Electronically Received 02/03/2026 12:28 PM

FILED
Superior Court of California
County of Los Angeles
07/15/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Elder Deputy

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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.

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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PATRICK BROOKER on behalf of himself and others similarly situated

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

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

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

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

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

4. A final fairness hearing on the question of whether the proposed Settlement should be

finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in Department 1 of this Court, located at 312 North Spring Street, Los Angeles, California 90012 on November 9, 2026, at 10:30 a.m. ~~/p.m.~~.

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

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

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

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

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

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

11. Class Members shall have forty-five (45) calendar days from the date the Settlement Administrator mails Notice to the Class Members to fax, email, or mail Requests for Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement ("Response Deadline").

Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired.

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

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

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

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

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

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

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 |

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

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

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

**IT IS SO ORDERED.**

Dated: 07/15/2026

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