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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 14 2026

D. Board *DB*

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JUL 15 2026 *DB*

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

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

12 **Plaintiff,**

13
14 **v.**

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

17 **Defendants.**

Case No.: CVRI2105871

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
JUDGMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff Cabrera, and the Declaration of
Amanda Howard]*

FINAL APPROVAL HEARING:

Date: July 9, 2026
Time: 8:30 a.m.
Dept.: 1
Judge: Hon. Harold W. Hopp

Action Filed: December 30, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 On March 26, 2026, the Court entered an Order granting Plaintiff's Motion for Preliminary
3 Approval of Class and PAGA Action Settlement, conditional class certification, and approval of the
4 Class Notice, and setting a Final Approval Hearing (the "Preliminary Approval Order"), thereby
5 preliminarily approving a settlement of the above-entitled action (the "Action") that was reached
6 between Plaintiff Cesar Cabrera ("Plaintiff") and Defendant FCP, Inc. ("Defendant,") (together with
7 Plaintiff, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement
8 Agreement and Class Notice (the "Settlement"). The Settlement was attached as Exhibit 1 to the
9 Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and
10 PAGA Representative Action Settlement that was filed on November 17, 2025, and which, together
11 with the exhibits referenced and annexed thereto, set forth the terms and conditions for settlement of
12 the Action. The Court now has before it a Proposed Final Order and Judgment to finally approve the
13 Settlement.

14 Due and adequate notice having been given to Class Members, and the Court having reviewed
15 the Settlement Agreement and duly considered Plaintiff's Motion for Final Approval of Class and
16 PAGA Representative Action Settlement, the supporting declarations and exhibits thereto, all other
17 papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good
18 cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. The Court, for purposes of this Final Order and Judgment, refers to all terms and
21 definitions as set forth in the Settlement.

22 2. Plaintiff's Motion for Final Approval of Class and PAGA Representative Action
23 Settlement, including a motion for payment of the Class Counsel Fees Payment and Litigation
24 Expenses Payment, Class Representative Service Payment, Administrator Expenses Payment, and
25 PAGA Penalties (collectively "Motion for Final Approval"), and whether the Settlement should be
26 finally approved as fair, reasonable, and adequate as to Class Members, came before Department 1
27 of this Court, the Honorable Harold W. Hopp presiding, on July 2, 2026.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the amount offered in the
7 Settlement; the extent of investigation and discovery completed; and the experience and views of
8 Class Counsel. The Court has further considered the absence of objections and requests for exclusion
9 from the Settlement by Class Members. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion
10 for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the "Settlement
12 Class"): all persons who have been employed by Defendant in California as an hourly-paid, non-
13 exempt employee during the Class Period. The Class Period means the period from December 30,
14 2017, to June 23, 2025.

15 5. Notwithstanding the submission of no timely Request for Exclusion, both
16 Participating and Non-Participating Class Members are still bound by the settlement and release of
17 the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*
18 (2009) 46 Cal. 4th 969, as requests to be excluded from the Settlement do not apply to the Released
19 PAGA Claims.

20 6. The Released PAGA Claims shall bind the following individuals ("Aggrieved
21 Employee"): all persons employed by Defendant in California and classified as an hourly-paid,
22 non-exempt employee during the PAGA Period. The PAGA Period means the period from
23 December 30, 2020, to June 23, 2025.

24 7. The Court finds that Plaintiff exhausted all administrative remedies required to bring
25 the PAGA claims asserted in this Action and is authorized to act as a private attorney general with
26 respect to the Released PAGA Claims being released under the Settlement. The Court further finds
27 that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
28 Development Agency ("LWDA") has been given timely notice of the Settlement, has not objected,

1 and is therefore bound by this Final Approval Order.

2 8. The deadline to request exclusion from or to submit written objections to the
3 Settlement was June 26, 2026. There was no complete, valid, and timely requests for exclusion
4 received. Accordingly, no individual is excluded from the Class, and 188 Class Members remain in
5 the Class.

6 9. All Class Members who did not request exclusion from the Class had an opportunity
7 to object to the Settlement. No written objections were received.

8 10. A full opportunity has been afforded to Class Members to participate in the Final
9 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
10 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
11 themselves from the Settlement or object to the Settlement. No Class Members appeared at the Final
12 Approval Hearing to present any objections. Accordingly, the Court determines that all Class
13 Members who did not request exclusion from the Settlement (“Participating Class Members”) are
14 bound by this Final Order and Judgment.

15 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
16 Court Approval (the “Class Notice”), which was attached to the Preliminary Approval Order as
17 Exhibit A and provided to the Class pursuant to the plan for distribution described under the
18 Settlement Agreement, conformed with the requirements of California Rules of Court 3.766 and
19 3.769, and constituted the best notice practicable under the circumstances, by providing individual
20 and adequate notice of the proceedings and of the matters set forth therein to Class Members. The
21 Class Notice fully satisfied the requirements of due process and provided the Class Members with
22 adequate instructions and a variety of means to obtain additional information.

23 12. Release of Claims: Upon the final approval by the Court of this Settlement and
24 Defendant’s transfer to the Settlement Administrator of all. Funds due under the terms of the
25 Settlement, and except as to such rights or claims as may be created by this Settlement, the Class
26 Representative and all Class Members who have not submitted a valid and timely request for
27 exclusion as to claims and the PAGA Members will release claims for the respective Class period
28 and PAGA Period as follows::

1 a. Released Class Claims. Except those subject to Plaintiff's waiver of rights under
2 California Civil Code Section 1542, Plaintiff will release and discharge Released Parties
3 from all claims under state, federal, and local law that were or could have been asserted
4 based on the facts and allegations made in the Action, and Amendments thereto, as to the
5 Class Members including, California Labor Code sections 201, 202, 203, 204, 226(a),
6 226.7, 510, 512 (a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial
7 Welfare Commission Wage Orders, and Business and Professions Code sections 17200, *et*
8 *seq.*, and including all claims for or related to alleged unpaid wages, overtime or double
9 time wages, minimum wages, regular rate of pay, timely payment of wages, meal periods,
10 and meal period premiums, rest periods and rest period premium, indemnification, wage
11 statements, unfair business practices, as well as all other claims and allegations alleged in
12 the Class Action Complaint ("Operative Complaint") that occurred during the Class Period.
13 (Settlement, ¶ 5.1) Expressly excluded from the release are claims for workers
14 compensation, social security, vested benefits, and claims outside the Released Claims and
15 the Class Period. (*Id.*)

16 b. Released PAGA Claims. "Released PAGA Claims" means all claims for civil penalties
17 under the Private Attorneys General Act, Labor Code section 2698 *et seq.*, that were or
18 could have been asserted based on the facts and allegations and Labor Code sections made
19 in the Operative Complaint and as well as any interest, fees, and costs available under
20 PAGA based on the factual allegations in the Operative Complaint, including but not
21 limited to, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512 (a),
22 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and California Industrial Commission
23 Wage Orders, including, all PAGA claims for alleged unpaid wages, minimum wages,
24 hours worked, overtime or double time wages, regular rate of pay, timely payment of wages
25 at separation, wage statements, meal periods and meal period premiums, rest breaks and
26 rest break premiums, fees, costs as well as all other PAGA Claims and allegations in the
27 Operative Complaint arising at any time during the PAGA Period. PAGA Class Members
28 may not opt out of Released PAGA Claims. (Settlement, ¶ 5.2.)

1 13. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
4 the methodology used to calculate Individual Settlement Payments to Participating Class Members
5 and Individual PAGA Payments to Aggrieved Employees are fair and reasonable. The Court thus
6 authorizes the Administrator to pay settlement allocations in accordance with the terms of the
7 Settlement.

8 15. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
9 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
10 Administrator no later than thirty (30) days after the Effective Date. Within fourteen (14) calendar
11 days after Defendant funds the Gross Settlement Amount and employer payroll taxes, the
12 Administrator shall issue and mail checks for all Individual Class Payments, all Individual PAGA
13 Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment and Class Litigation
14 Expenses Payment, the Administration Expenses Payment, and the Class Representative Service
15 Payment. The Settlement Administrator will also undertake filings and remittances in connection
16 with the employee's share of taxes on the wages portion of Individual Settlement Shares and the
17 Employer Taxes, that are necessary for administration of the Settlement.

18 16. Any envelope transmitting a settlement distribution to a Class Member shall bear the
19 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any settlement
20 distribution check shall be negotiable for at least 90 days but not more than 180 days from the date
21 of mailing. The Administrator shall mail a reminder postcard to any Class Member whose settlement
22 distribution check has not been negotiated within 60 days after the date of mailing. If any of the Class
23 Members are current employees of Defendant and those Class Members' mailed distribution is
24 returned to the Administrator as being undeliverable, and if the Administrator is unable to locate a
25 valid mailing address, the Administrator shall arrange with Defendant to have those distributions
26 delivered to those Class Members at their place of employment.

27 17. A total amount of \$20,000.00 shall be allocated to resolution of the Released PAGA
28 Claims under the Private Attorneys General Act of 2004 ("PAGA") and distributed as follows: 25%

1 (\$5,000.00) to the Aggrieved Employees and 75% (\$15,000.00) to the LWDA.

2 18. The Court confirms the appointment of Plaintiff as the Class Representative, for
3 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive under the
4 Settlement as a Class Member, the Court approves and orders Class Representative Service Payment
5 in the amount of \$7,500.00 to Plaintiff for his contributions and participating in the litigation, and for
6 the risks assumed therefore.

7 19. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
8 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
9 apparent conflicts of interest with Plaintiff or other Class Members, and have adequately represented
10 Class interests. The Court approves and orders the payment to Class Counsel from the Gross
11 Settlement Amount for reasonable attorneys' fees of not more than 33% or \$115,500.00 of the Gross
12 Settlement Amount, as well as \$25,000.00 for reimbursement of litigation costs actually incurred.
13 The Court finds that the fees and costs amounts are reasonable in light of the benefits provided to the
14 Class.

15 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
16 has fulfilled its initial notice and reporting duties owed under the Settlement Agreement. The Court
17 approves and orders the payment of \$6,350.00 from the Gross Settlement Amount to the
18 Administrator for the costs of settlement administration.

19 21. The Court further orders that any funds remaining from uncashed settlement checks
20 after expiration of the applicable check-cashing period shall be distributed to Cystic Fibrosis
21 Foundation of Orange County as the *cy pres* recipient. The Court finds that distribution of such
22 residual funds to Cystic Fibrosis Foundation of Orange County is appropriate and consistent with
23 applicable law.

24 22. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
25 Judgment will be given to the Class by the Administrator, who will post the Final Order and
26 Judgment on a website maintained by the Administrator, the address of which was provided to
27 Class Members in the Class Notice, for a period of not less than 90 calendar days after entry

28 23. This Final Order and Judgment is intended to be a final disposition of the Action in

1 its entirety and is intended to be immediately appealable.

2 24. The obligations set forth in the Settlement are deemed part of this Final Order and
3 Judgment, and the Parties are ordered to carry out the Settlement according to its terms and
4 provisions.

5 25. Following entry of this Final Order and Judgment, and without affecting the finality
6 thereof, the Court shall have continuing jurisdiction pursuant to Rule 3.769 of the California Rules
7 of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing:
8 (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration
9 matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth
10 in the Settlement.

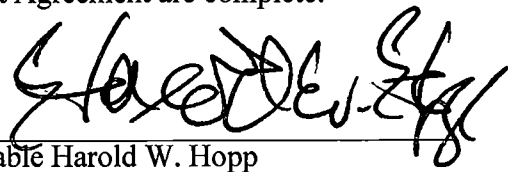
11 26. The Settlement is finally approved but is not an admission by Defendant of the
12 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
13 law. Neither the Settlement nor any related document shall be offered or received in evidence in
14 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
15 necessary to consummate or enforce the Settlement.

16 27. The Court sets a Final Report (Nonappearance) Hearing on July 9, 2027 at 8:30 a.m.
17 in Department 1. Class Counsel are ordered to file a final report and declaration by the
18 Administrator regarding settlement distribution no later than 5 court days of the Hearing. No
19 appearance is required at the Hearing if the Administrator's declaration filed prior to the hearing
20 reports that all the distributions under the Settlement Agreement are complete.

21 **IT IS SO ORDERED AND ADJUDGED.**

22 DATE:

July 14, 2026


Honorable Harold W. Hopp
Judge of the Superior Court, Riverside County

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)v
3)
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **July 10, 2026**, I served the foregoing document described as:

8 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA**
9 **ACTION SETTLEMENT AND JUDGMENT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed
11 as follows :

12 Ryan H. Nell (SBN 284648)
13 rnell@pettitkohn.com
14 Michelle Perez-Yanez (SBN 330305)
15 mperezyanez@pettitkohn.com
16 Nhung Lien
17 nlien@PettitKohn.com
18 Rik Britton
19 rbritton@PettitKohn.com
20 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**
21 11622 El Camino Real, Suite 300
22 San Diego, CA 92130
23 Telephone: (858) 755-8500
24 Facsimile: (858) 755-8504

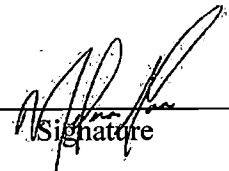
25 ***Attorneys for Defendant***

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

29 X (State) I declare under penalty of perjury under the laws of the State of California
30 that the above is true and correct.

31 Executed on **July 10, 2026**, at Los Angeles, California.

32 Helena Maa
33 Name

34 
35 Signature