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9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF ALAMEDA**

12  
13 GARDENIA ZUNIGA-HARO, individually, and  
14 on behalf of all others similarly situated, and on  
15 behalf of other aggrieved employees pursuant to  
16 the California Private Attorney General Act;

17 Plaintiff,

18 vs.

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

23 Defendants.

Case No.: 24CV096756

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

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT AND  
CLASS NOTICE**

Complaint Filed: October 22, 2024  
FAC Filed: December 26, 2024  
Trial Date: None Set

1                   **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

2                   This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
3 Plaintiff Gardenia Zuniga-Haro (“Plaintiff”) and Defendant Community Child Care Coordinating Council  
4 of Alameda County (erroneously sued as Community Child Care Coordinating Council of Alameda in this  
5 Action) (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or  
6 individually as “Party.”

7                   **1.       DEFINITIONS.**

8                   1.1.       “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against  
9 Defendant captioned *GARDENIA ZUNIGA-HARO, individually, and on behalf of*  
10 *all others similarly situated, and on behalf of other aggrieved employees pursuant*  
11 *to the California Private Attorney General Act vs. COMMUNITY CHILD CARE*  
12 *COORDINATING COUNCIL OF ALAMEDA, a California nonprofit corporation;*  
13 *and DOES 1 through 10, inclusive, Case No. 24CV096756 initiated on October 22,*  
14 *2024, and pending in Superior Court of the State of California, County of*  
15 *Alameda.*

16                  1.2.       “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the  
17 Parties have agreed to appoint to administer the Agreement.

18                  1.3.       “Administration Expenses Payment” means the amount the Administrator will be paid from  
19 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance  
20 with the Administrator’s “not to exceed” bid submitted to the Court in connection with  
21 Preliminary Approval of the Settlement.

22                  1.4.       “Aggrieved Employee” means all persons who worked for Defendant in California as hourly,  
23 non-exempt employees at any time during the PAGA Period.

24                  1.5.       “Class” or “Class Members” means all persons who worked for Defendant in  
25 California as hourly, non-exempt employees at any time during the Class Period.

26                  1.6.       “Class Counsel” means THE SENTINEL FIRM, APC.

27                  1.7.       “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the  
28 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and

1 expenses, respectively, incurred to prosecute the Action.

2 1.8. “Class Data” means the following identifying information for Class Members (including  
3 Class Members who qualify as Aggrieved Employees) in Defendant’s possession: the Class  
4 Member’s name, last-known mailing address, Social Security number, number of Class  
5 Period Workweeks, and number of PAGA Pay Periods.

6 1.9. “Class Member Address Search” means the Administrator’s investigation and search for  
7 current Class Member (including Class Members who qualify as Aggrieved Employees)  
8 mailing addresses using all reasonably available sources, methods and means including, but  
9 not limited to, the National Change of Address database, skip traces, and direct contact by the  
10 Administrator with Class Members.

11 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION  
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed  
13 to Class Members in English and Spanish in the form, without material variation, attached as  
14 **Exhibit A** and incorporated by reference into this Agreement.

15 1.11. “Class Period” means period of October 22, 2020, through the date of preliminary approval  
16 of this settlement, or October 27, 2025, or as modified pursuant to Paragraph 8 of the  
17 Agreement, whichever is earliest.

18 1.12. “Class Representative” means the named Plaintiff Gardenia Zuniga-Haro in the Operative  
19 Complaint in the Action seeking Court approval to serve as a Class Representative for  
20 settlement purposes only.

21 1.13. “Class Representative Service Payment” means the payment to the Class Representative for  
22 initiating the Action and providing services in support of the Action.

23 1.14. “Class Period Workweek” means any week during which a Class Member worked for  
24 Defendant as a non-exempt employee for at least one day, during the Class Period.

25 1.15. “Court” means the Superior Court of California, County of Alameda.

26 1.16. “Defendant” means Community Child Care Coordinating Council of Alameda County.

27 1.17. “Defense Counsel” means SIMPSON, GARRITY, INNES & JACUZZI, P.C.

28 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court

1 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if  
3 no Participating Class Member objects to the Settlement, the day the Court enters Judgment;  
4 (b) if one or more Participating Class Members objects to the Settlement, the day after the  
5 deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the  
6 Judgment is filed, the day after the appellate court affirms the Judgment and issues a  
7 remittitur.

8 1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

9 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the  
10 Settlement.

11 1.21. “Gross Settlement Amount” means **Three Hundred Thirty-Five Thousand and Zero**  
12 **Cents (\$335,000.00)** which is the total amount Defendant agrees to pay under the Settlement  
13 except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay  
14 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class  
15 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class  
16 Representative Service Payment and the Administration Expenses Payment.

17 1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net  
18 Settlement Amount calculated according to the number of Class Period Workweeks.

19 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the  
20 PAGA Penalties calculated according to the number of PAGA Pay Periods.

21 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.

22 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency  
23 entitled to receive penalty payments, under Labor Code § 2699(i).

24 1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under  
25 Labor Code § 2699(m).

26 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments  
27 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
28 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class

1 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The  
2 remainder is to be paid to Participating Class Members as Individual Class Payments.

3 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement  
4 by sending the Administrator a valid and timely Request for Exclusion.

5 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked  
6 for Defendant as a non-exempt employee for at least one day during the PAGA Period.

7 1.30. “PAGA Period” means the period from October 18, 2023, and the date of preliminary  
8 approval of this settlement, or October 27, 2025, or as modified pursuant to Paragraph 8 of  
9 the Agreement, whichever is earliest.

10 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

11 1.32. “PAGA Notice” means Plaintiff’s October 18, 2024, letter to Defendant and the LWDA  
12 providing notice pursuant to Labor Code § 2699.3(a).

13 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross  
14 Settlement Amount, which will be \$25,000.00, allocated 35% to the Aggrieved Employees  
15 (\$8,750.00) and the 65% to LWDA (\$16,250.00) in settlement of PAGA claims.

16 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely  
17 Request for Exclusion from the Settlement.

18 1.35. “Plaintiff” means Gardenia Zuniga-Haro, the named plaintiff in the Action.

19 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the  
20 Settlement.

21 1.37. “Released Class Claims” means the claims being released by all Participating Class  
22 Members as described in Paragraph 5.2 below.

23 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3  
24 below.

25 1.39. “Released Parties” means: Defendant Community Child Care Coordinating Council of  
26 Alameda County, and Defendant’s respective agents, officers, board members, employees,  
27 directors, owners, subsidiaries, DBA’s, affiliates and parent companies.

28 1.40. “Request for Exclusion” means a Class Member’s submission of a written request to be

1 excluded from the class claim portion of the Settlement signed by the Class Member. Class  
2 Members who qualify as Aggrieved Employees cannot request to be excluded from the  
3 PAGA claim portion of the Settlement.

4 1.41. “Response Deadline” means sixty (60) days after the Administrator mails the Class Notice to  
5 Class Members and shall be the last date on which Class Members may: (a) fax, email, or  
6 mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her objection  
7 to the Settlement. Class Members to whom Class Notices are resent after having been  
8 returned undeliverable to the Administrator shall have an additional 14 calendar days beyond  
9 the Response Deadline has expired to submit Requests for Exclusion from the Settlement,  
10 objections to the Settlement, or to dispute the Class Period Workweeks allocated to them as  
11 a part of the Settlement.

12 1.42. “Settlement” means the disposition of the Action effected by this Agreement and the  
13 Judgment.

14 **2. RECITALS.**

15 2.1. On October 22, 2024, Plaintiff commenced this Action by filing a Complaint in Alameda  
16 County Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204,  
17 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure  
18 to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal  
19 Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation  
20 of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code  
21 §§ 201-203 (Failure to Timely Pay Final Wages at Termination); (7) Violation of Labor Code § 226 (Failure  
22 to Provide Accurate Itemized Wage Statements; and (8) Violation of Bus. & Prof. Code §§ 17200 et seq.  
23 (Unfair Business Practices). On December 26, 2024, Plaintiff filed a First Amended Complaint adding a  
24 cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended  
25 Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the  
26 allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws  
27 identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the  
28 causes of action alleged.

1           2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and  
2 the LWDA by sending the PAGA Notice on October 18, 2024.

3           2.3. On August 28, 2025, the Parties participated in an all-day mediation presided over by  
4 Tripper Ortman, Esq. and subsequently reached an agreement to settle the Action.

5           2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and  
6 information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and  
7 time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval  
8 set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker*  
9 *Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

10          2.5. The Court has not granted class certification.

11          2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any  
12 other pending class action asserting claims that will be extinguished or affected by the Settlement.

13 **3. MONETARY TERMS.**

14          3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant  
15 promises to pay a maximum of **\$335,000.00** as the Gross Settlement Amount, and to separately pay any and  
16 all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has  
17 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in  
18 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount  
19 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a  
20 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

21          3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
22 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final  
23 Approval Order:

24          3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not  
25 more than \$7,500.00, in addition to any Individual PAGA Payment and any Individual Class Payment  
26 the Class Representative is entitled to receive as a Participating Class Member. Defendant will not  
27 oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this  
28 amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the Final

1 Approval Motion. If the Court approves a Class Representative Service Payment less than the  
2 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The  
3 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form  
4 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
5 Representative Service Payment and agrees to indemnify Defendant and hold it harmless for any  
6 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential  
7 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service  
8 Payment.

9 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross  
10 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$25,000.00.  
11 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the  
12 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment in the Final  
13 Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel  
14 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the  
15 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel  
16 or any other Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fees  
17 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class  
18 Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more  
19 appropriate IRS-1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed  
20 on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees  
21 to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint,  
22 damages, penalties, interest or any other actual or potential damages arising from Plaintiff's  
23 obligations to pay taxes owed on these payments or from any dispute or controversy regarding any  
24 division or sharing of any of these payments.

25 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,490.00 except  
26 upon a showing of good cause and as approved by the Court. To the extent the Administrator's  
27 expenses are less than, or the Court approves payment less than this amount, the Administrator will  
28 allocate the remainder in the Net Settlement Amount. Apex Class Action Administration has been

1 selected as the Administrator, based upon its “not to exceed” bid of \$6,490.00.

2 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)  
3 dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all  
4 Participating Class Members during the Class Period and (b) multiplying the result by each  
5 Participating Class Member’s Class Period Workweeks.

6 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating  
7 Class Member’s Individual Class Payment will be allocated to settlement of  
8 wage claims (the “Wage Portion”). The Wage Portion of each Individual  
9 Class Payment is subject to tax withholding and will be reported on an IRS  
10 W-2 Form. The remaining 80% of each Participating Class Member’s  
11 Individual Class Payment will be allocated to settlement of claims for  
12 interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of  
13 each Individual Class Payment is not subject to wage withholdings and will  
14 be reported on IRS 1099 Forms. Participating Class Members assume full  
15 responsibility and liability for any taxes owed on their Individual Class  
16 Payments and agree to indemnify Defendant and hold it harmless for any  
17 responsibility, liability, claim, complaint, damages, penalties, interest or any  
18 other actual or potential damages arising from Participating Class Members’  
19 obligations to pay taxes owed on these Payments.

20 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
21 Class Payments. Non-Participating Class Members will not receive any  
22 Individual Class Payments. The Administrator will allocate amounts equal  
23 to their Individual Class Payments to the Net Settlement Amount for  
24 distribution to Participating Class Members on a pro rata basis.

25 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to  
26 be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA  
27 Payment and 35% (\$8,750.00) allocated to Individual PAGA Payments.

28 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)

1 dividing the amount of the Aggrieved Employees' 35% share of PAGA  
2 Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by  
3 all Aggrieved Employees and (b) multiplying the result by each Aggrieved  
4 Employee's PAGA Pay Periods. Aggrieved Employees assume full  
5 responsibility and liability for any taxes owed on their Individual PAGA  
6 Payments and agree to indemnify Defendant and hold it harmless for any  
7 responsibility, liability, claim, complaint, damages, penalties, interest or any  
8 other actual or potential damages arising from Aggrieved Employees'  
9 obligations to pay taxes owed on these Payments.

10 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the  
11 Administrator will allocate the remainder to the Net Settlement Amount. The  
12 Administrator will report the Individual PAGA Payments on the appropriate  
13 IRS 1099 Forms.

14 **4. SETTLEMENT FUNDING AND PAYMENTS.**

15 4.1. Class Period Workweeks and PAGA Pay Periods. As of August 28, 2025, the number of  
16 Class Period Workweeks worked by the estimated 109 class members is estimated to be 14,350 and the  
17 number of PAGA Pay Periods worked by the estimated 85 Aggrieved Employees is 5,278.

18 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of  
19 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
20 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in  
21 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict  
22 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform  
23 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel  
24 if it discovers that the Class Data omitted Class Member and/or Aggrieved Employee identifying  
25 information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any  
26 extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties  
27 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any  
28 issues related to missing or omitted Class Data.

1           4.3.    Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,  
2 and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes as to the Wage Portion  
3 of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the  
4 Effective Date.

5           4.4.    Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds  
6 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class  
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
8 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class  
9 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel  
10 Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement  
11 of Individual Class Payments and Individual PAGA Payments.

12           4.4.1.       The Administrator will issue checks for the Individual Class Payments and/or  
13 Individual PAGA Payments and send them to the Class Members and/or Aggrieved  
14 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall  
15 prominently state the date when the check will be voided, which date shall be one  
16 hundred eighty (180) days after the date of mailing. The Administrator will cancel  
17 all checks not cashed by the void date. The Administrator will send checks for  
18 Individual Class Payments to all Participating Class Members (including those for  
19 whom Class Notice was returned undelivered). The Administrator will send checks  
20 for Individual PAGA Payments to all Aggrieved Employees including Non-  
21 Participating Class Members who qualify as Aggrieved Employees (including those  
22 for whom Class Notice was returned undelivered). The Administrator may send  
23 Participating Class Members a single check combining the Individual Class Payment  
24 and the Individual PAGA Payment. Before mailing any checks, the Administrator  
25 must update the recipients’ mailing addresses using the National Change of Address  
26 Database.

27           4.4.2.       The Administrator must conduct a Class Member Address Search for all other Class  
28 Members and/or Aggrieved Employees whose checks are returned undelivered

1 without USPS forwarding address. Within seven (7) days of receiving a returned  
2 check the Administrator must re-mail checks to the USPS forwarding address  
3 provided or to an address ascertained through the Class Member Address Search.  
4 The Administrator need not take further steps to deliver checks to Class Members  
5 and/or Aggrieved Employees whose re-mailed checks are returned as undelivered.  
6 The Administrator shall promptly send a replacement check to any Class Member  
7 and/or Aggrieved Employee whose original check(s) was lost or misplaced, if  
8 requested by the Class Member and/or Aggrieved Employee prior to the void date.

9 4.4.3. For any Class Member and/or Aggrieved Employee whose Individual Class  
10 Payment check or Individual PAGA Payment check is uncashed and cancelled after  
11 the void date, the Administrator shall transmit the funds represented by such checks  
12 to a cy pres beneficiary, Centro Legal de la Raza, located at 3400 E. 12th St.,  
13 Oakland, CA 94601 in accordance with the requirements of California Code of Civil  
14 Procedure § 384(b).

15 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
16 not obligate Defendant to confer any additional benefits or make any additional  
17 payments to Class Members and/or Aggrieved Employee (such as 401(k)  
18 contributions or bonuses) beyond those specified in this Agreement.

19 **5. RELEASES OF CLAIMS.**

20 As of the Effective Date of this Settlement and the funding of the Gross Settlement Amount, Plaintiff  
21 and the Participating Class Members will release claims against all Released Parties as follows:

22 5.1. Plaintiff's Release.

23 5.1.1. Scope of Plaintiff's Release. Plaintiff and her respective former and present spouses,  
24 registered domestic partners, representatives, agents, attorneys, heirs, administrators,  
25 successors, and assigns generally, release and discharge Released Parties from any  
26 and all claims, whether known or unknown, suspected or unsuspected, contingent or  
27 non-contingent, which now exist, or have existed, upon any theory of law or equity  
28 now existing, including, but not limited to, conduct that is negligent, intentional, with

1 or without malice, or a breach of any duty, law or rule, without regard to the  
2 subsequent discovery or existence of such different or additional facts. Additionally,  
3 Plaintiff releases the Released Parties from all claims, charges, complaints, liens,  
4 demands, causes of action, obligations, damages and liabilities, known or suspected,  
5 arising from her employment with the Defendant. The released claims include,  
6 without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2)  
7 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section  
8 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6)  
9 the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and  
10 the United States Constitution; (8) the California Labor Code; (9) the Family and  
11 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker  
12 Adjustment and Retraining Notification Act; (12) the Employee Retirement Income  
13 Security Act; (13) the Immigration Reform and Control Act; (14) the California  
14 Business and Professions Code, sections 17200, et seq.; (15) the California  
15 Government Code; and (16) the California Wage Orders (collectively “Claim” or  
16 “Claims”) which Plaintiff now has, owns or holds, or claims to have, own or hold,  
17 or which Plaintiff at any time had, owned or held, or claimed to have, own or hold  
18 against any of the Released Parties up to and including, as of the final approval of  
19 this Settlement. (Everything released based on the above as well as everything  
20 released as part of the Released Class Claims discussed below will be referred to as  
21 “Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims for vested  
22 benefits, unemployment benefits, disability benefits, social security benefits, or  
23 workers’ compensation benefits that arose at any time, or to any other claims that  
24 cannot be waived under applicable law. Plaintiff acknowledges that Plaintiff may  
25 discover facts or law different from, or in addition to, the facts or law that Plaintiff  
26 now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release  
27 shall be and remain effective in all respects, notwithstanding such different or  
28 additional facts or Plaintiff’s discovery of them.

1 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of  
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
3 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

4 **A general release does not extend to claims that the creditor or**  
5 **releasing party does not know or suspect to exist in his or her favor**  
6 **at the time of executing the release, and that if known by him or her**  
7 **would have materially affected his or her settlement with the debtor**  
8 **or Released Party.**

9 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of  
10 themselves and their respective former and present representatives, agents, attorneys, heirs,  
11 administrators, successors, and assigns, release the Released Parties from all claims that  
12 occurred during the Class Period and were alleged, or reasonably could have been alleged,  
13 based on the facts stated in the Operative Complaint ("Released Class Claims"), including  
14 but not limited to claims for unpaid overtime, meal period premiums, rest period premiums,  
15 unpaid minimum wage, untimely payment of final wages, failure to timely pay wages during  
16 employment, non-compliant wage statements, failure to keep requisite payroll records,  
17 waiting time penalties, unreimbursed business expenses, and violation of Business and  
18 Professions Code §§ 17200, et seq.. Participating Class Members do not release any non-  
19 wage and hour claims, including but not limited to, claims for vested benefits, wrongful  
20 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
21 disability, social security, workers' compensation, or claims based on facts occurring outside  
22 the Class Period.

23 5.3. Release of PAGA Claims: Upon the Effective Date of this Settlement, and upon funding of  
24 the Gross Settlement Amount, Plaintiff, as agent and proxy of the LWDA, will release the  
25 Released Parties from any and all claims for civil penalties under the California Labor Code  
26 Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., against  
27 the Released Parties for work performed during the PAGA Period and based on or arising  
28 out of the alleged violations of the Labor Code sections alleged in Plaintiff's letter to the  
LWDA and the Action, or which could have been alleged under the facts plead in Plaintiff's  
letter to the LWDA or the Action. As a result of this release, the LWDA, whether directly

1 or through Aggrieved Employees acting as agent or proxy for the LWDA, will be unable to  
2 bring a claim under, or recover in any other claim brought under, the California Private  
3 Attorneys General Act, California Labor Code § 2698 et seq., for work performed during  
4 the PAGA Period by Aggrieved Employees and based on or arising out of the alleged  
5 violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and the  
6 Action, or which could have been alleged under the facts plead in Plaintiff’s letter to the  
7 LWDA or the Action. If any Aggrieved Employee does bring a claim for penalties brought  
8 on behalf of the LWDA, Defendant can assert this Settlement as a defense. The Settlement  
9 has claim preclusion, issue preclusion, or other effects if an Aggrieved Employee were to  
10 bring a subsequent claim on behalf of the LWDA concerning the same primary rights that  
11 were at issue in this case. Any such defense would exist because of the claim and issue  
12 preclusion effect against the LWDA. (*See Lacour v. Marshalls of CA, LLC* (2021) 94  
13 Cal.App.5th 1172, 1195 [addressing “claim preclusion effect of settlements of claims  
14 brought as an agent or proxy of the LWDA under PAGA”]).

15 **6. MOTION FOR PRELIMINARY APPROVAL.**

16 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary  
17 Approval”) that complies with the Court’s current checklist for Preliminary Approval.

18 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
19 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
20 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement  
21 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)  
22 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft  
23 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for  
24 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for  
25 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of  
26 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class  
27 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
28 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and

1 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the  
2 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent  
3 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice  
4 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement  
5 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class  
6 Members and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are  
7 not aware of any other pending matter or action asserting claims that will be extinguished or adversely  
8 affected by the Settlement.

9       6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and  
10 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt  
11 hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the  
12 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary  
13 Approval to the Administrator.

14       6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
15 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense  
16 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and  
17 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions  
18 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will  
19 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,  
20 to modify the Agreement and otherwise satisfy the Court's concerns.

## 21 **7. SETTLEMENT ADMINISTRATION.**

22       7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action  
23 Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex  
24 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement  
25 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they  
26 have no interest or relationship, financial or otherwise, with the Administrator other than a professional  
27 relationship arising out of prior experiences administering settlements.

28       7.2. Employer Identification Number. The Administrator shall have and use its own Employer

1 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and  
2 federal tax authorities.

3 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
4 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

5 7.4. Notice to Class Members.

6 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator  
7 shall notify Class Counsel that the list has been received and state the number of  
8 Class Members, Aggrieved Employees, Class Period Workweeks, and PAGA Pay  
9 Periods in the Class Data. No later than three (3) business days after receipt of the  
10 Class Data, the Administrator will notify Defense Counsel and Class Counsel  
11 whether the Escalator Clause (Section 8) has been triggered.

12 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen  
13 (14) days after receiving the Class Data, the Administrator will send to all Class  
14 Members and/or Aggrieved Employees identified in the Class Data, via first-class  
15 United States Postal Service (“USPS”) mail, the Class Notice (with Spanish  
16 translation) substantially in the form attached to this Agreement as **Exhibit A**. The  
17 first page of the Class Notice shall prominently estimate the dollar amounts of any  
18 Individual Class Payment and/or Individual PAGA Payment payable to the Class  
19 Member, and the number of Class Period Workweeks and PAGA Pay Periods used  
20 to calculate these amounts. Before mailing Class Notices, the Administrator shall  
21 update Class Member and/or Aggrieved Employee addresses using the National  
22 Change of Address database.

23 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class  
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the  
25 Class Notice using any forwarding address provided by the USPS. If the USPS does  
26 not provide a forwarding address, the Administrator shall conduct a Class Member  
27 Address Search, and re-mail the Class Notice to the most current address obtained.  
28 The Administrator has no obligation to make further attempts to locate or send Class

1 Notice to Class Members whose Class Notice is returned by the USPS a second time.

2 7.4.4. The deadlines for Class Members' written objections, challenges to Class Period  
3 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended  
4 an additional fourteen (14) days beyond the sixty (60) days otherwise provided in  
5 the Class Notice for all Class Members whose notice is re-mailed. The  
6 Administrator will inform the Class Member of the extended deadline with the re-  
7 mailed Class Notice.

8 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise  
9 discovers any persons who believe they should have been included in the Class Data  
10 and should have received Class Notice, the Parties will expeditiously meet and  
11 confer in person or by telephone, and in good faith in an effort to agree on whether  
12 to include them as Class Members. If the Parties agree, such persons will be Class  
13 Members and/or Aggrieved Employees entitled to the same rights as other Class  
14 Members and/or Aggrieved Employees, and the Administrator will send, via email  
15 or overnight delivery, a Class Notice requiring them to exercise options under this  
16 Agreement not later than fourteen (14) days after receipt of Class Notice, or the  
17 deadline dates in the Class Notice, which ever are later.

18 7.5. Requests for Exclusion (Opt-Outs).

19 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class  
20 Settlement must send the Administrator, by fax, email, or mail, a signed written  
21 Request for Exclusion not later than sixty (60) days after the Administrator mails the  
22 Class Notice or as otherwise extended for re-mailed Class Notices as described  
23 herein. A Request for Exclusion is a letter from a Class Member or his/her  
24 representative that reasonably communicates the Class Member's election to be  
25 excluded from the Settlement and includes the Class Member's name, address, and  
26 email address or telephone number. To be valid, a Request for Exclusion must be  
27 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension  
28 for remailed Class Notices as described herein.

1 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails  
2 to contain all the information specified in the Class Notice. The Administrator shall  
3 accept any Request for Exclusion as valid if the Administrator can reasonably  
4 ascertain the identity of the person as a Class Member and the Class Member's desire  
5 to be excluded. The Administrator's determination shall be final and not appealable  
6 or otherwise susceptible to challenge. If the Administrator has reason to question  
7 the authenticity of a Request for Exclusion, the Administrator may demand  
8 additional proof of the Class Member's identity. The Administrator's determination  
9 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

10 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion  
11 is deemed to be a Participating Class Member under this Agreement, entitled to all  
12 benefits and bound by all terms and conditions of the Settlement, including the  
13 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,  
14 regardless whether the Participating Class Member actually receives the Class  
15 Notice or objects to the Settlement.

16 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
17 Non-Participating Class Member and shall not receive an Individual Class Payment  
18 or have the right to object to the class action components of the Settlement. Because  
19 future PAGA claims are subject to claim preclusion upon entry of the Judgment,  
20 Non-Participating Class Members remain eligible for an Individual PAGA Payment.

21 7.6. Challenges to Calculation of Class Period Workweeks and PAGA Pay Periods. Each Class  
22 Member and/or Aggrieved Employee shall have sixty (60) days after the Administrator mails  
23 the Class Notice, or as otherwise extended for re-mailed Class Notices as described herein,  
24 to challenge the number of Class Period Workweeks and PAGA Pay Periods (if any)  
25 allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class  
26 Member and/or Aggrieved Employee may challenge the allocation by communicating with  
27 the Administrator via fax, email or mail. The Administrator must encourage the challenging  
28 Class Member and/or Aggrieved Employee to submit supporting documentation. In the

1 absence of any contrary documentation, the Administrator is entitled to presume that the  
2 Class Period Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct  
3 so long as they are consistent with the Class Data. The Administrator's determination of  
4 each Class Member's allocation of Class Period Workweeks and/or PAGA Pay Periods shall  
5 be final and not appealable or otherwise susceptible to challenge. The Administrator shall  
6 promptly provide copies of all challenges to the calculation of Class Period Workweeks  
7 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's  
8 determination regarding the challenges.

9 **7.7. Objections to Settlement.**

10 7.7.1. Only Participating Class Members may object to the class action components of the  
11 Settlement and/or this Agreement, including contesting the fairness of the  
12 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
13 Counsel Litigation Expenses Payment, and/or Class Representative Service  
14 Payment.

15 7.7.2. Participating Class Members may send written objections to the Administrator, by  
16 fax, email, or mail. In the alternative, Participating Class Members may appear in  
17 Court (or hire an attorney to appear in Court) to present verbal objections at the Final  
18 Approval Hearing. A Participating Class Member who elects to send a written  
19 objection to the Administrator must do so not later than the Response Deadline, or  
20 as otherwise extended for re-mailed Class Notices as described herein.

21 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
22 components of the Settlement.

23 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved  
24 Employees have no right to object to or intervene in any of the PAGA components  
25 of the Settlement.

26 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be  
27 performed or observed by the Administrator contained in this Agreement or otherwise.

28 7.8.1. **Website, Email Address and Toll-Free Number.** The Administrator will post

1 information of interest to Class Members including the date, time, and location for  
2 the Final Approval Hearing and copies of the Agreement, the Class Notice, the Final  
3 Approval, and the Judgment on the Administrator’s website. The Administrator will  
4 also maintain and monitor an email address and a toll-free telephone number to  
5 receive Class Member calls, faxes and emails.

6 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
8 Not later than five (5) days after the expiration of the deadline for submitting  
9 Requests for Exclusion, the Administrator shall email a list to Class Counsel and  
10 Defense Counsel containing (a) the names and other identifying information of Class  
11 Members who have timely submitted valid Requests for Exclusion (“Exclusion  
12 List”); (b) the names and other identifying information of Class Members who have  
13 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion  
14 from Settlement submitted (whether valid or invalid).

15 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
16 to Class Counsel and Defense Counsel that, among other things, tally the number of:  
17 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
18 Exclusion (whether valid or invalid) received, objections received, challenges to  
19 Class Period Workweeks and/or PAGA Pay Periods received and/or resolved, and  
20 checks mailed for Individual Class Payments and Individual PAGA Payments  
21 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s  
22 assessment of the validity of Requests for Exclusion and attach copies of all Requests  
23 for Exclusion and objections received.

24 7.8.4. Class Period Workweeks and/or PAGA Pay Periods Challenges. The Administrator  
25 has the authority to address and make final decisions consistent with the terms of this  
26 Agreement on all Class Member challenges over the calculation of Class Period  
27 Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final  
28 and not appealable or otherwise susceptible to challenge.

1 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by  
2 which Plaintiff is required to file the Motion for Final Approval of the Settlement,  
3 the Administrator will provide to Class Counsel and Defense Counsel a signed  
4 declaration suitable for filing in Court attesting to its due diligence and compliance  
5 with all of its obligations under this Agreement, including, but not limited to, its  
6 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of  
7 Class Notices, attempts to locate Class Members, the total number of Requests for  
8 Exclusion from Settlement it received (both valid or invalid), the number of written  
9 objections and attach the Exclusion List. The Administrator will supplement its  
10 declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
11 responsible for filing the Administrator's declaration(s) in Court.

12 7.8.6. Final Report by Administrator. Within fourteen (14) days after the Administrator  
13 disburses all funds in the Gross Settlement Amount, the Administrator will provide  
14 Class Counsel and Defense Counsel with a final report detailing its disbursements  
15 by employee identification number only of all payments made under this Agreement.  
16 At least fourteen (14) days before any deadline set by the Court, the Administrator  
17 will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration  
18 suitable for filing in Court attesting to its disbursement of all payments required  
19 under this Agreement. Class Counsel is responsible for filing the Administrator's  
20 declaration in Court.

21 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

22 The Gross Settlement Amount is based in part on Defendant's estimate, as of the date of mediation  
23 (Aug. 28, 2025), that Class Members had worked approximately 14,350 Class Period Workweeks. In the  
24 event the number of Class Period Workweeks worked by Class Members increased by more than 10% (i.e.,  
25 the total exceeds 15,785 workweeks), Defendant shall have the option of either: (i) increasing the Gross  
26 Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Class Period  
27 Workweeks above 10% (for example, if the number of Class Period Workweeks increased by 11%, the  
28 Gross Settlement Amount will increase by 1%), or (ii) shorten the Class Period to the date that Class

1 Members worked a total of 15,785 Class Period Workweeks. The Administrator will notify Defendant's  
2 counsel if this Escalator Clause has been triggered within seven (7) days of receiving the Class Data, and  
3 Defendant's counsel will notify Plaintiffs' counsel of Defendant's election of the two possible options within  
4 three (3) days of receiving notice from the Administrator that the Escalator Clause has been triggered.

5 **9. RIGHT TO WITHDRAW**

6 If 10% or more of the Class Members elect not to participate in the Settlement by submitting a valid  
7 Request for Exclusion, Defendant may, at its election, rescind the Settlement and all actions taken in its  
8 furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects to withdraw  
9 pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and  
10 neither Party will have any further obligation to perform under this Agreement; provided, however,  
11 Defendant will be responsible for paying all the Administrator's expenses incurred to that point. Defendant  
12 must notify Class Counsel and the Court of its election to withdraw not later than 30 calendar days following  
13 the Response Deadline.

14 **10. MOTION FOR FINAL APPROVAL**

15 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will  
16 file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA  
17 settlement under Labor Code § 2699(s)(2) as well as the class action settlement, a Proposed Final Approval  
18 Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts  
19 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and  
20 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve  
21 any disagreements concerning the Motion for Final Approval.

22 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a  
23 Participating Class Member, including the right to file responsive documents in Court no  
24 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or  
25 accepted by the Court.

26 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval  
27 on any material change to the Settlement (including, but not limited to, the scope of release  
28 to be granted by Class Members), the Parties will expeditiously work together in good faith

1 to address the Court's concerns by revising the Agreement as necessary to obtain Final  
2 Approval. The Parties agree that changes to the timing of payments or notice periods, or to  
3 the contents of the Class Notice, which are requested by the Court do not necessitate an  
4 amendment or revision to this Agreement unless such an Amendment is required by the  
5 Court.

6 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
7 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes  
8 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
9 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
11 conditions of this Agreement, specifically including the Gross Settlement Amount, PAGA  
12 Penalties amount, Class Counsel Fees Payment and Class Counsel Litigation Expenses  
13 Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all  
14 Participating Class Members who did not object to the Settlement as provided in this  
15 Agreement, waive all rights to appeal from the Judgment, including all rights to post-  
16 judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
17 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any  
18 waiver of the right to oppose such motions, writs or appeals. If an objector appeals the  
19 Judgment, the Parties' obligations to perform under this Agreement will be suspended until  
20 such time as the appeal is finally resolved and the Judgment becomes final, except as to  
21 matters that do not affect the amount of the Net Settlement Amount.

22 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
24 material modification of this Agreement (including, but not limited to, the scope of release  
25 to be granted by Class Members), this Agreement shall be null and void. The Parties shall  
26 nevertheless expeditiously work together in good faith to address the appellate court's  
27 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any  
28 additional expenses of the Administrator reasonably incurred after remittitur. An appellate

1 decision to vacate, reverse, or modify the Court's award of the Class Representative Service  
2 Payment or any payments to Class Counsel shall not constitute a material modification of  
3 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount  
4 remains unchanged.

5 **11. AMENDED JUDGMENT.**

6 If any amended Judgment is required under Code of Civil Procedure § 384, the Parties will work  
7 together in good faith to jointly submit and a proposed amended Judgment.

8 **12. ADDITIONAL PROVISIONS.**

9 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
10 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in  
11 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations  
12 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should  
13 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.  
14 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.  
15 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,  
16 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all  
17 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification  
18 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, any papers  
19 submitted or filed in connection with the approval of this Agreement, and Parties' willingness to settle the  
20 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for  
21 proceedings to enforce or effectuate the Settlement and this Agreement).

22 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding  
23 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate  
24 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)  
25 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective  
26 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement  
27 Agreement; (2) Defendant shall have no obligation to make any payments to the Participating Class  
28 Members, the Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order,

1 Final Approval order or Judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations,  
2 statements, proceedings and data relating thereto shall be deemed confidential mediation settlement  
3 communications and not subject to disclosure for any purpose in any proceeding.

4 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and  
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they  
6 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to  
7 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or  
8 generally, to any person, corporation, association, government agency, or other entity except: (1) to the  
9 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
10 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing  
11 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued  
12 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any  
13 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,  
14 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
15 communication before the filing of the Motion for Preliminary Approval with any third party regarding this  
16 Agreement or the matters giving rise to this Agreement except to respond only that "the matter was  
17 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with  
18 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.  
19 Furthermore, neither Plaintiff nor Defendant shall publicize the settlement, including but not limited to  
20 communications through any social media, unless so ordered by the Court or unless the same would interfere  
21 with Class Counsel's ability to represent Class Members. Notwithstanding the foregoing, the settlement is  
22 not confidential, and Plaintiff and/or Plaintiff's Counsel shall submit the settlement to the LWDA and the  
23 Court for purposes of obtaining preliminary and/or final settlement approval.

24 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and  
25 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the  
26 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate  
27 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

28 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement

1 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the  
2 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
3 by any Party.

4 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
5 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action  
6 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to  
7 execute any other documents reasonably required to effectuate the terms of this Agreement including any  
8 amendments to this Agreement.

9 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best  
10 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
11 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by  
12 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary  
13 to implement the Settlement, or on any modification of the Agreement that may become necessary to  
14 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

15 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not  
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
17 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and  
18 discharged by the Party in this Settlement.

19 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
21 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)  
22 or otherwise.

23 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,  
24 changed, or waived only by an express written instrument signed by all Parties or their representatives, and  
25 approved by the Court.

26 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
27 benefit of, the successors of each of the Parties.

28 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

1 governed by and interpreted according to the internal laws of the state of California, without regard to  
2 conflict of law principles.

3 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this  
4 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the  
5 drafter or participated in the drafting.

6 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
7 during Action and in this Agreement relating to the confidentiality of information shall survive the execution  
8 of this Agreement.

9 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence  
10 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in  
11 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be  
12 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates  
13 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the  
14 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all  
15 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from  
16 Defendant.

17 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted  
18 for convenience of reference only and does not constitute a part of this Agreement.

19 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
20 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal  
21 legal holiday, such date or deadline shall be on the first business day thereafter.

22 12.18. Notice. All notices, demands or other communications between the Parties in connection  
23 with this Agreement will be in writing and deemed to have been duly given as of the third business day after  
24 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

25 To Plaintiff:

26 Seung L. Yang  
27 [seung.yang@thesentinel.com](mailto:seung.yang@thesentinel.com)  
28 Tiffany Hyun  
[tiffany.hyun@thesentinel.com](mailto:tiffany.hyun@thesentinel.com)  
Jeffrey P. Jackson

1 [jeffrey.jackson@thesentinelfirm.com](mailto:jeffrey.jackson@thesentinelfirm.com)  
2 **THE SENTINEL FIRM, APC**  
3 355 S Grand Ave. Suite 1450  
4 Los Angeles, California 90071  
5 Telephone: (213) 985-1150  
6 Facsimile: (213) 985-2155

7 To Defendants:

8 Ronald F. Garrity  
9 [rgarrity@sgijlaw.com](mailto:rgarrity@sgijlaw.com)  
10 Kendall M. Burton  
11 [kburton@sgijlaw.com](mailto:kburton@sgijlaw.com)  
12 **SIMPSON, GARRITY, INNES & JACUZZI, P.C.**  
13 601 Gateway Boulevard, Suite 950  
14 South San Francisco, California 94080  
15 Telephone: (650) 615-4860

16 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
17 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted  
18 as an original. All executed counterparts and each of them will be deemed to be one and the same instrument  
19 if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart  
20 will be admissible in evidence to prove the existence and contents of this Agreement.

21 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation  
22 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the  
23 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial  
24 under CCP section 583.310 for the entire period of this settlement process.

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1 **IT IS SO AGREED.**

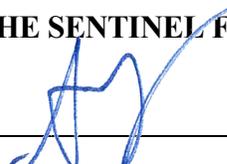
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3 **Plaintiff & Class Representative:**

4 Dated: 11 / 06 / 2025

By:   
\_\_\_\_\_ **GARDENIA ZUNIGA-HARO**

5  
6 **Plaintiff's Counsel:**

7 Dated: 11/6/2025

8 **THE SENTINEL FIRM, APC**  
By:   
\_\_\_\_\_  
Seung L. Yang  
Tiffany Hyun  
Jeffey P. Jackson

10 Attorneys for Plaintiff  
11 **GARDENIA ZUNIGA-HARO**

12 **Defendant:**

13 Dated: 11/04/2025

14 **COMMUNITY CHILD CARE COORDINATING**  
15 **COUNCIL OF ALAMEDA COUNTY**  
By: Takija T. Gardner

16 Print Name

17   
\_\_\_\_\_  
Signature

18 Chief Executive Officer

19 Title

20 **Defendant's Counsel:**

21 Dated: 11/05/2025

22 **SIMPSON, GARRITY, INNES & JACUZZI, P.C.**

23  
24 By:   
\_\_\_\_\_  
Ronald F. Garrity  
Kendall M. Burton

25 Attorneys for Defendant  
26 **COMMUNITY CHILD CARE COORDINATING**  
27 **COUNCIL OF ALAMEDA COUNTY**