

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

**MAY 18 2026**

  
BY: Aura Angeles Arroyo, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN BERNARDINO**

Coordination Proceeding Special Title

CONSERVE LANDCARE WAGE AND HOUR  
CASES

Included Actions:

*Arrieta v. Conserve Landcare, Inc., et al.*, San  
Bernardino Superior Court Case No.  
CIVDS1935184

*Zarate v. Conserve Landcare, LLC, et al.*, San  
Bernardino Superior Court Case No.  
CIVSB221945

Judicial Council Coordination Proceeding Case  
No.: JCCP 5242

Assigned for all purposes to the Hon. Thomas  
S. Garza, Dept. S27

~~PROPOSED~~ **ORDER AND  
JUDGMENT GRANTING  
PLAINTIFFS' (1) MOTION FOR  
FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT  
AND (2) MOTION FOR AWARD OF  
ATTORNEYS' FEES, COSTS,  
CLAIMS ADMINISTRATION  
EXPENSES, AND CLASS  
REPRESENTATIVE  
INCENTIVE/SERVICE AWARDS**

Time: 8:30 a.m.  
Date: May 18, 2026  
Place: Dept. S27

Trial Date: none

~~PROPOSED~~ **ORDER**

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on behalf of himself and others similarly situated

1 The Motion for Final Approval of Class Action and PAGA Settlement and Motion for  
2 Attorneys' Fees, Costs, Claims Administration Expenses, and Incentive/Service Awards to the  
3 Class Representatives came before this Court for hearing on May 18, 2026 at 8:30 a.m., in  
4 Department S27 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San  
5 Bernardino, CA 92415. The Court, having considered the proposed Class Action and PAGA  
6 Settlement Agreement and Class Notice entered into by and between Plaintiffs MARCELO  
7 ARRIETA, RYAN CARMONA, and ERIK ZARATE ("Plaintiffs"), on the one hand, and  
8 Defendants CONSERVE LANDCARE, INC., CONSERVE LANDCARE HOLDINGS, INC.,  
9 CONSERVE LANDCARE, LLC, and SPERBER LANDSCAPE COMPANIES, LLC  
10 ("Defendants"), on the other hand, (attached as Exhibit 1 to the Declaration of Malcolm Clayton in  
11 Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, and the  
12 Notice - Exhibit A attached thereto [hereafter collectively, the "Settlement" or "Settlement  
13 Agreement"]); having considered the Motion for Final Approval of Class and Representative Action  
14 Settlement filed by the Plaintiffs; having considered the Motion for Attorneys' Fees, Costs, Claims  
15 Administration Expenses, and Incentive/Service Awards to the Class Representatives filed by the  
16 Plaintiffs; having considered the respective points and authorities and declarations submitted by the  
17 Parties in support of the foregoing motions; and good cause appearing, HEREBY ORDERS AND  
18 MAKES THE FOLLOWING DETERMINATION:

19 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
20 including all members of the Settlement Class.

21 2. The Court finds that the Settlement Class (defined below) is properly certified as a  
22 class for settlement purposes only:

23 **All hourly, non-exempt employees who worked for Defendants in California during the**  
24 **Class Period.**

25 3. The "Class Period" is the period from November 21, 2015 through June 1, 2025.

26 4. All Class Members shall be deemed to be within the Class for all purposes under the  
27 Settlement and shall be bound by the terms and conditions of the Settlement, including all orders  
28 issued pursuant thereto.

1        5. For purposes of settlement, the Court further designates named Plaintiffs Marcelo Arrieta,  
2 Ryan Carmona, and Erik Zarate as Class Representatives, and Michael Morrison and Jacqueline  
3 Gil of Alexander Morrison + Fehr, LLP, Reich, Adell & Cvitan, and Lavi & Ebrahimi, LLP, as  
4 Class Counsel.

5        6. The Notice provided to the class members conforms with the requirements of California  
6 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of  
7 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
8 law, and constitutes the best notice practicable under the circumstances, by providing individual  
9 notice to all class members who could be identified through reasonable effort, and by providing  
10 due and adequate notice of the proceedings and of the matters set forth therein to the other class  
11 members. The Notice fully satisfied the requirements of due process.

12        7. The Court finds the settlement was entered into in good faith, that the settlement is fair,  
13 reasonable and adequate, and that the settlement satisfies the standards and applicable  
14 requirements for final approval of this class action settlement under California law, including the  
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
16 3.769.

17        8. The Settlement Agreement is not an admission by Defendants or by any other released party,  
18 nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by  
19 Defendants or any other released party. Neither this Order and Judgment, the Settlement  
20 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement,  
21 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
22 concession, or liability whatsoever by or against Defendants or any of the other released parties.

23        9. No Class Members have objected to the terms of the Settlement.

24        10. No Class Members have requested exclusion from the Settlement.

25        11. The Escalator Clause of the Settlement has not been triggered.

26        12. Defendants will fully-fund the non-reversionary Gross Settlement Amount of Seven  
27 Hundred Fifty Thousand Dollars (\$750,000) and also fund the amounts necessary to fully pay  
28

1 Defendants' share of payroll taxes by transmitting the funds to the Settlement Administrator no later  
2 than fifteen (15) calendar days after the Effective Date. (Settlement, § 4.3)

3 13. The Settlement Administrator (defined herein) will issue the following payments within  
4 fourteen (14) days after receipt of full funding: (a) all Individual Class Payments, (b) all Individual  
5 PAGA Payments (c) the LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the  
6 Class Counsel Attorneys' Fees Payment, (f) the Class Counsel Litigation Expenses Payment, and  
7 (g) the Class Representative Service Payments.

8 14. In addition to any recovery that the named Plaintiffs may receive under the Settlement, and  
9 in recognition of the named Plaintiffs' efforts on behalf of the settlement class, the Court hereby  
10 approves the payment from the Gross Settlement Amount of Service Payments/Incentive Awards to  
11 the named Plaintiffs in the amount of Fifteen Thousand Dollars (\$15,000), each (\$45,000 in total).

12 15. The Court approves the payment from the Gross Settlement Amount of attorneys' fees to  
13 Class Counsel in the sum Two Hundred Fifty Thousand Dollars (\$250,000.00), and the  
14 reimbursement of litigation expenses in the sum of Eighty-Four Thousand Eight Hundred Sixty-  
15 Nine Dollars and Thirty-Five Cents (\$84,869.35) ([AMF costs = 56,338.17]; [L&E costs =  
16 \$28,531.18]). Each are reasonable amounts. The reasonableness of the fee award is determined  
17 based on a reasonable percentage of the common fund obtained for the Class. The Court also has  
18 considered the lodestar amount, which, here, exceeds the amounts requested by Class Counsel as  
19 attorneys' fees. Awarding fees on a percentage basis encourages efficient litigation practices and  
20 reflects the actual benefit obtained for the Class.

21 16. The Court approves and orders payment from the Gross Settlement Amount in the amount  
22 of Sixteen Thousand Dollars (\$16,000.00) to Apex Class Action LLC ("Settlement Administrator")  
23 for performance of settlement administration services.

24 17. In compliance with the requirements of California Labor Code § 2699(1)(2), Plaintiffs'  
25 counsel provided notice to the Labor and Workforce Development Agency ("LWDA") of the  
26 proposed Settlement.

27 18. The Court approves and orders the allocation of Twenty Thousand Dollars (\$20,000) of the  
28 Gross Settlement Amount as PAGA Penalties.

1        19. The Court approves and orders payment of Fifteen Thousand Dollars (\$15,000) to the  
2        LWDA as the LWDA PAGA Payment as 75% of the total PAGA Penalties.

3        20. The Court approves and orders payment of Five Thousand Dollars (\$5,000) (25% of the  
4        PAGA Penalties) to be distributed to Aggrieved Employees as Individual PAGA Payments pursuant  
5        to the terms of the Settlement.

6        21. In list form, the amounts approved and ordered paid are as follows:

7            a. Gross Settlement Amount ("GSA"): \$750,000.00

8            b. PAGA Allocation: Total \$20,000.00, composed of:

9                i. LWDA Payment: \$15,000.00 (75% of PAGA Allocation)

10              ii. Aggrieved Employees: \$5,000.00 (25% of PAGA Allocation)

11            c. Expected Deductions: Total \$395,869.35, composed of:

12                i. \$45,000.00 (\$15,000.00 to each Plaintiff) - Class Representative Service  
13                      Payments

14                ii. \$250,000.00 - Attorneys' Fees

15                iii. \$84,869.35 - Attorneys' Costs

16                iv. \$16,000.00- Settlement Administration Costs

17            d. Net Settlement Amount: \$339,130.65 (GSA, minus LWDA Allocation, minus  
18                      Expected Deductions)

19        22. Participating Class Members will have one hundred eighty (180) calendar days from the date  
20        of issuance of the check to cash or otherwise deposit their check. Those settlement checks  
21        remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be  
22        voided, and the Settlement Administrator shall transmit the funds represented by such checks to the  
23        California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no  
24        "unpaid residue" within the requirements of California Code of Civil Procedure Section 384, subd.  
25        (b). The Settlement Administrator shall inform the Parties regarding the status of any uncashed  
26        checks at the conclusion of the 180-calendar day check cashing period.

27        23. Release by Participating Class Members: Upon the Funding Date, and except as to such  
28        rights or claims as may be created by this Settlement Agreement, all Participating Class Members,

1 on behalf of themselves and their respective heirs, successors and assigns, release Defendants and  
2 Released Parties from all claims that were alleged, or that reasonably could have been alleged,  
3 based on the facts and claims stated in the Operative Complaint which arose during the Class  
4 Period, including but not limited to the following claims and/or causes of action against the  
5 Released Parties: unpaid wages, including minimum wages, regular wages, overtime wages  
6 (including the calculation of the regular rate of pay), double time wages, and prevailing  
7 wages/benefits; failure to authorize and permit rest periods (including but not limited to payment of  
8 rest period premiums); failure to provide meal periods (including but not limited to payment of meal  
9 period premiums); wage statement violations, untimely wages during employment and wages due  
10 upon termination, waiting time penalties, reimbursement for all necessary business-related  
11 expenses, all derivative claims, and California Labor Code sections 201, 202, 203, 204, 210, 216,  
12 225.5, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771,  
13 1774, 1811, 1815, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders, the  
14 Fair Labor Standards Act (including without limitation, claims under 29 U.S.C. sections 206, 207,  
15 and 216), and the Business and Professions Code section 17200 as it relates to the underlying Labor  
16 Code claims referenced above (“Released Class Claims”). Except as set forth in the Release by  
17 Aggrieved Employees, Participating Class Members do not release any other claims, including  
18 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing  
19 Act, unemployment insurance, disability, social security, workers’ compensation or claims based on  
20 facts occurring outside the Class Period.

21 24. Release by Aggrieved Employees: Upon the Funding Date, and except as to such rights or  
22 claims as may be created by this Settlement Agreement, All Aggrieved Employees are deemed to  
23 release, on behalf of themselves and their respective former and present representatives, agents,  
24 attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for  
25 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA  
26 Period facts stated in the Operative Complaint and the PAGA Notice (including but not limited to  
27 Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 515, 558,  
28



1 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1771, 1774, 1811, 1815, 2800, and 2802 and all  
2 applicable Wage Orders as to the foregoing claims) (“Released PAGA Claims”).

3 25. Release by Plaintiffs: Upon the Funding Date, in addition to the claims being released by all  
4 Participating Class Members, Plaintiffs for themselves and on behalf of their respective former and  
5 present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns  
6 generally, will release and forever discharge the Released Parties, to the fullest extent permitted by  
7 law, of and from any and all claims, known and unknown, asserted and not asserted, which  
8 Plaintiffs have or may have against the Released Parties as of the date of execution of the  
9 Settlement Agreement, as detailed in Section 5.1 of the Settlement Agreement.

10 26. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542: For purposes of  
11 Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if  
12 any, of section 1542 of the California Civil Code, which reads: A general release does not extend to  
13 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the  
14 time of executing the release, and that if known by him or her would have materially affected his or  
15 her settlement with the debtor or Released Party.

16 27. “Released Parties” means: Defendants and each of their past and present divisions, affiliates,  
17 affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures,  
18 assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees,  
19 attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries,  
20 subrogees, executors, partners, consultants, and attorneys.

21 28. The “PAGA Period” means the period from August 12, 2018 through June 1, 2025.

22 29. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order and  
23 Judgment Granting Final Approval to the Labor and Workforce Development Agency.

24 30. This Court shall retain jurisdiction with respect to all matters related to the administration  
25 and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to  
26 the subject matter of the lawsuit, including but not limited to all matters related to the settlement  
27 and the determination of all controversies relating thereto pursuant to California Rule of Court  
28 3.769(h).



1 31. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall file a  
2 final report with the Court regarding distribution of settlement funds by \_\_\_\_\_,  
3 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are  
4 uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds  
5 represented by such checks to the California Controller's Unclaimed Property Fund in the name of  
6 the Class Member thereby leaving no "unpaid residue" subject to the requirements of California  
7 Code of Civil Procedure Section 384, subd. (b).

8 32. Upon completion of administration of the Settlement, the Parties shall file a final report  
9 regarding the distribution of settlement funds. Pursuant to Code of Civil Procedure § 384, the report  
10 shall be in the form of a declaration from the Settlement Administrator, or other declarant with  
11 personal knowledge of the facts.

12 33. The Court hereby enters Final Judgment in this case in accordance with the terms of the  
13 Settlement, the Preliminary Approval Orders, and this Final Approval Order and Judgment.

14 34. This document shall constitute a Judgment for purposes of California Rule of Court  
15 3.769(h).

16  
17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18 Dated: May 18, 2026

19 Tom Garza  
20 Hon. Thomas S. Garza,  
21 Judge of the Superior Court