

Electronically Received 02/07/2025 03:13 PM

1 Arnab Banerjee (SBN 252618)  
2 BANNER LAW GROUP, P.C.  
3 11500 W. Olympic Blvd., Suite 400  
4 Los Angeles, California 90064  
5 Telephone: 323-426-2991  
6 Facsimile: 323-426-2975  
7 arnab@bannerlawgroup.com

8 Leslie Glycer (SBN 251226)  
9 LESLIE GLYER LAW, P.C.  
10 23 Corporate Plaza Drive, Suite 150  
11 Newport Beach, California 92660  
12 Telephone: (949) 629-2527  
13 leslie@caworkplacerrights.com

14 Attorneys for Plaintiff  
15 HAROLD CASALE

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

HAROLD CASALE, an individual,

Plaintiff,

vs.

MERCHANT OF TENNIS, INC., a California  
corporation; GREENLINE  
TRANSPORTATION, a California corporation  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV33661

[Assigned for all purposes to the Hon. Kenneth  
Freeman, Dept. 14]

**~~PROPOSED~~ ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENTS AND JUDGMENT**

Date: March 6, 2025  
Time: 10:00 a.m.  
Place: Department 6

**FILED**  
Superior Court of California  
County of Los Angeles

03/06/2025

David W. Stryker, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

~~PROPOSED~~ ORDER

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Amended Joint Stipulation of Class Action Settlement and Release (collectively, "Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released  
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or  
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of any individual, who opted out of the Settlement Class, final  
26 approval shall be with respect to: All former and current hourly-paid truck drivers in California and  
27 classified as a non-exempt employee who worked for Defendants during the Class Period, who did not  
28 sign an arbitration agreement and/or did not settle all of his or her claims as part of a prior class action

lawsuit, entitled *Alejandra Carrillo v. Merchant of Tennis, Inc.*, Case Number BC707896.

11. Plaintiff Harold Casale is adequate and suitable representatives and are hereby appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that his interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff's Class Representative Enhancement Payment of \$2,500 for his service on behalf of the Settlement Class.

13. The Court finds that the Arnab Banerjee of Banner Law Group, P.C. and Leslie Glycer of Leslie Glycer Law, P.C. have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints them as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of \$10,000 is hereby approved. Seventy-Five Percent (75%), or \$7,500, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$2,500, will be paid to PAGA Members.

15. The Court hereby awards \$47,500 in attorneys' fees and \$14,468.72 in costs and expenses to Banner Law Group, P.C. and Leslie Glycer Law, P.C. with attorneys' fees to be split equally and costs to be split pursuant to their accompanying declarations. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement.

16. The Court approves settlement administration costs and expenses in the amount of \$4,750 to Phoenix Class Action Administration Solutions.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order shall be forever binding on all Participating Class Members.

1           18.     The Participating Class Members, who are aggrieved employees, have released and  
2 forever discharged the Released Parties as follows:

3           All Participating Class Members, on behalf of themselves and their respective former  
4 and present representatives, agents, attorneys, heirs, administrators, successors, and  
5 assigns, release Released Parties from (i) all claims that were alleged, or reasonably  
6 could have been alleged, based on the Class Period facts stated in the Operative  
7 Complaint and ascertained in the course of the Action, including, e.g., any alleged  
8 failure to pay wages, failure to pay minimum wages, overtime wages, or other wages in  
9 violation of the California Labor Code or an Industrial Welfare Commission ("IWC")  
10 wage order, because of any alleged off-the-clock work, failure to record all time worked,  
11 work during a rest break; failure to provide accurate wage statements; failure to pay  
12 waiting time penalties; any alleged failure to provide breaks or authorize and permit  
13 breaks as required by the California Labor Code or an IWC wage order, or to pay  
14 premium pay with respect to rest periods in accordance with California Labor Code  
15 section 226.7 or an IWC wage order; or to reimburse any business expense as required by  
16 California Labor Code sections 2800 or 2802. These released claims include, without  
17 limitation, any such claim based on a theory of alleged violation of unfair competition  
18 laws encompassed in California Business and Professions Code section 17200 *et seq.* and  
19 which derives from the foregoing statutory or regulatory provisions or obligations, as  
20 well as any declaratory or injunctive relief or for restitution that otherwise derives from  
the foregoing alleged violations or as alleged in the Operative Complaint. All  
Aggrieved Employees are deemed to release, on behalf of themselves and their  
respective former and present representatives, agents, attorneys, heirs,  
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 PAGA Period facts stated in the Operative Complaint and the PAGA  
Notice. Except as set forth in Section 51(d) of this Agreement, Participating Class  
Members do not release any other claims, including claims for vested benefits,  
wrongful termination, violation of the Fair Employment and Housing Act,  
unemployment insurance, disability, social security, workers' compensation, or claims  
based on facts occurring outside the Class Period.

21           19.     The Participating Class Members, who are not aggrieved employees, have released and  
22 forever discharged the Released Parties as follows:

23           All Participating Class Members, on behalf of themselves and their respective  
24 former and present representatives, agents, attorneys, heirs, administrators,  
25 successors, and assigns, release Released Parties from (i) all claims that were  
26 alleged, or reasonably could have been alleged, based on the Class Period facts  
27 stated in the Operative Complaint and ascertained in the course of the Action,  
28 including, e.g., any alleged failure to pay wages, failure to pay minimum wages,  
overtime wages, or other wages in violation of the California Labor Code or an  
Industrial Welfare Commission ("IWC") wage order, because of any alleged  
off-the-clock work, failure to record all time worked, work during a rest break;  
failure to provide accurate wage statements; failure to pay waiting time

1 penalties; any alleged failure to provide breaks or authorize and permit breaks as  
2 required by the California Labor Code or an IWC wage order, or to pay  
3 premium pay with respect to rest periods in accordance with California Labor  
4 Code section 226.7 or an IWC wage order; or to reimburse any business expense  
5 as required by California Labor Code sections 2800 or 2802. These released  
6 claims include, without limitation, any such claim based on a theory of alleged  
7 violation of unfair competition laws encompassed in California Business and  
8 Professions Code section 17200 et seq. and which derives from the foregoing  
9 statutory or regulatory provisions or obligations, as well as any declaratory or  
10 injunctive relief or for restitution that otherwise derives from the foregoing  
11 alleged violations or as alleged in the Operative Complaint. Except as set forth  
12 in Section 51(d) of this Agreement, Participating Class Members do not release  
13 any other claims, including claims for vested benefits, wrongful termination,  
14 violation of the Fair Employment and Housing Act, unemployment insurance,  
15 disability, social security, workers' compensation, or claims based on facts  
16 occurring outside the Class Period.

17  
18 20. The Non-Participating Class Members, who are aggrieved employees, have released and  
19 forever discharged the Released Parties as follows:

20 All Non-Participating Class Members who are Aggrieved Employees are deemed to  
21 release, on behalf of themselves and their respective former and present  
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
23 Released Parties from all claims for PAGA penalties that were alleged, or reasonably  
24 could have been alleged, based on the PAGA Period facts stated in the Operative  
25 Complaint and the PAGA Notice.

26 21. Judgment in this matter is entered in accordance with the above findings.

27 22. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
28 continuing jurisdiction over the above-captioned action and the parties, including all Participating  
Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

23 23. This document shall constitute a judgment (and separate document constituting said  
24 judgment) for purposes of California Rules of Court, Rule 3.769(h).

25 24. Plaintiff shall file a declaration from the Settlement Administrator regarding the  
26 completion of settlement administration activities no later than <sup>12/10/2025</sup> ~~November 6, 2025~~ as well as an amended  
27 judgment re distribution of uncashed checks to the California Controller's Unclaimed Property Fund.

28 25. Plaintiff shall give notice of this Order and Judgement to Class Members, pursuant to  
rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgement

1 on the Settlement Administrator's website.

2  
3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4  
5 Dated: 03/06/2025



6 

7 Hon. Kenneth Freeman  
8 Los Angeles County Superior Court Judge  
9 Kenneth R. Freeman, Judge