

FILED
ALAMEDA COUNTY

MAY 27 2026

CLERK OF THE SUPERIOR COURT

By *Pam Williams*
Deputy

1 **THE SENTINEL FIRM, APC**
Seung L. Yang (SBN 249857)
2 E-mail: seung.yang@thesentinfirm.com
Tiffany Hyun (SBN 311743)
3 E-mail: tiffany.hyun@thesentinfirm.com
Jeffrey Jackson (SBN 290364)
4 E-mail: jeffrey.jackson@thesentinfirm.com
707 Wilshire Blvd, Suite 4700
5 Los Angeles, California 90071
6 Telephone: (213) 985-1150
Facsimile: (213) 985-2155

7 Attorneys for Plaintiff and the Proposed Class

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ALAMEDA**

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

14 Plaintiff,

15 vs.

16
17 COMMUNITY CHILD CARE
COORDINATING COUNCIL OF
18 ALAMEDA, a California nonprofit
corporation; and DOES 1 through 10,
19 inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

Case No.: 24CV096756

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

Pam
[PROPOSED] FINAL ORDER AND JUDGMENT

Hearing Information:

Date: May 27, 2026
Time: 1:30 p.m.
Dept.: 18

CRS# A-96756-001

Pam **[PROPOSED] FINAL ORDER AND JUDGMENT**

1 This matter has come before the Honorable Patrick McKinney, in Department 18 of the
2 above-entitled Court, located at the Alameda County Superior Court, located at 1221 Oak Street
3 Oakland, CA 94612, on May 27, 2026, on Plaintiff's Unopposed Motion for Final Approval of
4 Class Action and PAGA Settlement, Attorneys' Fees, Costs, and Enhancement Payments
5 ("Motion for Final Approval"). The Sentinel Firm, APC appeared on behalf of Plaintiff Gardenia
6 Zuniga-Haro; Simpson, Garrity, Innes & Jacuzzi, P.C. appeared on behalf of Defendant
7 Community Child Care Coordinating Council of Alameda ("Defendant").

8 On January 12, 2026, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Class Action and PAGA
11 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") attached to the
12 Declaration of Tiffany Hyun in Support of Plaintiff's Motion for Final Approval as **Exhibit 1**,
13 which sets forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 "All persons who worked for Defendant in California as hourly, non-exempt
27 employees at any time during the Class Period. The Class Period is defined as the
period from October 22, 2020 through October 27, 2025."

28 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the

1 Class Members fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
3 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
4 under the circumstances; was valid and provided sufficient notice to all Class Members; and
5 complied fully with the laws of the State of California, the United States Constitution, due process
6 and other applicable law. The Class Notice fairly and adequately described the Settlement and
7 provided the Class Members with adequate instructions and a variety of means to obtain
8 additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful investigation
12 conducted by the Sentinel Firm, APC (“Class Counsel”); that the Settlement is the result of
13 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
14 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
15 has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration
17 of further litigation; the amount offered in the Settlement; the extent of investigation and
18 discovery completed; and the experience and views of Class Counsel. The Court has further
19 considered the absence of objections to the Class Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Pursuant to the Settlement Administrator, no persons submitted a timely
26 and valid Request for Exclusion to the Administrator. Accordingly, the Court determines that all
27 Class Members who did not submit a timely and valid Request for Exclusion (“Participating Class
28 Members”) are bound by the Class Settlement and by this order and judgment (“Final Approval

1 Order and Judgment”), and that the State of California and all persons employed by Defendant in
2 California and classified as a non-exempt employee who worked for Defendant during the period
3 from the period from October 18, 2023 and October 27, 2025 (“Aggrieved Employees”) are bound
4 by the PAGA Settlement and this Final Approval Order and Judgment.

5 7. The Court finds that the Gross Settlement Amount of \$335,000 is fair, reasonable,
6 and appropriate, and hereby approved. The Gross Settlement Amount is subject to the deductions
7 otherwise provided for in this Final Approval Order and Judgment.

8 8. The Court finds that the settlement of the Released PAGA Claims for \$25,000,
9 which is designated and allocated as penalties under the California Private Attorneys General Act
10 of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The
11 Administrator shall distribute the PAGA Payment as follows: the amount of \$16,250 to the
12 California Labor and Workforce Development Agency, and the amount of \$8,750 to Aggrieved
13 Employees, in accordance with the terms and methodology set forth in the Settlement Agreement.

14 9. The Court finds that payment of administration costs in the amount of
15 \$6,490/[] is appropriate for the services performed and costs incurred and to be incurred
16 for the notice and settlement administration process. It is hereby ordered that the Administrator,
17 Apex Class Action, LLC, shall issue payment to itself in the amount of \$6,490/[], in
18 accordance with the terms and methodology set forth in the Settlement Agreement.

19 10. The Court finds that the Class Representative Service Payment sought is fair and
20 reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and
21 the Aggrieved Employees. It is hereby ordered that the Administrator issue payment in the
22 amount of \$7,500/[] to the Class Representative for her Service Payment according to
23 the terms and methodology set forth in the Settlement Agreement.

24 11. The Court finds that the request for attorneys’ fees in the amount of ~~\$111,666.66~~ ^{103,850.}
25 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
26 award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and
27 appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment
28 in the amount of ~~\$111,666.66~~ ^{103,850.} to Class Counsel for attorneys’ fees, in accordance

1 with the terms and methodology set forth in the Settlement Agreement.

2 12. The Court finds that reimbursement of litigation costs and expenses in the amount
3 of \$24,512.15/[] to Class Counsel is reasonable, and hereby approved. It is hereby
4 ordered that the Administrator issue payment in the amount of \$24,512.15/[] to Class
5 Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and
6 methodology set forth in the Settlement Agreement.

7 13. The Court finds that all amounts not otherwise provided for in this Order and
8 Judgment shall be allocated as the Net Settlement Amount payable as Individual Class Payments.
9 It is hereby ordered that the Administrator issue and distribute payment of the Net Settlement
10 Amount in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. The Court hereby enters Judgment by which Participating Class Members shall be
12 conclusively determined to have given a release of any and all Released Class Claims against the
13 Released Parties, ~~and all Aggrieved Employees~~ and the State of California shall be conclusively
14 determined to have given a release of any and all Released PAGA Claims against the Released
15 Parties, as set forth in the Settlement Agreement and Class Notice.

16 15. It is hereby ordered that following the Effective Date of the Settlement Agreement,
17 Defendant shall transmit the Gross Settlement Amount by making deposits into the account
18 established by the Administrator for administration of the Settlement in accordance with the terms
19 and methodology set forth in the Settlement Agreement.

20 16. It is hereby ordered that following the deposit of each portion of the Gross
21 Settlement Amount by Defendant, the Administrator shall distribute Individual Class Payments
22 to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees,
23 the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
24 Expenses Payment, the Class Representative Service Payments, and the Administration Expenses
25 Payment in accordance with the terms and methodology set forth in the Settlement Agreement.

26 17. Individual Class Payment and Individual PAGA Payment checks shall be valid
27 and negotiable for a period of not less than one hundred and eighty (180) calendar days from the
28 date of issuance, and thereafter, the checks shall be cancelled. The funds associated with

1 Individual Class Payment and/or Individual PAGA Payment checks that have not been cashed or
2 deposited within the 180-day period shall be transmitted to the cy pres beneficiary, Centro Legal
3 de la Raza, located at 3400 E. 12th St., Oakland, CA 94601 in accordance with the requirements
4 of California Code of Civil Procedure § 384(b).

5 18. Prior to transmitting the funds from uncashed checks to a cy pres beneficiary,
6 which the parties have designated as Centro Legal de la Raza, located at 3400 E. 12th St.,
7 Oakland, CA 94601, the Parties shall submit a stipulation and proposed order to the Court
8 complying with the provisions of California Code of Civil Procedure section 384.

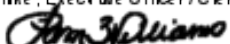
9 19. After entry of this Final Approval Order and Judgment, pursuant to California
10 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,
11 and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
12 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
13 any dispute arising from or in connection with the distribution of settlement benefits.

14 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
15 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
16 Order and Judgment on the Administrator's website for a period of at least one hundred and eighty
17 (180) calendar days after the date of entry of this Final Approval Order and Judgment.
18 Individualized notice is not required.

19 21. The Court sets a Case Review Hearing Re: Final Accounting and Distribution of
20 Residual Funds on May 10th, 2027 at 1:30 p.m. in Department 18 of this Court. The Parties are
21 ordered to file a Final Status Report no later than 5 ^{court} days prior to the Case Review Hearing.

22
23 Dated: May 27, 2026

24 [Signature]
JUDGE OF THE SUPERIOR COURT

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 05/28/2026
PLAINTIFF/PETITIONER: GARDENIA ZUNIGA-HARO	Chad Finke, Executive Officer / Clerk of the Court 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 Final Order and Judgment 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: 05/28/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Drummer-Williams, Deputy Clerk