Plaintiff: Following the Effective Date, and effective on the date when
22 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed
23 on the Wage Portion of the Individual Class Payments, all Aggrieved Employees will release claims
24 against all Released Parties as follows: In addition to the Released Class Claims and Released PAGA
25 Claims described below, Plaintiff, individually and on behalf of his respective former and present
26 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
27 release and discharge Released Parties from all claims, transactions, occurrences, demands, rights,
28 liabilities and causes of action of every nature and description whatsoever, whether known or

1 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any
2 state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act
3 or omission of the Released Parties through the date of full execution of this Settlement Agreement
4 in connection with his or her employment or the termination thereof. (“Plaintiff’s Release.”)
5 Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to those
6 rights that as a matter of law cannot be waived, including, but not limited to any claims for vested
7 benefits, unemployment benefits, disability benefits, social security benefits, or workers’
8 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts
9 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
10 but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
11 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

12 24. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542: For purposes
13 of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
14 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
15 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
16 time of executing the release, and that if known by him or her would have materially affected his or
17 her settlement with the debtor or Released Party.

18 25. “Released Parties” means Defendant Fellowship Warehousing & Logistics, LLC and
19 each of its officers, directors, employees, and agents. With respect to those Class Members who were
20 employed with Defendant through a staffing agency and limited to Released Class Claims and
21 Released PAGA Claims arising during Class Members’ staffing with Defendant, “Released Parties”
22 also includes any staffing agencies, including without limitation, Lobos Staffing and Velasco Lumper
23 Service.

24 26. The “PAGA Period” means the period from September 15, 2020, to April 7, 2023.

25 27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
26 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

27 28. This Court shall retain jurisdiction with respect to all matters related to the
28 administration and consummation of the settlement, and any and all claims, asserted in, arising out

1 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
2 settlement and the determination of all controversies relating thereto.

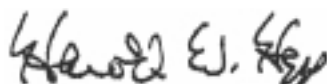
3 29. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
4 file a final report with the Court regarding distribution of settlement funds by ~~November 11, 2026,~~
5 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
7 such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member
8 thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure
9 Section 384, subd. (b).

10 30. Per the above-captioned Court’s August 20, 2025, Minute Order, the Settlement
11 Administrator is required to: (i) Put a notation on the envelope transmitting payment that says:
12 “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED;” (ii) Send a reminder postcard
13 to anyone who has not cashed their check within sixty (60) days; and (iii) to include language about
14 distribution of funds to current employees.

15 31. A Non-Appearance Case Review regarding distribution of the settlement funds is set
16 for **June 30, 2026, at 8:30 a.m.** in Department 1 of the above-captioned Court.

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18 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

19 Dated: _____
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21 Hon. Harold Hopp
22 Judge of the Superior Court
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