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FILED
YOLO SUPERIOR COURT

APR 24 2026
BY *Amanda J...*
DEPUTY

Attorneys for Plaintiff ANNA ZAPUSKALOVA,
on behalf of herself and others similarly situated

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

ANNA ZAPUSKALOVA, on behalf of herself
and others similarly situated,

Case No.: CV2024-1877

Plaintiff,

CLASS ACTION

vs.

*[Assigned for all purposes to Judge Hon.
Timothy L. Fall, Department 6]*

YOLO COUNTY CHILDREN'S
ALLIANCE.; and DOES 1 to 100, inclusive,

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Defendant.

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; Declarations in Support]*

Hearing Information:
Date: April 23, 2026
Time: 9:00 a.m.
Dept.: 11 MN

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[PROPOSED] ORDER AND JUDGMENT

Plaintiff ANNA ZAPUSKALOVA's ("Plaintiff") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant YOLO COUNTY CHILDREN'S ALLIANCE ("Defendant") came before this Court on April 23, 2026, at 9:00 a.m. or as soon thereafter as the matter could be heard in Department 6 of the Yolo County Superior Court located at 1000 Main Street, Woodland, CA 95695. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Daniel U. Frydman in Support of Plaintiff's Motion for Final Approval (the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Norma Ayala on behalf of Apex Class Action, LLC and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Settlement Class (defined below) is properly certified as a class for settlement purposes only:

All individuals employed by Defendant in California and classified as hourly, non-exempt employees who worked for Defendant during the Class Period.

3. The "Class Period" is the period from July 25, 2020, through October 23, 2025.

4. For purposes of the settlement, the Court designates named Plaintiff Anna Zapuskalova as Class Representative and Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Daniel U. Frydman, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.

2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
4 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
5 requirements for final approval of this class and representative action settlement under California law,
6 including the provisions of California Code of Civil Procedure section 382 and California Rules of
7 Court, Rule 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendant or any of the other released parties.

14 8. No Class Member provided a written objection to the Settlement Administrator.

15 9. No Class Member requested exclusion from the Settlement.

16 10. The Escalator Clause of the Settlement has been triggered, and the Gross Settlement
17 Amount increased accordingly.

18 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Two
19 Hundred Seventeen Thousand Four Hundred Eighty Dollars and Seventy Cents (\$217,480.70.), along
20 with the amounts necessary to pay Defendant-side payroll taxes as follows:

21 a. Within fourteen (14) days after the Effective Date of the Settlement, Defendant
22 will fully-fund half (50%) of the non-reversionary Gross Settlement Amount,
23 which is One Hundred Eight Thousand Seven Hundred Forty Dollars and Thirty-
24 Five Cents (\$108,740.35.), along with the amounts necessary to pay Defendant-
25 side payroll taxes.

26 b. No later than six months following the Effective Date, Defendant will fully-fund
27 half (50%) of the non-reversionary Gross Settlement Amount, which is One
28

1 Hundred Eight Thousand Seven Hundred Forty Dollars and Thirty-Five Cents
2 (\$108,740.35.)

3 12. The Settlement Administrator will issue the following payments within (14) days after
4 receipt of full funding: (a) all Individual Settlement Payments to Participating Class Members, (b) all
5 Aggrieved Employee PAGA Payments (c) the LWDA Payment, (d) the court-approved Settlement
6 Administration Costs, (e) the court-approved attorneys' fees and costs to Class Counsel, and (f) the
7 court-approved Class Representative Enhancement Award.

8 13. An Enhancement Award of up to \$15,000 to Plaintiff for her services as Class
9 Representative and the risk in connection with that role is awarded.

10 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
11 to Class Counsel in the sum of Seventy-Two Thousand Four Hundred Ninety-Three Dollars and Fifty-
12 Seven Cents (\$72,493.57) in attorneys' fees, one-third of the Gross Settlement Amount, plus costs in
13 the amount of Eighteen Thousand Two Dollars And Thirty Cents (\$18,002.30). Each are reasonable
14 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a
15 common fund obtained for the class. The court also has considered the lodestar amount, which
16 exceeds the amount requested. Awarding fees on a percentage basis encourages efficient litigation
17 practices and reflects the actual benefit obtained for the class.

18 15. The Court approves and orders payment from the Gross Settlement Amount in the
19 amount of Four Thousand Nine Hundred Ninety Dollars and Zero Cents (\$4,990.00) to Apex Class
20 Action, LLC for Settlement Administration Costs.

21 16. The Court approves and orders the allocation of Ten Thousand Dollars and Zero Cents
22 (\$10,000.00) of the Gross Settlement Amount to resolve the PAGA claims ("PAGA Amount"). Of
23 that amount:

- 24 a. The Court approves and orders payment of Six Thousand Five Hundred Dollars
25 and Zero Cents (\$6,500.00) (55%) to the LWDA as the LWDA Payment; and
26 b. The Court approves and orders payment of Three Thousand Five Hundred Dollars
27 and Zero Cents (\$3,500.00) (25%) to be distributed to Aggrieved Employees as
28 the Aggrieved Employee PAGA Payments pursuant to the terms of the Settlement.

- 1 17. In list form, the amounts approved and ordered paid are as follows:
- 2 a. Gross Settlement Amount ("GSA"): \$217,480.70 (exclusive of defendant payroll
- 3 taxes) from which the following amounts will be paid.
- 4 b. PAGA Amount: Total \$10,000.00 composed of:
- 5 i. LWDA Payment: \$6,500.00 (55% of PAGA Amount)
- 6 ii. Aggrieved Employee PAGA Payments: \$3,500.00 (35% of PAGA
- 7 Amount)
- 8 c. Deductions: Total \$110,485.87, composed of:
- 9 i. \$15,000.00 - Class Representative Enhancement Award
- 10 ii. \$72,493.57 - Attorneys' Fees
- 11 iii. \$18,002.30 - Attorneys' Costs
- 12 iv. \$4,990.00 - Settlement Administration Costs
- 13 That makes the Net Settlement Amount: \$96,994.83 (GSA, minus PAGA Amount,
- 14 minus Deductions) from which the Individual Settlement Payments to
- 15 Participating Class Members will be paid.

16 18. Participating Class Members will have one hundred eighty (180) calendar days from

17 the date of issuance of the check to cash or otherwise deposit their check. In the event that any checks

18 mailed to a Participating Class Member or Aggrieved Employee remains uncashed after the expiration

19 of one hundred and eighty (180) days, or an envelope mailed to a Participating Class Member is

20 returned and no forwarding address can be located for the Participating Class Member after

21 reasonable efforts have been made, then any such funds shall be transmitted by the Settlement

22 Administrator pursuant to governing California law to the State of California Unclaimed Property

23 Fund, to be held there in the name of and for the benefit of such class members under California's

24 escheatment laws.

25 19. Release by Participating Class Members: Upon occurrence of the Effective Date, and

26 full payment by Defendant, each Participating Class Member, on behalf of themselves and their

27 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

28 assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been

 alleged, based on the Class Period facts stated in the Operative Complaint, including the following

 claims: (1) Failure to Pay Minimum and Straight Time Wages Under Labor Code §§ 204, 1194,

 1194.2, and 1197; (2) Failure to Pay Overtime Wages Under Labor Code §§ 510, 1194, 1194.2, and

 1198; (3) Failure to Provide Meal Periods Under Labor Code §§ 226.7 and 512; (4) Failure to

 Authorize and Permit Rest Breaks Under Labor Code § 226.7; (5) Failure to Provide Accurate

1 Itemized Wage Statements Under Labor Code § 226; (6) Violation of Labor Code § 221; (7) Failure
2 to Timely Pay Wages at Termination Under Labor Code §§ 201-203; (8) Failure to Maintain Records
3 Required Under Labor Code §§ 1174 and 1174.5; (9) Failure to Reimburse Necessary Business
4 Expenses Under Labor Code § 2802; (10) Violation of Business & Professions Code § 17200, et seq.;
5 (11) Violation of Labor Code Section 246 et seq. and related laws for Paid Sick Leave violations;
6 (12) all claims under the California Industrial Welfare Commission Wage Orders (collectively
7 “Released Class Claims”). Participating Class Members do not release any other claims, including
8 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
9 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
10 occurring outside the Class Period.

11 20. Release by the Aggrieved Employees: Upon occurrence of the Effective Date, and full
12 payment by Defendant, all Aggrieved Employees are deemed to release, on behalf of themselves and
13 their respective former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged,
15 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
16 Complaint, and the PAGA Notice, including failure to pay overtime compensation, failure to pay
17 minimum and straight time wages, failure to provide compliant meal and rest periods, failure to pay
18 meal and rest period premiums, failure to pay all wages owed at discharge or resignation, failure to
19 timely pay wages during employment, failure to reimburse necessary business expenses, failure to
20 provide accurate itemized wage statements, failure to maintain records required by Labor Code §§
21 1174 and 1174.5, failure to provide Paid Sick Leave under Labor Code § 246 et seq., violations of
22 Labor Code § 221, violation of Labor Code § 2698 et seq. Aggrieved Employees do not release any
23 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
24 Employment and Housing Act, unemployment insurance, disability, social security, worker
25 compensation, or claims based on facts occurring outside the PAGA Period.

26 21. “Released Parties” means Defendant and each of its former, present, and/or future,
27 direct or indirect, directors, officers, shareholders, owners, members, managers, administrators,
28 sectors, divisions, attorneys, insurers, predecessors, successors, and assigns.

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22. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

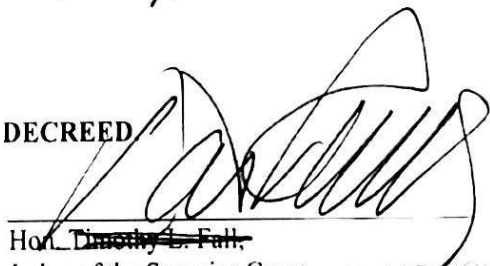
23. This Court shall retain jurisdiction with respect to all matters relating to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

24. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall file a final report with the Court regarding distribution of Settlement funds by 6-30-27 indicating the disbursements were made pursuant to the Settlement, so that the Court can render judgment as set forth in and subject to the requirements of California Code of Civil Procedure Section 384, Subd. (b).

25. A status conference regarding distribution of the Settlement funds is set for 7-26-27 at 9:00 ~~am~~ ¹¹ p.m. in Department 11 of the above-captioned Court.

IT IS SO ORDERED, ADJUDGED AND DECREED

Dated: 4-23-26



~~Hon. Timothy L. Falk~~
Judge of the Superior Court DAVIS ROSENBERG