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on behalf of himself and others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**

RODRIGO ALVAREZ and PATRICK
BROKER, on behalf of themselves and others
similarly situated,

Plaintiffs,

vs.

LIVE ART PLANTSCAPES, INC.; LARRY
TABELING and DOES 1 to 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

07/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Elder Deputy

Case No.: 24STCV13566

CLASS AND PAGA ACTION

*[Assigned for all purposes to the Hon. Theresa
M. Traber, Dept. 1]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class
Action Settlement; and Declarations in
Support Thereof]*

Hearing Information:
Date: June 8, 2026
Time: 10:30 a.m.
Dept.: 1

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8 Attorney for Plaintiff,
9 PATRICK BROOKER on behalf of himself and others similarly situated
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1 The Motion for Preliminary Approval of a Settlement came before this Court on June 8, 2026,
2 at 10:30 a.m., in Department 1 of this Court, located at 312 North Spring Street, Los Angeles,
3 California 90012. The Court, having considered the proposed Class Action and PAGA Settlement
4 Agreement and Class Notice entered into by and between Plaintiff RODRIGO ALVAREZ and
5 Plaintiff PATRICK BOOKER (“Plaintiffs”) and Defendants LIVE ART PLANTSCAPES, INC. and
6 LARRY TABELING (“Defendants”) attached as **Exhibit 1** to the Declaration of Paolo Policastro in
7 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and the Exhibits
8 attached thereto (hereafter collectively, the “Settlement” or “Settlement Agreement”); having
9 considered the Motion for Preliminary Approval of Class Action Settlement filed by the parties;
10 having considered the memorandum of points and authorities and declarations submitted by the
11 parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

12 1. The Court grants preliminary approval of the settlement as set forth in the Settlement
13 Agreement and finds the terms to be within the range of reasonableness of a settlement that ultimately
14 could be granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement
15 only, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently
16 well-defined community of interest among the Class as to questions of law and fact. Therefore, for
17 settlement purposes only, the Court grants conditional certification of the following “Class” defined
18 as follows:

19 All persons employed by Defendant [Live Art Landscapes, Inc.] in California and classified
20 as an hourly, non-exempt employee who worked for Defendant during the Class Period. The “Class
21 Period” is the period from May 30, 2020, through November 15, 2025.

22 2. For purposes of the Settlement only, the Court further designates named Plaintiffs
23 RODRIGO ALVAREZ and PATRICK BOOKER (“Plaintiffs”) as Class Representatives, and Joseph
24 Lavi, Vincent Granberry, Paolo Policastro, and all lawyers affiliated with this firm, and Empire of
25 Justice, P.C., including Ben Rothman as Class Counsel.

26 3. The Court appoints Apex Class Action LLC as the Settlement Administrator.

27 4. A final fairness hearing on the question of whether the proposed Settlement should be
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1 finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
2 Department 1 of this Court, located at 312 North Spring Street, Los Angeles, California 90012 on
3 November 9, 2026, at 10:30 a.m./~~p.m.~~

4 5. At the final fairness hearing, the Court will consider: (a) whether the Settlement should
5 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting approval
6 of the Settlement should be entered; and (c) whether Plaintiffs' application for an award of Class
7 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative
8 Service Payment should be granted.

9 6. Counsel for the Parties shall file memoranda, declarations, or other statements and
10 materials in support of their request for final approval by no later than 16 court days prior to the final
11 fairness hearing.

12 7. Class Counsel shall file a motion for an award of Class Counsel Fees Payment, Class
13 Counsel Litigation Expenses Payment, and Class Representative Service Payment no later than 16
14 court days prior to the final fairness hearing.

15 8. The Court approves, as to form and content, the Class Notice which is appended to
16 the Settlement Agreement.

17 9. No later than twenty-one (21) calendar days following the date the Court enters this
18 order, Defendants shall provide the following information to the Settlement Administrator: Class
19 Member identifying information in Defendants' possession, including the Class Member's name, last-
20 known mailing address, Social Security number, number of Class Period Workweeks and PAGA Pay
21 Periods. ("Class Data").

22 10. Within fourteen (14) calendar days after receiving the Class Data, the Settlement
23 Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data
24 by first-class U.S. Mail.

25 11. Class Members shall have forty-five (45) calendar days from the date the Settlement
26 Administrator mails Notice to the Class Members to fax, email, or mail Requests for Exclusion
27 from the Settlement or fax, email, or mail an Objection to the Settlement ("Response Deadline").
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1 Class Members to whom Notice Packets are resent after having been returned undeliverable to the
2 Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has
3 expired.

4 12. The Court finds that the forms of Class Notice to the Class regarding the pendency
5 of the action and of this Settlement, and the methods of giving notice to members of the Settlement
6 Class constitute the best notice practicable under the circumstances and constitute valid, due, and
7 sufficient notice to all members of the Class. They comply fully with the requirements of California
8 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
9 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

10 13. The Court further approves the procedures for Class Members to participate in, opt
11 out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

12 14. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must
13 send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than
14 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-
15 mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that
16 reasonably communicates the Class Member's election to be excluded from the Settlement and
17 includes the Class Member's name, address, and email address or telephone number. To be valid, a
18 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

19 15. Participating Class Members may send written objections to the Administrator by fax,
20 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
21 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
22 Participating Class Member who elects to send a written objection to the Administrator must do so
23 not later than the Response Deadline (plus an additional 14 days for Class Members whose Class
24 Notice was re-mailed).

25 16. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
26 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
27 Order, are stayed.

1 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Settlement, which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 18. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	21 calendar days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 days after receipt of the Class Data
Response Deadline: (i) last day for Settlement Class Members to submit Requests for Exclusion; (ii) last day for class members to submit Objections	45 calendar days after the date of mailing of the Class Notice
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 Court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 Court days prior to the final fairness hearing
Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
Hearing on final approval of class action settlement.	Approximately 150 days after the Court grants preliminary approval of the Settlement

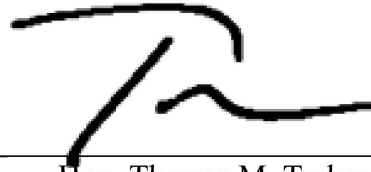
18 19. The Fairness Hearing and related prior deadlines set forth above may, from time to
19 time and without further notice to the Class (except to those who have filed timely and valid
20 objections), be continued or adjourned by Order of the Court. The Settlement Administrator will
21 provide notice to any objecting Class Member if there is a change in the date and/or time of the Final
22 Approval Hearing.

23 20. Neither the Settlement nor any resulting judgment, exhibit, document, or instrument
24 delivered thereunder shall be construed as a concession or admission by Defendants in any way that
25 the claims asserted have any merit or that this Action were properly brought as a class or
26 representative action, and shall not be used as evidence of, or used against Defendants as, an
27 admission or indication in any way, including with respect to any claim of any liability, wrongdoing,

1 fault or omission by Defendants or with respect to the truth of any allegation asserted by any person
2 or defenses by Defendants. Whether or not the Settlement is finally approved, neither the Settlement,
3 nor any resulting judgment, exhibit, document, statement, proceeding or conduct related to the
4 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
5 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
6 including, but not limited to, evidence of a presumption, concession, indication or admission by
7 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

8 **IT IS SO ORDERED.**

9 Dated: 07/15/2026



Hon. Theresa M. Traber,
Judge of the Superior Court