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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARLOS LOPEZ MENDOZA, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

RUBBERCRAFT CORPORATION OF
CALIFORNIA, LTD., a California
corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No.: 24STCV08809

[Hon. Jerrold Abeles, Dept. 52]

**REVISED ~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Labor Code §
2698, et seq.) Settlement Agreement;
Declaration of Kane Moon; and Declaration of
Carlos Mendoza filed concurrently herewith]

Hearing Date: October 20, 2025

Hearing Time: 8:30 a.m.

Hearing Place: Department 52

Complaint Filed: April 9, 2024

FAC Filed: September 6, 2024

Reservation ID: 454702468147

1 This matter has come before the Honorable Jerrold Abeles, Dept. 52 of the Los Angeles
2 County Superior Court, located at 111 N. Hill St., Los Angeles, CA 90012. Plaintiff Carlos Lopez
3 Mendoza’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Labor Code § 2698,
4 et seq.) Settlement Agreement. This Court reviewed the papers submitted by Plaintiff in support of
5 approval of the Parties’ Private Attorneys General Act (“PAGA”) Settlement Agreement
6 (“Settlement Agreement,” “Settlement,” and “Agreement”) pursuant to Labor Code section 2698,
7 et seq. The Settlement Agreement is attached hereto as Exhibit 1. Based upon this review, and the
8 findings below, the Court finds good cause to enter this Order and Judgment.

9 **FINDINGS:**

10 Unless otherwise specified, defined terms in this Order and Judgment have the same
11 definition as the terms in the Settlement Agreement.

12 The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff,
13 individually and in his capacity as a private attorney general proxy or agent of the State, against
14 Defendant Rubbercraft Corporation of California, Ltd. (“Defendant”).

15 On April 7, 2024, Plaintiff provided written notice to the LWDA and Defendant.

16 On April 9, 2024, Plaintiff filed a Class Action Complaint against Defendant, alleging (1)
17 Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to
18 Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal
19 Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal.
20 Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code §
21 2802); (6) Failure to Time Pay Final Wages at Termination (Cal. Lab. Code §§ 201–203); (7) Failure
22 to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business
23 Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).

24 On September 6, 2024, Plaintiff filed a First Amended Class and Representative Action
25 Complaint (“FAC”), adding a ninth cause of action for Civil Penalties Under the Private Attorneys
26 General Act of 2004 (“PAGA”) (Cal. Lab. Code § 2699, et seq.)

27 On August 9, 2024, the Court dismissed Plaintiff’s Class Action Allegations Pursuant to
28 California Rules of Court Rule 3.770 Without Prejudice (“Request for Dismissal of Class Action

1 Allegations”). On September 6, 2024, the Court signed an order ordering Plaintiff’s individual
2 PAGA claims to be submitted to arbitration. Thus, the only remaining cause of action in the
3 operative complaint is the representative PAGA claim for Civil Penalties under PAGA.

4 Plaintiff and Defendant (collectively, the “Parties”) expressly acknowledge the Settlement
5 Agreement is entered solely for the purpose of compromising the significantly disputed PAGA claim
6 and that nothing contained therein is an admission of liability or wrongdoing by Defendant.

7 The Court finds the Settlement was entered in good faith and that the Parties have satisfied
8 the standards and applicable requirements for approval of a settlement of the PAGA claim.

9 The Court finds, pursuant to Labor Code sections 2699(1)(2) and (1)(4), the LWDA was given
10 timely notice of the Agreement. On July 30, Plaintiff’s Counsel submitted a copy of the executed
11 PAGA Settlement Agreement reached between the Parties to the LWDA.

12 The Court, having reviewed the evidence and papers submitted, and considered any
13 argument of counsel, hereby grants the motion and approves the terms of the settlement as set forth
14 in the Settlement Agreement under Labor Code section 2699(1)(2) as fair, adequate, and reasonable.

15 **IT IS HEREBY ORDERED THAT:**

16 1. The “Aggrieved Employees” are defined as all current and former non-exempt,
17 hourly employees who worked for Defendant within the State of California at any time during the
18 period from April 7, 2023 through September 5, 2025.

19 2. The “Released Parties” means Defendant and all of its past, present, and future,
20 whether direct or indirect, officers, directors, members, managers, executive-level employees,
21 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
22 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers,
23 and all persons acting on their behalf.

24 3. “Settlement Period” or “PAGA Period” means the period from April 7, 2023 up
25 through and including the date that the Court grants approval of the Settlement Agreement.

26 4. Simpluris is hereby appointed as the “Settlement Administrator.”

27 5. Defendant shall pay the Gross Settlement Amount of \$225,000.00 in accordance with
28 the Settlement Agreement.

1 6. The Court approves the requests for attorneys' fees to Moon Law Group, PC
2 ("Plaintiff's Counsel") of \$75,000.00 (1/3 of the Gross Settlement Amount); reimbursement of
3 Plaintiff's Counsel's litigation costs of \$21,121.94; Plaintiff's Service Award of \$7,500.00; and the
4 Settlement Administrator's costs of up to \$4,765.00, all payable from the Gross Settlement Amount.
5 The Court finds the amounts requested are fair and reasonable.

6 7. After deducting the above-mentioned payments, the balance of the settlement
7 amount will be \$116,613.06 (the "PAGA Penalties Fund"). Under the terms of the Settlement
8 Agreement, seventy-five (75%) of the PAGA Penalties Fund (i.e., \$87,459.80) will be paid to the
9 LWDA ("LWDA Net Settlement Amount"), and the remaining twenty-five percent (25%) of the
10 PAGA Penalties Fund (i.e., \$29,153.26) will be paid to the Aggrieved Employees using the formula
11 set forth in the Settlement Agreement.

12 8. The Court authorizes the Settlement Administrator to calculate and pay the
13 Aggrieved Employees in accordance with the terms set forth in the Settlement.

14 9. Within twenty-one (21) days after entry of the Order and Judgment, Defendant will
15 provide the Settlement Administrator with a complete list of all Aggrieved Employees ("Aggrieved
16 Employees List").

17 10. Within sixty (60) days after entry of the Order and Judgment, Defendant will deposit
18 the Gross Settlement Amount into the qualified settlement fund ("QSF") to be established by the
19 Settlement Administrator.

20 11. Within fourteen (14) calendar days after the full funding of the Settlement, the
21 Settlement Administrator will issue payments to: (a) the Aggrieved Employees; (b) the Labor and
22 Workforce Development Agency; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement
23 Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA
24 Penalties Fund. Prior to mailing, the Settlement Administrator will perform a search using the
25 National Change of Address Database and update and/or correct the Aggrieved Employees' mailing
26 addresses consistent with any known or identifiable address changes. Any checks returned as non-
27 deliverable on or before the check cashing deadline will be sent within ten (10) days via regular
28 First-Class U.S. Mail, to the forwarding address affixed thereto. If no forwarding address is

1 provided, the Settlement Administrator will promptly attempt to determine the correct address using
2 a skip-trace or other search using the name, address or Social Security number of the Aggrieved
3 Employee involved, and will then perform a single re-mailing.

4 12. Checks will remain negotiable for 180 days. The value of Settlement checks
5 uncashed more than 180 days after issuance shall be paid to the Office of the California State
6 Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved
7 Employees. Settlement payments to Aggrieved Employees (i) are considered penalties and will not
8 be subject to any local, state, or federal tax withholdings and (ii) will be treated as miscellaneous
9 income for which the Settlement Administrator shall issue IRS Form 1099.

10 13. Upon the Effective Date and subject to Defendant's full payment of the Gross
11 Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved
12 Employees, and the State of California, fully release and discharge Defendant and all of its past,
13 present and future, whether direct or indirect, officers, directors, members, managers, executive-
14 level employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
15 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
16 assigns, and joint venturers, and all persons acting on their behalf (collectively, "Released Parties")
17 from any and all claims, rights, demands, liabilities, and causes of action of every nature and
18 description under PAGA, which were alleged or which could have been alleged based on the facts
19 asserted in the operative complaint in the Action and/or in Plaintiff's PAGA notice to the LWDA
20 dated April 7, 2024 ("PAGA Released Claims") that accrued during the Settlement Period, including
21 without limitation, claims for failure to pay all wages, including overtime, due and owing during
22 employment, failure to provide all meal periods or premium compensation in lieu thereof, failure to
23 authorize and permit all rest breaks or provide premium compensation in lieu thereof, failure to
24 provide one day's rest in seven, failure to pay reporting time pay, failure to reimburse all necessary
25 business expenses, failure to timely pay all wages during employment and due upon separation of
26 employment, failure to issue complete and accurate wage statements, and for violations of and/or
27 claims based on California Labor Code §§ 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a),
28 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, 6403, the corresponding

1 provisions of the applicable California Industrial Welfare Commission (IWC) Wage Order, and all
2 claims for attorneys' fees and costs in connection therewith. The Aggrieved Employees' PAGA
3 Released Claims include all such claims, whether known or unknown by the releasing party. Thus,
4 even if an Aggrieved Employee discovers facts in addition to or different from those that they now
5 know or believe to be true with respect to the subject matter of the Aggrieved Employees' PAGA
6 Released Claims (i.e., the claims brought in Plaintiff's operative complaint in the Action or that
7 could have been brought based on the facts therein), those claims will remain released and forever
8 barred. Therefore, solely with respect to those PAGA Released Claims, Plaintiff, the Aggrieved
9 Employees, and the State of California expressly waive and relinquish the provisions, rights and
10 benefits of California Civil Code section 1542, which provides: A GENERAL RELEASE DOES
11 NOT EXTEND TO CLAIMS THAT THE RELEASING PART DOES NOT KNOW OR SUSPECT
12 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
13 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
14 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

15 14. Upon the Effective Date and subject to Defendant's full payment of the Gross
16 Settlement Amount, Plaintiff shall be deemed to have fully, finally, and forever released the
17 Released Parties from any and all claims, obligations, demands, actions, rights, causes of action,
18 and liabilities against the Released Parties, of whatever kind and nature, character, and description,
19 whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute,
20 ordinance, regulation, common law, or other source of law, whether known or unknown, and whether
21 anticipated or unanticipated, including unknown claims covered by Civil Code section 1542, arising
22 through the date of Plaintiff's execution of the Agreement, for any type of relief, including, without
23 limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive
24 damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims
25 include, but are not limited to, the PAGA Released Claims, the claims asserted in the Arbitration,
26 and any other claims under any provision of the California Labor Code or any applicable California
27 IWC Wage Orders, and claims under local, state, or federal discrimination statutes, including,
28 without limitation, the California Fair Employment and Housing Act, California Government Code

1 §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*, the California
2 Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans
3 with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of
4 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive
5 guidelines ("Plaintiff Released Claims"). With respect to the Plaintiff Released Claims described
6 in Section 18(b) of the Settlement Agreement, Plaintiff shall be deemed to have expressly waived
7 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may
8 otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as
9 follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE RELEASING
10 PART DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME
11 OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
12 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR
13 RELEASED PARTY. Notwithstanding Section 1542, Plaintiff understands and agrees that the
14 Settlement Agreement shall act as a release of all future claims that may arise from Plaintiff's
15 employment or separation from employment with Defendant, or any other matters that existed
16 between Plaintiff and the Released Parties up to the date of the Settlement Agreement, whether such
17 claims are currently known or unknown, and that Plaintiff intentionally waives any rights he may
18 have under the provisions of Section 1542, as well as under any other statutes or common law
19 principles of similar effect in the State of California or any other state. Plaintiff understands and
20 agrees that the Settlement Agreement and the general release set forth in Section 18(b) thereof shall
21 remain in full force and effect even if the full amount of the Service Award sought by Plaintiff is
22 not ultimately awarded by the Court.

23 15. Defendant shall have the right to enforce the releases set forth in the Agreement as
24 to Plaintiff and Aggrieved Employees, and the LWDA, as applicable, without regard to their receipt
25 of their share of the PAGA Penalties Fund, and prior to fully funding the Gross Settlement Amount,
26 so long as Defendant has complied with the procedures set forth in the Settlement Agreement
27 relating to the funding of the Gross Settlement Amount as of the time it seeks to enforce a release.

28 16. The Parties intend that the releases detailed in Section 18 of the Settlement

1 Agreement be construed as broadly as is permissible by law. Aggrieved Employees, not including
2 Plaintiff, do not release claims not covered by the release set forth in Section 18(a). Plaintiff does
3 not release claims not covered by the release set forth in Section 18(b). Plaintiff and the Aggrieved
4 Employees also do not release claims that cannot be waived by law.

5 17. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved Employees will
6 be forever barred from pursuing against the Released Parties any and all Settled Claims during the
7 Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released
8 any individual wage and hour claims by virtue of the Settlement.

9 18. No Aggrieved Employee has the right to exclude himself or herself from the
10 Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon
11 its approval by the Court, regardless of whether they cash any payment received as a result of the
12 Settlement. No Aggrieved Employee has the right to object to the terms of the Settlement
13 Agreement.

14 19. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing
15 jurisdiction over this matter and the Parties to the fullest extent necessary to enforce and effectuate
16 the terms and intent of the Settlement Agreement.

17 20. Nothing in this Order and Judgment or Settlement Agreement shall be construed as
18 evidence of an admission or concession by any of the Parties. This Order and Judgment and
19 Settlement Agreement simply represent a compromise of significantly disputed allegations.

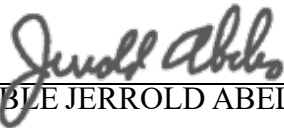
20 21. Within ten (10) days of entry of this Order and Judgment, Plaintiff shall provide a
21 copy of this Order and Judgment to the LWDA, pursuant to Labor Code section 2699(s)(3) and
22 (s)(4). / Status Conference
^

23 22. The Court sets a Compliance Hearing for October 27, 2026 at 8:30 a.m., in
24 Department 52. At least five (5) court days before this date, Plaintiff shall file a compliance status
25 report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify
26 the total amount paid to Aggrieved Employees and the residual of the unclaimed settlement funds
27 that will be paid to the Office of the California State Controller – Unclaimed Property Fund pursuant
28 to Section 23 of the Settlement Agreement.

1 23. Upon the Court's approval of the Settlement Agreement and payment of all sums
2 required by the Settlement Agreement, Plaintiff shall file a request for dismissal of this matter in its
3 entirety as to Defendant with prejudice following the Court's review regarding compliance.

4 **IT IS SO ORDERED.**

5
6 DATED: October 28, 2025

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9 _____
HONORABLE JERROLD ABELES
JUDGE OF THE SUPERIOR COURT

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017. On the date indicated below, I served the foregoing document(s) described below on all interested parties by the method described below:

**REVISED [PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT**

SERVICE LIST:

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SERVICE METHOD:

[X] BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **October 21, 2025** at Los Angeles, California.

Alex Ward

Type or Print Name

/s/ Alex Ward
Signature