

FILED
Superior Court of California
County of Los Angeles

08/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: G. Hall 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 FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

Date: August 6, 2026

Time: 10:30 a.m.

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 finally approving the settlement of the Action in accordance with the Class Action and PAGA
5 Settlement Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), which
6 together with the exhibit annexed thereto, sets forth the terms and conditions for a proposed
7 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
8 read and considered the Memorandum of Points and Authorities in Support of Plaintiff’s Motion
9 for Final Approval of Class and PAGA Settlement, and the declarations submitted therewith. For
10 purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

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

14 1. The Court has jurisdiction over the claims of the Class Members asserted in this
15 proceeding and over all parties to the proceeding.

16 2. The “Class” or “Class Members” are defined to include: All individuals who
17 currently or formerly worked for Bennett as an hourly non-exempt employee, as a landscaper or
18 in a similar job position, in California, at any time during the period of May 21, 2020, through
19 November 22, 2025.

20 3. The “PAGA Aggrieved Employees” are defined to include: All individuals who
21 currently or formerly worked for Bennett as an hourly non-exempt employee, as a landscaper or
22 in a similar job position, in California, at any time during the period of May 3, 2023, through
23 November 22, 2025.

24 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
25 Court Approval (“Class Notice”) was mailed by first-class U.S. mail to all Class Members in
26 English and Spanish. The Class Notice informed the Class of the material terms of the settlement,
27 of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request
28 exclusion from the settlement, of their right to comment upon or object to the settlement and to

1 appear in person or through counsel at the Final Approval Hearing and of the date set for the Final
2 Approval Hearing. Adequate periods of time were provided by each of these procedures.

3 5. In response to the Class Notice, no member of the Class submitted a written
4 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
5 members of the Class requested to be excluded from the settlement. No member of the Class
6 submitted a dispute regarding the number of workweeks credited to him or her.

7 **III. ORDER**

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

10 1. The Court finds that the applicable requirements of California Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
12 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
13 of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

14 2. The Court finds and determines that this notice procedure afforded adequate
15 protections to Class Members and provides the basis for the Court to make an informed decision
16 regarding approval of the settlement based on the Class Members' response. The Court finds and
17 determines that the Class Notice was the best notice practicable under the circumstances, and
18 satisfied the requirements of law and due process.

19 3. The Court further finds and determines that the terms of the settlement are fair,
20 reasonable and adequate to the Class and to each Class Member.

21 4. Pursuant to California law, the Court hereby grants final approval of the settlement.
22 The Court finds that it appears that the settlement was reached as a result of informed and non-
23 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
24 it appears that the Parties conducted extensive investigation, research, and discovery and that their
25 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
26 settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
27 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
28 considered the absence of objections to and requests for exclusion from the settlement, reviewed

1 the monetary recovery provided as part of the settlement, and recognizes the significant value
2 accorded to the Class. Accordingly, the Court hereby approves the terms set forth in the
3 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
4 reasonable, and directs the Parties to effectuate the settlement according to its terms.

5 5. A full opportunity has been afforded to the Class Members to participate in the
6 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
7 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
8 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
9 valid and timely Request for Exclusion from the Settlement (“Participating Class Members”) are
10 bound by this Order.

11 6. In exchange for a portion of the Net Settlement Amount, all Participating Class
12 Members will be bound by the following release: “All Participating Class Members, on behalf of
13 themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors and assigns, release Released Parties from (i) all claims that were
15 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
16 Operative Complaint, including, e.g., claims for failure to pay straight and overtime wages, failure
17 to provide meal periods, rest breaks, and recovery periods, failure to provide accurate wage
18 statements, failure to pay final wages, and failure to provide expense reimbursement. The release
19 granted herein includes claims arising under the Labor Code and any other claims based on other
20 state or federal statute or Wage Order provisions reasonably arising from the same factual
21 allegations asserted in the Operative Complaint. Except as set forth in Section 5.3 of this
22 Agreement, Participating Class Members do not release any other claims, including claims for
23 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
24 unemployment insurance, disability, social security, workers’ compensation or claims based on
25 facts occurring outside the Class Period.” The Class Period is May 21, 2020, through November
26 22, 2025.

27 7. In exchange for a portion of the PAGA Payment, all Aggrieved Employees will be
28 bound by the following release: “All Non-Participating Class Members who are Aggrieved

1 Employees are deemed to release, on behalf of themselves and their respective former and present
2 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released
3 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
4 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
5 submitted by Plaintiff on May 4, 2024, including, e.g., claims for failure to pay straight and
6 overtime wages, failure to provide meal periods, rest breaks, and recovery periods, failure to
7 provide accurate wage statements, failure to pay final wages, and failure to provide expense
8 reimbursement. This release will be for the PAGA Period.” The PAGA Period is May 3, 2023,
9 through November 22, 2025.

10 8. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, and
11 Colette Mahon of Lawyers for Employee and Consumer Rights as Class Counsel in this action.

12 9. The Court hereby confirms Plaintiff Jose Barajas as the Class Representative in this
13 action.

14 10. The Court finds and determines that the individual settlement payments provided
15 for by the terms of the Settlement Agreement to be paid to the Participating Class Members are
16 fair and reasonable. The Court hereby gives final approval to and orders the payment of those
17 amounts be made to the Participating Class Members in accordance with the terms of the
18 Settlement Agreement.

19 11. The Court finds and determines the Class Representative Service Payment in the
20 sum of \$10,000 to Plaintiff Jose Barajas is fair and reasonable. The Court hereby orders the
21 Settlement Administrator to make the payment to the Plaintiff/Class Representative Jose Barajas
22 in the amount of \$10,000 for the Class Representative Service Payment in accordance with the
23 terms of the Settlement Agreement.

24 12. The Court finds and determines that the payment to the Settlement Administrator,
25 Apex Class Action, LLC in the sum of \$8,890 for its fee and expenses incurred and to be incurred
26 for the notice and settlement administration process is fair and reasonable. The Court hereby
27 orders the Settlement Administrator to make payment to itself in the amount of \$8,890 for
28 Administration Costs in accordance with the terms of the Settlement Agreement.

1 13. Pursuant to the terms of the settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
3 \$166,666 and a Cost Award of \$15,466.56 to Class Counsel. The Court finds such amounts to be
4 fair and reasonable. The Court hereby orders the Settlement Administrator to make payments in
5 accordance with the terms of the Settlement Agreement to: (1) Mara Law Firm, PC, in the amount
6 of 60% of the attorneys' fees awarded and \$15,466.56 for litigation expenses; and (2) Lawyers
7 for Employee and Consumer Rights in the amount of 40% of the attorneys' fees awarded.

The fees are appropriate in light of the benefit obtained for the class.

8 14. The Court finds and determines that the payment to the Labor and Workforce
9 Development Agency ("PAGA Payment"), in the sum of \$18,750 (which is 75% of \$25,000
10 allocated to claims under the Private Attorneys General Act of 2004, is fair and reasonable. The
11 Court hereby orders the Settlement Administrator to make the payment to the LWDA in the
12 amount of \$18,750 for the PAGA payment in accordance with the terms of the Settlement
13 Agreement. The Court further orders that the remaining amount of \$6,250 be distributed to
14 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

15 15. Neither Defendant nor any Released Parties shall have any further liability for costs,
16 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
17 for by the Settlement Agreement.

18 16. The Court finds and determines that the release contained in the Settlement
19 Agreement is appropriate and shall bind all Participating Class Members.

20 17. Nothing in this Final Approval Order and Judgment shall preclude any action to
21 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
22 Approval Order and Judgment, including the requirement that Defendant make payments to
23 Participating Class Members in accordance with the Settlement Agreement.

24 18. The Court finds and determines that nothing in the Settlement Agreement or this
25 Final Approval Order (1) is intended or will be construed as an admission of liability or
26 wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other than solely
27 in connection with this settlement).

non-appearance case review

28 19. The Court sets a post-distribution hearing for June 14, 2027, 2027, at 10:30

1 a.m. in Department 12 at Spring Street Courthouse. This is to confirm that distribution efforts are
2 fully completed, including the distribution of uncashed Participating Class Member checks to
3 State Controller's Office Unclaimed Property Fund in the names of the applicable payees, that
4 the Administrator's work is complete, and that the Court's file thus may be closed. The Parties
5 must file a declaration from the Administrator and a report regarding distribution no later than 14
6 days prior to this hearing.

7 20. The Parties shall bear their own costs and attorneys' fees except as otherwise
8 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

9 21. Without affecting the finality of this Final Approval Order and Judgment in any
10 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
11 implementation, effectuation and enforcement of this order and the Settlement.

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13 **IT IS SO ORDERED.**

14 Dated: 08/06/2026
15 _____, 2026

By 
16 _____
17 Honorable Carolyn B. Kuhl
18 Los Angeles Superior Court Judge
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