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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GARY WALKER SR., an individual, and on
behalf of all others similarly situated,

Plaintiff,
v.

BOYS REPUBLIC, a California nonprofit
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: CIVRS2506102

[Assigned for all purposes to Hon. Gilbert
Ochoa in Dept. R17]

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Gary Walker Sr. ("Plaintiff") for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Plaintiff Gary Walker Sr., and Sean Hartranft, the Class and
5 PAGA Action Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement"), the
6 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class
7 Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class ("Settlement Class," "Settlement Class
12 Members," "Class Members") for the purpose of settlement only: all persons employed by
13 Defendant Boys Republic ("Defendant"), as non-exempt, hourly-paid employees, during the period
14 from July 18, 2021 through May 12, 2026 ("Class Period") in the State of California.

15 3. The Court preliminarily appoints the named plaintiff Gary Walker Sr. ("Plaintiff") as Class
16 Representative, and David D. Bibiyan, Jason Rothman, Vedang J. Patel, and Megan R. Lazar of
17 Bibiyan Law Group, P.C., as Class Counsel.

18 4. The Court preliminarily approves the proposed class settlement upon the terms and
19 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
20 settlement appears to be within the range of reasonableness of settlement that could ultimately be
21 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
22 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
23 probable outcome of further litigation relating to liability and damages issues. It further appears that
24 extensive and costly investigation and research has been conducted such that counsel for the parties
25 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
26 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
27 delay and risks that would be presented by the further prosecution of the Action. It further appears
28 that the settlement has been reached as the result of intensive, non-collusive and arms-length

1 negotiations utilizing an experienced third-party neutral.

2 5. The Court approves, as to form and content, the Class Notice that has been submitted
3 herewith as Exhibit A to the Settlement Agreement. The Court finds that the Class Notice appears
4 to fully and accurately inform the Class Members of all material elements of the Settlement, or Class
5 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
6 Class Members' right to dispute Workweeks and/or Pay Periods credited to each of them by
7 submitting a Dispute, and each Class Members' right and opportunity to object to the Settlement by
8 submitting a Notice of Objection to the Administrator.

9 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
10 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
11 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
12 with the requirements of law and appears to be the best notice practicable under the circumstances.
13 The form and method of giving notice complies fully with the requirements of Code of Civil
14 Procedure section 382, California Civil Code section 1787, California Rules of Court 3.766 and
15 3.769, and the California and United States Constitution.

16 7. The Court hereby preliminarily approves the definition and disposition of the Gross
17 Settlement Amount of \$1,400,000.00, which is inclusive of: attorneys' fees of up to thirty-five
18 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement,
19 amounts to \$490,000.00, in addition to actual costs incurred of up to \$40,000.00; a service award of
20 up to \$10,000.00 to Plaintiff Gary Walker Sr.; costs of settlement administration of no more than
21 \$10,980.00; and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of
22 \$140,000.00, of which \$91,000.00 (65%) will be paid to the Labor and Workforce Development
23 Agency ("LWDA") and \$49,000.00 (35%) to "Aggrieved Employees," defined as a person currently
24 or formerly employed by Defendant, as a non-exempt, hourly-paid employee, during the period
25 from July 18, 2024 through the end of the Class Period ("PAGA Period") in the State of California.

26 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
27 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
28 Settlement Amount.

1 9. Class Member's "Pay Period" shall mean any pay period during which a Class
2 Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-
3 hire dates (as applicable), and termination dates (as applicable).

4 10. Defendant estimates that there are approximately 42,361 Workweeks during the
5 Class Period. In the event the number of workweeks during the Class Period increases by more than
6 10%, or 4,236 Workweeks, then, at Defendant's election: (1) the Gross Settlement Amount shall be
7 increased proportionally by the Workweeks in excess of 46,597 multiplied by the Workweek Value;
8 or (2) the Class Period shall end on the date the number of workweeks reaches 46,597. The
9 Workweek Value shall be calculated by dividing the Gross Settlement Amount by 42,361. The
10 Parties agree that the Workweek Value amounts to \$33.05 per Workweek ($\$1,400,000 / 42,361$
11 Workweeks). Thus, for example, should there be 47,000 Workweeks in the Class Period, then the
12 Gross Settlement Amount shall be increased by \$13,319.15. ($47,000 \text{ Workweeks} - 46,597$
13 $\text{Workweeks} \times \$33.05/\text{Workweek}$). Defendant shall provide the class data to the administrator no
14 later than 30 days before the hearing on Plaintiff's Motion for Preliminary Approval. Defendant
15 shall make its election regarding the above no later than 7 days after receiving information from the
16 Administrator regarding the Workweek count. Should Defendant fail to make its election within the
17 above timeframe, then option (1) shall automatically apply.

18 11. The Court appoints Apex Class Action Administration ("Administrator" or
19 "Settlement Administrator"), the settlement administrator, and preliminarily approves payment of
20 administrative costs, not to exceed \$10,980.00 out of the Gross Settlement Amount for services to
21 be rendered by Apex on behalf of the class.

22 12. Not later than 30 days before the hearing on Plaintiff's Motion for Preliminary
23 Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft
24 Excel spreadsheet. "Class Data" means Class Member identifying information in Defendant's
25 custody, possession, or control, including the Class Member's (1) name; (2) last known address(es);
26 (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
27 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

28 13. To protect Class Members' privacy rights, the Administrator must maintain the Class

1 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
2 and restrict access to the Class Data to Administrator's employees who need access to the Class
3 Data to effect and perform under the Agreement.

4 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
5 after Preliminary Approval, the Administrator will send to all Class Members identified in the Class
6 Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish
7 translation, substantially in the form attached to the Agreement as Exhibit A. Before mailing Class
8 Notices, the Administrator shall update Class Member addresses using the National Change of Address
9 database.

10 15. The Administrator will maintain and use an internet website to post information of
11 interest to Class Members including the date, time and location for the Final Approval Hearing and
12 copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval,
13 the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
15 Approval and the Judgment.

16 16. Not later than 3 business days after the Administrator's receipt of any Class Notice
17 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
18 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
19 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
20 most current address obtained.

21 17. "Response Deadline" forty-five (45) days after the Administrator mails Notice to
22 Class Members and Aggrieved Employees, and shall be the last date on which Class Members may:
23 (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
24 Settlement. Class Members to whom Notice Packets are resent after having been returned
25 undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline
26 has expired.

27 18. The Court hereby preliminary approves the proposed procedure set forth in the
28 Agreement for seeking exclusions from the Class Settlement. Class Members who wish to exclude

1 themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written
2 Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an
3 additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
4 is a letter from a Class Member or his/her representative that reasonably communicates the Class
5 Member's election to be excluded from the Settlement and includes the Class Member's name,
6 address, and email address or telephone number. To be valid, a Request for Exclusion must be timely
7 postmarked by the Response Deadline.

8 19. Every Class Member who does not submit a timely and valid Request for Exclusion
9 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
10 bound by all terms and conditions of the Settlement, including the Participating Class Members'
11 Releases under the Agreement, regardless of whether the Participating Class Member actually
12 receives the Class Notice or objects to the Settlement.

13 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice
14 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
15 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
16 Class Notice. The Class Member may challenge the allocation by communicating with the
17 Administrator via mail.

18 21. Only Participating Class Members may object to the class action components of the
19 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
20 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
21 and/or Class Representative Service Payment.

22 22. Participating Class Members may send written objections to the Administrator by
23 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
24 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
25 Member who elects to send a written objection to the Administrator must do so not later than 45
26 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
27 Members whose Class Notice was re-mailed).

28 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts

necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 45 days after the Effective Date.

24. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (i.e., 180 calendar days after the date of issuance) the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure section 384, subdivision (b).

25. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

26. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

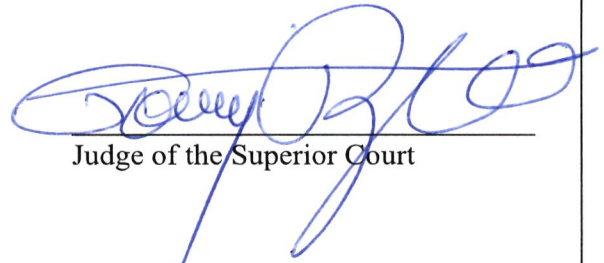
27. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by 1/12/2027.

28. A Final Approval Hearing shall be held with the Court on 2/2/2027 at 9:00 am in Department R17 of the above-entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the

1 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

2 **IT IS SO ORDERED.**

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4 Dated: 9/1/2026



Judge of the Superior Court

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