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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 26 2026

D. Board DB

LATE
MAR 27 2026

6 Attorneys for Plaintiff Cesar Cabrera

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

10 CESAR CABRERA, individually, and
11 on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 FCP, INC., a California corporation; and DOES
15 1 through 10, inclusive,

16 Defendants.

Case No.: CVRI2105871

*Assigned for all purposes to the Honorable
Harold W. Hopp, Department 1*

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

*[Filed with Supplemental Declaration of Kane
Moon]*

Action Filed: December 30, 2021
Trial Date: None Set.

1 **[PROPOSED] ORDER**

2 WHEREAS, a proposed class and Private Attorneys General Act (“PAGA”) action is
3 pending before the Court, entitled *Cesar Cabrera v. FCP, Inc.*, Case No. CVR12105871;

4 WHEREAS, Plaintiff Cesar Cabrera (“Plaintiff”) and Defendant FCP, Inc., (collectively,
5 the “Parties”) have entered into a Class Action and PAGA Settlement Agreement (“Settlement”
6 or “Settlement Agreement,” attached as Exhibit 1 to the accompanying declaration of Kane
7 Moon); and

8 WHEREAS, the Court has considered all papers submitted on Plaintiff’s Motion for
9 Preliminary Approval of Class and PAGA Action Settlement, including the Declaration of Kane
10 Moon, the Settlement Agreement and all exhibits attached thereto, records and prior proceedings
11 to date in this matter, and good cause appearing,

12 **IT IS HEREBY ORDERED, DECREED, AND ADJUDGED as follows:**

13 1. The Parties have agreed to settle and seek a Judgment resolving this Action in
14 accordance with the terms and conditions of the Settlement Agreement. The Court notes that
15 Defendant has agreed to create a common fund of \$350,000.00 (“Gross Settlement Amount”) to
16 cover (a) settlement payments to Class Members who do not validly opt out; (b) a Class
17 Representative Service Payment of up to \$7,500.00 for Plaintiff; (c) Class Counsel’s attorneys’
18 fees not to exceed one third of the Gross Settlement Amount (\$115,500.00) and up to \$25,000.00
19 in costs for actual litigation expenses incurred by Class Counsel; (d) Settlement Administration
20 Expenses of up to \$6,350.00; and (e) the PAGA Penalties payment of \$20,000, including the 75%
21 share of the PAGA Penalties payment to the Labor and Workforce Development Agency
22 (“LWDA”) and the 25% share of the PAGA Penalties payment to PAGA Members. The
23 definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this
24 Order, and all other terms and phrases in this Order shall have the same meaning as ascribed to
25 them in the Settlement Agreement.

26 2. The Court finds that, subject to the Final Approval Hearing, the Court
27 preliminarily approves and incorporates the proposed Settlement upon the terms, conditions, and
28 all release language set forth in the Settlement Agreement, including all exhibits thereto, as fair,

1 reasonable, and adequate, and in the best interests of the Class set forth below. The Court further
2 finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class
3 and PAGA action and provides substantial relief to the Class without the risks, burdens, costs, or
4 delay associated with continued litigation, trial, and/or appeal. The Settlement is not a finding or
5 admission of liability by the Defendant or any other person, nor a finding of the validity of any
6 claims asserted in the Action or of any wrongdoing or any violation of law.

7 3. Plaintiff, by and through his counsel, has investigated the pertinent facts and has
8 evaluated the risks associated with continued litigation, trial and/or appeal. The Court finds that
9 the Settlement Agreement: (a) is the result of arm's-length negotiations between the Parties and
10 experienced counsel; (b) is sufficient to warrant notice of the settlement and the Final Approval
11 Hearing to be disseminated to the Class; (c) meets all applicable requirements of law.

12 **Conditional Certification of the Class for Settlement Purposes**

13 4. For purposes of settlement only: (a) Moon Law Group, PC is appointed as Class
14 Counsel for the Class; and (b) Plaintiff Cesar Cabrera is appointed Class Representative. The
15 Court finds that these attorneys are competent and capable of exercising the responsibilities of
16 Class Counsel and that Plaintiff will adequately protect the interests of the Class defined below.

17 5. For purposes of settlement only and for purposes of disseminating Class Notice,
18 and without prejudice to Defendant's right to contest class certification if the Settlement
19 Agreement is not finally approved, the Court conditionally certifies the following Class as
20 defined in the Settlement Agreement: "all persons who have been employed by Defendant in
21 California as an hourly-paid, non-exempt employee during the Class Period" and further defines
22 the Class Period as "the period from December 30, 2017 through the date the Court grants
23 Preliminary Approval of the Settlement or to an earlier date at Defendant's election pursuant to
24 [the escalator provision]." Excluded from the Settlement Class are all persons who properly and
25 timely elect to opt out.

26 6. The Court finds, subject to the Final Approval Hearing, that the Settlement
27 Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and
28 for the purposes of settlement only, that the Class that the terms of the Settlement appear to be

1 within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
2 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the class members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant
5 informal discovery, investigation, research, and litigation have been conducted such that counsel
6 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement
7 at this time will avoid substantial costs, delay, and risks that would be presented by the further
8 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of
9 intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court
10 preliminarily finds that the Settlement Agreement was entered into in good faith.

11 7. The Court finds, subject to the Final Approval Hearing, that the Settlement
12 Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and
13 for the purposes of settlement only, that the Class that the terms of the Settlement appear to be
14 within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
15 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
16 reasonable to the class members when balanced against the probable outcome of further litigation
17 relating to class certification, liability and damages issues, and potential appeals; (2) significant
18 informal discovery, investigation, research, and litigation have been conducted such that counsel
19 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement
20 at this time will avoid substantial costs, delay, and risks that would be presented by the further
21 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of
22 intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court
23 preliminarily finds that the Settlement Agreement was entered into in good faith

24 **Class Counsel’s Award and Class Representative’s Service Payment**

25 8. The Court preliminarily approves Class Counsel’s ability to request attorneys’ fees
26 of up to one-third of the Gross Settlement Amount (\$115,500.00), and costs not exceeding
27 \$25,000.00.

28 9. The Court preliminarily approves the requested Class Representative Service

1 Payment of \$7,500.00 to Plaintiff Cesar Cabrera.

2 **Release**

3 10. Upon the final approval by the Court of this Settlement and Defendant's transfer to
4 the Settlement Administrator of all funds due under the terms of the Settlement, and except as to
5 such rights or claims as may be created by this Settlement, the Class Representative and all Class
6 Members who have not submitted a valid and timely request for exclusion as to claims and the
7 PAGA Members will release claims for the respective Class Period and PAGA Period as follows:

8 a. Released Class Claims. "Released Class Claims" Except those subject to Plaintiff's
9 waiver of rights under California Civil Code Section 1542, Plaintiff will release and
10 discharge Released Parties from all claims under state, federal, and local law that
11 were or could have been asserted based on the facts and allegations made in the
12 Action, and Amendments thereto, as to the Class Members including, California
13 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512 (a), 1174(d), 1194,
14 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage
15 Orders, and Business and Professions Code sections 17200, et seq., and including
16 all claims for or related to alleged unpaid wages, overtime or double time wages,
17 minimum wages, regular rate of pay, timely payment of wages, meal periods, and
18 meal period premiums, rest periods and rest period premium, indemnification, wage
19 statements, unfair business practices, as well as all other claims and allegations
20 alleged in the Class Action Complaint ("Operative Complaint") that occurred during
21 the Class Period. Expressly excluded from the release are claims for workers
22 compensation, social security, vested benefits, and claims outside the Released
23 Claims and the Class Period.

24 b. Released PAGA Claims. "Released PAGA Claims" means all claims for civil
25 penalties under the Private Attorneys General Act, Labor Code section 2698 et seq.,
26 that were or could have been asserted based on the facts and allegations and Labor
27 Code sections made in the Operative Complaint and as well as any interest, fees,
28 and costs available under PAGA based on the factual allegations in the Operative

1 Complaint, including but not limited to, California Labor Code sections 201, 202,
2 203, 204, 226(a), 226.7, 510, 512 (a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
3 2802 and California Industrial Commission Wage Orders, including, all PAGA
4 claims for alleged unpaid wages, minimum wages, hours worked, overtime or
5 double time wages, regular rate of pay, timely payment of wages at separation, wage
6 statements, meal periods and meal period premiums, rest breaks and rest break
7 premiums, fees, costs as well as all other PAGA Claims and allegations in the
8 Operative Complaint arising at any time during the PAGA Period. PAGA Class
9 Members may not opt out of Released PAGA Claims.

10 **Notice and Administration**

11 11. The Court approves, as to form, content, and distribution, the Notice plan set forth
12 in the Settlement Agreement, including the Notice of Class Settlement, Opt-Out Form, and
13 Objection Form as set forth in the Settlement Agreement and attached hereto as **Exhibits A, B,**
14 **and C,** respectively, and which shall be translated into Spanish prior to mailing. The Court finds
15 that such Class Notice is reasonable and the best notice practicable under the circumstances, and
16 that the Class Notice complies fully with the requirements of the Federal Rules of Civil
17 Procedure. The Court also finds that the Class Notice constitutes valid, due, and sufficient notice
18 to all persons entitled thereto, and meets the requirements of Due Process. The Court further
19 finds that the Class Notice is reasonably calculated to, under all circumstances, reasonably apprise
20 members of the Class of the pendency of this action, the terms of the Settlement Agreement, and
21 the right to object to the settlement and to exclude themselves from the Class. In addition, the
22 Court finds that no notice other than that specifically identified in the Settlement Agreement is
23 necessary in this Action. The Parties, by agreement, may revise the Notice in ways that are not
24 material, or in ways that are appropriate to update those documents for purposes of accuracy or
25 formatting.

26 12. The Court approves the request for the appointment of ILYM Group, Inc. as
27 Settlement Administrator under the terms of the Settlement Agreement, with reasonable
28 settlement administration expenses estimated not to exceed \$6,350.00.

1 13. Pursuant to the Settlement Agreement, including specifically Paragraph 7.4.2., the
2 Settlement Administrator is directed to send the Class Notice directly by United States first class
3 mail in accordance with the procedures in the Settlement Agreement. The Settlement
4 Administrator shall also establish and maintain a toll-free informational telephone support line to
5 assist the Class Members who have questions regarding the Settlement or Class Notice.

6 **Submission of Requests for Exclusion from Class**

7 14. Any person falling within the definition of the Class may, upon valid and timely
8 request, exclude themselves or “opt out” from the non-PAGA portion of the Settlement. Any
9 such person may do so if, on or before the Response Deadline [45 days after the initial mailing of
10 the Class Notice], they comply with the procedures for submitting a Request for Exclusion as set
11 forth in the Settlement Agreement and Class Notice. Any Class Members so excluded shall
12 neither be bound by the terms of the non-PAGA portion of the Settlement Agreement nor entitled
13 to any of the benefits of such portion.

14 15. Members of the Settlement Class who fail to submit a valid and timely Request for
15 Exclusion shall become a Participating Class Member and shall be bound by all terms of the
16 Settlement Agreement, including those pertaining to the Released Class Claims, as well as any
17 Judgment that may be entered by the Court if it grants final approval of the Settlement. However,
18 irrespective of whether a Class Member submits a Request for Exclusion, upon final approval of
19 the Settlement, all Class Members who are PAGA Members will be issued an Individual PAGA
20 Payment from the PAGA Group Payment and shall be deemed to have released the Released
21 PAGA Claims.

22 16. In the Administrator’s declaration to be filed concurrently with the filing of any
23 motion for final approval, the Administrator shall authenticate a copy of every opt out form
24 received.

25 **Submission of Objections by Class Members**

26 17. Any person falling within the definition of the Class who does not submit a timely
27 and valid Request for Exclusion shall be permitted to object to the Settlement before Final
28 Approval pursuant to the procedures set forth in the Settlement Agreement and Class Notice. To

1 object, a Class Member must do so on or before the Response Deadline [45 days after the initial
2 mailing of the Notice]. Irrespective of whether a notice of objection is submitted, Class Members
3 are entitled to be heard at the Final Approval Hearing.

4 18. If the Court rejects the Class Member's objection, the Class Member will still be
5 bound by all the terms of the Settlement Agreement and the releases.

6 19. In the Administrator's declaration to be filed concurrently with the filing of any
7 motion for final approval, the Administrator shall authenticate a copy of every objection form
8 received.

9 **Funds from Uncashed Settlement Checks to State Controller's Office**

10 20. For any Class Member whose Individual Class Payment check or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, not less than 180 days after
12 the date of mailing the checks, the Administrator shall transmit the funds represented by such
13 checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
14 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
15 Procedure § 384(b).

16 **Final Approval Hearing**

17 21. The Final Approval Hearing shall be held before this Court on 7/2/26,
18 at 8:30 p.m. in 1097 L., to determine: (a) whether the
19 proposed settlement of the Action on the terms and conditions provided for in the Settlement
20 Agreement (including as it may be modified prior to the Final Approval Hearing date) is fair,
21 reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment
22 and order of dismissal with prejudice should be entered; (c) whether to approve the Class Counsel
23 Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel; and (d) whether
24 to approve the payment of the Class Representative Service Payment to the Class Representative.
25 The Court may adjourn the Final Approval Hearing without further notice to members of the
26 Class. The new date of Hearing, if any, shall be published on the Court's docket and on the Class
27 Notice. The Administrator shall give notice to any objecting party of the new date of the Final
28 Approval Hearing, if any.

Implementation Schedule

22. The Court orders the following Implementation Schedule:

<p>Within 21 days after the Preliminary Approval Date</p>	<p>FCP, Inc. to provide the Settlement Administrator the Class Data, including name(s), last known mailing addresses, Social Security numbers, and the number of Covered Class Workweeks, and Covered PAGA Pay Periods.</p>
<p>Within 21 days after receipt of Class Member data from FCP, Inc.</p>	<p>Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. If any Notice of Settlement is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that Settlement Class Member's social security number in an effort to attempt to ascertain the current address of the Settlement Class Member.</p>
<p>Within 3 business days of ascertaining correct address via skip-trace.</p>	<p>Settlement Administrator to re-mail the Notice of Settlement.</p>
<p>45 days within mailing Class Notice</p>	<p>Deadline for Class Members to opt-out or object. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be sixty (60) calendar days after the Settlement Administrator's initial mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the re-mailing, whichever is later.</p>
<p>Deadline to file Motion for Final Approval</p>	<p>March 5, 2026 <i>16 court days before</i> <i>July 2, 2026</i></p>
<p>Final Approval Hearing</p>	<p>March 2, 2026, at 8:30 a.m. in Department 1</p>

Further Matters


23. All further proceedings in the Action are ordered stayed until Final Judgment or

1 termination of the Settlement Agreement, whichever occurs earlier, except for those matters
2 necessary to obtain and/or effectuate final approval of the Settlement Agreement.

3 24. The Court retains jurisdiction to consider all further applications arising out of or
4 connected with the proposed Settlement Agreement. The Court may approve the Settlement, with
5 such modifications as may be agreed to by the Parties, if appropriate, without further notice to the
6 Class.

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8 **IT IS SO ORDERED**

9 Dated: 3/25/26

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12 Honorable Harold W. Hopp

13 Riverside County Superior Court
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EXHIBIT A

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

***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 FCP, Inc. (“FCP”) for alleged wage and hour violations. The Action was filed by a former FCP employee Cesar Cabrera (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly-paid employees (“Class Members”) who worked for FCP during the Class Period (December 30, 2017 to _____, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly-paid employees who worked for FCP during the PAGA Period (December 30, 2020, to _____, 2025). (“Aggrieved Employees”).

Plaintiff and FCP entered into a Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”). The Settlement was attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Representative Action Settlement, which was filed on November 17, 2025.

The proposed Settlement has two main parts: (1) a Class Settlement requiring FCP to fund Individual Class Payments, and (2) a PAGA Settlement requiring FCP to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on FCP’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 FCP’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 FCP’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks 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 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 FCP to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against FCP.

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

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

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against FCP, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

FCP will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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 FCP that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement

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.

The Opt-out Deadline is _____

You cannot opt-out of the PAGA portion of the proposed Settlement. FCP must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). 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.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement

Written Objections Must be Submitted by _____

The Court's Final Approval Hearing is scheduled to take place on **March 27, 2026 at 8:30 a.m.** 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 Participate in the _____
Final Approval Hearing**

You Can Challenge the Calculation of Your Workweeks/Pay Periods

The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to FCP'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.

Written Challenges Must be Submitted by _____

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former FCP employee. The Action accuses FCP of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide e.g., meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC (“Class Counsel.”)

FCP strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether FCP or Plaintiff is correct on the merits. In the meantime, Plaintiff and FCP hired an experienced, neutral mediator Steve Rottman in an effort to resolve the Action by negotiating an end to 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 FCP 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, FCP 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) FCP 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. FCP Will Pay \$350,000 as the Gross Settlement Amount (Gross Settlement). FCP has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. 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 California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, FCP will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. 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 \$ 115,500 (33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 in litigation costs. To date, Class Counsel have worked and incurred expenses on the Action without

payment.

B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$6,350.00 to the Administrator for services administering the Settlement.

D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDAPAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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

4. Taxes Owed on Payments to Class Members. Plaintiff and FCP are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. FCP will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

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 in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against FCP.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against FCP based on the PAGA Period facts alleged in the Action.

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

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

9. Participating Class Members' Release. After the Judgment is final and FCP has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against FCP or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 6.3 of the Settlement Agreement, 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and FCP has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against FCP, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against FCP or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents,

attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. 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 \$5,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period 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 FCP's records, are stated in the first page of this Notice. You have until _____ 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 fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple

statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cesar Cabrera v. FCP, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security 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 _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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 FCP are asking the Court to approve. At least 16 court days before the March 27, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for FCP and sign the objection. Section 9 of this Notice has the Administrator's contact information. Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 27, 2026 at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the 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) either personally or virtually via <https://riverside-courts-ca-gov.zoomgov.com/j/1606384172>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ 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 FCP 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 _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>) and entering the Case Number for the Action, Case No. CVRI2105871.

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

Class Counsel:

Name of Attorney: Kane Moon

Email Address: kmoon@moonlawgroup.com

Name of Firm: Moon Law Group, PC

Mailing Address: 725 S. Figueroa St., Ste. 3100, Los Angeles, CA 90017

Telephone: 213-320-0519

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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 at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

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.

EXHIBIT B



<<PSA ID>>
<<First Last>>
<<Address>>
<<City, State, Zip, Country>>

Name/Address Changes (if any):

OPT-OUT FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment, will not be subject to the terms of the Settlement, and will retain whatever rights you may currently have. However, even if you exclude yourself from the Settlement Class, you will still receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before [REDACTED], 2026.



I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Cesar Cabrera v. FCP, Inc.*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment.

Dated: _____ **Full Name:** _____
Signature: _____

What is the Settlement Administrator's contact information?

Cesar Cabrera v. FCP, Inc.
c/o [Settlement Administrator Name]
[ADDRESS]
[ADDRESS]
[PHONE NUMBER] | [EMAIL]

EXHIBIT C



<<PSA ID>>
<<First Last>>
<<Address>>
<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to object to the Class Settlement. You may also object to the Settlement by making an oral Objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit a Request for Exclusion. If the Court overrules your Objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.

To be valid, your Objection Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Objection Form must be postmarked or have a transmission date on or before [REDACTED], 2026.



I object to the settlement in *Cesar Cabrera v. FCP, Inc.* (Riverside Case No. CVRI2105871) because:

Dated: _____ **Full Name:** _____
Signature: _____

What is the Settlement Administrator's contact information?

Cesar Cabrera v. FCP, Inc.
c/o [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] | [REDACTED]