

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

CLARK SELDIN, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

SPORTS ACADEMY, LLC, a California
limited liability company; SPORTS
ACADEMY THOUSAND OAKS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 2024CUOE034318

Assigned for All Purposes to:
Honorable Mark S. Borrel
Department 40

CLASS ACTION

**~~[PROPOSED]~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: March 12, 2026
Hearing Time: 8:20 a.m.
Hearing Place: Department 40

Complaint Filed: December 9, 2024
FAC Filed: September 9, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Clark Seldin' ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Class Action and PAGA Settlement Agreement ("Settlement Agreement,"
4 "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On September 29, 2025, Plaintiff and Defendants Sports Academy, LLC and Sports
6 Academy Thousand Oaks, LLC ("Defendant") entered the Settlement Agreement.

7 On November 13, 2025, the Court entered an order preliminarily approving the
8 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
9 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
10 providing the Class Members with an opportunity to object to the Settlement or exclude
11 themselves from the Class, and scheduling a Final Approval Hearing.

12 On March 12, 2026, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Amended Order of Final
14 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
15 otherwise provided herein, all the capitalized terms in this Order and Judgment shall have the
16 same meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all the
18 Class Members have been given the opportunity to request exclusion from the Class, the Court
19 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
21 grant final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from December 9, 2020, through October 20, 2025 ("Class," "Class Members," and
27 "Class Period"). There are three hundred eighty-one (381) Class Members who did not submit
28 valid and timely Requests for Exclusion from the Settlement ("Participating Class Members").

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement Agreement and satisfied the
3 requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
7 and Preliminary Approval Order. The Court finds that the Class Notice:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement Agreement and their rights; (iii) their right to object to any
11 aspect of the Settlement Agreement; (iv) their right to exclude themselves
12 from the Settlement Agreement; (v) their right to receive settlement
13 payments; (vi) their right to appear at the Final Approval Hearing; and
14 (vii) the binding effect of the orders and judgment in this lawsuit on all the
15 Participating Class Members;
16 b. Constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;
18 c. Constitutes the best practicable notice to the Class Members under the
19 circumstances of this lawsuit; and
20 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

21 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
22 preclude any action to enforce the terms and provisions of the Settlement.

23 7. Binding Effect. The terms and provisions of the Agreement and this Order
24 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

25 8. Final Settlement Approval. The terms and provisions of the Settlement
26 Agreement have been entered into in good faith, resulting from arm’s-length negotiations by
27 experienced counsel who have carried out and meaningfully investigated the disputed claims.
28 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,

1 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
2 Settlement Agreement according to its terms and provisions.

3 9. Release by the Participating Class Members. Effective on the date when
4 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
5 owed on the Wage Portion of the Individual Class Payments, all the Participating Class
6 Members, on behalf of themselves and their former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the
8 Released Class Claims.

9 a. Release by the Aggrieved Employee. Effective on the date when
10 Defendant fully funds the entire Gross Settlement Amount and funds all
11 employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all the Participating and Non-Participating Class Members, who
13 are Aggrieved Employees, are deemed to release, on behalf of themselves
14 and their former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from the
16 Released PAGA Claims.

17 b. Release by Plaintiff. Effective on the date when Defendant fully funds the
18 entire Gross Settlement Amount and funds all employer payroll taxes
19 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
20 Plaintiff's former and present spouses, representatives, agents, attorneys,
21 heirs, administrators, successors, and assigns generally release and
22 discharge the Released Parties from the Plaintiff's Release. Plaintiff also
23 expressly waives and relinquishes the provisions, rights, and benefits, if
24 any, of section 1542 of the Civil Code.

25 c. Released Parties. The Released Parties include Defendant and its parents,
26 shareholders, members, predecessors, successors, all affiliates,
27 subsidiaries, officers, directors, members, agents (including any
28 investment bankers, accountants, insurers, reinsurers, attorneys and any

1 past, present, or future officers, directors, and employees), employees, and
2 stockholders.

3 10. Gross Settlement Amount. The Court approves the payment of the Gross
4 Settlement Amount of \$350,000 to be paid by Defendant.

5 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
6 Payment. The Court finds the Class Counsel Fees Payment of \$105,000 (30% of the Gross
7 Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court
8 finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of
9 \$20,796.92 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees
10 and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement.
11 Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class
12 Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not
13 be required to pay for any other attorneys' fees and costs incurred by Plaintiff or Class Members
14 in connection with or related to this matter.

15 a. The courts have an independent right and responsibility to review the
16 Class Counsel Fees Payments and to only award so much as determined to
17 be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
18 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also
19 supported by the percentage fee method. (*Laffitte v. Robert Half*
20 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results
21 achieved, financial risk undertaken, difficulty of this matter, skills
22 required, percentage fees awarded in other cases, and contingent fees
23 charged in the private marketplace, the Court approves the Class Counsel
24 Fees Payment of \$105,000.

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b. The Court has reviewed the Declaration of Douglas Han regarding the litigation costs expended in prosecuting this matter. Pursuant to the Settlement Agreement, Class Counsel may seek reimbursement of litigation costs of up to \$25,000. The Court approves the Class Counsel Litigation Expenses Payment of \$20,796.92.

12. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$7,500 to be paid to Plaintiff to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. The criteria that the courts consider include: (i) risks to the class representatives in commencing the lawsuit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by the class representatives.

b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's involvement in this lawsuit. Given the risks inherent in serving as the class representative, duration of this lawsuit, work performed, and benefits created for the Class Members, the Court approves the Class Representative Service Payment of \$7,500.

13. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$9,500 to be paid to the Administrator to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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- 1 a. The Court has reviewed the Declaration of Laura Singh from CPT Group,
2 Inc., the Court-approved Administrator. The Court finds that the notice
3 provided to the Class Members constitutes the best practicable notice to
4 the Class Members and satisfied due process. The Court also finds that the
5 Administrator adequately administered the Settlement. The Court
6 approves the Administration Expenses Payment of \$9,500.

7 14. PAGA Penalties. The Court finds the PAGA Penalties of \$25,000, sixty-
8 five percent (65%) of which (\$16,250) will be paid to the California Labor and Workforce
9 Development Agency and thirty-five percent (35%) of which (\$8,750) will be distributed to the
10 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA
11 Penalties are to be paid pursuant to the terms and provisions set forth in the Agreement.

12 15. Fairness of the Settlement Agreement. As noted in the Preliminary
13 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
14 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
15 negotiations following litigation, discovery, and exchange of documentation. The negotiations
16 were facilitated with the assistance of Hon. Carl J. West (Ret.), an experienced and well-
17 respected mediator.

- 18 a. There are no objections and no requests for exclusion, demonstrating the
19 fairness of the Settlement Agreement.

- 20 b. The fairness of the Settlement Agreement is further demonstrated by the
21 gross *average* Individual Class Payment being approximately \$448.70,
22 and the gross *highest* Individual Class Payment being about \$3,326.82.

23 16. Funding of the Gross Settlement Amount. Defendant shall fund fifty
24 percent (50%) of the Gross Settlement Amount (\$175,000) by transmitting the funds to the
25 Administrator no later than the Effective Date. Defendant shall fund the remaining fifty percent
26 (50%) of the Gross Settlement Amount (\$175,000) and applicable employer payroll taxes owed
27 on the Wage Portion of the Individual Class Payments by transmitting the funds to the
28 Administrator no later than one hundred eighty (180) calendar days after the first payment.

1 Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and
2 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the
3 Administrator will mail checks to the appropriate entities and persons.

4 17. Uncashed Checks. The Class Members must cash or deposit their
5 settlement checks within one hundred eighty (180) calendar days after the settlement checks are
6 issued. The uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient
7 Family Promise, a national 501 non-profit organization.

8 18. Compliance Hearing. The Court sets a compliance hearing on June 17,
9 2027 at 8:35 a.m. in Department 40. A compliance status report and amended judgment shall be
10 filed no later than fourteen (14) calendar days before the compliance hearing. Pursuant to Code
11 of Civil Procedure section 384, the compliance status report shall specify the total amount paid to
12 the Participating Class Members and total residual of unclaimed settlement funds that will be
13 paid to the entity identified as the recipient of such funds in the Settlement Agreement.

14 19. Modification of the Agreement. The Agreement may be amended or
15 modified only by a written instrument signed by the Parties and their counsel or their
16 representatives/successors-in-interest. Such amendments or modifications shall be consistent
17 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

18 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
19 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
20 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
21 and for any other necessary purpose. This includes, without limitation:

- 22 a. Entering such additional orders as may be necessary or appropriate to
23 protect and/or effectuate this Order and Judgment approving the
24 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
25 related proceedings, and to ensure the fair and orderly administration of
26 the Settlement Agreement;

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On March 13, 2026, I served the foregoing documents described as

[PROPOSED] AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action a true and correct copy thereof enclosed in a sealed envelope addressed as follows and to the email addresses as follows:

Jessica C. Gregg (jcg@attwoodgregg.com)
Joel P. Kelly (jpk@attwoodgregg.com)
sem@attwoodgregg.com
ATTWOOD GREGG LLP
523 West 6th St., Suite 528
Los Angeles, CA 90014

Attorney(s) for Defendants Sports Academy, LLC and Sports Academy Thousand Oaks, LLC

[X] BY OVERNIGHT CARRIER

I placed such documents in a General Logistics Systems (GLS) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day General Logistics Systems (GLS) delivery and caused it to be delivered to a General Logistics Systems (GLS) drop-off box before the pickup deadline on the stated date.

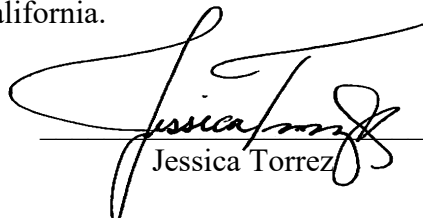
[X] BY E-MAIL

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 13, 2026, at Pasadena, California.



Jessica Torrez

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com

On April 27, 2026, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGEMENT

for the following case: **Seldin v. Sports Academy, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 1084519-25**
Court Case No.: 2024CUOE034318
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 27, 2026, at Pasadena, California.



Noelia Alonso Esteban