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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

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

Plaintiff,

vs.

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

Defendants.

Case No.: 24CV096756

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

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: October 22, 2024
FAC Filed: December 26, 2024
Trial Date: None Set

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
3 Plaintiff Gardenia Zuniga-Haro (“Plaintiff”) and Defendant Community Child Care Coordinating Council
4 of Alameda County (erroneously sued as Community Child Care Coordinating Council of Alameda in this
5 Action) (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
6 individually as “Party.”

7 **1. DEFINITIONS.**

8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
9 Defendant captioned *GARDENIA ZUNIGA-HARO, individually, and on behalf of*
10 *all others similarly situated, and on behalf of other aggrieved employees pursuant*
11 *to the California Private Attorney General Act vs. COMMUNITY CHILD CARE*
12 *COORDINATING COUNCIL OF ALAMEDA, a California nonprofit corporation;*
13 *and DOES 1 through 10, inclusive*, Case No. 24CV096756 initiated on October 22,
14 2024, and pending in Superior Court of the State of California, County of
15 Alameda.

16 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the
17 Parties have agreed to appoint to administer the Agreement.

18 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from
19 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
20 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
21 Preliminary Approval of the Settlement.

22 1.4. “Aggrieved Employee” means all persons who worked for Defendant in California as hourly,
23 non-exempt employees at any time during the PAGA Period.

24 1.5. “Class” or “Class Members” means all persons who worked for Defendant in
25 California as hourly, non-exempt employees at any time during the Class Period.

26 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.

27 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
28 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and

expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means the following identifying information for Class Members (including Class Members who qualify as Aggrieved Employees) in Defendant’s possession: the Class Member’s name, last-known mailing address, Social Security number, number of Class Period Workweeks, and number of PAGA Pay Periods.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member (including Class Members who qualify as Aggrieved Employees) mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.11. “Class Period” means period of October 22, 2020, through the date of preliminary approval of this settlement, or October 27, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.12. “Class Representative” means the named Plaintiff Gardenia Zuniga-Haro in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Class Period Workweek” means any week during which a Class Member worked for Defendant as a non-exempt employee for at least one day, during the Class Period.

1.15. “Court” means the Superior Court of California, County of Alameda.

1.16. “Defendant” means Community Child Care Coordinating Council of Alameda County.

1.17. “Defense Counsel” means SIMPSON, GARRITY, INNES & JACUZZI, P.C.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court

enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Gross Settlement Amount” means **Three Hundred Thirty-Five Thousand and Zero Cents (\$335,000.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the Administration Expenses Payment.

1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Period Workweeks.

1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods.

1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments, under Labor Code § 2699(i).

1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class

Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant as a non-exempt employee for at least one day during the PAGA Period.

1.30. “PAGA Period” means the period from October 18, 2023, and the date of preliminary approval of this settlement, or October 27, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.32. “PAGA Notice” means Plaintiff’s October 18, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$25,000.00, allocated 35% to the Aggrieved Employees (\$8,750.00) and the 65% to LWDA (\$16,250.00) in settlement of PAGA claims.

1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35. “Plaintiff” means Gardenia Zuniga-Haro, the named plaintiff in the Action.

1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.

1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.39. “Released Parties” means: Defendant Community Child Care Coordinating Council of Alameda County, and Defendant’s respective agents, officers, board members, employees, directors, owners, subsidiaries, DBA’s, affiliates and parent companies.

1.40. “Request for Exclusion” means a Class Member’s submission of a written request to be

excluded from the class claim portion of the Settlement signed by the Class Member. Class Members who qualify as Aggrieved Employees cannot request to be excluded from the PAGA claim portion of the Settlement.

1.41. “Response Deadline” means sixty (60) days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, objections to the Settlement, or to dispute the Class Period Workweeks allocated to them as a part of the Settlement.

1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On October 22, 2024, Plaintiff commenced this Action by filing a Complaint in Alameda County Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; and (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On December 26, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on October 18, 2024.

2.3. On August 28, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq. and subsequently reached an agreement to settle the Action.

2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and information necessary to evaluate the claims in the Action, including an appropriate sampling of pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending class action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay a maximum of **\$335,000.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00, in addition to any Individual PAGA Payment and any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the Final

1 Approval Motion. If the Court approves a Class Representative Service Payment less than the
2 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
3 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
4 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
5 Representative Service Payment and agrees to indemnify Defendant and hold it harmless for any
6 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
7 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
8 Payment.

9 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
10 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$25,000.00.
11 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the
12 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment in the Final
13 Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
14 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
15 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
16 or any other Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fees
17 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
18 Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more
19 appropriate IRS-1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed
20 on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees
21 to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint,
22 damages, penalties, interest or any other actual or potential damages arising from Plaintiff's
23 obligations to pay taxes owed on these payments or from any dispute or controversy regarding any
24 division or sharing of any of these payments.

25 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,490.00 except
26 upon a showing of good cause and as approved by the Court. To the extent the Administrator's
27 expenses are less than, or the Court approves payment less than this amount, the Administrator will
28 allocate the remainder in the Net Settlement Amount. Apex Class Action Administration has been

selected as the Administrator, based upon its “not to exceed” bid of \$6,490.00.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Class Period Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portion of each Individual Class Payment is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of each Individual Class Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members’ obligations to pay taxes owed on these Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will allocate amounts equal to their Individual Class Payments to the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Aggrieved Employees' obligations to pay taxes owed on these Payments.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on the appropriate IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Period Workweeks and PAGA Pay Periods. As of August 28, 2025, the number of Class Period Workweeks worked by the estimated 109 class members is estimated to be 14,350 and the number of PAGA Pay Periods worked by the estimated 85 Aggrieved Employees is 5,278.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member and/or Aggrieved Employee identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,
2 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
3 of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the
4 Effective Date.

5 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
6 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
7 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
8 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
9 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
10 Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement
11 of Individual Class Payments and Individual PAGA Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members and/or Aggrieved
14 Employees via First Class U.S. Mail, postage prepaid. The face of each check shall
15 prominently state the date when the check will be voided, which date shall be one
16 hundred eighty (180) days after the date of mailing. The Administrator will cancel
17 all checks not cashed by the void date. The Administrator will send checks for
18 Individual Class Payments to all Participating Class Members (including those for
19 whom Class Notice was returned undelivered). The Administrator will send checks
20 for Individual PAGA Payments to all Aggrieved Employees including Non-
21 Participating Class Members who qualify as Aggrieved Employees (including those
22 for whom Class Notice was returned undelivered). The Administrator may send
23 Participating Class Members a single check combining the Individual Class Payment
24 and the Individual PAGA Payment. Before mailing any checks, the Administrator
25 must update the recipients' mailing addresses using the National Change of Address
26 Database.

27 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
28 Members and/or Aggrieved Employees whose checks are returned undelivered

without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and/or Aggrieved Employee whose original check(s) was lost or misplaced, if requested by the Class Member and/or Aggrieved Employee prior to the void date.

4.4.3. For any Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a cy pres beneficiary, Centro Legal de la Raza, located at 3400 E. 12th St., Oakland, CA 94601 in accordance with the requirements of California Code of Civil Procedure § 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members and/or Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

As of the Effective Date of this Settlement and the funding of the Gross Settlement Amount, Plaintiff and the Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and her respective former and present spouses, registered domestic partners, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with

1 or without malice, or a breach of any duty, law or rule, without regard to the
2 subsequent discovery or existence of such different or additional facts. Additionally,
3 Plaintiff releases the Released Parties from all claims, charges, complaints, liens,
4 demands, causes of action, obligations, damages and liabilities, known or suspected,
5 arising from her employment with the Defendant. The released claims include,
6 without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2)
7 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section
8 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6)
9 the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and
10 the United States Constitution; (8) the California Labor Code; (9) the Family and
11 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker
12 Adjustment and Retraining Notification Act; (12) the Employee Retirement Income
13 Security Act; (13) the Immigration Reform and Control Act; (14) the California
14 Business and Professions Code, sections 17200, et seq.; (15) the California
15 Government Code; and (16) the California Wage Orders (collectively “Claim” or
16 “Claims”) which Plaintiff now has, owns or holds, or claims to have, own or hold,
17 or which Plaintiff at any time had, owned or held, or claimed to have, own or hold
18 against any of the Released Parties up to and including, as of the final approval of
19 this Settlement. (Everything released based on the above as well as everything
20 released as part of the Released Class Claims discussed below will be referred to as
21 “Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims for vested
22 benefits, unemployment benefits, disability benefits, social security benefits, or
23 workers’ compensation benefits that arose at any time, or to any other claims that
24 cannot be waived under applicable law. Plaintiff acknowledges that Plaintiff may
25 discover facts or law different from, or in addition to, the facts or law that Plaintiff
26 now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release
27 shall be and remain effective in all respects, notwithstanding such different or
28 additional facts or Plaintiff’s discovery of them.

1 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
2 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
3 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

4 **A general release does not extend to claims that the creditor or**
5 **releasing party does not know or suspect to exist in his or her favor**
6 **at the time of executing the release, and that if known by him or her**
would have materially affected his or her settlement with the debtor
or Released Party.

7 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, release the Released Parties from all claims that
10 occurred during the Class Period and were alleged, or reasonably could have been alleged,
11 based on the facts stated in the Operative Complaint ("Released Class Claims"), including
12 but not limited to claims for unpaid overtime, meal period premiums, rest period premiums,
13 unpaid minimum wage, untimely payment of final wages, failure to timely pay wages during
14 employment, non-compliant wage statements, failure to keep requisite payroll records,
15 waiting time penalties, unreimbursed business expenses, and violation of Business and
16 Professions Code §§ 17200, et seq.. Participating Class Members do not release any non-
17 wage and hour claims, including but not limited to, claims for vested benefits, wrongful
18 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
19 disability, social security, workers' compensation, or claims based on facts occurring outside
20 the Class Period.

21 5.3. Release of PAGA Claims: Upon the Effective Date of this Settlement, and upon funding of
22 the Gross Settlement Amount, Plaintiff, as agent and proxy of the LWDA, will release the
23 Released Parties from any and all claims for civil penalties under the California Labor Code
24 Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, et seq., against
25 the Released Parties for work performed during the PAGA Period and based on or arising
26 out of the alleged violations of the Labor Code sections alleged in Plaintiff's letter to the
27 LWDA and the Action, or which could have been alleged under the facts plead in Plaintiff's
28 letter to the LWDA or the Action. As a result of this release, the LWDA, whether directly

or through Aggrieved Employees acting as agent or proxy for the LWDA, will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 et seq., for work performed during the PAGA Period by Aggrieved Employees and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff's letter to the LWDA and the Action, or which could have been alleged under the facts plead in Plaintiff's letter to the LWDA or the Action. If any Aggrieved Employee does bring a claim for penalties brought on behalf of the LWDA, Defendant can assert this Settlement as a defense. The Settlement has claim preclusion, issue preclusion, or other effects if an Aggrieved Employee were to bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in this case. Any such defense would exist because of the claim and issue preclusion effect against the LWDA. (*See Lacour v. Marshalls of CA, LLC* (2021) 94 Cal.App.5th 1172, 1195 [addressing "claim preclusion effect of settlements of claims brought as an agent or proxy of the LWDA under PAGA"]).

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and

disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer

1 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
2 federal tax authorities.

3 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
4 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

5 7.4. Notice to Class Members.

6 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
7 shall notify Class Counsel that the list has been received and state the number of
8 Class Members, Aggrieved Employees, Class Period Workweeks, and PAGA Pay
9 Periods in the Class Data. No later than three (3) business days after receipt of the
10 Class Data, the Administrator will notify Defense Counsel and Class Counsel
11 whether the Escalator Clause (Section 8) has been triggered.

12 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
13 (14) days after receiving the Class Data, the Administrator will send to all Class
14 Members and/or Aggrieved Employees identified in the Class Data, via first-class
15 United States Postal Service (“USPS”) mail, the Class Notice (with Spanish
16 translation) substantially in the form attached to this Agreement as **Exhibit A**. The
17 first page of the Class Notice shall prominently estimate the dollar amounts of any
18 Individual Class Payment and/or Individual PAGA Payment payable to the Class
19 Member, and the number of Class Period Workweeks and PAGA Pay Periods used
20 to calculate these amounts. Before mailing Class Notices, the Administrator shall
21 update Class Member and/or Aggrieved Employee addresses using the National
22 Change of Address database.

23 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
25 Class Notice using any forwarding address provided by the USPS. If the USPS does
26 not provide a forwarding address, the Administrator shall conduct a Class Member
27 Address Search, and re-mail the Class Notice to the most current address obtained.
28 The Administrator has no obligation to make further attempts to locate or send Class

1 Notice to Class Members whose Class Notice is returned by the USPS a second time.

2 7.4.4. The deadlines for Class Members' written objections, challenges to Class Period
3 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended
4 an additional fourteen (14) days beyond the sixty (60) days otherwise provided in
5 the Class Notice for all Class Members whose notice is re-mailed. The
6 Administrator will inform the Class Member of the extended deadline with the re-
7 mailed Class Notice.

8 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
9 discovers any persons who believe they should have been included in the Class Data
10 and should have received Class Notice, the Parties will expeditiously meet and
11 confer in person or by telephone, and in good faith in an effort to agree on whether
12 to include them as Class Members. If the Parties agree, such persons will be Class
13 Members and/or Aggrieved Employees entitled to the same rights as other Class
14 Members and/or Aggrieved Employees, and the Administrator will send, via email
15 or overnight delivery, a Class Notice requiring them to exercise options under this
16 Agreement not later than fourteen (14) days after receipt of Class Notice, or the
17 deadline dates in the Class Notice, which ever are later.

18 7.5. Requests for Exclusion (Opt-Outs).

19 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
20 Settlement must send the Administrator, by fax, email, or mail, a signed written
21 Request for Exclusion not later than sixty (60) days after the Administrator mails the
22 Class Notice or as otherwise extended for re-mailed Class Notices as described
23 herein. A Request for Exclusion is a letter from a Class Member or his/her
24 representative that reasonably communicates the Class Member's election to be
25 excluded from the Settlement and includes the Class Member's name, address, and
26 email address or telephone number. To be valid, a Request for Exclusion must be
27 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
28 for remailed Class Notices as described herein.

1 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
2 to contain all the information specified in the Class Notice. The Administrator shall
3 accept any Request for Exclusion as valid if the Administrator can reasonably
4 ascertain the identity of the person as a Class Member and the Class Member's desire
5 to be excluded. The Administrator's determination shall be final and not appealable
6 or otherwise susceptible to challenge. If the Administrator has reason to question
7 the authenticity of a Request for Exclusion, the Administrator may demand
8 additional proof of the Class Member's identity. The Administrator's determination
9 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

10 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under this Agreement, entitled to all
12 benefits and bound by all terms and conditions of the Settlement, including the
13 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,
14 regardless whether the Participating Class Member actually receives the Class
15 Notice or objects to the Settlement.

16 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class Payment
18 or have the right to object to the class action components of the Settlement. Because
19 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
20 Non-Participating Class Members remain eligible for an Individual PAGA Payment.

21 7.6. Challenges to Calculation of Class Period Workweeks and PAGA Pay Periods. Each Class
22 Member and/or Aggrieved Employee shall have sixty (60) days after the Administrator mails
23 the Class Notice, or as otherwise extended for re-mailed Class Notices as described herein,
24 to challenge the number of Class Period Workweeks and PAGA Pay Periods (if any)
25 allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class
26 Member and/or Aggrieved Employee may challenge the allocation by communicating with
27 the Administrator via fax, email or mail. The Administrator must encourage the challenging
28 Class Member and/or Aggrieved Employee to submit supporting documentation. In the

1 absence of any contrary documentation, the Administrator is entitled to presume that the
2 Class Period Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct
3 so long as they are consistent with the Class Data. The Administrator's determination of
4 each Class Member's allocation of Class Period Workweeks and/or PAGA Pay Periods shall
5 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
6 promptly provide copies of all challenges to the calculation of Class Period Workweeks
7 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
8 determination regarding the challenges.

9 **7.7. Objections to Settlement.**

10 7.7.1. Only Participating Class Members may object to the class action components of the
11 Settlement and/or this Agreement, including contesting the fairness of the
12 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
13 Counsel Litigation Expenses Payment, and/or Class Representative Service
14 Payment.

15 7.7.2. Participating Class Members may send written objections to the Administrator, by
16 fax, email, or mail. In the alternative, Participating Class Members may appear in
17 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
18 Approval Hearing. A Participating Class Member who elects to send a written
19 objection to the Administrator must do so not later than the Response Deadline, or
20 as otherwise extended for re-mailed Class Notices as described herein.

21 7.7.3. Non-Participating Class Members have no right to object to any of the class action
22 components of the Settlement.

23 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
24 Employees have no right to object to or intervene in any of the PAGA components
25 of the Settlement.

26 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
27 performed or observed by the Administrator contained in this Agreement or otherwise.

28 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post

1 information of interest to Class Members including the date, time, and location for
2 the Final Approval Hearing and copies of the Agreement, the Class Notice, the Final
3 Approval, and the Judgment on the Administrator’s website. The Administrator will
4 also maintain and monitor an email address and a toll-free telephone number to
5 receive Class Member calls, faxes and emails.

6 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
8 Not later than five (5) days after the expiration of the deadline for submitting
9 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
10 Defense Counsel containing (a) the names and other identifying information of Class
11 Members who have timely submitted valid Requests for Exclusion (“Exclusion
12 List”); (b) the names and other identifying information of Class Members who have
13 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
14 from Settlement submitted (whether valid or invalid).

15 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
16 to Class Counsel and Defense Counsel that, among other things, tally the number of:
17 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
18 Exclusion (whether valid or invalid) received, objections received, challenges to
19 Class Period Workweeks and/or PAGA Pay Periods received and/or resolved, and
20 checks mailed for Individual Class Payments and Individual PAGA Payments
21 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s
22 assessment of the validity of Requests for Exclusion and attach copies of all Requests
23 for Exclusion and objections received.

24 7.8.4. Class Period Workweeks and/or PAGA Pay Periods Challenges. The Administrator
25 has the authority to address and make final decisions consistent with the terms of this
26 Agreement on all Class Member challenges over the calculation of Class Period
27 Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final
28 and not appealable or otherwise susceptible to challenge.

1 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
2 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
3 the Administrator will provide to Class Counsel and Defense Counsel a signed
4 declaration suitable for filing in Court attesting to its due diligence and compliance
5 with all of its obligations under this Agreement, including, but not limited to, its
6 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
7 Class Notices, attempts to locate Class Members, the total number of Requests for
8 Exclusion from Settlement it received (both valid or invalid), the number of written
9 objections and attach the Exclusion List. The Administrator will supplement its
10 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
11 responsible for filing the Administrator's declaration(s) in Court.

12 7.8.6. Final Report by Administrator. Within fourteen (14) days after the Administrator
13 disburses all funds in the Gross Settlement Amount, the Administrator will provide
14 Class Counsel and Defense Counsel with a final report detailing its disbursements
15 by employee identification number only of all payments made under this Agreement.
16 At least fourteen (14) days before any deadline set by the Court, the Administrator
17 will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
18 suitable for filing in Court attesting to its disbursement of all payments required
19 under this Agreement. Class Counsel is responsible for filing the Administrator's
20 declaration in Court.

21 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

22 The Gross Settlement Amount is based in part on Defendant's estimate, as of the date of mediation
23 (Aug. 28, 2025), that Class Members had worked approximately 14,350 Class Period Workweeks. In the
24 event the number of Class Period Workweeks worked by Class Members increased by more than 10% (i.e.,
25 the total exceeds 15,785 workweeks), Defendant shall have the option of either: (i) increasing the Gross
26 Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Class Period
27 Workweeks above 10% (for example, if the number of Class Period Workweeks increased by 11%, the
28 Gross Settlement Amount will increase by 1%), or (ii) shorten the Class Period to the date that Class

Members worked a total of 15,785 Class Period Workweeks. The Administrator will notify Defendant's counsel if this Escalator Clause has been triggered within seven (7) days of receiving the Class Data, and Defendant's counsel will notify Plaintiffs' counsel of Defendant's election of the two possible options within three (3) days of receiving notice from the Administrator that the Escalator Clause has been triggered.

9. RIGHT TO WITHDRAW

If 10% or more of the Class Members elect not to participate in the Settlement by submitting a valid Request for Exclusion, Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if Defendant elects to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will be responsible for paying all the Administrator's expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 30 calendar days following the Response Deadline.

10. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(s)(2) as well as the class action settlement, a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith

to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Parties agree that changes to the timing of payments or notice periods, or to the contents of the Class Notice, which are requested by the Court do not necessitate an amendment or revision to this Agreement unless such an Amendment is required by the Court.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Gross Settlement Amount, PAGA Penalties amount, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional expenses of the Administrator reasonably incurred after remittitur. An appellate

1 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
2 Payment or any payments to Class Counsel shall not constitute a material modification of
3 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
4 remains unchanged.

5 **11. AMENDED JUDGMENT.**

6 If any amended Judgment is required under Code of Civil Procedure § 384, the Parties will work
7 together in good faith to jointly submit and a proposed amended Judgment.

8 **12. ADDITIONAL PROVISIONS.**

9 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
10 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
11 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
12 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should
13 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
14 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
15 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
16 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all
17 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
18 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, any papers
19 submitted or filed in connection with the approval of this Agreement, and Parties' willingness to settle the
20 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for
21 proceedings to enforce or effectuate the Settlement and this Agreement).

22 12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding
23 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate
24 appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1)
25 the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective
26 positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement
27 Agreement; (2) Defendant shall have no obligation to make any payments to the Participating Class
28 Members, the Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order,

1 Final Approval order or Judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations,
2 statements, proceedings and data relating thereto shall be deemed confidential mediation settlement
3 communications and not subject to disclosure for any purpose in any proceeding.

4 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
6 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
7 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
8 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
9 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
10 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
11 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
12 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
13 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
14 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
15 communication before the filing of the Motion for Preliminary Approval with any third party regarding this
16 Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
17 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with
18 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
19 Furthermore, neither Plaintiff nor Defendant shall publicize the settlement, including but not limited to
20 communications through any social media, unless so ordered by the Court or unless the same would interfere
21 with Class Counsel's ability to represent Class Members. Notwithstanding the foregoing, the settlement is
22 not confidential, and Plaintiff and/or Plaintiff's Counsel shall submit the settlement to the LWDA and the
23 Court for purposes of obtaining preliminary and/or final settlement approval.

24 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and
25 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
26 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
27 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

28 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement

1 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
2 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
3 by any Party.

4 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
5 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
6 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
7 execute any other documents reasonably required to effectuate the terms of this Agreement including any
8 amendments to this Agreement.

9 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
10 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
11 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
12 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
13 to implement the Settlement, or on any modification of the Agreement that may become necessary to
14 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

15 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
17 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
18 discharged by the Party in this Settlement.

19 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
21 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
22 or otherwise.

23 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
24 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
25 approved by the Court.

26 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
27 benefit of, the successors of each of the Parties.

28 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

1 governed by and interpreted according to the internal laws of the state of California, without regard to
2 conflict of law principles.

3 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
4 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
5 drafter or participated in the drafting.

6 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
7 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
8 of this Agreement.

9 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
10 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
11 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
12 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
13 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
14 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all
15 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
16 Defendant.

17 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
18 for convenience of reference only and does not constitute a part of this Agreement.

19 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
20 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
21 legal holiday, such date or deadline shall be on the first business day thereafter.

22 12.18. Notice. All notices, demands or other communications between the Parties in connection
23 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
24 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

25 To Plaintiff:

26 Seung L. Yang
27 seung.yang@thesentinelfirm.com
28 Tiffany Hyun
tiffany.hyun@thesentinelfirm.com
Jeffrey P. Jackson

jeffrey.jackson@thesentinelfirm.com
THE SENTINEL FIRM, APC
355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendants:

Ronald F. Garrity
rgarrity@sgijlaw.com
Kendall M. Burton
kburton@sgijlaw.com
SIMPSON, GARRITY, INNES & JACUZZI, P.C.
601 Gateway Boulevard, Suite 950
South San Francisco, California 94080
Telephone: (650) 615-4860

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON NEXT PAGE]

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 11 / 06 / 2025

By: 

GARDENIA ZUNIGA-HARO

5
6 **Plaintiff's Counsel:**

7 Dated: 11/6/2025

THE SENTINEL FIRM, APC

8
9 By: 

Seung L. Yang
Tiffany Hyun
Jeffrey P. Jackson

Attorneys for Plaintiff
GARDENIA ZUNIGA-HARO

10
11
12 **Defendant:**

13 Dated: 11/04/2025

**COMMUNITY CHILD CARE COORDINATING
COUNCIL OF ALAMEDA COUNTY**

14 By: Takija T. Gardner

15 Print Name

16
17 
18 Signature

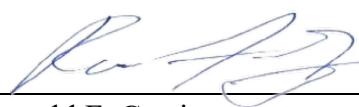
19 Chief Executive Officer

20 Title

21 **Defendant's Counsel:**

22 Dated: 11/05/2025

SIMPSON, GARRITY, INNES & JACUZZI, P.C.

23
24 By: 

Ronald F. Garrity
Kendall M. Burton

25
26 Attorneys for Defendant
27 **COMMUNITY CHILD CARE COORDINATING**
28 **COUNCIL OF ALAMEDA COUNTY**

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

Gardenia Zuniga-Haro, v. Community Child Care Coordinating Council of Alameda
Alameda County Superior Court, Case No. 24CV096756

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant *Community Child Care Coordinating Council of Alameda County* (“Defendant”) for alleged wage and hour violations. The Action was filed by Defendant’s former employee, Plaintiff Gardenia Zuniga-Haro, (“Plaintiff”) and seeks payment of back wages, penalties, and expense reimbursements for a class of non-exempt/hourly employees (“Class Members”) who worked for Defendant in California sometime during the Class Period (October 22, 2020 to [REDACTED]) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees who worked for Defendant sometime during the PAGA Period (October 18, 2023 to [REDACTED]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement in which Defendant has agreed to fund Individual Class Payments, and (2) a PAGA Settlement in which Defendant has agreed to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less legally required withholdings and deductions) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant in California as a non-exempt employee during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks as a non-exempt employee** during the Class Period and **you worked [REDACTED] pay periods as a non-exempt employee** during the PAGA Period. If you believe that you worked more workweeks or pay periods during the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice for more information.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the proposed Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and decide how much of the Settlement will be paid to Plaintiff as Class Representative and to Plaintiff’s attorneys (“Class Counsel”) for their fees and costs. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period as a hourly/non-exempt employee, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert certain wage and hour claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue certain wage and hour claims against Defendant, and, if you are an Aggrieved Employee, you would remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement ("Released Class Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice for more information. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue penalties under PAGA based on the alleged violations at issue in this Action.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out of the Class Settlement ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel for their attorneys' fees and costs and how much will be paid to the Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff for serving as a Class Representative reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or by Plaintiff if you think they are unreasonable. See Section 7 of this Notice for more information.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice for more information.
You Can Challenge the Calculation of Your Class Period Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day as a non-exempt employee during the Class Period (Class Period Workweeks) and how many pay periods you worked at least one day as a non-exempt employee during the PAGA Period (PAGA Pay Periods), respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice for more information.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant did not comply with California labor laws by failing to pay all minimum wages and overtime wages, all wages due upon termination, and reimbursable business expenses, and by failing to provide meal periods, rest breaks, and accurate itemized wage statements in compliance with California law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA (Labor Code §§ 2698, et seq.). Plaintiff is represented by the following attorneys in the Action: The Sentinel Firm, APC (“Class Counsel.”)

Defendant strongly denies all of Plaintiff’s allegations and asserts that it paid all minimum and overtime wages owed to its non-exempt employees, that it paid its former employees all wages owed at termination, that it provided its non-exempt employees with meal periods and rest breaks, and that it reimbursed its employees for all reimbursable business expenses in compliance with California law.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

In order to avoid continuing the expensive and time-consuming process of litigation, Plaintiff and Defendant hired an experienced, neutral mediator, Tripper Ortman, Esq., in an effort to negotiate a resolution to the Action. Plaintiff and Defendant were able to reach a voluntary agreement to end this Action (referred to as a Settlement) with the assistance of the mediator and have entered into a lengthy written settlement agreement (“Agreement”). This proposed Settlement, and the terms of the Agreement, are subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims and have jointly requested the Court to grants its Final Approval. By agreeing to settle, Defendant do not admit any violations or concede the merit of any claims. The Court also has not made any determination whether Defendant has violated any laws as Plaintiff alleges.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval (“Final Approval Hearing”).

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$335,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Effective Date of the Agreement (when the Judgment entered by the Court becomes final). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$111,666.66 (one-third of the Gross Settlement) to Class Counsel for their attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without any payment.
 - B. Up to \$7,500 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be

the only monies Plaintiff will receive for representing the Class in this Action other than her Individual Class Payment and Individual PAGA Payment.

C. Up to \$6,490 to the Administrator for its expenses for administering the Settlement.

D. \$25,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment (\$16,250.00) and 35% (\$8,750.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions other than the PAGA Penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and the remaining 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Individual Class Payments and/or Individual PAGA Payments are taxable or how much you might owe in taxes. You will assume full responsibility and liability for paying all taxes (including penalties and interest on back taxes) on any Individual Class Payments and/or Individual PAGA Payments received from the proposed Settlement. Defendant is not responsible or liable for any taxes that may be owed on your Individual Class Payments and/or Individual PAGA Payments. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to a cy pres beneficiary, Centro Legal de la Raza.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED] (“Response Deadline”). The Request for Exclusion should be a signed letter from you as a Class Member setting forth your name, present address, telephone number, and a simple statement that you are choosing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA

Payments and will be deemed to have given up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. If the Settlement is void, then Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Class Period Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice (further below).
9. Participating Class Members’ Release. After the Effective Date of the Agreement and Defendant has paid the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

“All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that occurred during the Class Period and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”), including but not limited to claims for unpaid overtime, meal period premiums, rest period premiums, unpaid minimum wage, untimely payment of final wages, failure to timely pay wages during employment, non-compliant wage statements, failure to keep requisite payroll records, waiting time penalties, unreimbursed business expenses, and violation of Business and Professions Code §§ 17200, et seq.. Participating Class Members do not release any non-wage and hour claims, including, but not limited to, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.”

Aggrieved Employees’ PAGA Release. After the Effective Date of the Agreement and Defendant has paid the Gross Settlement, Aggrieved Employees will be barred from asserting PAGA claims against Defendant through Plaintiff’s, acting as agent and proxy of the LWDA, release of claims for civil penalties, whether or not Aggrieved Employees exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Settlement, cannot sue, continue to sue, or be considered an Aggrieved Employee in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

Plaintiff’s release of civil penalties under PAGA is as follows:

“Plaintiff, as agent and proxy of the LWDA, will release the Released Parties from any and all claims for civil penalties under the California Labor Code Private Attorneys General Act

of 2004 (“PAGA”), Labor Code section 2698, et seq., against the Released Parties for work performed during the PAGA Period and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action, or which could have been alleged under the facts plead in Plaintiff’s letter to the LWDA or the Action. As a result of this release, the LWDA, whether directly or through Aggrieved Employees acting as agent or proxy for the LWDA, will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 et seq., for work performed during the PAGA Period by Aggrieved Employees and based on or arising out of the alleged violations of the Labor Code sections alleged in Plaintiff’s letter to the LWDA and the Action, or which could have been alleged under the facts plead in Plaintiff’s letter to the LWDA or the Action. If any Aggrieved Employee does bring a claim for penalties brought on behalf of the LWDA, Defendant can assert this Settlement as a defense. The Settlement has claim preclusion, issue preclusion, or other effects if an Aggrieved Employee were to bring a subsequent claim on behalf of the LWDA concerning the same primary rights that were at issue in this case. Any such defense would exist because of the claim and issue preclusion effect against the LWDA. (*See Lacour v. Marshalls of CA, LLC* (2021) 94 Cal.App.5th 1172, 1195 [addressing “claim preclusion effect of settlements of claims brought as an agent or proxy of the LWDA under PAGA”]).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$8,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Class Period Workweek/PAGA Pay Period Challenges. The number of Class Period Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated on the first page of this Notice. If you believe that these numbers are incorrect, you have until [REDACTED] to challenge the number of Class Period Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Class Period Workweeks and/or PAGA Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Period Workweeks and/or PAGA Pay Periods challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, an Individual Class Payment check to every Participating Class Member (i.e., every Class Member who does not opt out of the Settlement). The Administrator will also send,

by U.S. mail, and Individual PAGA Payment to every Aggrieved Employee, whether or not they are also a Participating Class Member. The Administrator may send one check combining the Individual Class Payment and Individual PAGA Payment for those individuals who are eligible to receive both payments.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

The Administrator will exclude you based on written request to be excluded from the Settlement. Be sure to personally sign your request, to identify the Action as *Gardenia Zuniga-Haro v. Community Childcare Coordinating Council of Alameda*, Alameda County Superior Court Case No. 24CV096756, and to include your identifying information (full name, address, telephone number, approximate dates of employment with Defendant, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of this Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant is asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval requesting the Court to approve the Settlement, including the amounts requested for Class Counsel's attorneys' fees and costs and the Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [REDACTED] or the Court's website <https://eportal.alameda.courts.ca.gov/?q=node/388>.

A Participating Class Member who disagrees with any aspect of the Agreement (other than the PAGA portion of the Agreement) may wish to object, for example, that the proposed Settlement is unfair, or may wish to object to the amounts requested by Class Counsel or Plaintiff. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer at your own cost to object) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department 18 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making its decision. You can attend (or hire a lawyer to attend) either personally or virtually via a remote appearance, which may be arranged by emailing Department 18 at Dept18@alameda.courts.ca.gov at least five days prior to the hearing taking place. Check the Court's

website for the most current information and for the Court's procedures for arranging to make an appearance remotely.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office 1221 Oak Street, 3rd and 4th Floors, Oakland, CA 94612 or by calling (510) 891-6000.

Class Counsel:

Seung Yang

seung.yang@thesentinelfirm.com

Tiffany Hyun

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Jeffrey Jackson

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THE SENTINEL FIRM, APC

355 S. Grand Ave., Suite 1450

Los Angeles, California 90071

Telephone: (213) 985-1150

Facsimile: (213) 985-2155

Settlement Administrator:

Apex Class Action Administration

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: (800) 355-0700

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.