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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

REBECCA URQUIZO, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

BOYS & GIRLS CLUBS OF
MONTEREY COUNTY, a California non-
profit corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV002929

CLASS ACTION

Assigned for All Purposes To:

Hon. Thomas W. Wills

Dept.: 15

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

*[filed concurrently with Plaintiff's Notice of Motion
and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim,
Katie Tran, and Rebecca Urquizo]*

Date: April 24, 2026

Time: 8:30 a.m.

Dept.: 15

Original Complaint filed: July 12, 2024

First Amended Complaint: August 26, 2024

Trial Date: None Set

ORDER

Plaintiff Rebecca Urquizo (“Plaintiff”), on behalf of herself and other similarly situated employees of Defendant Boys & Girls Clubs of Monterey County (“Defendant”) (collectively, “the Parties”), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on April 24, 2026, at 8:30 a.m. in Department 15 of the Monterey County Superior Court located at 1200 Aguajito Road, Monterey, CA 93940. The Court, having considered the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all persons employed by Defendant in California and classified as a non-exempt hourly employee who worked for Defendant during the Class Period, which is the period from July 12, 2020 through June 18, 2025.

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Class Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Court’s December 12, 2025 Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement

1 Agreement (“Preliminary Approval Order”), including individual notice to all Class Members who
2 could be identified through reasonable effort, and was the best notice practicable under the
3 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
4 matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth
5 in the Settlement Agreement and fully satisfied the requirements of California law, the California
6 and United States Constitutions (including the Due Process Clause), the requirements of Code of
7 Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The
8 Class Notice also provided due and adequate notice to Class Members of their right to exclude
9 themselves from the Settlement, as well as their right to object to any aspect of the proposed
10 Settlement.

11 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
12 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
13 reference, the Court finds the Settlement was entered into in good faith and further finds that the
14 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
15 Class Members. Plaintiff has satisfied the standards and applicable requirements for final approval
16 of this class action Settlement under California law, including the provisions of California Code of
17 Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
18 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821
19 (1971).

20 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
21 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
22 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
23 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
24 negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature
25 of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
26 proceeds among the Participating Class Members, and the fact that a settlement represents a
27 compromise of the Parties’ respective positions rather than the result of a finding of liability at trial.
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1 Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies
2 and did not improperly grant preferential treatment to any individual Class Member. Accordingly,
3 the Court finds that the Settlement Agreement was entered into in good faith.

4 7. Upon the Effective Date and on the date when Defendant fully funds the entire Gross
5 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
6 Class Payments, Plaintiff, all Participating Class Members and/or all Aggrieved Employees shall be
7 bound by the releases set forth in the Settlement Agreement.

8 8. No Class Member opted out from the Settlement, resulting in a total of 214
9 Participating Class Members.

10 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
11 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
12 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of
13 any wrongdoing by Defendant or any of the other Released Parties.

14 10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
15 adequately represented the Class for purposes of entering into and implementing the Settlement.

16 11. The Court finds the \$260,000.00 Gross Settlement Amount provided for under the
17 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
18 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
19 following deductions from the Gross Settlement Amount: (1) \$86,666.67 for attorneys' fees to Class
20 Counsel; (2) \$16,252.30 for attorneys' costs to Class Counsel; (3) a Class Representative Service
21 Payment of \$5,000.00 to Plaintiff; (4) the PAGA Penalties of \$26,000.00 for claims asserted under
22 California's Private Attorneys General Act ("PAGA"), of which 65% will be payable to the
23 California Labor and Workforce Development Agency ("LWDA") and 35% will be payable to the
24 Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment"); and (5) \$6,990.00 for an
25 Administration Expenses Payment to Apex Class Action, LLC ("Apex"). The Net Settlement
26 Amount available for distribution to the Class is approximately \$119,091.03.

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1 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
2 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$86,666.67
3 and for costs and expenses in the amount of \$16,252.30 as final payment for and complete
4 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
5 hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness
6 and that the result achieved justifies the award and that the requested expenses were reasonably
7 incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross
8 Settlement Amount in accordance with the terms of the Settlement Agreement.

9 13. It is ordered that the Class Representative Service Payment of \$5,000.00 to Plaintiff
10 Rebecca Urquizo is fair and reasonable as a service award for her service to the Class. The Class
11 Representative Service Payment shall be made from the Gross Settlement Amount in accordance
12 with the terms of the Settlement Agreement.

13 14. The Court further approves the payment of \$6,990.00 to Apex Class Action, LLC to
14 cover the costs of administration as provided for in the Settlement Agreement. The payment
15 authorized by this paragraph shall be made in accordance with the terms of the Settlement
16 Agreement.

17 15. The Court also approves a payment of \$26,000.00 for claims asserted under PAGA
18 ("PAGA Penalties"), with 65% of the PAGA Penalties (\$16,900.00) payable to the LWDA and the
19 other 35% (\$9,100.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
20 Settlement Agreement). The PAGA Penalties are included in, and shall come from, the Gross
21 Settlement Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in
22 accordance with the terms of the Settlement Agreement.

23 16. The Court finds the settlement payments from the Net Settlement Amount provided
24 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
25 orders the calculations and the payments to be made and administered to the Participating Class
26 Members in accordance with the terms of the Settlement Agreement. The settlement payments
27 authorized by this paragraph shall be made in accordance with the terms of the Settlement
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1 Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class
2 Payments and Individual PAGA Payments to Participating Class Members and Aggrieved
3 Employees, all funds from any uncashed checks remaining in the Net Settlement Amount shall be
4 transmitted to the California State Bar's Greg E. Knoll Justice Gap Fund pursuant to California Code
5 of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient").

6 17. The Court shall examine the final accounting at a Compliance Hearing set on
7 February 23, 2027 at 9 :00 a.m./~~p.m.~~

8 18. Defendant shall not be required to pay any additional amounts in connection with the
9 Settlement other than those amounts specifically set forth in the Settlement Agreement.

10 19. Without affecting the finality of the Settlement, this Final Approval Order, or Final
11 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
12 continuing jurisdiction over the above-captioned action and the Parties, including all Participating
13 Class Members, relating to the Action and the administration, consummation, enforcement and
14 interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary
15 purpose.

16 20. The final order shall constitute the final judgment.

17 21. There is no reason to delay the enforcement of this Final Approval Order and the
18 Final Judgment.

19 **IT IS SO ORDERED.**

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21 Dated: April 24, 2026



Honorable Thomas W. Wills
Judge of the Superior Court