

JUN 16 2026

Filed
STEPHANIE BOHRER, CLERK

By *[Signature]*
DERUTY

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ASIA HAMILTON-MEDFORD,

Plaintiff,

vs.

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-2023-14252

[Signature]
**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

The motion of Plaintiff Asia Hamilton-Medford ("Plaintiff") for an order finally approving the Parties' Joint Stipulation of Class and PAGA Representative Action Settlement and Release ("Agreement"), specifically incorporating Amendment No. 1, with Defendant United Cerebral Palsy of San Joaquin, Calaveras & Amador Counties ("Defendant"), and the motion for attorneys' fees, costs, and class representative service award (collectively, the "Motions"), duly came on for hearing on June 16, 2026 in Department 11B of the above-entitled Court, before the Honorable Robert T. Waters.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the Motions, the Court makes the following findings:

1 1. All terms used herein shall have the same meaning as defined in the Agreement.

2 2. This Court has jurisdiction over the subject matter of this litigation pending before the
3 California Superior Court for the County of San Francisco, and over all Parties to this litigation,
4 including the Class.

5 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
6 law, the Court finds that the GSA of \$1,424,090.40 and the terms set forth in the Agreement are fair,
7 reasonable, and adequate.

8 4. The Court further finds that the Settlement was the result of arm's length negotiations
9 conducted after Class Counsel had adequately investigated the claims and became familiar with the
10 strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant
11 risks relating to certification, liability, and damages issues, and the assistance of an experienced
12 mediator in the settlement process, among other factors, support the Court's conclusion that the
13 Settlement is fair, reasonable, and adequate.

14 **Preliminary Approval of the Settlement**

15 5. On December 10, 2025, the Court granted preliminary approval of the Settlement. At
16 this same time, the Court approved conditional certification of the Class for settlement purposes
17 only.

18 6. Thereafter, on March 25, 2026, the Court approved Amendment No. 1 to the
19 Settlement, which modified the Class Period to close on December 31, 2024 and increased the
20 originally approved GSA of \$900,000 to \$1,424,090.40.

21 **Notice to the Class**

22 7. In compliance with the Preliminary Approval Order and the March 25, 2026 Order,
23 the revised Class Notice was mailed by first class mail to members of the Class at their last known
24 addresses on or about April 10, 2026. Mailing of the Class Notice to their last known addresses was
25 the best notice option under the circumstances and was reasonably calculated to communicate actual
26 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
27 Members fully and accurately informed the Class Members of all material elements of the proposed
28 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the

1 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
2 laws of the State of California, the United States Constitution, due process and other applicable law.
3 The Class Notice fairly and adequately described the Settlement and provided Class Members
4 adequate instructions and a variety of means to obtain additional information.

5 8. The deadline for opting out of the Class or submitting written objections to the
6 Settlement was May 25, 2026. There was an adequate interval between notice and the deadline to
7 permit Class Members to choose what to do and act on their decision. A full opportunity has been
8 afforded to the Class Members to participate in this hearing, and all Class Members and other
9 persons wishing to be heard have been heard. Class Members also have had a full and fair
10 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court
11 determines that all Class Members who did not timely and properly submit a request for exclusion
12 are bound by the Settlement and this Final Approval Order and Judgment.

13 **Fairness Of Settlement**

14 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
15 Cal. App. 4th 1794, 1801 (1996).

- 16 a. The settlement was reached through arm's-length bargaining between the parties
17 during an all-day mediation before Hon. Rauk Ramirez (ret.), a respected and
18 experienced mediator of wage and hour class actions and retired justice of the
19 California Court of Appeal, Third Appellate District. There has been no collusion
20 between the parties in reaching the proposed settlement.
- 21 b. Plaintiff's investigation and discovery have been sufficient to allow the Court and
22 counsel to act intelligently.
- 23 c. Counsel for both parties are experienced in similar employment class action litigation.
24 All counsel recommended approval of the Agreement.
- 25 d. The percentage of objectors and requests for exclusion is small. Zero objections were
26 received and only 1 request for exclusion was received.
- 27
28

i. Jhennifer Olea Vazquez elected to opt-out of the Settlement, shall not be included as a Participating Class Member, and the Class Release shall not apply to her.

e. The participation rate was high. 208 of 209 Class Members are Participating Class Members and will be mailed a settlement payment, representing 99.5% of the overall Settlement Class.

10. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

11. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

12. An award of \$498,431.64, to be allocated \$332,304.37 to Mayall Hurley, P.C., \$110,751.51 to Gaines & Gaines ALPC, and \$55,375.76 to the Law Office of Alex P. Katofsky, which is equivalent to 35% of the Gross Settlement Amount negotiated in this matter for attorneys' fees, and \$14,031.40 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Enhancement Payment

13. The Agreement provides for a Class Representative Service Award of not more than \$15,000 to Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Award in the amount of \$15,000 to Plaintiff is reasonable in light of the risks and burdens undertaken by Plaintiff in the litigation, for his time and effort in bringing and prosecuting this matter on behalf of the Class, and for his execution of a general release.

Settlement Administration Expenses

1 14. The Settlement Administrator shall calculate and administer the payment to be made
2 to the Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
3 transmit the Class Representative Service Award to the Plaintiff, distribute the PAGA Payment, issue
4 any required tax reporting forms, calculate withholdings and perform the other remaining duties set
5 forth in the Agreement. The Settlement Administrator has documented \$7,750 in fees and expenses,
6 and this amount is reasonable in light of the work performed by the Settlement Administrator.

7 **PAGA Payment**

8 15. The Agreement provides for a PAGA Allocation out of the Gross Settlement Amount
9 of \$40,000, which shall be allocated \$30,000 to the LWDA as the LWDA's 75% share of the
10 settlement of civil penalties paid pursuant to the PAGA Members. All Settlement Class Members
11 who were employed during the PAGA Period of November 17, 2022 through December 31, 2024,
12 regardless of whether they opt-out of the Settlement, will share in a portion of the PAGA Allocation.
13 The Court finds this PAGA Allocation to be reasonable. All PAGA Members will be sent their share
14 of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth
15 below, whether or not they opt out of the Settlement.

16 **II.**

17 **ORDERS**

18 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

19 1. The certification of the Classes for the purposes of settlement is confirmed. The
20 Classes are defined as follows:

21 All individuals employed by United Cerebral Palsy of San Joaquin, Calaveras &
22 Amador Counties in non-exempt positions in California from December 26, 2019,
23 through December 31, 2024 (the "Class"). SA ¶ 1.d (as amended)

24 2. All persons who meet the foregoing definition is a member of the Class, except for
25 those individuals who filed a valid request for exclusion ("opt out") from the Class.

26 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
27 best interest of the Class.

1 4. Class Counsel are awarded attorneys' fees in the amount of \$498,431.64, to be
2 allocated \$332,304.37 to Mayall Hurley, P.C., \$110,751.51 to Gaines & Gaines ALPC, and
3 \$55,375.76 to the Law Office of Alex P. Katofsky, and costs in the amount of \$14,031.40 to Mayall

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5 Hurley, P.C. Class Counsel shall not seek or obtain any other compensation or reimbursement from
6 Defendant, Plaintiff or members of the Class.

7 5. The payment of the Class Representative Service Award in the amount of \$15,000 to
8 Plaintiff is approved.

9 6. The payment of \$7,750 to the Settlement Administrator for their fees and expenses is
10 approved.

11 7. The PAGA Payment of \$40,000 is approved and shall be allocated in accordance with
12 the Agreement.

13 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
14 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
15 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
16 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
17 document referred to herein, nor any action taken to carry out the Agreement is, may be construed as,
18 or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
19 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings
20 related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
21 concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions,
22 Defendant may file in the Action or in any other proceeding this Final Approval Order and
23 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
24 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or
25 issue preclusion or similar defense at to the Released Class Claims and/or the Released PAGA
26 Claims.

1 9. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties
2 by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
3 notice of entry of this Final Approval Order and Judgment to individual Class Members.

4 10. If the Agreement does not become final and effective in accordance with the terms of
5 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
6 therewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
7 respective positions as of before entering into the Agreement, and expressly reserve their respective
8 rights regarding the prosecution and defense of this Action, including all available defenses and
9 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
10 action and/or managed as a representative action.

11 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:**

12 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
13 Plaintiff, and all members of the Class, shall take nothing in the Action.

14 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
15 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
16 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
17 arising from or in connection with distribution of settlement benefits.

18 3. The Parties are authorized to agree to and to adopt such amendments, modifications
19 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
20 Final Approval Order and Judgment and as approved by the Court.

21 4. Each party shall bear its own attorney's fees and costs, except as otherwise provided
22 in the Agreement and in this Final Approval Order and Judgment.

23 5. Upon the Effective Date, and after full funding of the Gross Settlement Amount,
24 Plaintiff and each Participating Class Member shall fully release and discharge the Released Parties
25 for the entire Class Period of December 26, 2019 through December 31, 2024 as follows:

- 26 a. Released Class Claims: Participating Class Members shall release the Released
27 Parties from any and all claims, debts, rights, demands, obligations or liabilities of
28 every nature and description, for damages, premiums, penalties, liquidated damages,

1 punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable
2 relief against the Released Parties, arising during the Class Period and alleged in the
3 Action, or which could have been alleged based on the facts pled in the Action or
4 Plaintiff's November 17, 2023 letter to the LWDA, including without limitation,
5 claims relating to: (i) the alleged failure to pay minimum wage; (ii) the alleged failure
6 to pay overtime wages; (iii) the alleged failure to provide meal periods or pay meal
7 period premiums at the regular rate of pay; (iv) the alleged failure to provide rest
8 periods or pay rest period premiums at the regular rate of pay; (v) the alleged failure
9 to provide complete and accurate wage statements; (vi) the alleged failure to timely
10 pay all wages owed to employees during employment and on separation; (vii), the
11 alleged failure to reimburse business expenses, (viii) alleged violations of Business
12 and Professions Code section 17200, and (ix) claims for interest and any other claims
13 and penalties premised on the aforementioned allegations. "Released Claims"
14 includes all types of relief available under state law for the above-referenced claims as
15 well as state law claims, including any claims for damages, restitution, losses,
16 premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest,
17 injunctive relief, declaratory relief, or liquidated damages, whether under California
18 law or any state, federal or local law or common law, including, without limitations,
19 violations of the California Labor Code, the Wage Orders, and any applicable
20 regulations and any and all claims under the Fair Labor Standards Act related to the
21 facts and claims alleged in the Action.

22 6. In addition, other than the rights created by this Settlement Agreement, upon the
23 Effective Date, and Defendant funding the Gross Settlement Amount, the Defendant and the
24 Released Parties shall be entitled to a release of from Plaintiff, the PAGA Members, and the State of
25 California of any and all PAGA claims against the Released Parties arising during the PAGA Period
26 and alleged in the Action and/or Plaintiff's November 17, 2023, letter to the LWDA, or which could
27 have been alleged based on the facts pled in the Action and/or alleged in Plaintiff's November 17,
28 2023, letter to the LWDA, including without limitation PAGA claims relating to: i) the alleged

1 failure to pay minimum wage; (ii) the alleged failure to pay overtime wages; (iii) the alleged failure
2 to provide meal periods or pay meal period premiums at the regular rate of pay; (iv) the alleged
3 failure to provide rest periods or pay rest period premiums at the regular rate of pay; (v) the alleged
4 failure to provide complete and accurate wage statements; (vi) the alleged failure to timely pay all
5 wages owed to employees during employment and on separation; (vii) the alleged failure to
6 reimburse business expenses, and (viii) any other PAGA claims premised on the aforementioned
7 allegations (the "Released PAGA Claims").

8 7. In addition, other than the rights created by this Settlement Agreement, in addition to
9 the Released Class Claims and the Released PAGA Claims, Plaintiff Asia Hamilton-Medford (on her
10 own behalf and on behalf of her heirs, executors, administrators, and assigns), but not on behalf of
11 other Class Members, knowingly and voluntarily releases and forever discharges the Released Parties
12 from any and all claims, known and unknown, asserted and unasserted, that she has or may have had
13 against Defendant. Christina Baker, and any of the Released Parties. Such claims include, but are not
14 limited to: breaches of contract, whether written, oral or implied; violations of any public policy; tort
15 claims, including but not limited to intentional infliction of emotional distress and negligent
16 infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation claims; common
17 law claims; any other claims for damages, costs, fees, or other expenses, including attorneys' fees;
18 and any violations of the following statutes, laws, and regulations: Fair Labor Standards Act, 29
19 U.S.C. §§ 200, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of
20 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans
21 with Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as
22 amended; the Older Workers Benefit Protection Act; the Employment Retirement Income Security
23 Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley
24 Act of 2002; the Family and Medical Leave Act of 1993, as amended; the California Fair
25 Employment and Housing Act – Cal. Gov't Code § 12900 *et seq.*; the California Family Rights Act –
26 Cal. Gov't Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51 *et seq.*;
27 the California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the California Occupational
28 Safety and Health Act, as amended – Cal. Lab. Code § 6300 *et seq.*, and any applicable regulations

1 thereunder; the California Business and Professions, Civil, Government and Labor Code; the Labor
2 Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*; and any other federal,
3 state, or local civil employment law, statute, regulation, or ordinance capable of being released by
4 her, excluding any claims that cannot be released as a matter of law. To the extent the foregoing
5 release is a release to which California Civil Code section 1542 or similar provisions of other
6 applicable law may apply, Plaintiff Asia Hamilton-Medford expressly waives any and all rights and
7 benefits conferred upon her by the provisions of California Civil Code section 1542 or similar
8 provisions of applicable law which are as follows:

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

11 Dated: JUNE 16, 2026



HON. ROBERT T. WATERS
SUPERIOR COURT JUDGE