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10 Attorneys for Plaintiff
11 HENRIETTA GARCIA, individually and
12 on behalf of all other persons similarly situated
13 and aggrieved

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ALAMEDA

16 HENRIETTA GARCIA, individually and on
17 behalf of other persons similarly situated and
18 aggrieved,

19 Plaintiff,

20 vs.

21 CORNERSTONE COMMUNITY
22 DEVELOPMENT CORPORATION d/b/a
23 BUILDING FUTURES WITH WOMEN AND
24 CHILDREN, a California corporation; and
25 DOES 1 through 50, inclusive,

26 Defendants.

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FILED
Superior Court of California
County of Alameda
03/19/2026
Clad File, Exec. Officer/Clerk of the Court
By: *V. Garcia* Deputy
V. Garcia

CASE NO. 24CV081110

[Assigned for All Purposes to Hon. Rebekah Evenson, Dept. 24]

~~[SECOND AMENDED PROPOSED]~~
FINAL ORDER AND JUDGMENT

1 Plaintiff Henrietta Garcia’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement
2 came on for hearing on March 12, 2026, before the Honorable Rebekah Evenson. Due and adequate
3 notice having been given to the Class Members, as defined below, and the Court having considered
4 Plaintiff’s motion and all papers filed in support thereof, including the Class Action and PAGA
5 Settlement Agreement and Class Notice (“Agreement”), and the Exhibits thereto, and any objections
6 to the proposed Settlement, and having reviewed the record in the Action, and good cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Final Order and Judgment (“Judgment”), adopts all
9 defined terms as set forth in the Agreement in the Action.

10 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
11 Participating Class Members, and defendant Cornerstone Community Development Corporation d/b/a
12 Building Futures With Women and Children (“Defendant”).

13 3. The Court finds that the Agreement was made and entered into in good faith and hereby
14 approves the Settlement as fair, adequate, and reasonable to all Participating Class Members.

15 4. Solely for purposes of effectuating the Settlement, this Court certifies a class defined
16 as follows:

17 All current or former non-exempt employees of Defendant who
18 worked in California during the Class Period, which is the time
19 period from June 24, 2020 to November 12, 2024 (the “Class
20 Period”).

21 5. The notice provided to the Class Members conforms with the requirements of
22 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
23 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
24 law, and constitutes the best notice practicable under the circumstances, by providing individual notice
25 to all Class Members who could be identified through reasonable effort, and by providing due and
26 adequate notice of the proceedings and of the matters set forth therein. The notice fully satisfies the
27 requirements of due process.

28 6. No Class Members have objected to the Settlement.

7. One Class Members has requested exclusion from the Settlement.

1 8. Upon the date when Defendant fully funds the entire Gross Settlement Amount and
2 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
3 Participating Class Members, on behalf of themselves and their respective former and present
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
5 Parties from any and all federal and California state law wage and hour claims, rights, demands,
6 liabilities, and/or causes of action of every nature and description, whether known or unknown, arising
7 from or related to any and all claims that were asserted or could have been asserted based on the facts
8 alleged in the Lawsuit, including, without limitation, statutory, constitutional, contractual, and/or
9 common law claims for wages, reimbursements, damages, unpaid costs, penalties, liquidated damages,
10 punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief.

11 9. In addition, upon the date when Defendant fully funds the entire Gross Settlement
12 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
13 Payments, all Aggrieved Employees are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
15 assigns, the Released Parties from any and all individual and representative claims that could have
16 been assessed upon and collected from the Released Parties under California Labor Code section 2698,
17 et seq., including any and all claims for unpaid wages of whatever kind or nature, whether known or
18 unknown, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 226,
19 226.3, 226.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802,
20 and the applicable IWC Wage Orders that arose or accrued during the PAGA Period.

21 10. The Court finds that the Gross Settlement Amount of \$200,000.00, the Net Settlement
22 Amount, and the methodology used to calculate and pay each Participating Class Member's Individual
23 Class Payments and Individual PAGA Payments are fair and reasonable, and authorizes the
24 Administrator to pay the Individual Class Payments and Individual PAGA Payments to the
25 Participating Class Members in accordance with the terms of the Agreement.

26 11. The Court hereby enters judgment against Defendant in the amount of \$200,000.00.

27 12. The Court finds that Class Counsel's request for attorneys' fees in the amount of
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1 \$60,000.00, which is 30% of the Gross Settlement Amount, is reasonable under the common fund
2 method. Alameda County uses a blended rate of \$600/hour for attorneys' fees. The Court finds that
3 the requested fees are also reasonable under the lodestar method. The Court awards Class Counsel
4 \$60,000.00 in attorneys' fees to be paid from the Gross Settlement Amount. Of the attorneys' fees,
5 \$54,000.00 of it may be made available to Plaintiff's counsel upon entry of the final order and
6 judgment, and the remaining \$6,000.00 is to be withheld until the conclusion of the December 10,
7 2026 compliance hearing.

8 13. The Court finds that Class Counsel has incurred costs and expenses in the amount of
9 \$22,974.77. Such costs and expenses were reasonably incurred in prosecuting the Action on behalf
10 of the Class. The Court awards Class Counsel \$22,974.77 in costs and expenses to be paid from the
11 Gross Settlement Amount.

12 14. The Court hereby approves the Class Representative Service Payment in the amount of
13 \$5,000.00 to Plaintiff Henrietta Garcia for her time and effort in bringing and prosecuting the Action,
14 to be paid from the Gross Settlement Amount.

15 15. Ten Thousand Dollars (\$10,000.00) shall be allocated to penalties under the Labor
16 Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, of which
17 \$7,500.00 shall be paid by the Administrator from the Gross Settlement Amount directly to the
18 California Labor and Workforce Development Agency. The remaining \$2,500.00 shall be distributed
19 to Aggrieved Employees as their Individual PAGA Payments.

20 16. The Court hereby approves Administration Expenses in the amount of \$6,890.00 to be
21 paid to the Administrator from the Gross Settlement Amount.

22 17. Pursuant to California Rules of Court Rule 3.771(b), notice of this signed Final Order
23 and Judgment shall be provided to the Class by the Administrator posting it on the Administrator's
24 website.

25 18. This Judgment is intended to be a final disposition of the Action in its entirety and is
26 intended to be immediately appealable.

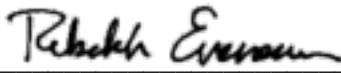
27 19. This Court shall retain jurisdiction with respect to all matters related to the
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1 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
2 or related to the subject matter of the Action, including but not limited to all matters related to the
3 Settlement and the determination of all controversies relating thereto.

4 20. Plaintiff shall file a final report and order regarding distribution of the settlement funds
5 by November 25, 2026. A compliance hearing is scheduled for December 10, 2026 at 9:00 a.m. in
6 Department 24.

7 21. Final judgment is hereby entered.

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9 DATED: 03/19/2026, 2026



10 HON. REBEKAH EVENSON
11 JUDGE OF THE SUPERIOR COURT
12 **Rebekah Evenson / Judge**