ELECTRONICALLY RECEIVED - 9/8/2026 3:15 PM - By: Mandy Gill, DEPUTY

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

[*Additional Counsel on Following Page*]

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 26 2026

BY: Kristen Collier Kosmatka, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JESSICA GARCIA, RUDY JIMENEZ, individually and on behalf of other individuals similarly situated,

Plaintiffs,

v.

THE MERCHANT OF TENNIS, INC., a California corporation, dba U.S. Merchants, and DOES 1 through 100,

Defendants.

Case No. CIVDS2005614

[*Assigned for all purposes to Hon. Joseph B. Widman, Dept. S36-SBJC*]

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

Date: October 26, 2026
Time: 9:00 a.m.
Dept.: S36-SBJC

Complaint Filed: February 26, 2020
Trial Date: None Set

Marcus J. Bradley (SBN 174156)
Kiley L. Grombacher (SBN 245960)
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: 805.270.7100
Facsimile: 805.270.7589
Email: mbradley@bradleygrombacher.com

Attorneys for Plaintiffs

~~[PROPOSED]~~ ORDER & JUDGMENT

The Motion of Plaintiffs Jessica Garcia and Jose Hernandez Solis ("Plaintiffs") for Final Approval of Class Action Settlement, Class Representative Service Payments, and Attorneys' Fees and Costs ("Final Approval Motion") came on regularly for hearing before this Court on October 26, 2026, at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Final Approval Motion and hereby ORDERS the following:

1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

> All non-exempt, hourly employees who worked for Defendant The Merchant of Tennis, Inc. in California at any time from June 8, 2019 through December 10, 2025 (the "Class Period").

3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC and Marcus J. Bradley and Kiley Grombacher of Bradley/Grombacher, LLP are hereby confirmed as Class Counsel.

4. On June 10, 2026, notice was provided to Class Members as set forth in the Settlement, which was approved by the Court on April 23, 2026, and the notice process has been completed in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein,

informed Class Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Class Member objected to the Settlement, that only two (2) Class Members, Luis Perez and Andrew Tarigan, opted out of the Settlement, and that the 99.95% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Individual Class Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Class Payments in conformity with the terms of the Settlement.

10. The Court orders Defendant The Merchant of Tennis, Inc. ("Defendant") to fund the Gross Settlement Amount as follows: Defendant shall pay the Gross Settlement Amount of $8,375,328.22, which includes a credit of $875,328.22 in payments previously made by Defendant to Class Members. Defendant shall provide the Settlement Administrator, Apex Class Action, LLC, the amount of $7,500,000.00 in two separate Installment Payments, in accordance with the terms of the Settlement Agreement. The First Installment Payment of $3,750,000.00

shall be paid by Defendant no later than thirty (30) calendar days after the Effective Date. The Second Installment Payment of $3,750,000.00 shall be paid by Defendant no later than ninety-two (92) calendar days after the First Installment Payment.

11. The Court finds that Service Payments in the amount of $10,000.00 to each Plaintiff (totaling $20,000.00) are appropriate for Plaintiffs' risks undertaken and their service to the Settlement Class. The Court finds that these payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make these payments in conformity with the terms of the Settlement.

12. The Court finds that an award of attorneys' fees in the amount of $2,931,364.87 and litigation costs of $214,410.53 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid $29,400.00 from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of $150,000.00 for its share of the settlement of Plaintiffs' representative claim under the PAGA is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be transmitted to the California Controller's Unclaimed Property Fund in the name of Class Member and/or Aggrieved Employee.

16. Upon the Effective Date and Defendant's complete funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and parent representatives, agents, attorneys, administrators, successors and assigns, release Defendant and each of its parent companies, subsidiaries, affiliates, current and former

management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), owners, predecessors, successors, and assigns, including, but not limited to, any Defendant-related entity that employed any Class Member at any time during the Class Period and/or the PAGA Period (the "Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Action that are alleged to have occurred during the Class Period. The Released Class Claims are all claims asserted in the operative Complaint in the Action, or which could have been asserted in the Action based on the facts alleged, including all claims for failure to timely pay wages under Labor Code section 204 (including for penalties under Labor Code section 210), failure to pay overtime wages (including failure to pay overtime at the correct regular rate of pay), failure to provide meal, rest, or recovery rest breaks as required or pay premium pay under Labor Code section 226.7, subdivision (c), providing inaccurate wage statements (and penalties under Labor Code section 226), waiting time penalties under Labor Code section 203, and unfair business practices. The Released Class Claims include all claims arising under Labor Code sections 200, 201 through 203, 204, 210, 218.5, 226, subdivision (a), 226, subdivision (e), 226.3, 226.7, 510, 512, 1174, 1174.4, 1194, 1197.1, and 1199, the applicable Industrial Wage Commission wage order, and Business and Professions Code section 17200 as they relate to the underlying claims and allegations in the Action. The Released Claims further include all other claims for wages, penalties, civil penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, declaratory relief, equitable relief, or additional damages that allegedly may arise out of these claims.

17. In addition, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Action that are alleged to have occurred during the PAGA Period and the PAGA Notice, including any and all claims for civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were pled in the operative Complaint based on the facts alleged therein,

including claims for civil penalties for the alleged violation of Labor Code sections 201, 202, 203, 204, 226.7, 210, 226, 510, 516, 558, 1182.12, 1194, 1197, and 1198.

18. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

19. Plaintiffs shall file a Final Disbursement Declaration on or before October 26, 2027.

IT IS SO ORDERED.

Dated: 10/26, 2026

Honorable Joseph B. Widman
Judge of the Superior Court