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Attorneys for Defendants United Cerebral Palsy of
San Joaquin, Calaveras & Amador Counties and
Christina Baker

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ASIA HAMILTON-MEDFORD,

Plaintiff,

v.

UNITED CEREBRAL PALSY
ASSOCIATION, INC., a corporation,
UNITED CEREBRAL PALSY OF SAN
JOAQUIN, CALAVERAS & AMADOR
COUNTIES, a corporation, CHRISTINA
BAKER, an individual, and DOES 1-100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0014252

**AMENDMENT NO. 1 TO JOINT
STIPULATION OF CLASS AND PAGA
SETTLEMENT AND RELEASE**

**AMENDMENT NO. 1 TO JOINT STIPULATION OF CLASS AND PAGA
SETTLEMENT AND RELEASE**

Plaintiff Asia Hamilton-Medford (“Plaintiff”) and Defendant United Cerebral Palsy of San Joaquin, Calaveras, and Amador Counties (“Defendant”) (Plaintiff and Defendant together, the “Parties”), hereby agree to amend the terms of the Joint Stipulation of Class and PAGA Settlement and Release (“Settlement Agreement”). The Parties make this Amendment pursuant to Paragraphs 46 and 47 of the Settlement Agreement as follows:

WHEREAS, on or about October 6, 2025, Plaintiff and Defendant entered into the Settlement Agreement;

WHEREAS, on or about October 15, 2025, Plaintiff filed a Motion for Preliminary Approval of the Settlement Agreement (“Motion”);

WHEREAS, on December 10, 2025, the Court granted the Motion and preliminarily approved the Settlement Agreement;

WHEREAS, Paragraph 1.1 of the Settlement Agreement sets forth that the Gross Settlement Amount (“GSA”) is Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00);

WHEREAS, Paragraph 28 of the Settlement Agreement memorializes the Defendant represented before mediation in this lawsuit that the alleged class members and aggrieved employees worked a total of 16,146 Workweeks during the Class Period. Paragraph 28 further provides that if the total number of Workweeks increases by more than 10% between when the Settlement Agreement was signed and the date of preliminary approval, Defendant reserved the right to either (i) increase the GSA proportionally by the percentage difference of the actual Workweeks beyond 10%, or (ii) adjust the end date of the Class Period to the date where the number of Workweeks would not exceed 17,761 (“Escalator Clause”).

WHEREAS, on or about February 2, 2026, the Settlement Administrator determined that the Class worked a cumulative total of 31,386 Workweeks during the Class Period, thereby triggering the Escalator Clause; and

WHEREAS, the Parties engaged in arms-length negotiations regarding the triggering of the Escalator Clause and have agreed to amend the Settlement Agreement to provide a third option

if the cumulative number of Workweeks worked by the class members during the Class Period exceeded 16,146 Workweeks by more than ten percent (10%); and

WHEREAS, the Parties further agreed that the Class and PAGA Periods will end on December 31, 2024, and that the GSA shall be increased to One Million Four Hundred Twenty-Four Thousand and Ninety Dollars and Forty Cents (\$1,424,090.40).

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the Parties and their attorneys of record, that the following paragraphs of the Settlement Agreement are amended or otherwise modified as follows:

1. Paragraph 1.d is replaced with the following:

“Class” and “Class Members” for purposes of this Settlement Agreement shall be defined as: All individuals employed by United Cerebral Palsy of San Joaquin, Calaveras & Amador Counties in non-exempt positions in California from December 26, 2019, through December 31, 2024. Defendant represents there are approximately 353 Class Members.

2. Paragraph 1.f is replaced with the following:

“Class Period” shall mean the period from December 26, 2019, through December 31, 2024.

3. Paragraph 1.l is replaced with the following:

“Gross Settlement Amount” (or “GSA”) shall mean the maximum, non-reversionary sum of One Million Four Hundred Twenty-Nine Thousand Dollars and Forty Cents (\$1,424,090.40) payable by Defendant as provided for by this Settlement Agreement.

4. Paragraph 1.x is replaced with the following:

“PAGA Period” shall mean the period from November 17, 2022, through December 31, 2024.

5. Paragraph 28 of the Settlement Agreement is replaced with the following:

Escalator Clause. Defendant represents there are 353 individuals within the Class Definition who worked a cumulative total of 16,146 Workweeks during the Class Period. If the number of Workweeks increases by more than ten percent (10%), Defendant reserves the right to: (i) increase the Gross Settlement Amount proportionally by the percentage difference of the actual number of

Workweeks beyond 10%; (ii) adjust the end date of the Class Period and PAGA Period to the date where the number of Workweeks does not exceed 17,761; or (iii) adjust the Class Period and PAGA Period end date to December 31, 2024, and increase the Gross Settlement Amount proportionally by the percentage difference of the actual number of Workweeks beyond 10% and ending on December 31, 2024. Upon notice that this Escalator Clause has been triggered, Defendant shall make its election within ten (10) business days.

6. Exhibit A to the Settlement Agreement (Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval), is replaced with the following:

The Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval, attached to this Amendment as Exhibit A.

Dated: March 20, 2026

JACKSON LEWIS P.C.

Signed by:
 By: Donald P. Sullivan
 Donald P. Sullivan
 Dahn A. Levine
 Attorneys for Defendant
 UNITED CEREBRAL PALSY OF SAN
 JOAQUIN, CALAVERAS & AMADOR
 COUNTIES

Dated: March 20, 2026

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