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**FILED**  
Superior Court of California  
County of Los Angeles

03/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By:           A. Rosas           Deputy

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

JOSE BARAJAS on behalf of himself,  
all others similarly situated, and on  
behalf of the general public,  
  
Plaintiffs,  
  
v.  
  
BENNETT ENTERPRISES, A  
CALIFORNIA LANDSCAPE  
CONTRACTING CORPORATION; and  
DOES 1-100,  
  
Defendants.

Case No. 24STCV12791

*[Assigned for All Purposes to the  
Hon. Carolyn B. Kuhl; Dept. 12]*

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF JOSE BARAJAS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS AND PAGA ACTION  
SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF CLASS  
NOTICE, SETTING OF FINAL  
APPROVAL HEARING DATE**

Date: March 16, 2026  
Time: 10:30 am

Complaint Filed: May 21, 2024  
Trial Date: None Set

1       **I.    RECITALS**

2           This action is currently pending before this Court as a putative class action and  
3 representative action (the “Action”). Plaintiff Jose Barajas has applied to this Court for an order  
4 preliminarily approving the settlement of the Action in accordance with the Class Action and  
5 PAGA Settlement Agreement and Class Notice (the “Agreement”), which together with the exhibit  
6 annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of  
7 judgment upon the terms and conditions set forth therein. The Court has read and considered the  
8 Memorandum of Points and Authorities in support of Plaintiff’s Motion for Preliminary Approval  
9 of Class and PAGA Action Settlement, Conditional Certification, Approval of Class Notice,  
10 Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of  
11 this Order, the Court adopts all defined terms as set forth in the Agreement.

12       **II.   FINDINGS**

13           After review and consideration of the Agreement and Plaintiff’s motion for preliminary  
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15           1.       The Agreement falls within the range of reasonableness meriting possible final  
16 approval.

17           2.       The certification of the Class solely for purposes of settlement is appropriate in that:  
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is  
19 impracticable; (2) there are questions of law and fact common to the Class which predominate  
20 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)  
21 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the  
22 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures  
23 is superior to other available methods for the fair and efficient adjudication of the controversy.

24           3.       The Agreement, and the obligations of the Parties as set forth therein, is fair,  
25 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in  
26 light of the factual, legal, practical, and procedural considerations raised by this case.

27           4.       Plaintiff does not have any conflicts that would preclude him from serving as Class  
28 Representative, and his appointment comports with the requirements of due process.

1           5.       Class Counsel does not have any conflicts that would preclude them from acting as  
2 Class Counsel, and they meet the requirements for appointment as Class Counsel and the  
3 requirements of due process.

4           6.       The notice of proposed class action settlement attached as **Exhibit A** hereto  
5 complies with due process because the notice of proposed class action settlement is reasonably  
6 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the  
7 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,  
8 exclude themselves from the settlement, or object to the settlement. Plaintiff’s proposed plan for  
9 class notice and settlement administration is the best notice practicable under the circumstances.

10 **III.   ORDER**

11           The Court having considered the papers submitted in support of the motion for preliminary  
12 approval, HEREBY ORDERS THE FOLLOWING:

13           1.       The Court finds on a preliminary basis that the provisions of the Agreement are  
14 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

15           2.       The following Class is conditionally certified for purposes of settlement only: “All  
16 individuals who currently or formerly worked for Bennett as an hourly non-exempt employee, as  
17 a landscaper or in a similar job position, in California, at any time during the period of May 21,  
18 2020, through November 22, 2025.”

19           3.       The Agreement provides for the following release as to Participating Class  
20 Members,<sup>1</sup> which is hereby approved conditionally: “All Participating Class Members, on behalf  
21 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
22 administrators, successors and assigns, release Released Parties from (i) all claims that were  
23 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the  
24 Operative Complaint, including, e.g., claims for failure to pay straight and overtime wages, failure  
25 to provide meal periods, rest breaks, and recovery periods, failure to provide accurate wage  
26 statements, failure to pay final wages, and failure to provide expense reimbursement. The release

27 \_\_\_\_\_  
28 <sup>1</sup> A Participating Class Member is a Class Member who does not submit a valid and timely Request  
for Exclusion from the Settlement .

1 granted herein includes claims arising under the Labor Code and any other claims based on other  
2 state or federal statute or Wage Order provisions reasonably arising from the same factual  
3 allegations asserted in the Operative Complaint. Except as set forth in Section 5.3 of this  
4 Agreement, Participating Class Members do not release any other claims, including claims for  
5 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
6 unemployment insurance, disability, social security, workers' compensation or claims based on  
7 facts occurring outside the Class Period." The Class Period is May 21, 2020, through November  
8 22, 2025.

9 4. This settlement also releases claims under the Private Attorneys General Act of  
10 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: "All  
11 individuals who currently or formerly worked for Bennett as an hourly non-exempt employee, as  
12 a landscaper or in a similar job position, in California, at any time during the period of May 3,  
13 2023, through November 22, 2025." Aggrieved Employees may not request to be excluded from  
14 the PAGA portion of the settlement, including the Released PAGA Claims. All Aggrieved  
15 Employees will receive a portion of the PAGA Payment.

16 5. The Agreement provides for the following release as to Aggrieved Employees,  
17 which is hereby approved conditionally: "All Non-Participating Class Members who are  
18 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
19 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the  
20 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have  
21 been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA  
22 Notice submitted by Plaintiff on May 4, 2024, including, e.g., claims for failure to pay straight and  
23 overtime wages, failure to provide meal periods, rest breaks, and recovery periods, failure to  
24 provide accurate wage statements, failure to pay final wages, and failure to provide expense  
25 reimbursement. This release will be for the PAGA Period." The PAGA Period is May 3, 2023,  
26 through November 22, 2025.

27 6. The settlement appears to be fair, adequate and reasonable to the Class. The  
28 settlement falls within the range of reasonableness and appears to be presumptively valid, subject

1 only to any objections that may be raised at the final approval hearing and final approval by this  
2 Court.

3 7. Plaintiff Jose Barajas is conditionally approved as the Class Representative for the  
4 Class.

5 8. The Court acknowledges the request for an incentive payment of \$10,000 to  
6 Plaintiff Jose Barajas for his service as class representative which will be decided at the time of  
7 Final Approval.

8 9. Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are  
9 conditionally approved as Class Counsel for the Class.

10 10. The Court acknowledges the request for awards of up to \$166,666 in attorneys' fees  
11 and up to \$25,000 in actual costs payable to Class Counsel which will be decided at the time of  
12 Final Approval.

13 11. A final approval hearing on the question of whether the settlement, attorneys' fees  
14 and costs to Class Counsel, and the Class Representative Service Payment should be finally  
15 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 6 on  
16 the date and time set forth in the Implementation Schedule below.

17 12. The Court confirms APEX as the Settlement Administrator.

18 13. The proposed payment of up to \$20,000 in costs to APEX for its services as the  
19 Settlement Administrator is conditionally approved.

20 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of  
21 \$25,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%  
22 of which shall be distributable to PAGA Aggrieved Employees).

23 15. The Court approves, as to form and content, the Court Approved Notice of Class  
24 Action Settlement and Hearing Date for Final Court Approval in substantially the form attached  
25 as **Exhibit A** hereto. The Court approves the procedure for Class Members to participate in, to opt  
26 out of, and to object to, the settlement as set forth in the notice.

27 16. The Court directs the mailing of the notice of class action settlement by first class  
28 mail to Class Members in English and Spanish languages in accordance with the Implementation

Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

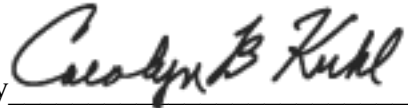
**IV. IMPLEMENTATION SCHEDULE**

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator:	15 days after the date of this Order
Deadline for Settlement Administrator to Mail Class Notices to Class Members	14 days after receipt of the Class Data
Deadline for Settlement Administrator to Set Up Settlement Website	14 days after receipt of the Class Data
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	60 days after mailing of the Class Notices
Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion, Objections, or Disputes	14 Days after Response Deadline
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the final approval hearing
Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the final approval hearing
Final Approval Hearing and Final Approval	Aug. 6, 2026 at 10:30 am 2026, at ___:00 __.m.

**IT IS SO ORDERED.**

Dated: 03/16/2026, 2026

By   
 Honorable Carolyn B. Kuhl  
 Los Angeles Superior Court Judge

# EXHIBIT A

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

*Jose Barajas v. Bennett Enterprises*  
Los Angeles County Superior Court, Case No. 24STCV12791

***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 Bennett Enterprises (“Bennett”) for alleged wage-and-hour violations. The Action was filed by a former Bennett employee Jose Barajas (“Plaintiff”) and seeks payment of (1) wages and penalties for a class of hourly, non-exempt employees who worked as a landscaper or in a similar job position, in California, at any time for Bennett, (“Class Members”) during the Class Period of May 21, 2020, to [the date the Court grants preliminary approval or November 22, 2025, whichever is earlier]; and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all hourly, non-exempt employees who worked as a landscaper or in a similar job position, in California, at any time for Bennett, (“Aggrieved Employees”) during the PAGA Period (May 3, 2023, to [the date the Court grants preliminary approval or November 22, 2025, whichever is earlier]).

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

Based on Bennett’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholdings) 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 Bennett’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Bennett’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 Bennett to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Bennett.

If you worked for Bennett 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 Bennett.

(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 Bennett, 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.

**Bennett 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**

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>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 Bennett that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></p>	<p>If you do not 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. <i>See Section 6</i> of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Bennett must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by _____</b></p>	<p>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. <i>See Section 7</i> of this Notice.</p>

<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You do not 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. <i>See Section 8</i> of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted</b></p> <p>_____</p>	<p>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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Bennett’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. <i>See Section 4</i> of this Notice.</p>

**1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former Bennett employee. The Action accuses Bennett of violating California wage-and-hour laws by failing to pay all straight time and overtime wages, failing to pay all wages due upon termination, failing to pay for reimbursable expenses, failing to provide lawful meal periods, rest breaks, and recovery periods, and failing to provide 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 (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Mara and Jill Vecchi of Mara Law Firm, PC, and Colette Mahon of Lawyers for Employee and Consumer Rights (“Class Counsel.”)

Bennett 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 Bennett or Plaintiff is correct on the merits. In the meantime, Plaintiff and Bennett hired an experienced, neutral mediator 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 Bennett have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Bennett 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) Bennett 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.

## 1. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Bennett Will Pay \$500,000 as the Gross Settlement Amount (the “Gross Settlement”). Bennett 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 attorneys’ fees and expenses, the Administrator’s expenses, and civil penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Bennett will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes 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 the 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 \$166,666 [one-third of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$10,000 as a Class Representative Award to Plaintiff 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 \$20,000 to the Administrator for services administering the Settlement.
  - D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA 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 Bennett are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Bennett 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 Bennett 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 monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 **RESPONSE DEADLINE** ("Response Deadline"), that you wish to opt-out of the Class Settlement. The easiest way to notify the Administrator of your decision to opt-out of the Class Settlement is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be presented in the form of a letter from a Class Member or his/her/their 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 Bennett.

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 rights to assert PAGA claims against Bennett 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. Plaintiff and Bennett have agreed that, in either case, the Settlement will be void: Bennett would not pay any money as part of this Action and Class Members would not release any claims against Bennett.
8. Administrator. The Court has appointed a neutral company, APEX (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 (as necessary) 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, below.

9. Participating Class Members' Release. After the Judgment is final and Bennett 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 Bennett or related entities for any wage-and-hour claims 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, including, e.g., claims for failure to pay straight and overtime wages, failure to provide meal periods, rest breaks, and recovery periods, failure to provide accurate wage statements, failure to pay final wages, and failure to provide expense reimbursement. The release granted herein includes claims arising under the Labor Code and any other claims based on other state or federal statute or Wage Order provisions reasonably arising from the same factual allegations asserted in the Operative Complaint. Except as set forth in Section 5.3 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 Bennett has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Bennett, 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 Bennett 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 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 submitted by Plaintiff on May 4, 2024, including, e.g., claims for failure to pay straight and overtime wages, failure to provide meal periods, rest breaks, and recovery periods, failure to provide accurate wage statements, failure to pay final wages, and failure to provide expense reimbursement. This release will be for the PAGA Period.

#### **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 \$6,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA 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 Bennett'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 Bennett's calculation of Workweeks and/or Pay Periods based on Bennett'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 Bennett'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 does not 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 Class Settlement. The Administrator will exclude you from the Class Settlement based on any writing communicating your request that you want to be excluded. Be sure to personally sign your request, identify the Action as *Barajas v. Bennett Enterprises* (Case No. 24STCV12791), 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 [RESPONSE DEADLINE], 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 Bennett are asking the Court to approve. At least 16 court days before the [INSERT DATE] 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 [ADMINISTRATOR WEBSITE] or the Court's website ([lacourt.ca.gov](http://lacourt.ca.gov)).

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 [RESPONSE DEADLINE].** 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 as *Barajas v. Bennett Enterprises* (Case No. 24STCV12791) and include your name, current address, telephone number and approximate dates of employment for Bennett 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 his/her 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 [DATE] at [TIME] in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible that the Court will reschedule the Final Approval Hearing. You should check the Court's website or 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 Bennett 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 Settlement Administrator's website at [\(url\)](#).

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.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 24STCV12791. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: David Mara and Jill Vecchi

Email Address: [dmara@maralawfirm.com](mailto:dmara@maralawfirm.com) and [jvecchi@maralawfirm.com](mailto:jvecchi@maralawfirm.com)

Name of Firm: Mara Law Firm, PC

Mailing Address: 3160 Camino Del Rio South, Suite 207, San Diego, CA 92108

Telephone: (619) 234-2833

Settlement Administrator:

Name of Company: APEX

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 Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To ensure that you receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.