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[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

DEVONE M. BARNES, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

BAY AREA COMMUNITY RESOURCES, INC., a California Nonprofit corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV062496

[Assigned for all purposes to Honorable Somnath Raj Chaterjee in Dept. 21]

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY

Action Filed: February 2, 2024
Trial Date: None Set

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BAY AREA COMMUNITY RESOURCES, INC.

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of Class Action and PAGA Settlement came before this Court, on December 22, 2026, in Department 1 before the Honorable Somnath Raj Chaterjee, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") filed herewith. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The Settlement, which provides for a Gross Settlement Amount of $1,990,000.00 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Actions. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Court has reviewed the monetary recovery is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

3. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, costs of administration, and the Class Representatives' Service Payments should be finally approved as fair, reasonable and adequate as to the members

of the Class is scheduled in Department 21 on the date and time set forth in the implementation schedule below.

4. This Court approves, as to form and content, the Court-Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"). The Court approves the procedure for Class Members to opt-out of, or to object to, the Settlement as set forth in the Class Action and PAGA Settlement Agreement, and the Class Notice.

5. The Court directs the mailing of the Class Notice by first-class mail to Class Members in accordance with the Implementation Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule below, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

6. Specifically, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of the following: (1) the nature of the Actions, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation; (2) named Plaintiffs' and Class Counsel's applications for the Class Representatives' Service Payments, and Class Counsel's Fee Payment and Class Counsel Expense Payment; (3) a formula used to determine the Class Members' Individual Class Payments and Individual PAGA Payments; (4) how to participate in the Settlement; (5) how to object to the Settlement or to opt-out if a Class Member wishes to do so, and Class Members' right to appear through counsel if they desire; and (6) how to obtain additional information regarding the Actions and the Settlement. (Cal. Rules of Court, rule 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class Members of their rights under the settlement. Counsel for the Parties are authorized to correct any typographical errors in the Notice and to make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents. The Court further

finds that the distribution of the Class Notice is substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first-class mail, pursuant to the terms set forth in the Settlement Agreement.

7. It is ordered that the Settlement Class is preliminarily certified for Settlement purposes only. For Settlement purposes only, the Court conditionally certifies the following Class: "all current and former non-exempt employees of Defendant within the State of California from February 2, 2020 through December 31, 2025." The Settlement Class, however, shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.

8. The Court also approves for Settlement purposes only that PAGA Members are the following: "all current and former non-exempt employees of Defendant within the State of California from February 2, 2023 through December 31, 2025."

9. The Court concludes that, for Settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiffs are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class.

10. The Court confirms Plaintiffs Devone Marcell Barnes and Jelisa Margaret

Spraggins as Class Representatives; and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., and James Hawkins, Gregory Mauro and Michael Calvo of James Hawkins, APLC, as Class Counsel.

11. The Court confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator.

12. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Class Members from filing claims before the California Division of Labor Standards Enforcement (DLSE), and/or from initiating any other proceedings, regarding the Released Class Claims against the Released Parties, unless and until they opt-out of the Settlement Class.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[30 calendar days after Preliminary Approval Order
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	[45 calendar days after Preliminary Approval Order]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Class Notices that have been re-mailed]
d.	Deadline for Class Members to Postmark Any Objections to Settlement	[45 calendar days after mailing of Class Notice, plus 14 calendar days for Notices that have been re-sent]
e.	Deadline for Class Counsel to file Motino for Final Approval of Settlement, including Request for Attorneys' Fees, Costs and Service Payments	[16 Court days before Final Approval Hearing]
f.	Deadline for Settlement Administrator to Provide Class Counsel Declaration of Due Diligence and Compliance	[7 calendar days before Class Counsel's deadline to File Motion for Final Approval of Settlement]
g.	Deadline for Defendant to provide written notice of its choice to withdraw from Settlement to Class Counsel (if applicable)	[14 calendar days after Settlement Administrator provides Exclusion List to Defendant, if the number of opt-outs exceeds 10% of Class Members]

h.	Final Fairness Hearing and Final Approval	_____
i.	Deadline for Defendant to complete first payment (if Settlement is Effective)	[30 calendar days after Effective Date]
j.	Deadline for Defendant to complete second payment (if Settlement is Effective)	[12 months from first installment payment]
k.	Deadline for Defendant to complete third payment (if Settlement is Effective)	November 19, 2028 (if Settlement is Effective)
l.	Deadline for Settlement Administrator to mail the pro rata Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, and LWDA PAGA Payment, and to wire transfer Class Counsel Fees Payment and Class Counsel Expense Payment (if Settlement is Effective)	[7 calendar days after receipt of first, second, and third installment payments]
m.	Deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments (if Settlement is Effective)	[120 calendar days after Settlement Administrator mails Individual Class Payments and Individual PAGA Payments]
n.	Deadline for Settlement Administrator to distribute uncashed checks to cy pres recipient (if Settlement is Effective)	[Within 180 calendar days after the deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments]
o.	Settlement Administrator to File Proof of Payment of Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, and LWDA PAGA Payment, and to wire transfer the Class Counsel Fees Payment and the Class Counsel Expenses Payment (if Settlement is Effective)	[Within 21 days calendar days after the deadline for Settlement Administrator to pay uncashed check amount to cy pres beneficiary]

14. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected

with the proposed Settlement.

15. As of the date this Order is signed, all dates and deadlines associated with the Actions shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of Settlement of the Actions.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Somnath Raj Chaterjee
Judge of the Superior Court