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FILED
Superior Court of California
County of Sacramento
06/24/2026
T. Shaddix, Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 JOSE E. MORA, JR., individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

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

18 Defendants

Case No. 25CV004768

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT

[Filed with Plaintiff's Notice of Motion and Motion for Final Approval of Class and PAGA Acton Settlement, the Declaration of Kane Moon, the Declaration of Plaintiff Mora, the Declaration of Beth Paris, and [Proposed] Final Approval Order]

FINAL APPROVAL HEARING

Date: June 12, 2026

Time: 9:00 a.m.

Dept.: 8A

Judge: Hon. Jill H. Talley

Action Filed: February 26, 2025

Trial date: Not set

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JUDGMENT

~~**PROPOSED**~~ **JUDGMENT**

In keeping with this Court's Order Granting Final Approval of Class and PAGA Action Settlement ("Final Approval Order"), this Court **HEREBY ADJUDGES AND DECREES AS FOLLOWS:**

1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now enters this Final Judgment pursuant to which Plaintiff Jose E. Mora, Jr. ("Plaintiff"), Participating Class Members, and the State of California, California Labor and Workforce Development Agency ("LWDA"), shall take nothing from Defendant English Garden Care, Inc. ("Defendant") (together with Plaintiff, the "Parties"), except as expressly set forth in the Final Approval Order and in accordance with the terms of the Parties' Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement") attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement.

2. No Requests for Exclusion were received. Accordingly, all Class Members remain in the Class as Participating Class Members and are bound by this Final Judgment.

3. Pursuant to the Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds the following Class or Class Members:

All persons who were employed by Defendant as an hourly, non-exempt employee at any time during the period from February 26, 2021, through September 22, 2025.

4. With regard to the PAGA release component of the Settlement, this Final Judgment, hence, binds the State of California and the following Aggrieved Employees:

All persons who were employed by Defendant as an hourly, non-exempt employee at any time during the period from February 23, 2024, through September 22, 2025.

5. Release of Claims. Upon Final Approval of the Settlement, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows: (Settlement, ¶ 5.):

5a. Released Parties. "Released Parties" means Defendant and its past, present

1 and future subsidiaries, parents, affiliated and related companies, divisions, successors,
2 predecessors or assigns; and their past, present, and future owners, officers, directors,
3 shareholders, partners, agents, insurers, employees, advisors, accountants,
4 representatives, trustees, heirs, executors, administrators, predecessors, successors or
5 assigns (Settlement, at ¶ 1.41.).

6 5b. Plaintiff's Release.

7 i. Scope of Plaintiff's Release. Plaintiff and his or her respective former
8 and present spouses, representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns generally, release and discharge Released Parties from all
10 claims, transactions, or occurrences that occurred during the Class Period, including,
11 but not limited to: (a) all claims that were, or reasonably could have been, alleged,
12 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
13 were, or reasonably could have been, alleged based on facts contained in the Operative
14 Complaint or Plaintiff's PAGA Notice and released under 5.2, below ("Plaintiff's
15 Release"). (Settlement, at ¶ 5.1.) Plaintiff's Release does not extend to any claims or
16 actions to enforce the Settlement; any claims for vested benefits, unemployment
17 benefits, disability benefits, social security benefits, workers' compensation benefits
18 that arose at any time; or any claims based on occurrences outside the Class Period.
19 (*Id.*) Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
20 in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
21 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
22 notwithstanding such different or additional facts or Plaintiff's discovery of them. (*Id.*)

23 ii. Plaintiff's Waiver of Rights Under California Civil Code Section
24 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
25 the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code,
26 which reads: A general release does not extend to claims that the creditor or releasing
27 party does not know or suspect to exist in his or her favor at the time of executing the
28 release and that, if known by him or her, would have materially affected his or her

1 settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

2 5c. Release by Participating Class Members. All Participating Class Members, on
3 behalf of themselves and their respective former and present representatives, agents,
4 attorneys, heirs, administrators, successors, and assigns, release Released Parties from
5 all claims that were alleged, or reasonably could have been alleged, based on the facts
6 stated in the Operative Complaint for the period from February 26, 2021 to September
7 22, 2025 or preliminary approval of the settlement, whichever is earlier. (*Id.* at ¶ 5.2.)
8 Except as set forth in Section 5.3 of the Settlement, Participating Class Members do
9 not release any other claims, including claims for vested benefits, wrongful
10 termination, violation of the Fair Employment and Housing Act, unemployment
11 insurance, disability, social security, workers' compensation, or claims based on facts
12 occurring outside the period from February 26, 2021 to September 22, 2025 or
13 preliminary approval of the settlement, whichever is earlier. (*Id.*)

14 5d. Release by Class Members Who Are Aggrieved Employees: All Aggrieved
15 Employees – including Non-Participating Class Members who are Aggrieved
16 Employees – are deemed to release, on behalf of themselves and their respective former
17 and present representatives, agents, attorneys, heirs, administrators, successors, and
18 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
19 reasonably could have been alleged, based on the facts stated in the Operative
20 Complaint and the PAGA Notice for the period from February 23, 2024 to September
21 22, 2025 or preliminary approval of the settlement, whichever is earlier. (*Id.* at ¶ 5.3.)

22 6. Pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h),
23 the Court shall retain continuing jurisdiction over the Parties, Action, and Settlement solely for
24 purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration
25 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

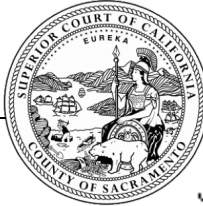
26 7. In accordance with California Rule of Court 3.771(b), notice of this Final Judgment
27 shall be given to the Class by the Administrator, who will post an electronic copy on its website
28 for no less than ninety (90) calendar days following entry hereof.

1 8. 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 9. This Final Judgment and the concurrently filed Final Approval Order are intended
4 to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

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6 **IT IS SO ADJUDGED.**

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8 DATE: 06/24/2026



Jill Talley
The Honorable Jill Talley
Judge of the Superior Court, Sacramento County
Jill H. Talley, Judge