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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 23 2026

L. Melendrez *LM*

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JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiffs ARION NEILL, DAVE COLMENARES, and CATHERINE GARRITSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ARION NEILL and DAVE COLMENARES,
on behalf of the State of California and
Aggrieved Employees,

Plaintiffs,

v.

BOOT BARN, INC., a Delaware
Corporation; BOOT BARN HOLDINGS,
INC., a Delaware Corporation; and DOES 1-
100, inclusive,

Defendants.

Case No.: CVRI2402537

**~~PROPOSED~~ ORDER AFTER
HEARING GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS, AND JUDGMENT**

Date: September 15, 2026

Time: 8:30 a.m.

Dept.: 1

1 The Court, having read the papers filed regarding Plaintiffs' unopposed Motion for Final
2 Approval of Class Action and PAGA Settlement, and Request for Attorney's Fees and Costs, and
3 Judgment, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class and Representative PAGA Action Settlement Agreement ("Settlement
7 Agreement"), attached as Exhibit 1 to the Declaration of Sepideh Ardestani, filed on or about
8 December 30, 2025, is the product of arms-length negotiations between the parties and the terms of
9 the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
10 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
11 The Court orders the Parties to the Settlement Agreement to perform forthwith their respective
12 duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its May 14,
14 2026 Order After Hearing Granting Preliminary Approval of Class Action and PAGA Settlement
15 and July 22, 2026 Amended Order After Hearing Granting Motion for Preliminary Approval of
16 Class Action and PAGA Settlement, hereby is certified under California Code of Civil Procedure
17 Section 382 for purposes of settlement only. The Settlement Class includes all current and former
18 non-exempt employees who worked for Defendant Boot Barn, Inc. ("Boot Barn" or "Defendant")
19 in California and who received at least one wage statement during the Class Period of February 16,
20 2023 to December 12, 2025. For purposes of PAGA, the Aggrieved Employees include all current
21 and former non-exempt employees who worked for Boot Barn in California and who received at
22 least one wage statement during the PAGA Period of February 16, 2023 to May 14, 2026.

23 4. The Court adjudges that all Participating Class Members, on behalf of themselves
24 and their respective former and present representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns, release any and all claims, known or unknown, contingent or accrued,
26 against the Released Parties that have been, or could have reasonably been, alleged in the Operative
27 Complaint and asserted against the Released Parties that arise from the facts, matters, transactions
28 or occurrences alleged in the Action, including, without limiting, the foregoing: (a) failure to pay

1 all wages owed, including minimum and overtime wages; (b) failure to provide meal periods; (c)
2 failure to authorize and permit rest breaks; (d) unlawful deductions; (e) failure to provide accurate
3 itemized wage statements; (f) failure to maintain accurate payroll records; (g) failure to timely pay
4 wages during employment and upon separation; (h) failure to pay reporting time pay; (i) failure to
5 produce employment records; (j) failure to provide suitable resting facilities; (k) failure to provide
6 suitable seating; (l) failure to reimburse for all necessary business expenses; (m) failure to provide
7 written commission agreements; (n) violation of Labor Code section 226.2; (o) violation of
8 California Day of Rest law; (p) violation of Labor Code section 208; (q) unlawful agreements –
9 unlawful criminal history inquiries; (r) violation of Labor Code section 432.6; (s) failure to pay
10 vested vacation / paid time off; (t) sick leave violations; (u) violations of California Labor Code
11 Sections 201-204, 208, 210, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-248.6,
12 256, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2,
13 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, and related violations of the applicable
14 Industrial Welfare Commission Wage Order; and (v) violations of California Business and
15 Professions Code § 17200 et seq. Participating Class Members do not release any other claims,
16 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
17 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
18 based on facts occurring outside the Class Period.

19 5. The Court further adjudges the Plaintiffs, in their capacity as representatives of the
20 State of California under PAGA, release the Released Parties from the any and all claims arising
21 from any of the factual allegations in the PAGA Notice and the Operative Complaint, arising during
22 the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California
23 Labor Code Sections 2698 *et seq.*, including, without limiting, the foregoing: (a) failure to pay all
24 wages owed, including minimum and overtime wages; (b) failure to provide meal periods; (c) failure
25 to authorize and permit rest breaks; (d) unlawful deductions; (e) failure to provide accurate itemized
26 wage statements; (f) failure to maintain accurate payroll records; (g) failure to timely pay wages
27 during employment and upon separation; (h) failure to pay reporting time pay; (i) failure to produce
28 employment records; (j) failure to provide suitable resting facilities; (k) failure to provide suitable

1 seating; (l) failure to reimburse for all necessary business expenses; (m) failure to provide written
2 commission agreements; (n) violation of Labor Code section 226.2; (o) violation of California Day
3 of Rest law; (p) violation of Labor Code section 208; (q) unlawful agreements – unlawful criminal
4 history inquiries; (r) violation of Labor Code section 432.6; (s) failure to pay vested vacation / paid
5 time off; (t) sick leave violations; (u) violations of California Labor Code Sections 201-204, 208,
6 210, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 245-248.6, 256, 432, 432.5, 432.6,
7 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
8 1198.5, 1199, 2699, 2699.3, 2751, 2802, 2810.5, and related violations of the applicable Industrial
9 Welfare Commission Wage Order. Arias v. Superior Court (2009) 46 Cal.4th 969 (“a judgment in
10 that action binds all those, including nonparty aggrieved employees, who would be bound by a
11 judgment in an action brought by the government. . . . Accordingly, with respect to the recovery of
12 civil penalties, nonparty employees as well as the government are bound by the judgment in an
13 action brought under the act”).

14 6. The following individuals – Atlas Chandra, Jeannie Castillo, Brianna Fischenich,
15 Juana Lopez, Sandra Hernandez-Gress, and Jill Steinmetz – submitted timely and valid Requests
16 for Exclusion from the Settlement. These individuals therefore are excluded from the Class and are
17 not bound by the Settlement Agreement or this Order and Judgment, except as to the release of
18 claims under PAGA in Paragraph 5 above.

19 7. Under the Settlement Agreement, Defendant agrees to pay the escalated Gross
20 Settlement Amount (the “GSA”) of \$1,916,119.00. The Settlement Administrator is ordered to
21 distribute to the participating Class Members their respective individual settlement payments from
22 the Net Settlement Amount (the “NSA”) as provided in the Settlement Agreement. All envelopes
23 transmitting a settlement distribution check to the Class Members shall bear the following notation:
24 “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” If any class members are
25 current employees of Boot Barn, if their settlement distribution check is returned as undeliverable
26 and the administrator is unable to locate a valid mailing address, then the Settlement Administrator
27 shall arrange with Boot Barn to have those distributions delivered to the
28 employees at their place of employment. All settlement distribution checks shall be negotiable for

1 180 calendar days from the date of issuance. The Settlement Administrator is ordered to send a
2 reminder postcard to all Class Members who do not cash their check within 60 days of the initial
3 mailing. Funds attributable to uncashed checks that remain after the check void date shall be
4 forwarded to Voices for Children Riverside (P.O. Box 7219, Riverside, California 92513), which is
5 hereby approved by the Court as *cy pres* beneficiary. No funds shall revert to Boot Barn.

6 8. The Court further orders that the Class Members be provided with notice of this
7 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall include
8 with each Class Member's initial settlement distribution check a notice on the check stub advising
9 the Class Members that the Court entered Judgment, the date of the Judgment, and that Class
10 Members may obtain a copy of the Judgment upon request from the Settlement Administrator.

11 9. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is reasonable,
12 appropriate, and consistent with the attorneys' fees awarded in the Greater Los Angeles Area for
13 attorneys with similar qualifications, skill, and experience. Further, the costs incurred by Class
14 Counsel were reasonable and necessary for the successful prosecution of the case. Accordingly, the
15 Court approves Class Counsel's request for an award of attorney's fees in the amount of \$638,706.33
16 and an award of costs and expenses in the amount of \$21,900.82. Such amounts shall be paid as
17 provided in the Settlement Agreement.

18 10. The requests for enhancement awards to Plaintiffs and Class Representatives Neill
19 and Colmenares of \$10,000.00 each, and \$5,000.00 for Plaintiff Garritson, are reasonable given the
20 risks Plaintiffs assumed and the amount of time Plaintiffs spent assisting with prosecuting the case.
21 The requested amount also is within the range of reasonableness for such awards approved in other
22 cases. Accordingly, the Court approves the request for enhancement payments to Arion Neil and
23 Dave Colmenares in the amount of \$10,000.00 each, and \$5,000.00 to Catherine Garritson, and the
24 Settlement Administrator is ordered to make such payments consistent with the terms of the
25 Settlement Agreement.

26 11. The Court finds and determines the amount of \$226,119.00 for the PAGA Penalties
27 payment is fair, appropriate, and reasonable and that the payment to the California Labor &
28 Workforce Development Agency of \$169,589.25 as its share of the settlement of civil penalties

1 under the California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair,
2 appropriate, and reasonable. The Court hereby finally approves said payment and orders the
3 payment be made per the terms of the Settlement Agreement.

4 12. The Settlement Agreement provides the Settlement Administrator, CPT Group, Inc.,
5 shall be paid for its services from the GSA. As set forth in the Declaration of Kaylie O'Connor, the
6 Settlement Administrator is owed \$43,500.00 for services rendered and to be rendered in
7 administering the settlement. The Court therefore orders that CPT Group, Inc. be paid the amount
8 of \$43,500.00 consistent with the terms of the Settlement Agreement.

9 13. A Final Report (Nonappearance) Hearing is set for September 14, 2027, at 8:30 a.m.,
10 in Department 1 of the Riverside County Superior Court. The parties are ordered to file a compliance
11 report no later than five (5) court days before the compliance hearing, which report shall include as
12 appropriate a declaration from the Settlement Administrator describing the date the settlement
13 distribution checks were mailed, the total number of settlement distribution checks mailed to Class
14 Members, the average amount of the settlement distribution checks, the number of settlement
15 distribution checks remaining uncashed as of the check void date, the total value of the uncashed
16 settlement distribution checks, the average amount of the uncashed settlement distribution checks,
17 and the nature and date of disposition of any unclaimed funds.

18 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order
19 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
20 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
21 contemplated becomes effective and each and every act agreed to be performed by the parties has
22 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
23 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
24 construction, and interpretation of the Settlement Agreement.

25 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
26 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
27 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
28 of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute

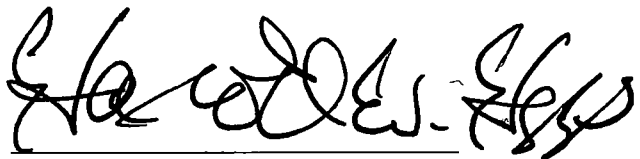
1 any opinion, position or determination of this Court as to the merits of the claims or defenses of any
2 party.

3 16. Judgment is hereby entered as follows: Plaintiffs Arion Neil, Dave Colmenares, and
4 Catherine Garritson, and the Participating Class Members, including all current and former non-
5 exempt employees who worked for Boot Barn in California and who received at least one wage
6 statement during the Class Period of, February 16, 2023 to December 12, 2025, who have not
7 otherwise opted out, shall take nothing from Boot Barn except as set forth in the Settlement
8 Agreement. The Court shall retain jurisdiction over the Parties to interpret, implement and enforce
9 this Judgment.

10 **IT IS SO ORDERED AND AJDUDGED.**

11
12
13 Dated:

9/22/26



Judge of the Superior Court
Judge Harold W. Hopp