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

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

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

14 Plaintiff,

15 vs.

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

18 Defendants
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Case No. 25CV004768

CLASS AND REPRESENTATIVE ACTION

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

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

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

~~**PROPOSED**~~ **ORDER**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On March 10, 2026, the Court entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, which granted conditional class certification and approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Jose E. Mora, Jr. ("Plaintiff") and Defendant English Garden Care, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Amended Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Settlement was 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. The Court now has before it an Order Granting Final Approval of Class Action and PAGA Settlement ("Final Approval Order") to finally approve the Settlement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court, for purposes of this Final Approval Order, incorporates and refers to all terms and definitions as set forth in the Settlement and confirmed below.

2. Plaintiff's Motion for Final Approval of Class Action Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and the PAGA Penalties (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members, came before Department 8A of this Court, the Honorable Jill Talley presiding, on June 12, 2026

3. The Court finds that the Settlement appears to have been made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful

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

11 4. The Court certifies, for settlement purposes only, the following Class or Class
12 Members: All persons who were employed by Defendant as an hourly, non-exempt employee at any
13 time during the period from February 26, 2021, through September 22, 2025.

14 5. The PAGA release component of the Settlement shall bind the State of California and
15 Aggrieved Employees, defined as follows: All persons who were employed by Defendant as an
16 hourly, non-exempt employee at any time during the period from February 23, 2024, through
17 September 22, 2025.

18 6. The deadline to request exclusion from or to submit written objections to the
19 Settlement was May 15, 2026. No Requests for Exclusion and no written Objections were received.

20 7. The Notice of Class and PAGA Action Settlement (the “Class Notice”), which is
21 attached to the Settlement as Exhibit A and provided to the Class pursuant to the plan for distribution
22 described under the Settlement Agreement, conformed with the requirements of California Rules of
23 Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by
24 providing individual and adequate notice of the proceedings and of the matters set forth therein to
25 Class Members. The Class Notice fully satisfied the requirements of due process and provided the
26 Class Members with adequate instructions and a variety of means to obtain additional information.

27 8. The Court finds that a full opportunity has been afforded to Class Members to object
28 to the Settlement and participate in the Final Approval Hearing, and all Class Members and other

1 persons wishing to be heard have been heard and/or had an opportunity to be heard. No written
2 Objections were received, and no Class Member appeared at the Final Approval Hearing to present
3 any Objections.

4 9. The Court finds that all Class Members have had a full and fair opportunity to exclude
5 themselves from the Settlement, and no Class Member submitted a Request for Exclusion from the
6 Settlement. Accordingly, the Court determines that all Class Members who did not request exclusion
7 from the Settlement (“Participating Class Members”) are bound by this Final Approval Order and
8 the accompanying Final Judgment.

9 10. Release of Claims. Upon Final Approval of the Settlement, Plaintiff, Class Members,
10 and Aggrieved Employees will release claims against all Released Parties as follows: (Settlement, ¶
11 5.):

12 a. Released Parties. “Released Parties” means Defendant and its past, present
13 and future subsidiaries, parents, affiliated and related companies, divisions, successors,
14 predecessors or assigns; and their past, present, and future owners, officers, directors,
15 shareholders, partners, agents, insurers, employees, advisors, accountants, representatives,
16 trustees, heirs, executors, administrators, predecessors, successors or assigns (Settlement, at ¶
17 1.41.)

18 b. Plaintiff’s Release.

19 1) Scope of Plaintiff’s Release. Plaintiff and his or her respective
20 former and present spouses, representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns generally, release and discharge Released Parties from all claims,
22 transactions, or occurrences that occurred during the Class Period, including, but not
23 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the
24 facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
25 reasonably could have been, alleged based on facts contained in the Operative Complaint
26 or Plaintiff’s PAGA Notice and released under 5.2, below (“Plaintiff’s Release”).
27 (Settlement, at ¶ 5.1.) Plaintiff’s Release does not extend to any claims or actions to enforce
28 the Settlement; any claims for vested benefits, unemployment benefits, disability benefits,

1 social security benefits, workers' compensation benefits that arose at any time; or any
2 claims based on occurrences outside the Class Period. (*Id.*) Plaintiff acknowledges that
3 Plaintiff may discover facts or law different from, or in addition to, the facts or law that
4 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
5 shall be and remain effective in all respects, notwithstanding such different or additional
6 facts or Plaintiff's discovery of them. (*Id.*)

7 2) Plaintiff's Waiver of Rights Under California Civil Code Section
8 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
9 provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which
10 reads: A general release does not extend to claims that the creditor or releasing party does
11 not know or suspect to exist in his or her favor at the time of executing the release and that,
12 if known by him or her, would have materially affected his or her settlement with the debtor
13 or Released Party. (*Id.* at ¶ 5.1.1.)

14 c. Release by Participating Class Members. All Participating Class Members, on
15 behalf of themselves and their respective former and present representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns, release Released
17 Parties from all claims that were alleged, or reasonably could have been alleged,
18 based on the facts stated in the Operative Complaint for the period from February
19 26, 2021 to September 22, 2025 or preliminary approval of the settlement,
20 whichever is earlier. (*Id.* at ¶ 5.2.) Except as set forth in Section 5.3 of the
21 Settlement, Participating Class Members do not release any other claims,
22 including claims for vested benefits, wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability, social
24 security, workers' compensation, or claims based on facts occurring outside the
25 period from February 26, 2021 to September 22, 2025. (*Id.*)

26 d. Release by Class Members Who Are Aggrieved Employees: All Aggrieved
27 Employees – including Non-Participating Class Members who are Aggrieved
28 Employees – are deemed to release, on behalf of themselves and their respective

1 former and present representatives, agents, attorneys, heirs, administrators,
2 successors, and assigns, the Released Parties from all claims for PAGA penalties
3 that were alleged, or reasonably could have been alleged, based on the facts stated
4 in the Operative Complaint and the PAGA Notice for the period from February
5 23, 2024 to September 22, 2025. (*Id.* at ¶ 5.3.)

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

8 3. The Court finds that the Gross Settlement Amount of \$375,000.00 ("GSA"), the Net
9 Settlement Amount, and the methodology used to calculate Individual Class Payments to
10 Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and
11 reasonable. The Court thus authorizes the Administrator to pay settlement allocations in accordance
12 with the terms of the Settlement. Defendant shall fully fund the GSA, and also fund the amounts
13 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
14 Administrator in two (2) installment payments. The first installment payment of \$187,500.00 to be
15 paid sixty (60) days after Final Approval and the second installment payment of \$187,500.00 to be
16 paid sixty (60) days after the first installment payment. Within 14 days after Defendant funds the
17 GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA
18 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
19 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
20 Payment.

21 4. A total amount of \$20,000.00 shall be allocated from the GSA to resolution of claims
22 under the Private Attorneys General Act of 2004 ("PAGA") and distributed as follows: 35%
23 (\$7,000.00) to Aggrieved Employees and 65% (\$13,000.00) to the LWDA. The LWDA's claims for
24 the PAGA Released Claims are hereby extinguished.

25 5. The Court confirms the appointment of Plaintiff Jose E. Mora, Jr. as the Class
26 Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to
27 receive as a Class Member, the Court approves and orders a service payment to Plaintiff in the
28 amount of \$10,000.00 from the GSA for initiating the Action and providing services in support of

1 the Action.

2 6. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
3 settlement purposes only. The Court approves and orders the payments to Class Counsel from the
4 GSA in \$125,000.00 for attorneys' fees equal to one-third of the GSA, and \$12,824.35 for
5 reimbursement of actual litigation costs. The Court finds that these amounts are reasonable
6 considering the benefits provided to the Class.

7 7. The Court confirms the appointment of Apex Class Action as the Administrator, who
8 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
9 Administrator in the amount of \$6,490.00 from the GSA for its services and costs of administration.

10 8. Pursuant to California Code of Civil Procedure section 384, following the expiration
11 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
12 Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund
13 in the name of Class Member thereby leaving no "unpaid residue" subject to the requirements of
14 California Code of Civil Procedure Section 384, subd.

15 9. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
16 Order and the accompanying Final Judgment shall be given to the Class by the Administrator, who
17 will post electronic copies on its website for no less than ninety (90) calendar days following entry
18 hereof.

19 10. This Final Order and the accompanying Final Judgment are intended to be a final
20 disposition of the Action in its entirety and are intended to be immediately appealable.

21 11. The obligations set forth in the Settlement are deemed part of this Final Approval
22 Order and the accompanying Final Judgment, and the Parties are ordered to carry out the Settlement
23 according to its terms and provisions.

24 12. Following entry of this Final Approval Order and the accompanying Final Judgment,
25 and without affecting the finality thereof, pursuant to Code of Civil Procedure section 664.6 and
26 Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction over the Parties, Action,
27 and Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
28 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted

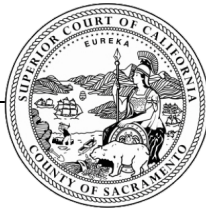
1 by law.

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

7 14. The Court sets a settlement compliance hearing on May 21, 2027, at 10:30 a.m. in
8 Department 8A. At least 15 days prior to the settlement compliance hearing, Class Counsel are
9 ordered to file a declaration regarding the status of the distribution of the settlement funds. If the
10 Court is satisfied that the settlement funds have been fully distributed, no appearance will be required
11 at the settlement compliance hearing.

12
13 **IT IS SO ORDERED.**

14
15 DATE: 06/24/2026



Jill Talley

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