

Electronically Received 01/20/2026 12:22 PM

FILED
Superior Court of California
County of Sacramento
03/10/2026
T. Shaddix, Deputy

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Kailani Humeston (SBN 351988)
E-mail: khumeston@moonlawgroup.com
5 Amy Truong (SBN 358352)
E-mail: atruong@moonlawgroup.com

6 **MOON LAW GROUP, PC**
7 725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
8 Telephone: (213) 232-3128
9 Facsimile: (213) 232-3125

10 Attorneys for Plaintiff Jose E. Mora, Jr.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13 JOSE E. MORA, JR., individually, and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 ENGLISH GARDEN CARE, INC., a
18 California corporation; and DOES 1 through
19 10, inclusive,

20 Defendants.

Case No.: 25CV004768

[Hon. Jill H. Talley, Dept. 23]

CLASS ACTION

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

Hearing Date: January 9, 2026
Hearing Time: 9:00 a.m.
Hearing Place: Department 23

Complaint Filed: February 26, 2025
FAC Filed: April 30, 2025
Trial Date: None Set

RESERVATION ID: 16108301121

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

2 A preliminary approval hearing was held before this Court on January 9, 2026, at 9:00 a.m.,
3 for the purpose of determining, among other things, whether the Settlement was within the range of
4 possible approval and whether notice to the Class Members of its terms and conditions, and the
5 scheduling of a Final Approval Hearing, will be worthwhile. Appearing at the hearing was Duggan
6 McHugh Law Corporation on behalf of Defendant English Garden Care, Inc. (“Defendant”) and
7 Moon Law Group, PC on behalf of Plaintiff Jose E. Mora, Jr. (“Plaintiff”) and the Class.

8 Having reviewed the papers and documents presented, heard the statements of counsel,
9 considered the matter, and made findings and rulings at the hearing,

10 **IT IS HEREBY ORDERED:**

11 1. The following Class is conditionally certified for purposes of settlement only: all
12 persons who were employed by Defendant as an hourly, non-exempt employee at any time during
13 the Class Period. “Class Period” means the period from February 26, 2021 to September 22, 2025
14 or preliminary approval of the settlement, whichever is earlier.

15 2. The Court grants preliminary approval of the settlement based upon the terms set
16 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,”
17 or “Agreement”), attached hereto as **Exhibit 1**. Capitalized terms shall have the definitions set forth
18 in the Settlement Agreement.

19 3. The Settlement appears to be fair, adequate and reasonable to the Class. The
20 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
21 only to any objections that may be raised at the final approval hearing and final approval by this
22 Court.

23 4. Plaintiff Jose E. Mora, Jr. (“Plaintiff”) is conditionally approved as the Class
24 Representative for the Class.

25 5. The proposed Class Representative Service Payment of \$10,000.00 to Plaintiff for
26 his service as Class Representative is conditionally approved.

27 6. Moon Law Group, PC is conditionally approved as Class Counsel for the Class.

28 7. The proposed payment of Class Counsel Fees Payment in an amount not to exceed

1 \$125,000.00 and Class Counsel Litigation Expenses Payment for actual litigation costs to Class
2 Counsel in the amount not to exceed \$15,000.00 are conditionally approved.

3 8. A Final Approval hearing on the question of whether the Settlement Agreement, the
4 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class
5 Representative Service Payment should be finally approved as fair, reasonable and adequate as to
6 all Class Members who do not submit a valid and timely request to exclude themselves from the
7 class action Settlement (“Participating Class Members”) is scheduled on the date and time set forth
8 in Paragraph 15 below.

9 9. The Court confirms Apex Class Action (“Apex”) as the Administrator.

10 10. The proposed payment of Administration Expenses Payment, not to exceed
11 \$6,490.00, to Apex for its services is conditionally approved.

12 11. The Court also hereby conditionally approves and orders payment from the Gross
13 Settlement Amount the Private Attorneys General Act of 2004 (“PAGA”) Penalties of \$20,000.00.
14 Sixty-five percent (65%) (i.e., \$13,000.00) of the PAGA Penalties will be paid to the California
15 Labor and Workforce Development Agency (“LWDA”) (i.e., the “LWDA PAGA Payment”) and
16 the remaining thirty-five percent (35%) (i.e., \$7,000.00) of the PAGA Penalties shall be distributed
17 to the Aggrieved Employees eligible to recover their Individual PAGA Payments. The Aggrieved
18 Employees consist of all persons who were employed by Defendant as an hourly, non-exempt
19 employee at any time during the period from February 23, 2024 to September 22, 2025 or
20 preliminary approval of the settlement, whichever is earlier. The Administrator will calculate each
21 Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of
22 PAGA Penalties (i.e., \$7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved
23 Employees and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.
24 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual
25 PAGA Payment.

26 12. The Court approves, as to form and content, the Amended Notice of Class Action
27 Settlement and Hearing Date for Final Court Approval (“Class Notice”) as attached as **Exhibit A** to
28 the Settlement Agreement. The Court also approves the procedure for Class Members to participate

1 in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

2 13. The Court directs the mailing of the Class Notice via first-class United States Postal
3 Service mail to Class Members in accordance with the implementation schedule set forth in
4 Paragraph 15 below. The Court finds the dates selected for the mailing and distribution of the Class
5 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and
6 provide the best notice practicable under the circumstances and shall constitute due and sufficient
7 notice to all persons entitled thereto.

8 14. The Court orders the following **Implementation Schedule** for further proceedings:

9 a.	Deadline for Defend to submit Class Data to Administrator	Within fifteen (15) calendar days after entry of the Preliminary Approval Order
10 b.	Deadline for Administrator to mail the Class Notice to Class Members	Within fourteen (14) calendar days after Defendant's deadline to provide the Class Data to the Administrator
11 c.	Deadline for Class Members to Requests for Exclusion from Settlement or postmark objections to Settlement to the Administrator	Sixty (60) calendar days after initial mailing of the Class Notice (plus an additional 14 days for re-mailed notices)
12 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
13 f.	Deadline for Class Counsel to file Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
14 g.	Final Approval Hearing and Final Approval	at _____, 2025 at JKE a.m./ p.m. in Department 23

15
16
17
18
19
20
21 **IT IS SO ORDERED.**

22
23 Date: 03/10/2026



24 By: Jill Talley
25 HON. JILL H. TALLEY
26 JUDGE OF THE SUPERIOR COURT
27
28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **AMENDED [PROPOSED] ORDER**
6 **GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND**
7 **PAGA SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE,**
8 **SETTING OF FINAL APPROVAL HEARING DATE** on the interested parties in this action by sending [] the
9 original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

10 Katie A. Collins
11 Izzy Strait
12 **DUGGAN MCHUGH**
13 641 Fulton Avenue, Suite 100
14 Sacramento, CA 95824
15 katie@dugganmchugh.com
16 isabel@dugganmchugh.com
17 sara@dugganmchugh.com
18 Tel: 916-713-2528
19 Fax: 916-550-5309

Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce Development
Agency access portal)

20 *Attorneys for Defendant English Garden Care, Inc.*
21 (Served via E -Mail)

22 [✓] **E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-
23 mail delivery on the parties listed herein at their most recent known e-mail address or e-mail
24 record in this action. I did not receive, within a reasonable time after the transmission, any
25 electronic Message or other indication that the transmission was unsuccessful.

26 [✓] **BY LABOR AND WORKFORCE DEVELOPEMNT AGENCY ACCESS:** By uploading a
27 true copy of the foregoing document(s) to the Labor and Workforce Development Agency
28 access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
correct. Executed this **January 20, 2026** at Los Angeles, California.

23 Karen Castillo
24 Type or Print Name

/s/ Karen Castillo
Signature