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Superior Court of California
County of Los Angeles

12/08/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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Attorneys for Plaintiffs

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8
9 **FOR THE COUNTY OF LOS ANGELES**

10 OMAR GALLO, as an individual and on behalf
11 of all other aggrieved employees,

12 Plaintiff,

14 vs.

15 MULHOLLAND TENNIS CLUB, a California
16 corporation; and DOES 1 through 100,

17 Defendants.

Case No. 20STCV34581

*[Assigned for all purposes to the Hon.
William F. Highberger, Dept. SSC-10]*

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

Date: December 8, 2023

Time: 11:00 a.m.

Dept: SSC-10

Complaint Filed: September 10, 2020

Trial Date: None set.

1 **~~PROPOSED~~ ORDER & JUDGMENT**

2 The Motion of Plaintiffs Omar Gallo, Salvador Hernandez Jr., and Alex Navarrete
3 (“Plaintiffs”) for Final Approval of Class Action Settlement, Class Representative Service
4 Awards, and Attorneys’ Fees and Costs (“Final Approval Motion”) came on regularly for hearing
5 before this Court on December 8, 2023, at ~~11:00 a.m.~~ ^{3 p.m.}, pursuant to California Rule of Court 3.769
6 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement
7 (“Preliminary Approval Order”). Having considered the parties’ Stipulation of Settlement
8 (“Settlement Agreement” or “Settlement”), and the documents and evidence presented in support
9 thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the
10 risks of further prosecution, and the substantial benefits to be received by the Settlement Class
11 pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair,
12 reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the
13 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Final Approval
14 Motion and hereby ORDERS the following:

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

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

19 All current and former non-exempt employees of Mulholland Tennis Club
20 in California at any time from September 10, 2016 through May 1, 2022 (the
“Class Period”).

21 3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines and Sean
22 M. Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. Notice was provided to Settlement Class members as set forth in the Settlement,
24 which was approved by the Court on June 30, 2023, and the notice process has been completed
25 in conformity with the Settlement and the Court’s Preliminary Approval Order. The Court finds
26 that said notice was the best notice practicable under the circumstances. The Class Notice
27 provided due and adequate notice of the proceedings and matters set forth therein, informed
28 Settlement 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 Settlement Class member objected to the Settlement, that no Settlement Class member opted out of the Settlement, and that the 100% 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 Settlement 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 Settlement Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

10. The Court orders Defendant Mulholland Tennis Club (“Mulholland Tennis Club” or “Defendant”) to deposit the Settlement Fund of \$230,000.00 with the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of the Effective Date.

11. The Court finds that Service Awards in the amount of \$5,000.00 to each Plaintiff, for a total of \$15,000.00, is appropriate for Plaintiffs’ risks undertaken and their services to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the

1 Settlement.

2 12. The Court finds that attorneys' fees in the amount of \$76,666.66 and litigation
3 costs of \$10,681.22 for Class Counsel are fair, reasonable, and adequate in light of the common
4 fund created by the Settlement, and orders that the Settlement Administrator distribute these
5 payments to Class Counsel in conformity with the terms of the Settlement.

6 13. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
7 the Settlement Fund in conformity with the terms of the Settlement, for all of its work done and
8 to be done until the completion of this matter and finds that sum appropriate.

9 14. The Court finds that the payment to the California Labor & Workforce
10 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
11 Plaintiffs' representative claims under the PAGA is fair, reasonable, and adequate, and orders the
12 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
13 of the Settlement.

14 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
15 days from the date of issuance of the check, and that any settlement checks that remain uncashed
16 after 180 days after they are mailed shall be distributed to the Controller of the State of California
17 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
18 name of the Settlement Class member to whom the check was issued.

19 16. As of the Effective Date and upon Mulholland Tennis Club's complete funding of
20 the Settlement Fund, Plaintiffs and every member of the Settlement Class will release and
21 discharge Defendant and any of Defendant's past, present, and/or future, direct and/or indirect,
22 officers, directors, employees, agents, principals, representatives, fiduciaries, attorneys,
23 accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and
24 reinsurers, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns,
25 placement or contingent workforce companies, heirs, and/or any party that was named as
26 defendants in the Action (collectively, the "Released Parties") as follows: Settlement Class
27 members (except those who opt-out) shall release all claims alleged in the operative Complaint,
28 or which could have been alleged based on the facts alleged in the operative Complaint, arising

1 from their employment with Defendant during the Class Period, including claims for: (1)
2 minimum wage violations; (2) overtime violations; (3) meal period violations; (4) rest period
3 violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair business practices;
4 and (8) associated civil and statutory penalties under Labor Code section 2699, *et. seq.*, including
5 but not limited to alleged violations of California Labor Code sections 201-203, 204, 210, 216,
6 226, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, relevant Industrial
7 Welfare Commission Wage Order(s), and Business and Professions Code section 17200, *et seq.*,
8 as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for
9 restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies
10 owed or available under the law ("Class Member Released Claims"). The period of the Class
11 Released Claims shall extend to the limits of the Class Period. In addition, all Settlement Class
12 members (regardless of whether they opt out) who worked for Mulholland Tennis Club at any
13 time from July 2, 2019 through May 1, 2022 (the "PAGA Period") shall release Defendant from
14 all claims for civil penalties under PAGA based on the above-mentioned violations, arising from
15 their employment with Defendant during the PAGA Period (the "PAGA Released Claims").

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

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12/16/24

1 18. Plaintiffs shall file a Final Disbursement Declaration on or before ~~October 11,~~
2 2024. A Non-Appearence Case Review Re: Filing of Final Disbursement Declaration is set for
3 12/23, 2024 at 9 a.m..

4 **IT IS SO ORDERED.**

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6 Dated: 12/8, 2023



Honorable William F. Highberger
Judge of the Superior Court