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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 12/12/2025
By Deputy: Conder, Perla

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on behalf of herself and others similarly situated
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF MONTEREY**

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

13 Plaintiff,

14 vs.
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16 BOYS & GIRLS CLUBS OF MONTEREY
COUNTY, a California non-profit
17 corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.
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Case No.: 24CV002929

CLASS ACTION

Assigned for All Purposes To:
Hon. Thomas W. Wills
Dept.: 15

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

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

Date: December 12, 2025
Time: 08:30 a.m.
Dept.: 15

Original Complaint filed: July 12, 2024
First Amended Complaint: August 26, 2024
Trial Date: None Set

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ORDER

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2 Plaintiff Rebecca Urquizo (“Plaintiff”), on behalf of herself and other similarly situated
3 employees of Defendant Boys & Girls Clubs of Monterey County (“Defendant”) (collectively, “the
4 Parties”), filed an unopposed Motion for Preliminary Approval of the Parties’ Class Action and
5 PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”). The Motion was set for
6 hearing on December 12, 2025, at 08:30 a.m. in Department 15 of the Monterey County Superior
7 Court located at 1200 Aguajito Road, Monterey, CA 93940. The Court, having considered the
8 Settlement Agreement and the proposed Court Approved Notice of Class Action Settlement and
9 Hearing Date for Final Court Approval (“Class Notice”) (attached as Exhibit A to the Settlement
10 Agreement (which is attached as Exhibit 1 to the Declaration of Enoch J. Kim (“Kim Decl.”)), the
11 submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

12 1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement,
13 which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

14 2. This Order incorporates by reference the definitions in the Settlement Agreement,
15 and all terms defined therein will have the same meaning as in this Order;

16 3. The Court conditionally certifies the Class consisting of all persons employed by
17 Defendant in California and classified as a non-exempt hourly employee who worked for Defendant
18 during the Class Period, which is the period from July 12, 2020 through June 18, 2025. (Kim Decl.,
19 Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12.)

20 4. The class action settlement contemplated by the Settlement Agreement is
21 preliminarily approved based upon the terms set forth in the Settlement Agreement. The Settlement
22 appears to be fair, adequate, and reasonable for the Class and falls within the range of
23 reasonableness that could ultimately be granted final approval by the Court.

24 5. The Court preliminarily finds, for settlement purposes only, that the Class meets
25 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
26 the absence of class certification and settlement, each individual Class Member would have to
27 litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour
28 violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class

1 Members' claims all arise from the same alleged events and course of conduct and are based on the
2 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
3 same interests as all members of the Class, and they are represented by experienced and competent
4 counsel. The Court further finds, preliminarily and for settlement purposes only, that common
5 issues predominate over individual issues in this litigation and that class treatment is superior to the
6 other means of resolving this dispute.

7 6. The preliminary approval of the class action settlement includes the approval for
8 purposes of the Settlement of Emil Davtyan, David Yeremian, Enoch J. Kim, and Arianna N. Razi
9 of D.Law, Inc. as Class Counsel, Plaintiff Rebecca Urquizo as Class Representative, and Apex
10 Class Action LLC ("Apex") as the Administrator. Class Counsel is authorized to act on behalf of
11 the Class Members with respect to all acts or consents required by or which may be given pursuant
12 to the Settlement Agreement and such other acts reasonably necessary to consummate the
13 Settlement. The Administrator is authorized to perform such acts as set forth in this Order and the
14 Settlement Agreement.

15 7. The Court grants approval of the PAGA settlement pursuant to the terms and
16 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
17 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
18 § 2699(1)(2).

19 8. The Class Notice advises the Class of the material terms and provisions of the
20 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is approved
21 as to form and content. The Court approves the procedures set forth in the Settlement Agreement
22 for Class Members to participate in, opt out of, and object to the Settlement as set forth in the Class
23 Notice.

24 9. The Class Notice, attached as Exhibit A to the Settlement Agreement, which is
25 attached as Exhibit 1 to the Declaration of Enoch J. Kim, advises the Class of the material terms
26 and provisions of the Settlement, the procedure for approval thereof, and their rights with respect
27 thereto, and is approved as to form and content. The Court approves the procedures set forth in the
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1 Settlement Agreement for Class Members to participate in, opt out of, and object to the Settlement
2 as set forth in the Class Notice.

3 10. The Class Notice will be sent by first-class mail to the Class Members in accordance
4 with the schedule set forth in the Settlement Agreement. The dates selected for the mailing and
5 distribution of the Class Notice, and the other dates as set forth in the Settlement Agreement, meet
6 the requirements of due process and provide the best notice practicable under the circumstances,
7 and will constitute due and sufficient notice to all persons entitled thereto.

8 11. Each Class Member who wishes to be excluded from the Class portion of the
9 Settlement must submit a written request to be excluded (“Request for Exclusion”) from the Class
10 portion of the Settlement by the deadline set forth in the Class Notice. Any Class Member who
11 does not submit a timely Request for Exclusion from the Class portion of the Settlement consistent
12 with the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the
13 terms of the Settlement Agreement.

14 12. Only Participating Class Members may object to the Class portion of the Settlement,
15 including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel
16 Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment,
17 and/or Class Representative Service Payment. Participating Class Members may send written
18 objections to the Administrator, by fax, email, or mail, by the deadline set forth in the Class Notice.
19 Participating Class Members may also appear in Court (or hire an attorney to appear in Court at
20 their own expense) to present verbal objections at the Final Approval Hearing.

21 13. A Final Approval Hearing on the question of whether the proposed Settlement, Class
22 Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel for
23 attorneys’ fees and reasonable expenses incurred in connection with this Action, Class
24 Representative Service Payment to Plaintiff for her services in this Action, and Administration
25 Expenses Payment to the Administrator should be approved as fair, reasonable, and adequate as to
26 the Class and whether the Settlement should be given final approval is scheduled on:
27 _____, 2026 at _____.m. Plaintiff shall file a motion for final approval of the
28 Settlement no later than 16 court days prior to the Final Approval Hearing.

1 14. The Settlement Agreement will not be construed as an admission or evidence of
2 either liability or the appropriateness of class certification in the non-settlement context, as more
3 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
4 rights of Defendant to oppose certification of a class in this action should the proposed Settlement
5 not be granted final approval. If, for any reason, the Court does not grant final approval of the
6 Settlement, all evidence and proceedings held in connection therewith shall be without prejudice to
7 the status quo ante rights of the parties to the litigation as more specifically set forth in the
8 Settlement Agreement.

9 15. All further proceedings in this action are stayed except such proceedings necessary
10 to review, approve, and implement this Settlement.

11 16. The Court finds that all required notifications and submissions to the California
12 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
13 Motion have been made by Plaintiff in the time and manner specified under PAGA.

14 **17. Final Approval Hearing is set for April 24, 2026 at 8:30 a.m. on the complex calendar
IT IS SO ORDERED.**

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16 Dated: December 12, 2025



Honorable Thomas W. Wills
Judge of the Superior Court

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