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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] JUDGMENT

Date: August 6, 2026
Time: 10:30 a.m.

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

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Court, having granted final approval of the Class Action and PAGA Settlement
3 Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), as set forth in the
4 Court’s Order Granting Plaintiff Jose Barajas’ Motion for Final Approval of Class and PAGA
5 Settlement (the “Final Approval Order”),

6 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute
7 a Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h),
8 and 8.104 California Rules of Court. Judgment in this matter is entered in accordance with the
9 findings made in the Final Approval Order and the Settlement Agreement, which are incorporated
10 herein by this reference as though set forth in full. The Court further directs as follows:

- 11 1. Unless otherwise defined differently in this Order, all capitalized terms used in
12 this Order have the same meaning as they are specifically defined in the Settlement
13 Agreement.
- 14 2. Plaintiff/Class Representative and all Class Members shall take nothing from
15 Defendant except as expressly set forth in the Settlement Agreement filed on
16 December 22, 2025, in conjunction with Plaintiff’s Motion for Preliminary
17 Approval of the Class and PAGA Action Settlement.
- 18 3. Defendant shall fully fund the Gross Settlement Amount, and also fund the
19 amounts necessary to fully pay Bennett’s share of payroll taxes by transmitting the
20 funds to the Administrator no later than thirty (30) days after the Effective Date.¹
- 21 4. Within fourteen (14) days after Defendant’s delivery of the Gross Settlement
22 Amount, the Settlement Administrator shall issue payment in accordance with the
23 Court’s Final Approval Order and as set forth below.

24 ¹ The Effective Date is the date by when both of the following have occurred: (a) the Court enters
25 a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.
26 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
27 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
28 Participating Class Members objects to the Settlement and the objections are overruled and no
appeal is taken, the Effective Date shall be thirty (30) days after the Court enters final approval
and judgment; or (c) if a timely appeal from the Judgment is filed, then the Effective Date shall be
the day the final approval decision becomes final after all appeals have been resolved.

- 1 5. Attorneys' fees in the amount of \$166,666 are to be paid to Mara Law Firm, PC,
2 and Lawyers for Employee and Consumer Rights from the Gross Settlement
3 Amount for the work done and to be done until the completion of this matter. The
4 attorneys' fees shall be split with 60% of the fees going to Mara Law Firm, PC,
5 and 40% of the fees going to Lawyers for Employee and Consumer Rights.
- 6 6. Attorneys' litigation costs in the amount of \$15,466.56 are to be paid to Mara Law
7 Firm, PC, from the Gross Settlement Amount for actual and necessary costs
8 incurred.
- 9 7. The Settlement Administrator, Apex Class Action, LLC, shall issue itself a
10 payment of \$8,890, from the Gross Settlement Amount for its work done and to
11 be done until the completion of its administration of the Settlement Agreement.
- 12 8. Plaintiff is hereby approved as the Class Representative and shall receive a Class
13 Representative Service Payment in the sum of \$10,000.
- 14 9. The employer-side payroll taxes associated with the portion of the settlement
15 attributed to wages shall be paid by Defendant separate and apart from the Gross
16 Settlement Amount.
- 17 10. The remaining Net Settlement Amount shall be distributed by the Settlement
18 Administrator to the Participating Class Members in the manner specified in the
19 Settlement Agreement.
- 20 11. This Judgment is final and binding on Participating Class Members.
- 21 12. By operation of this Judgment, Participating Class Members on behalf of
22 themselves and their respective former and present representatives, agents,
23 attorneys, heirs, administrators, successors and assigns, release Released Parties
24 from (i) all claims that were alleged, or reasonably could have been alleged, based
25 on the Class Period facts stated in the Operative Complaint, including, e.g., claims
26 for failure to pay straight and overtime wages, failure to provide meal periods, rest
27 breaks, and recovery periods, failure to provide accurate wage statements, failure
28 to pay final wages, and failure to provide expense reimbursement. The release

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

9 13. This Judgment is final and binding on Aggrieved Employees.

10 14. By operation of this Judgment, all Non-Participating Class Members who are
11 Aggrieved Employees are deemed to release, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors and assigns, the Released Parties from all claims for
14 PAGA penalties that were alleged, or reasonably could have been alleged, based
15 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
16 submitted by Plaintiff on May 4, 2024, including, e.g., claims for failure to pay
17 straight and overtime wages, failure to provide meal periods, rest breaks, and
18 recovery periods, failure to provide accurate wage statements, failure to pay final
19 wages, and failure to provide expense reimbursement. This release will be for the
20 PAGA Period.

21 15. The Court hereby approves and orders that the checks for individual settlement
22 payments mailed to Participating Class Members will remain negotiable for 180
23 days. The Administrator will conduct a Class Member Address Search for all
24 Class Members whose checks are returned undelivered without United States Postal
25 Service ("USPS") forwarding address. The funds represented by checks remaining
26 un-cashed for more than 180 days after issuance will be sent to the California
27 Controller's Unclaimed Property Fund in the name of the Class Member.

28 16. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order

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and Judgment on the settlement website.

17. The Court, pursuant to California Rule of Court 3.769(h), retains continuing jurisdiction as to all matters relating to the administration and consummation of the settlement as provided in the Settlement Agreement and all other matters covered in this Judgment.

IT IS SO ORDERED.

Dated: _____, 2026

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