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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

AUG 25 2017

L. Hall

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6

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF RIVERSIDE

10 GABRIEL FERNANDEZ, an individual,  
11  
12 Plaintiffs,

13 vs.

14 MORGAN TRUCK BODY, LLC, a limited  
liability company; and DOES 1 through 100,  
15 inclusive,

16 Defendants.  
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18  
19  
20  
21  
22

Case No.: RIC 1308626

*[Assigned For All Purposes to The Hon. Sharon  
J. Waters, Dept. 10]*

~~PROPOSED~~ ORDER ON MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

Date: August 22, 2017  
Time: 8:30 a.m.  
Dept.: 10

23 WHEREAS, on or about August 2, 2017, the Defendant and Named Plaintiff, on behalf  
24 of himself and as representative of the class, entered into a Stipulated Class Action Settlement  
25 Agreement ("the Settlement Agreement") intended to resolve this litigation;  
26

27 WHEREAS, on or about August 14, 2017, the Defendant and Named Plaintiff, on behalf  
28 of himself and as representative of the class, through their counsel of record, pursuant to

1 Paragraph 22 of the Settlement Agreement, entered into an Amendment to Stipulated Class  
2 Action Settlement Agreement ("the Amendment");

3 WHEREAS, the Settlement Agreement, together with the exhibits attached thereto, and  
4 the Amendment (the Settlement Agreement and the Amendment are collectively referred to  
5 herein as "the Amended Settlement Agreement"), set forth the terms and conditions for a  
6 proposed settlement;

7  
8 WHEREAS, the Court has before it Plaintiff's Motion for Preliminary Approval of  
9 Settlement;

10 WHEREAS, the Court has heard the attorneys for the parties with respect to the  
11 proposed settlement;

12 WHEREAS, the Court is satisfied that the settlement set forth in the Amended  
13 Settlement Agreement was the result of good-faith, arm's length settlement negotiations  
14 between competent and experienced counsel for both the Plaintiffs and Defendant; and,

15  
16 WHEREAS, the Court has conducted a hearing respecting the reasonableness of  
17 proceeding with this proposed settlement, and good-cause appearing therefore, now finds and  
18 orders as follows:

19 1. The provisions of the Amended Settlement Agreement are hereby preliminarily  
20 approved, subject to further consideration thereof at the Final Approval Hearing provided for  
21 below. The Court finds that this settlement is sufficiently within the range of reasonableness  
22 that notice of the class action and proposed settlement should be given as provided below.

23  
24 2. Pursuant to California Code of Civil Procedure § 382, the Court hereby  
25 conditionally certifies the following settlement class:

26  
27 "All non-exempt hourly individuals who were employed by Morgan Truck Body LLC in  
28 California at any time during the period from July 30, 2009 through May 15, 2017."

1  
2           3.       Certification for settlement purposes only of the proposed settlement class is  
3 appropriate under California Code of Civil Procedure § 382. The Court has considered the  
4 pleadings and the Amended Settlement Agreement in support of the motion for preliminary  
5 approval, and finds that the proposed settlement class is proper and should be certified, for  
6 settlement purposes only, in the circumstances of this case. Specifically, the Court finds that,  
7 for settlement purposes only, there is an ascertainable class and a community of interest among  
8 the members of the class. Certification of the settlement class for settlement purposes is the  
9 best means for protecting the interests of all members of the class.  
10

11           4.       The Court finds for the purposes of settlement only that: (i) the people in the  
12 Settlement Class are so numerous that joinder would be impracticable; (ii) there is a  
13 commonality of interests between the named plaintiff and the members of the settlement class;  
14 (iii) there are questions of law and fact that are common to the settlement class, and the  
15 common questions related to the settlement predominate over individual questions; (iv) the  
16 named plaintiff's claims are typical of the claims of absent settlement class members; and (v)  
17 the named plaintiff will fairly and adequately represent the interests of the absent settlement  
18 class members.  
19

20           5.       The Court further conditionally finds that for the purposes of settlement only the  
21 named plaintiff is an adequate class representative for the settlement class, and that the law firm  
22 of Rastegar Law Group, A P.C., is adequate Class Counsel. The Court conditionally finds that  
23 the provisions of the Amended Settlement Agreement relating to the enhancement to the named  
24 plaintiff, and attorneys' fees and costs to Class Counsel are fair and reasonable. If the  
25 Amended Settlement Agreement is terminated or not consummated, the conditional  
26 certification shall be void, and Defendant shall have reserved its rights to oppose any and all  
27 class certification motions, and to oppose the adequacy of named plaintiff as representative of  
28

1 any putative class, and to contest the adequacy of Rastegar & Law Group, A P.C., as class  
2 counsel.

3 6. The provisions of the Amended Settlement Agreement relating to Notice to  
4 Class Members, Exclusion from the Class, Objection to the proposed Settlement, and the Final  
5 Approval Hearing, are deemed incorporated herein as if expressly set forth, and have the full  
6 force and effect of an Order of this Court. Upon final approval of the Amended Settlement  
7 Agreement at or following the Final Approval Hearing, all provisions of the Amended  
8 Settlement Agreement shall be deemed incorporated herein as if expressly set forth, and shall  
9 have the full force and effect of an Order of this Court.  
10

11 7. The Notice to be provided as set forth in the Amended Settlement Agreement is  
12 hereby found to be the best means practicable of providing notice under the circumstances, and,  
13 when completed, shall constitute due and sufficient notice of the class action, proposed  
14 settlement, and the final approval hearing to all persons affected by and/or authorized to  
15 participate in the settlement, in full compliance with due process and the notice requirements of  
16 California Code of Civil Procedure § 877.6.  
17

18 8. The Court hereby orders that the following forms be included in the notice to  
19 Class Members: Notice of Class Action Settlement, Attachment 1 hereto; Settlement  
20 Allocation and Change of Contact Information Form, Attachment 2 hereto; Request for  
21 Exclusion From Class form, Attachment 3 hereto; and, Class Member Objection Form,  
22 Attachment 4 hereto.  
23

24 8. "Phoenix Settlement Administrators" is hereby appointed Settlement  
25 Administrator.

26 9. Defendant shall provide Class Member data to the Settlement Administrator on  
27 or before September 5, 2017. The Settlement Administrator shall mail notice to the class on or  
28 before September 19, 2017.

10. Class Members shall have until November 3, 2017, to request exclusion or to object to the Amended Settlement Agreement. Class Members whose notices are re-mailed shall have 45 days from the re-mailing, or December 18, 2017, whichever occurs earlier, to request exclusion or to object to the Amended Settlement Agreement.

11. The Final Approval Hearing is hereby scheduled to be held on January 18, 2018, at 8:30 a.m., in Department 10 of this Court. Plaintiffs' motion for final approval of this class action settlement shall be filed with Court and served on Defendant on or before December 20, 2017. If there are any timely objections to the Amended Settlement Agreement, Plaintiff and/or Defendant may submit responses to the objections on or before December 20, 2017. The Settlement Administrator shall submit a report to the Court as to the notice to the class, objections and requests for exclusion on or before December 20, 2017.

12. All discovery, motions, and other litigation, other than that necessary to obtain the Court's final approval of the settlement, shall be stayed pending such final approval.


13. Schedule Summary:

<u>Event:</u>	<u>Date:</u>
Deadline for Defendant to provide Class Member data to Settlement Administrator.	September 5, 2017
Deadline for Settlement Administrator to mail notices to the Class.	September 19, 2017
Initial Objection/Exclusion deadline.	November 3, 2017
Final Objection/Exclusion deadline for re-mailed notices.	December 18, 2017
Deadline for filing Motion for Final Approval.	December 20, 2017
Deadline for Settlement Administrator to submit declaration re notice and results of settlement administration.	December 20, 2017

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Deadline for Plaintiff and/or Defendant to file responses to objections.	December 20, 2017
Final Approval Hearing.	January 18, 2018, at 8:30 a.m.

DATED: Aug 25, 2017

  
HON. SHARON J. WATERS  
Judge of the Superior Court

# **Exhibit 1**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

GABRIEL FERNANDEZ, an individual,

Plaintiffs,

vs.

MORGAN TRUCK BODY, LLC, a limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: RIC 1308626

*[Assigned For All Purposes to The Hon.  
Sharon J. Waters, Dept. 10]*

NOTICE OF CLASS ACTION  
SETTLEMENT

TO: All individuals who were employed in any hourly position by Morgan Truck Body, LLC in California at any time during the period from July 30, 2009 through May 15, 2017.

You may be entitled to receive money from a Class Action Settlement.

**Please read this notice carefully. This notice permits you to file a notice of objection on or before <<45 days after notice mailed>>, 2017 if you wish to object to the proposed settlement, or to submit a request for exclusion on or before <<45 days after notice mailed>>, 2017 if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.**

Pursuant to the order of the Riverside County Superior Court, entered <<preliminary approval>>, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the parties in the lawsuit identified in the caption above, pending in the Riverside County Superior Court, on behalf of the Settlement Class described above. The Court has determined that there is sufficient evidence that the settlement is fair and reasonable, and has ordered that this notice be sent out.

You have received this notice because records indicate you qualify as a member of the Settlement Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.



## **I. BACKGROUND OF THE CASE**

On July 30, 2013, Gabriel Fernandez filed a class action complaint ("Complaint") in the Riverside County Superior Court entitled *Gabriel Fernandez v. Morgan Truck Body, LLC, et al.*, case number RIC 1308626, on behalf of himself and a proposed class consisting of allegedly similarly situated individuals currently or formerly employed by Morgan Truck Body, LLC ("Morgan"), in which he asserted claims for: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to provide accurate statements and maintain required records; (4) failure to pay all wages due; and (5) unlawful business practices; and in which he alleged, among other things, that he and similarly situated employees were not paid all wages earned and due to them, were not provided Labor Code and Wage Order Compliant meal and rest periods, were not provided accurate wage statements, and that discharged or quitting employees were not paid all wages due (the "Litigation").

Morgan contends that the claims in the lawsuit are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the lawsuit.

Both parties and their attorneys believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, the parties believe that the proposed settlement is fair, reasonable and adequate.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

The settlement provides for the following:

A. **Gross Settlement Fund:** Morgan will pay \$500,000 to settle the Litigation. The \$500,000 Gross Settlement Fund shall consist of the following elements: (a) Plaintiff's Attorneys' Fees; (b) Plaintiff's Litigation Expenses; (c) Class Representative Enhancement; (d) Settlement Administration Expenses; (e) PAGA Payment to the California Labor and Workforce Development Agency; and (f) Net Settlement Fund. Each of these components is described below.

B. **Plaintiff's Attorneys' Fees:** Class Counsel anticipates requesting an attorney fee award equal to 35% of the Gross Settlement Fund (\$175,000), subject to court approval, which shall be paid from the Gross Settlement Fund.

C. **Plaintiff's Litigation Expenses:** Class Counsel anticipates requesting an award of no more than \$15,000, subject to court approval, as reimbursement for litigation costs, which shall be paid from the Gross Settlement Fund.

D. **Class Representative Enhancement:** Fernandez anticipates requesting an award of no more than \$7,500, subject to court approval, for his role as Class Representative, which shall be paid from the Gross Settlement Fund.

E. **Private Attorneys General Act (PAGA) Allocation:** The parties have designated \$10,000 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, the law requires that 75% (\$7,500) be paid to the California Labor and Workforce Development Agency (LWDA). The remaining 25% (\$2,500) shall become part of the Net Settlement Fund available for distribution to members of the Class.

F. Settlement Administration Expenses: The parties have selected, and the court has approved, Phoenix Class Action Administration to administer the settlement. Upon final approval, Class Counsel will request that the court approve a payment to Phoenix Class Action Administration to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Net Settlement Fund, and other activities required to administer the settlement. The payment to Phoenix Class Action Administration will be \$9,500, which shall be paid from the Gross Settlement Fund.

G. Net Settlement Fund: The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of Plaintiff's Attorneys' Fees, Plaintiff's Litigation Expenses, Class Representative Enhancement, PAGA Payment to the LWDA, and Settlement Administration Expenses. The Net Settlement Fund will be distributed to the Settlement Class as described below.

H. Class Defined: "Class" – means all individuals who were employed in hourly positions by Morgan in California at any time during the period from July 30, 2009 through May 15, 2017.

I. Settlement Class Defined: "Settlement Class" – means all those persons who are members of the Class and who have not excluded themselves from the Litigation.

J. Allocation of Net Settlement Fund Among Settlement Class Members: Each Settlement Class Member shall be entitled to payment based upon points to be awarded for the individual's weeks worked. Class Members shall be awarded five points for each work week from July 30, 2009 to December 31, 2013, and one point for each work week from January 1, 2014 to the end of the class period. Class Members who are no longer employed by Morgan as of the end of the Class Period shall be awarded an additional five points as compensation for Labor Code § 203 penalties. Each Class Member shall receive payment of a pro rata portion of the total combined points of all the Settlement Class Members. By way of example, if the Net Settlement Fund is \$300,000, and there are a total of 1,000,000 points between all Settlement Class Members, and Class Member "A" is awarded 1,000 points, Class Member A's portion of the Net Settlement Fund would be \$300 [ $\$300,000 \div 1,000,000 \text{ points} \times 1,000 \text{ points} = \$300$ ]. Class Counsel estimates that the average class member recovery will be \$713.75. Because each class member's individual recovery will depend upon the individual's work weeks during the class period, it is estimated that the range of individual recoveries will vary between a high of \$3,582.80 and a low of \$2.65. The Settlement Allocation Form included with this mailing contains an estimate of the amount of your individual payment.

K. Tax Treatment of Payments to Settlement Class Members: The Settlement Payments are payments for all claims asserted in the Complaint or that reasonably could have been asserted based on the claims and allegations contained in the Complaint. Of the payments to individual Settlement Class Members, 25% shall be designated as wages subject to payroll withholding to be reported on IRS Form W2s where required by law, and 75% shall be designated as interest and penalties to be reported on IRS Form 1099s where required by law. Morgan shall be responsible for paying the employer's share of payroll taxes on any amounts allocated as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or her Settlement Payment or Class Representative Enhancement. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

### **III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

Your interests as a Settlement Class Member are represented by Fernandez and Class Counsel. Unless you exclude yourself from the Settlement Class, you are a part of the Settlement Class. As a member of the Settlement Class, you will receive a portion of the Net Settlement Fund. Also, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the court, and you will be deemed to have released certain claims against Morgan as described below.

**A. Participating in the Settlement**

If you are a member of the Class and you wish to participate in the settlement, you are not required to take any action. If the court grants final approval to the settlement and you are a Settlement Class Member, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Morgan and various affiliated entities from any and all claims that you may have based on the allegations in the lawsuit. However, any potential claims under the federal Fair Labor Standards Act will be deemed released only by those Class Members who cash their settlement checks.

**B. Objecting to the Settlement**

If you do not agree with the terms of the Settlement, you can object to the settlement before final approval. However, if the Court rejects your objection you will still be a Member of the Settlement Class and will receive a settlement payment. You will also be bound by the terms of the settlement. To object, you must complete the enclosed Objection Form and submit it to the Settlement Administrator by <<45 days after notice mailing>>, 2017 at the following address: [Settlement Administrator name and address].

Any written objections must state each specific reason in support of your objection. The Court will consider your objections at the Final Fairness Hearing discussed below.

**C. Excluding Yourself from the Settlement**

If you are a member of the Class but you do not wish to participate in the settlement, you may exclude yourself by completing and returning the enclosed Request for Exclusion Form. Your Request for Exclusion Form must be signed by you personally, **must be postmarked on our before<<45 days after notice mailed>>, 2017, and mailed to:**

<<Name, Address and Telephone Number of Settlement Administrator>>

Any person who timely submits a completed Request for Exclusion Form following the procedures above shall, upon receipt, no longer be a member of the Settlement Class, may not object to the settlement, and shall receive no payment or benefits from the settlement. Any such person, however, will not release any claims he or she may have against Morgan.

**If you exclude yourself from the Settlement, you will NOT receive any money from the Settlement.**

**D. Challenging the Record of Your Weeks Worked**

The Settlement Allocation form that accompanies this notice states Morgan's record of your weeks worked within the Class Period. If you believe the weeks worked stated on the Settlement Allocation Form to be inaccurate, you may state what you believe the correct number to be, and provide supporting documentation. The Settlement Administrator will then decide whether your weeks worked should be revised.

You may also provide corrected name, address, and/or telephone information on the Settlement Allocation Form.

**IV. EFFECT OF THE SETTLEMENT**

**A. Released Rights and Claims**

Upon the court's final approval of the class settlement and entry of final judgment, each class member shall be deemed to have released Morgan and its parent, J.B. Poindexter & Co. Inc. (only to the extent J.B. Poindexter & Co. Inc. is alleged to be a joint employer of Morgan), and its and their

respective shareholders, officers, directors and employees (collectively the "Releasees"), from any and all "Settlement Class Members' Released Claims." For the purposes of this Agreement, the Settlement Class Members' Released Claims are defined as:

Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint filed in this action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages (including claims for unpaid wages due to time rounding), unpaid overtime wages, meal period penalties, rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to maintain required records, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 *et seq.*), claims for penalties of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the operative Complaint filed in this Litigation. This release shall apply to claims arising at any point up to the entry of preliminary approval of the class settlement. However, only Class Members who cash their settlement payment checks will be deemed to have released claims under the federal Fair Labor Standards Act.

**B. Payment to Settlement Class Members**

The distribution of the Settlement Fund will be paid approximately 15 days after final court approval of this Settlement, and all appeals and rights to appeal are exhausted.

**V. FINAL SETTLEMENT APPROVAL HEARING**

The court will hold a hearing in Department 10 of the Riverside County Superior Court, 4050 Main Street, Riverside, California, 92501 on \_\_\_\_\_, 2017, at \_\_\_\_\_ a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Plaintiff's Attorneys' Fees, Plaintiff's Litigation Expenses, the PAGA payment, the Settlement Administrator's fees, and the Class Representative Enhancement to be paid to the Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than 10 days before this hearing, and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the settlement.

Should you desire additional information, you may contact Class Counsel as follows:

RASTEGAR LAW GROUP, APC  
c/o Douglas W. Perlman, Esq.  
22760 Hawthorne Blvd., Suite 200  
Torrance, California 90505  
Tel. (310) 961-9600  
Fax. (310) 961-9094  
Email: douglas@rastegarlawgroup.com

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Stipulated Class Action Settlement Agreement, filed on \_\_\_\_\_, 2017, at the Office of the Clerk of the Riverside County Superior Court, 4050 Main Street, Riverside, California, 92501, and the Amendment to Stipulated Class Action Settlement Agreement, filed on \_\_\_\_\_, 2017, at the Office of the Clerk of the Riverside County Superior Court, 4050 Main Street, Riverside, California, 92501, which are available for you to review and download at [INSERT SETTLEMENT ADMINISTRATOR WEBSITE]. The pleadings and other records in this litigation including the Stipulated Class Action Settlement Agreement, and the Amendment to Stipulated Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Riverside County Superior Court, 4050 Main Street, Riverside, California, 92501.

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

BY ORDER OF THE SUPERIOR COURT

## **Exhibit 2**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

GABRIEL FERNANDEZ, an individual,

Plaintiffs,

vs.

MORGAN TRUCK BODY, LLC, a limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: RIC 1308626

*[Assigned For All Purposes to The Hon.  
Sharon J. Waters, Dept. 10]*

SETTLEMENT ALLOCATION AND  
CHANGE OF CONTACT  
INFORMATION FORM

TO: [NAME]

[ADDRESS]

[TELEPHONE NUMBER]

[LAST FOUR DIGITS OF SSN]

**USE AND RETURN THIS FORM ONLY IF:**

- 1) Your name, address, or telephone number information listed above is not accurate; and/or
- 2) You dispute the "Weeks Worked" attributed to you below.

**I. YOUR CONTACT INFORMATION**

**If your name, address, and telephone number above is accurate, and you do not dispute the weeks worked stated below, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.**

**If your name, address, or telephone number stated above is inaccurate, please provide the correct information below, and return this form to the Settlement Administrator.**

PLEASE PRINT CLEARLY

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Mobile Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

Home Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

Last four digits of Social Security Number: \_\_\_\_ \_

For purposes of verification only, I began working at Morgan Truck Body in approximately:

(month) \_\_\_\_\_, (year) \_\_\_\_\_ at: \_\_\_\_\_ (location)

**II. SETTLEMENT PAYMENT ALLOCATION BASED ON POINTS DERIVED FROM WEEKS WORKED**

**According to Morgan's Records, you worked \_\_\_\_\_ weeks.**

**Based on the number of weeks worked, your estimated minimum settlement amount is: \$ [insert amount]. This amount is only an estimate, and is subject to change during the final approval process.**

**If you do not dispute the weeks worked listed on this form, you do not need to do anything. You will receive a check by U.S. Mail.**

**If you dispute Your Weeks Worked, in the space below, provide the position(s) in which you worked, and the dates that you worked during the Class Period. Include copies of any documents, such as paycheck stubs, that support your position. Your Weeks Worked are presumed correct unless you submit documents, such as paycheck stubs, that prove otherwise.**



**Position:**

**Dates:**

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**If you dispute your Weeks Worked**, you must return this form to the Settlement Administrator, at the following address, by US Mail, post-marked on or before \_\_\_\_\_.

**[INSERT ADDRESS]**

**If you agree with your Weeks Worked and your address information stated on this form is correct, you do not need to do anything.** You will receive a check in the mail.

# **Exhibit 3**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

GABRIEL FERNANDEZ, an individual,

Plaintiffs,

vs.

MORGAN TRUCK BODY, LLC, a limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: RIC 1308626

*[Assigned For All Purposes to The Hon.  
Sharon J. Waters, Dept. 10]*

REQUEST FOR EXCLUSION FROM  
CLASS

TO: [NAME]

[ADDRESS]

[TELEPHONE NUMBER]

[LAST FOUR DIGITS OF SSN]

**USE AND RETURN THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM THE CLASS AND DO NOT WISH TO RECEIVE A SETTLEMENT PAYMENT.**

**If you wish to remain in the class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.**

If you exclude yourself from the class by signing and returning this form, you will not receive a settlement payment, and you will not release any claims you may have against Morgan. Should you desire to pursue your claims (if any) against Morgan on your own, you will be solely responsible for doing so, and will be responsible for your own attorneys' fees and costs involved in pursuing your claims. If you wish to exclude yourself from the class and do not wish to receive a settlement payment, please so indicate by signing and dating below and returning this form to the Settlement Administrator at the address below by \_\_\_\_\_. If the Request for Exclusion Form is not postmarked by that date, you will remain a member of the class, and will be bound by the settlement agreement.

[INSERT SETTLEMENT ADMINISTRATOR NAME AND ADDRESS]

**I HEREBY CONFIRM THAT I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT, AND THAT IF I WISH TO PURSUE ANY CLAIMS I MAY HAVE AGAINST MORGAN, I WILL BE RESPONSIBLE FOR DOING SO ON MY OWN, AT MY OWN EXPENSE.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[INSERT NAME]

**If you wish to remain in the Settlement Class and receive a settlement payment, PLEASE DISREGARD THIS FORM. You need do nothing. You will receive a check in the mail.**

# **Exhibit 4**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

GABRIEL FERNANDEZ, an individual,

Plaintiffs,

vs.

MORGAN TRUCK BODY, LLC, a limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: RIC 1308626

*[Assigned For All Purposes to The Hon.  
Sharon J. Waters, Dept. 10]*

CLASS MEMBER OBJECTION FORM

TO: [NAME]

[ADDRESS]

[TELEPHONE NUMBER]

[LAST FOUR DIGITS OF SSN]

**USE AND RETURN THIS FORM ONLY IF: YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT AGREEMENT.**

**IF YOU DO NOT WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT AGREEMENT, YOU MAY DISREGARD THIS FORM. YOU DO NOT NEED TO DO ANYTHING, AND YOU WILL RECEIVE A CHECK BY U.S. MAIL.**

**Do NOT use this form if you wish to dispute the dates of employment stated in the Class Member Settlement Allocation Form. If you wish to dispute your dates of employment, complete and return the Class Member Settlement Allocation Form instead. [However, if you wish, you may dispute your dates of employment and also object to the Class Action Settlement Agreement by completing and returning both forms.]**

**Do NOT use this form if you wish to exclude yourself from the Settlement Class. If you wish to exclude yourself from the Settlement Class, use the Request for Exclusion Form instead.**

Use this form **ONLY** if **BOTH** of the following apply to you:

- 1) You wish to inform the Court that you **do not agree** with the terms of the Class Action Settlement Agreement; **AND**,
- 2) You wish to remain a member of the Settlement Class. [If you exclude yourself from the Settlement Class by submitting a Request for Exclusion Form, you are **NOT** entitled to object to the Class Action Settlement Agreement.]

Please note that if the Court approves the Class Action Settlement Agreement despite your objection, you will remain a member of the Settlement Class, and will be bound by its terms.

If you wish to object to the Class Action Settlement Agreement, please explain the reasons for your objection(s), and by signing and dating below and returning this form to the Settlement Administrator at the address below by \_\_\_\_\_. If the Class Member Objection Form is not postmarked by that date, your objection will not be considered by the Court.

[INSERT SETTLEMENT ADMINISTRATOR NAME AND ADDRESS]

State your reasons for objection and any supporting facts and other relevant information in the space below [attach additional pages if necessary]:

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**I HEREBY CONFIRM THAT I WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT AGREEMENT. I UNDERSTAND THAT I WILL REMAIN A MEMBER OF THE SETTLEMENT CLASS SHOULD THE COURT APPROVE THE SETTLEMENT DESPITE MY OBJECTION.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[INSERT NAME]

**If you do not wish to object to the Class Action Settlement Agreement, PLEASE  
DISREGARD THIS FORM. You need do nothing. You will receive a check in the mail.**



1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
3 years, and not a party to this action. My business address is 22760 Hawthorne Blvd., Suite 200,  
4 Torrance, California 90505.

5 On August 23, 2017, I served the following document or documents:

6 **[PROPOSED] ORDER ON MOTION FOR PRELIMINARY APPROVAL OF CLASS**  
7 **ACTION SETTLEMENT**

8 **[X] By United States mail.** I enclosed the documents in a sealed envelope or package addressed  
to the persons at the address listed below (specify one):

9 **[X]** Deposited the sealed envelope with the United States Postal Service, with the  
10 postage fully prepaid.

11 **[ ]** Placed the envelope for collection and mailing, following our ordinary business  
practices. I am readily familiar with the business's practices for collecting and processing  
12 correspondence for mailing. On the same day that correspondence is placed for collection  
and mailing, it is deposited in the ordinary course of business with the United States Postal  
13 Service, in a sealed envelope with postage fully prepaid.

14 I am a resident or employed in the county where mailing occurred. The envelope or  
package was placed in the mail at Torrance, California.

15 **[ ] By personal service.** I personally delivered the documents to the persons at the addresses  
16 listed below. (1) For a party represented by an attorney, the delivery was made to the attorney or  
at the attorney's office by leaving all the documents in an envelope or package that was clearly  
17 labeled to identify the attorney being served with a receptionist or an individual in charge of the  
office. (2) For a party, delivery was made to the party or by leaving the documents at the party's  
18 residence with some person not less than 18 years of age between the hours of eight in the  
morning and six in the evening.

19 **[ ] By messenger service.** I served the documents by placing them in an envelope or package  
20 addressed to the persons at the addresses listed below and providing them to a professional  
messenger service for service. A Declaration of Messenger is attached.

21 **[ ] By overnight delivery.** I enclosed the documents in an envelope or package provided by an  
22 overnight delivery carrier and addressed to the persons at the addresses listed below. I placed the  
envelope or package for collection and overnight delivery at an office or a regularly utilized drop  
23 box of the overnight delivery carrier.

24 **[ ] By e-mail or electronic transmission.** Based on a court order or an agreement of the parties  
25 to accept service by e-mail or electronic transmission, I caused the documents to be sent to the  
person at the e-mail addresses listed below. I did not receive, within a reasonable time after the  
26 transmission, any electronic message or other indication that the transmission was unsuccessful.


Service List

Peter C. Flanderka, Esq. <a href="mailto:pflanderka@laborlawyers.com">pflanderka@laborlawyers.com</a> Andrew J. Hoag, Esq. <a href="mailto:ahoag@laborlawyers.com">ahoag@laborlawyers.com</a> FISHER & PHILLIPS, LLP 444 S. Flower Street, Suite 1590 Los Angeles, California 90071 Telephone: (213)330-4500 Facsimile: (213)3304501	Attorneys for Defendant, MORGAN TRUCK BODY, LLC
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☒ (State) I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare under penalty of perjury that I am employed in the office of a member of the bar of this court at whose direction the service was made, and that the foregoing is true and correct.

Executed on August 23, 2017, at Torrance, California.

  
\_\_\_\_\_  
Jessica T. Moreno