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Attorneys for Plaintiffs
and the Proposed Class

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

GARDENIA ZUNIGA-HARO,
individually, and on behalf of all others
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorney General Act;

Plaintiff,

vs.

COMMUNITY CHILD CARE
COORDINATING COUNCIL OF
ALAMEDA, a California nonprofit
corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED
Superior Court of California
County of Alameda

01/12/2026

Clad Flake, Executive Officer / Clerk of the Court

By: *P. Drummer-Williams* Deputy
P. Drummer-Williams

Case No.: 24CV096756

Assigned for All Purposes to:
Hon. Patrick McKinney, Dept. 18

**~~REVISED~~ ~~PROPOSED~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND
CONDITIONAL CERTIFICATION**

Date: January 7, 2026
Time: 1:30 p.m.
Dept.: 18

1 **PLEASE TAKE NOTICE THAT** on January 7, 2026 at 1:30 p.m., the Motion for Preliminary
2 Approval of Class Action Settlement filed by Plaintiff (“Plaintiff”), on behalf of herself and a
3 Settlement Class, and not opposed by Defendant Community Child Care Coordinating Council of
4 Alameda County (“Defendant”), came on for hearing in Department 18 of the Alameda County
5 Superior Court, located at 1221 Oak Street, Oakland, CA 94612.

6 After full consideration of the evidence, the pleadings and papers filed by the parties in
7 connection therewith, arguments of counsel and all other matters presented to the Court, and good
8 cause having been shown, the Court thereafter confirmed the following Tentative Ruling making its
9 findings on January 6, 2026:

10
11 “The Motion for Preliminary Approval of Settlement filed by GARDENIA ZUNIGA-HARO
12 on 11/17/2025 is Granted.

13
14 **BACKGROUND**

15 This is a wage-and-hour class action and PAGA representative action. Plaintiff Gardenia
16 Zuniga-Haro has agreed to settle the claims against Defendant Community Child Care Coordinating
17 Council of Alameda County for a non-reversionary payment of \$335,000.00, which includes an
18 attorney’s fee award of up to \$111,666.66; reimbursement of Plaintiff’s litigation costs up to
19 \$25,000; an enhancement award of up to \$7,500.00 for the representative plaintiff; settlement
20 administration costs of up to \$6,490.00; and \$25,000.00 in PAGA civil penalties, 75% of which
21 go to California’s Labor and Workforce Development Agency (LWDA) and 25% to aggrieved
22 employees. The remaining settlement funds are to be distributed among participating class
23 members on a pro rata basis, with an estimated average payment of \$1,542.14. Plaintiff’s counsel
24 informed the LWDA of the settlement, and the motion is unopposed.

25 **LEGAL STANDARD**

26 To prevent “fraud, collusion or unfairness to the class, the settlement or dismissal of a class
27 action requires court approval.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.)
28 The court “must determine the settlement is fair, adequate, and reasonable.” (*Id.* at p. 1801.)

1 “The well-recognized factors that the trial court should consider in evaluating the reasonableness
2 of a class action settlement agreement include ‘the strength of plaintiffs’ case, the risk, expense,
3 complexity and likely duration of ,...further litigation, the risk of maintaining class action status
4 through trial, the amount offered in settlement, the extent of discovery completed and stage of
5 the proceedings, the experience and views of counsel, the presence of a governmental
6 participant, and the reaction of the class members to the proposed settlement.’” (*Kullar v. Foot
7 Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk, supra*, at p. 1801].)
8 Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair,
9 reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations,
10 deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.*
11 (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the
12 strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely
13 duration of further litigation, and the settlement amount”].)

14 **PRELIMINARY APPROVAL**

15 Plaintiff investigated and obtained information from Defendant, including applicable meal and
16 rest period policies and practices, time keeping policies and practices, applicable expense
17 reimbursement policies and practices, and time and payroll data. (Hyun Decl., ¶¶ 6, 7.) The
18 parties then participated in an arm’s length mediation with a professional mediator and settled.
19 (*Id.*, ¶ 8.) Plaintiff includes an adequate *Kullar* analysis, providing a reasonable estimate of 109
20 class members, the total estimated possible recovery, and an explanation why the settlement was
21 reasonable in light thereof. (See *id.*, ¶¶ 12–24.) The court gives “considerable weight to the
22 competency and integrity of counsel and the involvement of a neutral mediator in assuring itself
23 that a settlement agreement represents an arm’s length transaction entered without self-dealing or
24 other potential misconduct.” (*Kullar, supra*, 168 Cal.App.4th at p. 129.) The terms of the
25 settlement and notice procedures appear generally fair, reasonable, and adequate. The parties
26 revised the scope of the PAGA release at the court’s request. (See Supp. Jackson Decl., filed
27 Dec. 19, 2025.)
28

1 **SERVICE AWARD, FEES, & COSTS**

2 The court will not rule on a service award, attorney’s fees, or costs until final approval but
3 provides the following preliminary guidance:

4 Any request for a service award must be supported with “quantification of time and effort
5 expended on the litigation, and in the form of reasoned explanation of financial or other risks
6 incurred by the named plaintiffs.” (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th
7 785, 807.) The requested award is in line with the court’s \$7,500.00 benchmark.

8 This court’s benchmark for attorney’s fees is 30%. (See *Laffitte v. Robert Half Internat. Inc.*
9 (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167,
10 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.*
11 (2008) 162 Cal.App.4th 43, 66 fn 11.) A “court approving a settlement that includes a negotiated
12 fee [] is required to decide if the fee negotiated by the parties closely approximates the value of
13 the attorneys’ work.” (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) Counsel must address
14 the value of the attorneys’ work, as well as the justification for any deviation from this court’s
15 benchmark. Ten percent of the attorney’s fee award must be held by the settlement administrator
16 until completion of the distribution process and court approval of a final accounting.

17 The settlement agreement authorizes reimbursement of litigation costs. Counsel must provide
18 evidentiary support for the actual costs incurred at the time of final approval.

19 The court’s preference is for Plaintiff to move for final approval, including approval of
20 attorneys’ fees, costs, and Plaintiff’s service award, in a single motion.

21 **ORDER**

22 Plaintiff’s motion for preliminary approval of class action settlement is GRANTED. Plaintiff
23 must submit a proposed order within three days of notice of entry of this order. A final approval
24 hearing will be held on May 27, 2026 at 1:30 pm in Department 18. The moving party may
25 obtain a reservation number from the clerk.”

26
27 The Parties did not contest the Tentative Ruling of the Court, which became the Order of
28 the Court on January 7, 2026.

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NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement (“Agreement” or “Settlement Agreement”), and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement attached as **Exhibit 1** to the Declaration of Tiffany Hyun filed concurrently herewith.

2. The Court recognizes that the parties stipulate and agree to certification of a class for settlement purposes only. For settlement purposes only, the Court conditionally certifies the following settlement class (the “Class Members” or “Settlement Class”): “All persons who worked for Defendant in California as hourly, non-exempt employees at any time during the Class Period.” “Class Period” means the period from October 22, 2020 through October 27, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

3. The Class also includes “Aggrieved Employees,” which is defined as “all persons who worked for Defendant in California as hourly, non-exempt employees at any time during the PAGA Period.” The “PAGA Period” is defined as the period from October 18, 2023 to October 27, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

4. The Court finds, for settlement purposes only, the requirements of California Code of Civil Procedure section 382 are satisfied. The term “Participating Class Member” means a Class Member who has not requested exclusion from the Settlement.

5. Plaintiff Gardenia Zuniga-Haro is hereby appointed and designated, for all purposes, as the representative of the class, and the following attorneys are hereby appointed and designated as counsel for Plaintiff and the Class (“Class Counsel”):

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Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and extensive negotiations among Plaintiff, Defendant, and their respective counsel.

7. A final approval hearing shall be held before this Court on May 27, 2026, at 1:30 p.m. in Department 18 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether a Judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsels' Fees and Costs Award, the Class Representative Enhancement Payments, the PAGA payment to the LWDA and the settlement administration expenses. The Final Approval hearing may be continued without further

1 notice.

2 8. The Parties shall file a Motion for Final Approval on or before sixteen (16) court
3 days prior to the hearing.

4 9. The Court hereby appoints Apex Class Action Administration as Settlement
5 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
6 Class Members (including the Aggrieved Employees) the Notice by first class mail within fourteen
7 (14) calendar days after the receipt of the Class Data from Defendant using the procedures set forth
8 in the Settlement Agreement. Class Members who do not opt out of the non-PAGA portion of the
9 settlement will become Participating Class Members and will automatically receive their
10 Individual Settlement Payment.

11 10. The Court hereby approves, as to form and content, the Notice of Class Action
12 Settlement and Hearing Date for Final Court Approval attached to the December 19, 2025,
13 Supplemental Declaration of Jeffrey Jackson in Support of Motion for Preliminary Approval as
14 **Exhibit 3**. The Court finds that the distribution of the Notice of Class Action Settlement
15 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
16 the requirements of due process, is the best notice practicable under the circumstances, and shall
17 constitute due and sufficient notice to all persons entitled thereto.

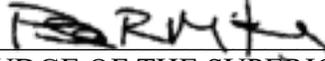
18 11. Prior to mailing the Notice of Class Action Settlement and Hearing Date for Final
19 Court Approval, the Settlement Administrator is directed to verify the total number of workweeks
20 and pay periods in accordance with terms of the Settlement Agreement and to determine whether
21 the Escalator Clause has triggered and if so, to determine Defendant's election under that clause.
22 If Defendant elects to modify the Class Period pursuant to the Escalator Clause, the Notice of Class
23 Action Settlement and Class List shall be modified to ensure the accuracy of the Notice and that
24 the Notice is only sent to persons who are Class Members.

25 12. The Court reserves the right to adjourn or continue the date of the final approval
26 and all dates provided for in the Settlement Agreement without further notice and retains
27 jurisdiction to consider all further applications arising out of or connected with the proposed
28 Settlement.

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IT IS SO ORDERED.

Dated: Feb 27 2018


JUDGE OF THE SUPERIOR COURT

Patrick McKinney / Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF ALAMEDA)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; the address from which I served the document listed below is 355 S
7 Grand Ave, Suite 1450, Los Angeles, California 90071. On January 8, 2026, I served the foregoing
8 document described as:

9 **[REVISED][PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF**
10 **CLASS ACTION SETTLEMENT AND CONDITIONAL CERTIFICATION**

11 **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to the
12 following email addressee(s), in accordance with:

13 the written confirmation of counsel in this action:

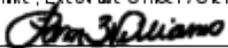
14 **SIMPSON, GARRITY, INNES & JACUZZI, P.C.**
15 Attorneys for Defendant Community Child Care Coordinating Counsel of Alameda.
16 Ron Garrity (rgarrity@sgijlaw.com)
17 Kendall Burton (kburton@sgijlaw.com)
18 Emily Simpson (emily@sgijlaw.com)
19 601 Gateway Blvd, Suite 950
20 South San Francisco, CA 94080

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

23 Executed on January 8, 2026, at Los Angeles, California.

24 Mellinda Hensley
25 _____
26 Name

27 
28 _____
Signature

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 01/12/2026 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: GARDENIA ZUNIGA-HARO	By:  Deputy
DEFENDANT/RESPONDENT: COMMUNITY CHILD CARE COORDINATING COUNCIL OF ALAMEDA, a California nonprofit corporation	P. Drummer-Williams
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV096756

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [REVISED][PROPOSED]ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CONDITIONAL CERTIFICATION entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Ronald Fox Garrity
Simpson Garrity Innes & Jacuzzi, PC
rgarrity@sgilaw.com

Seung Yang
THE SENTINEL FIRM, APC
seung.yang@thesentinel firm.com

Dated: 01/12/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk