

EXHIBIT 1

1 SHARON R. VINICK, ESQ., State Bar No. 129914
E-Mail: sharon@vinickhyams.com
2 VINICK HYAMS LLP
66 Franklin Street, Suite 300
3 Oakland, CA 94607
Tel.: (510) 318-7700
4 Fax: (510) 318-7701

5 RACHEL TERP, ESQ., State Bar No. 290666
E-Mail: rachel@terplaw.com
6 TERP LAW P.C.
2831 Telegraph Avenue
7 Oakland, CA 94609
Tel.: (510) 550-5103
8

9 Attorneys for Plaintiffs ANTONIO LOERA, JR. and
CHARLOTTE DANIELS and the FLSA
10 COLLECTIVE and the putative CLASS

11 *Additional counsel on following page*

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14

15 ANTONIO LOERA, JR. and CHARLOTTE
DANIELS, on behalf themselves and all others
16 similarly situated,

17 Plaintiffs,

18 v.

19 COUNTY OF ALAMEDA, a political
20 subdivision of the State of California,

21 Defendant.
22

Case No. 3:23-cv-00792 LB

**STIPULATION OF CLASS AND
COLLECTIVE ACTION
SETTLEMENT**

Courtroom: B, 15th Floor
Judge: Hon. Laurel Beeler

Complaint Filed: February 22, 2023
Trial Date: Not Set

23
24
25
26
27
28

1 Donald P. Sullivan (State Bar No. 191080)
JACKSON LEWIS P.C.
2 50 California Street, 9th Floor
San Francisco, California 94111-4615
3 Telephone: (415) 394-9400
Facsimile: (415) 394-9401
4 Email: Donald.Sullivan@jacksonlewis.com

5 Isabella L. Shin (State Bar No. 294937)
JACKSON LEWIS P.C.
6 160 W. Santa Clara Street, Suite 400
San Jose, California 95113
7 Telephone: (408) 579-0404
Facsimile: (408) 454-0290
8 E-mail: Isabella.Shin@jacksonlewis.com

9 Attorneys for Defendant

10 COUNTY OF ALAMEDA

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IT IS HEREBY STIPULATED, by and between Plaintiffs Antonio Loera, Jr. and Charlotte
2 Daniels' (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, on
3 the one hand, and Defendant County of Alameda ("Defendant"), on the other hand, and subject to
4 the approval of the Court, that the above-captioned Action is hereby compromised and settled
5 pursuant to the terms and conditions set forth in this Stipulation of Class Action Settlement
6 ("Stipulation"), and that the Court shall make and enter judgment, subject to the continuing
7 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
8 forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. "Action" means the above-captioned action, styled *Antonio Loera, Jr., et al. v.*
11 *County of Alameda*, United States District Court, Northern District, Case No. 3:23-cv-00792 LB.

12 2. "Class Counsel" means Vinick Hyams Trial Partners and Terp Law P.C.

13 3. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's
14 litigation and resolution of the Action in an amount not to exceed Twenty-Five Percent (25%) of
15 the Maximum Settlement Amount (or \$162,500.00), and Class Counsel's expenses and costs
16 reasonably incurred in connection with the Action (or \$36,000.00) in an amount not to exceed One
17 Hundred Ninety Eight Thousand Five Hundred Dollars (\$198,500.00). Plaintiffs shall file a motion
18 for attorney's fees and costs at least thirty-five days prior to the opt-out/objection deadline.

19 4. "Class Data and Information" means information regarding Class Members that
20 Defendant shall in good faith compile from its records and shall be authorized by the Court to
21 transmit in a secured manner to the Settlement Administrator. The Class Information shall be
22 transmitted in electronic form and shall include: each Class Member's full name; last known
23 address; Social Security Number; dates worked; number of Compensable Workweeks during the
24 Class Period and FLSA Period, respectively.

25 5. "Class Members" means all Sheriff's Safety Aides who worked uncompensated
26 time off-the-clock for the Alameda County Sheriff's Office in and around the Oakland
27 International Airport at any time during the "Class Period."

28 6. "Class Notice" means the Notice of Class Action Settlement, which shall be subject

1 to Court approval, and which the Settlement Administrator shall mail to each Class Member,
2 together with the Employment Information Sheet, Change of Address form, and pre-printed return
3 envelope.

4 7. "Class Period" or "Covered Period" means the period from February 22, 2020,
5 through January 14, 2025.

6 8. "Class Representative Service Award" means the amount that the Court authorizes
7 to be paid to each Plaintiff, in an amount not to exceed \$15,000.00 each, in addition to each
8 Plaintiffs' respective Individual Settlement Awards, in recognition of Plaintiffs' efforts and risks
9 in assisting with the prosecution of the Action and in exchange for executing a broader release
10 than other Participating Class Members, as more fully set forth herein.

11 9. "Compensable Workweeks" means the total number of weeks during which a Class
12 Member worked for Defendant (excluding any non-paid periods of time off or leave) as a Sheriff's
13 Safety Aide in and around the Oakland International Airport during the Class Period based on
14 Defendant's records, and which shall be used to calculate Individual Settlement Awards, and
15 FLSA Settlement Awards.

16 10. "Defendant" means Defendant County of Alameda.

17 11. "Defense Counsel" means Jackson Lewis, P.C.

18 12. "Effective Date" refers to the date by which the last of the following has occurred:
19 (1) the Stipulation has been executed by all Parties, Class Counsel and Defense Counsel; (2) the
20 Court has given preliminary approval of the Stipulation of Settlement; (3) the Notice of Class
21 Action Settlement has been given to the putative members of the Class, providing them with an
22 opportunity to object to the terms of this Stipulation of Settlement or to opt-out of the Stipulation
23 of Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and
24 Judgment certifying the Class and approving the Stipulation of Settlement; (5) in the event there
25 are no objections submitted, then the day the Court entered a final Order and Judgment certifying
26 the Class and approving the Stipulation of Settlement; and (6) in the event there are objections
27 submitted, then sixty-six (66) calendar days have passed since the Court has entered a final Order
28 and Judgment certifying the Class and approving the Stipulation of Settlement or, if any appeal,

1 writ, or other appellate proceeding opposing the Court’s final Order approving the Stipulation of
2 Settlement has been filed, five (5) business days after any appeal, writ, or other appellate
3 proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed
4 with no right to pursue further remedies or relief. For purposes of determining the Effective Date,
5 the Parties agree that only the United States Court of Appeals for the Ninth Circuit has jurisdiction
6 over any such appeal, except for any appellate procedure over which the United States Supreme
7 Court may exercise jurisdiction.

8 13. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
9 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards
10 that constitutes wages.

11 14. “FLSA” means the Fair Labor Standards Act.

12 15. “Final Approval Hearing” means the hearing to be conducted by the Court after the
13 filing by Plaintiffs of an appropriate motion and following appropriate notice to Class Members
14 giving Class Members an opportunity to object to the Settlement or to request exclusion from the
15 Settlement, at which time Plaintiffs shall request that the Court finally approve the fairness,
16 reasonableness and adequacy of the terms and conditions of the Settlement, enter the Final
17 Approval Order, and take other appropriate actions.

18 16. “Final Approval Order and Judgment” means the order to be entered by the Court
19 upon granting final approval of the Settlement and this Stipulation as binding upon the Parties and
20 Participating Class Members.

21 17. “FLSA Class Members” means all Sheriff’s Safety Aides who worked for the
22 Alameda County Sheriff’s Office in and around the Oakland International Airport at any time
23 during the “FLSA Class Period,” and who timely submitted a signed Consent Form and
24 Declaration.

25 18. “FLSA Class Period” means the period from February 22, 2020, through January
26 14, 2025.

27 19. “FLSA Settlement Award” means the amount payable from the Net Settlement
28 Amount to each FLSA Class Member who worked for Defendant in the State of California during

1 the FLSA Class Period.

2 20. "Maximum Settlement Amount" means the maximum amount Defendant shall
3 have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive
4 of all Individual Settlement Awards to Class Members, the Class Counsel Award, and the Class
5 Representative Service Awards. The Maximum Settlement Amount does not include the
6 Employer's Share of Payroll Taxes, which shall be paid in addition to Maximum Settlement
7 Amount. The Maximum Settlement Amount does not include Settlement Administration Costs.
8 Subject to Court approval and the terms of this Stipulation, the Maximum Settlement Amount that
9 Defendant shall be required to pay is \$650,000.00. Defendant shall pay the Maximum Settlement
10 Amount to the Settlement Administrator within twenty-one (21) calendar days after the Effective
11 Date.

12 21. "Individual Settlement Award" means the amount payable from the Net Settlement
13 Amount to each Class Member who worked for Defendant in the State of California during the
14 Class Period.

15 22. "Employment Information Sheet" means the form each Class Member will receive
16 with their Notice of Class Action Settlement setting forth the information on which their Individual
17 Settlement Award will be calculated, *i.e.*, dates of employment, total number of Compensable
18 Workweeks during the Class Period, the FLSA Settlement Award, and the estimated Individual
19 Settlement Award.

20 23. "Net Settlement Amount" means the Maximum Settlement Amount, less the Class
21 Counsel Award, and the Class Representative Service Awards. The Net Settlement Amount shall
22 be allocated FIFTY PERCENT (50%) to the FLSA Class, and FIFTY PERCENT (50%) to the
23 Class Members.

24 24. "Notice of Objection" means a Class Member's written objection to the Settlement
25 submitted in the manner described in the Notice of Class Action Settlement.

26 25. "Notice Packet" means the packet of documents which shall be mailed to all Class
27 Members by the Settlement Administrator, including the Notice of Class Action Settlement ("Class
28 Notice"), Employment Information Sheet, Exclusion Form, and pre-printed envelope.

1 26. “Participating Class Member” means a Class Member who does not timely request
2 exclusion from the Settlement. Class Members’ claims under the FLSA, however, are only
3 released should an individual Participating Class Member sign his or her Individual Settlement
4 Award check consenting to join the FLSA class, as further described in this Stipulation.

5 27. “Parties” means Plaintiffs and Defendant, and each of them.

6 28. “Plaintiffs” means Plaintiffs Antonio Loera, Jr., and Charlotte Daniels.

7 29. “Preliminary Approval Order” means the order to be issued by the Court approving
8 and authorizing the mailing of the Notice Packet by the Settlement Administrator and granting
9 preliminary approval of the Settlement set forth in this Stipulation, among other things.

10 30. “Released Claims” with respect to the Class Members means any and all claims
11 under state, federal, or local law, whether statutory or common law arising out of the claims
12 expressly pleaded in the Action and all other claims, such as those under the California Labor
13 Code, applicable Wage Orders, regulations, and/or other provisions of law, that could have been
14 pleaded based on the facts pleaded in the Action against the Released Parties, for (1) failure to pay
15 overtime wages, (2) failure to pay minimum wages, and (3) all claims for injunctive relief,
16 liquidated damages, penalties, interest, fees, and costs, and all other claims and allegations made
17 that could have been made in the Action during the Class Period based on the facts and allegations
18 in the operative Second Amended Complaint in the Action. Released Claims with respect to FLSA
19 Class Members shall include any and all claims under the FLSA related to the claims that were
20 made or arising out of the facts asserted in the Action.

21 31. “Plaintiffs’ Released Claims” means in addition to the Released Claims, any and
22 all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under
23 federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown,
24 unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by
25 Plaintiffs, or the heirs, successors and/or assigns of Plaintiffs, whether directly, indirectly,
26 representatively, derivatively or in any other capacity, against Defendant, or any of the other
27 Released Parties, arising at any time prior to entry of the Final Approval Order.

28 Plaintiffs also expressly waive all rights and benefits under the terms of section 1542 of

1 the California Civil Code. Section 1542 reads as follows:

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

7 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
8 complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge
9 that this Settlement is intended to include in its effect, without limitation, all Released Claims
10 which Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and
11 that the Settlement contemplates the extinguishment of all such Released Claims.

12 Plaintiff Loera’s Released Claims specifically exclude claims arising directly from the
13 incident that occurred on April 23, 2023, and is set forth in the Oakland Police Department Incident
14 Report, Incident No. 23-019833.

15 32. “Released Parties” means Defendant and the present and former members of its
16 Board of Supervisors, officers, directors, employees, agents, attorneys, insurers, successors, and
17 assigns, and any other individual or entity that could be liable for any of the Released Claims in
18 the Action as defined herein.

19 33. “Response Deadline” means the date sixty (60) calendar days after the Settlement
20 Administrator mails the Notice Packets to Class Members and the last date on which Class
21 Members may submit a written request to exclude themselves from the Class and the Settlement.

22 34. “Settlement” means the final and complete disposition of the Action pursuant to
23 this Stipulation.

24 35. “Settlement Administration Costs” means the reasonable costs and fees of
25 administration of the Settlement to be paid by Defendant as additional consideration in support of
26 the releases contained in this Stipulation, including but not limited to: (i) printing and mailing and
27 re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to
28 Class Members and government entities all appropriate tax filings and forms; (iii) computing the

1 amount of and distributing Individual Settlement Awards, Class Representative Service Awards,
2 the Class Counsel Award, and *cy pres* award, if any; (iv) processing Notices of Objection; (v)
3 establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi) mailing
4 reminder post cards to Class Members; and (vii) calculating and remitting to the appropriate
5 government agencies all employer and employee payroll tax obligations arising from the
6 Settlement and preparing and submitting filings required by law in connection with the payments
7 required by the Settlement.

8 36. "Settlement Administrator" means ILYM.

9 **RECITALS**

10 37. Procedural History. On February 22, 2023, Plaintiffs filed a collective action
11 complaint in the United States District Court, Northern District of California, alleging a single
12 violation of the FLSA for failure to pay overtime wages. On December 4, 2023, Plaintiffs filed a
13 First Amended Complaint which added a claim for failure to pay minimum wages in violation of
14 California state law. On February 22, 2024, Plaintiffs filed a Second Amended Complaint which
15 sought penalties pursuant to the Private Attorneys General Act ("PAGA"). With respect to the
16 PAGA claim, Plaintiffs sought relief on behalf of themselves as well as all other Sheriff's Safety
17 Aides who worked uncompensated time off-the-clock for the Alameda County Sheriff's Office in
18 and around the Oakland International Airport at any time during the PAGA Period. Because the
19 California Supreme Court held in *Stone v. Alameda Health System* (2024) 16 Cal. 5th 1040, that
20 PAGA claims cannot be maintained against government entities, Plaintiffs hereby agree to submit
21 a Stipulation of Dismissal with Prejudice regarding the PAGA claims pursuant to Federal Rule of
22 Civil Procedure 41(a)(i)(A)(ii), with Defendant waiving any claim for fees associated with those
23 claims.

24 38. Settlement Negotiations. On December 16, 2024, the Parties participated in a
25 private mediation session with experienced mediator Judge Amy Hogue (Ret.). The mediation
26 resulted in a mediator's proposal which outlined the material terms of a proposed class action
27 settlement that would fully resolve the Action. On January 14, 2025, the Parties accepted the
28 mediator's proposal, subject to the Parties entering into a more comprehensive written settlement

1 agreement.

2 39. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
3 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs'
4 dispute in the Action through trial and through any possible appeals. Plaintiffs also have
5 considered the uncertainty and risks of the outcome of further litigation, and the difficulties and
6 delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of
7 proof necessary to establish liability for the claims asserted in the Action, both generally and in
8 response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties,
9 restitution, and other relief sought in the Action. Plaintiffs and Class Counsel also have considered
10 Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class
11 Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the
12 Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests
13 of all Class Members.

14 40. Defendant's Reasons for Settlement. Defendant denies Plaintiffs' claims and any
15 wrongdoing alleged in the Action. However, Defendant has also considered the risks and expenses
16 of further litigation in reaching its decision to enter into this Settlement. Despite continuing to
17 contend that it is not liable for any of the claims set forth by Plaintiffs, Defendant has, nonetheless,
18 agreed to settle in the manner and upon the terms set forth in this Stipulation to put to rest the
19 claims as set forth in the Action.

20 41. Class Members' Claims. Class Members claim that the Released Claims have merit
21 and give rise to liability on the part of Defendant. This Stipulation is a compromise of disputed
22 claims. The monies being paid as part of the settlement are genuinely disputed and the Parties
23 agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement.
24 Nothing contained in this Stipulation and no documents referred to herein and no action taken to
25 carry out this Stipulation may be construed or used as an admission by or against the Class
26 Members or Class Counsel as to the merits or lack thereof of the claims asserted.

27 42. Defendant's Defenses. Defendant claims that the Released Claims have no merit
28 and do not give rise to liability. This Stipulation is a compromise of disputed claims. The monies

1 being paid as part of the settlement are genuinely disputed and the Parties agree that the provisions
2 of Labor Code section 206.5 are not applicable to this Settlement. Nothing contained in this
3 Stipulation and no documents referred to herein and no action taken to carry out this Stipulation
4 may be construed or used as an admission by or against Defendant as to the merits or lack thereof
5 of the claims asserted.

6 TERMS OF SETTLEMENT

7 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
8 set forth herein, the Parties agree, subject to the Court's approval, as follows:

9 43. Binding Settlement. The Parties stipulate to certification of the Released Claims
10 for Class Members and FLSA Class Members for settlement purposes. This Settlement shall bind
11 the Parties and all Participating Class Members, and all FLSA Class Members who opted-in to the
12 collective and who consent to release their FLSA claims, subject to the terms and conditions hereof
13 and the Court's approval.

14 44. Tax Liability. The Parties make no representations as to the tax treatment or legal
15 effect of the payments specified herein, and Class Members are not relying on any statement or
16 representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class
17 Members understand and agree that they shall be responsible for the payment of all taxes and
18 penalties assessed on the payments made directly to them, as specified herein, and shall hold the
19 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
20 resulting from treatment of such payments as non-taxable, including the treatment of such
21 payments as not subject to withholding or deduction for payroll and employment taxes.

22 45. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
23 of this Stipulation, and no written communication or disclosure between or among the Parties,
24 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
25 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
26 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
27 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
28 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered

1 into this Stipulation based upon the recommendation of any other party or any attorney or advisor
2 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
3 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
4 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
5 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
6 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
7 treatment or tax structure of any transaction, including any transaction contemplated by this
8 Stipulation.

9 46. Preliminary Approval of Settlement. The Parties agree to work diligently and
10 cooperatively to have this Settlement presented to the Court for preliminary approval. The
11 Preliminary Approval Order shall provide for, among other things, conditional certification of the
12 Class under FRCP Rule 23 and 29 U.S.C. § 216(b), Plaintiffs' Counsel be appointed Class
13 Counsel, the Notice of Class Action Settlement is approved, that the Notice Packet be ordered to
14 be mailed to Class Members as specified herein, and that a Final Approval Hearing date be set.

15 47. Release by Plaintiffs and Other Participating Class Members. Upon the Effective
16 Date, Plaintiffs and all Participating Class Members shall be deemed to have released their
17 respective Released Claims (see Paragraphs 29 and 30) against the Released Parties.

18 48. Settlement Administration.

19 a. Within twenty-one (21) calendar days of entry of the Preliminary Approval
20 Order, Defendant shall provide the Settlement Administrator with the Class Data and Information
21 for purposes of mailing the Notice Packets to Class Members.

22 i. Notice by First Class U.S. Mail. Within fourteen (14) calendar days
23 of receipt of the Class Data and Information, the Settlement Administrator shall perform a search
24 based on the National Change of Address Database maintained by the United States Postal Service
25 to update and correct any known or identifiable address changes and send copies of the Notice
26 Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall
27 exercise its best judgment to determine the current mailing address for each Class Member. The
28 address identified by the Settlement Administrator as the current mailing address shall be

1 presumed to be the most current mailing address for each Class Member. The Parties agree that
2 this procedure for notice provides the best notice practicable to Class Members and fully complies
3 with due process.

4 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
5 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed
6 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
7 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or
8 other type of automated search, using the name, address and/or Social Security number of the Class
9 Member involved, and shall then perform a re-mailing to the Class Member whose Notice Packet
10 was returned as non-delivered, assuming another mailing address is identified by the Settlement
11 Administrator. Class Members who are sent a re-mailed Notice Packet shall have their Response
12 Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails
13 the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to
14 have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the
15 Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be bound
16 by all terms of the Settlement and the Final Approval Order.

17 iii. Check Distribution. The Settlement Administrator will issue two
18 checks to Participating Class Members. One for Individual Settlement Awards and another for
19 Individual FLSA Awards. The check sent to Participating FLSA Settlement Class Members will
20 contain language acknowledging release of claims under the Fair Labor and Standards Act.
21 Specifically, Individual FLSA Settlement Award checks will contain language stating: "My
22 signature hereon constitutes my declaration, under penalty of perjury, that I am the individual to
23 whom this check was made payable. I understand that this settlement includes a release of any
24 and all claims I may have under the Fair Labor and Standards Act related to the claims that were
25 made or arise out of the facts asserted in the Action styled *Antonio Loera, Jr., et al. v. County of*
26 *Alameda*, United States District Court, Northern District, Case No. 3:23-cv-00792 LB."

27 iv. FLSA Settlement Award. Each participating FLSA Class Member
28 shall be entitled to an Individual Settlement Award and an FLSA Settlement Award consisting of

1 shares of the Net Settlement Amount. The Net Settlement Amount shall be allocated as follows:
2 50% to the Individual Settlement Awards and 50% to the FLSA Settlement Awards. Each
3 participating FLSA Class Member will be eligible to receive a portion of the Net Settlement
4 Amount allocated to the release of the FLSA Claims based on the following formula: the FLSA
5 Class Members will receive a proportionate share of the amount allocated to the FLSA Class
6 Members (50% of the Net Settlement Amount) based on the number of Compensable Weeks
7 worked during the FLSA Class Period in relation to the number of Compensable Weeks Worked
8 by all Participating FLSA Class Members during the FLSA Class Period.

9 v. Individual Settlement Awards. Participating Class Members will
10 receive a proportionate share of the amount allocated to the Settlement Class (50% of the Net
11 Settlement Amount) based on the number of Compensable Weeks worked during the Class Period
12 in relation to the number of Compensable Weeks worked by all Participating Class Members
13 during the Class Period.

14 vi. Presumption of Workweek Data. Defendant's workweek data
15 provided in the Class Data and Information will be presumed to be correct unless a Participating
16 Class Member proves otherwise by credible documentary evidence. All workweek disputes will
17 be resolved and decided by the Settlement Administrator. The Settlement Administrator shall
18 determine the eligibility for, and the amounts of, each Individual Settlement Award, and FLSA
19 Settlement Award under the terms of this Stipulation based on the information provided in the
20 Class Data and Information. The Settlement Administrator's determination of the eligibility for
21 and amount of each payment shall be binding upon the Class Member and the Parties, yet subject
22 to review by Class Counsel, Defense Counsel, and the Court.

23 vii. Disputes Regarding Administration of Settlement. Any dispute not
24 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
25 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
26 confer in good faith and make use of the services of mediator Judge Amy Hogue (Ret.), if
27 necessary, to resolve the dispute without the necessity of involving the Court.

28 ///

1 b. Objections and Exclusions. The Class Notice shall state that Participating
2 Class Members who wish to object to the Settlement shall submit to the Settlement Administrator
3 a Notice of Objection. Any Notice of Objection submitted by a Class Member must (1) state the
4 full name of the Class Member; (2) be signed by the Class Member or his or her legal
5 representative; (3) state the grounds for the objection; and (4) be returned to the Settlement
6 Administrator as set forth in the Class Notice. The Class Notice shall also state that Class Members
7 who wish to exclude themselves from the Class and settlement shall submit a written Request for
8 Exclusion by the Response Deadline. Any Request for Exclusion must include the Class
9 Member's first and last name, signature, address, phone number, and last four digits of the Class
10 Member's Social Security number for verification purposes. Subject to review by Class Counsel,
11 Defense Counsel and the Court, the date of the postmark on the return mailing envelope on the
12 Request for Exclusion shall be the exclusive means used by the Settlement Administrator to
13 determine whether a Class Member has timely excluded from the Settlement. At no time shall any
14 of the Parties, Class Counsel or Defense Counsel seek to solicit or encourage Class Members to
15 request exclusion from the Settlement, submit a Notice of Objection, or file an appeal from the
16 Final Approval Order.

17 c. Monitoring and Reviewing Settlement Administration. The Parties have
18 the right to monitor and review the administration of the Settlement to verify that the monies
19 allocated under the Settlement are distributed in a correct amount, as provided for in this
20 Stipulation.

21 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms
22 of this Settlement.

23 49. Funding and Allocation of Maximum Settlement Amount. Class Members shall
24 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no
25 portion of the Maximum Settlement Amount shall revert to Defendant or result in an unpaid
26 residue. Defendant shall pay the Maximum Settlement Amount to the Settlement Administrator
27 within twenty-one (21) calendar days after the Effective Date.

28 a. Individual Settlement Awards and FLSA Settlement Awards. Individual

1 Settlement Awards and FLSA Settlement Awards (collectively “Settlement Awards”) shall be paid
2 pursuant to the formulas set forth herein. All Class Member and FLSA Member Awards shall be
3 mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Class Member’s
4 last known mailing address within seven (7) calendar days after Defendant issues payment to the
5 Settlement Administrator of the Maximum Settlement Amount. Prior to mailing the Settlement
6 Awards, the Settlement Administrator shall perform a search based on the National Change of
7 Address Database maintained by the United States Postal Service to update and correct any known
8 or identifiable address changes.

9 i. Individual Settlement Awards shall be paid by check. FLSA
10 Settlement Awards shall be paid by a separate check and shall be made payable to each
11 Participating Class Member and FLSA Class Member as set forth in this Stipulation.

12 ii. Individual Settlement Awards and FLSA Settlement Awards shall
13 be allocated as follows: 25% as wages subject to all applicable tax withholdings, 75% as alleged
14 unpaid interest and alleged civil and statutory penalties. The Settlement Administrator shall issue
15 an IRS Form W-2 to each Participating Class Member for the portion of each Individual Settlement
16 Award payment allocated as wages and subject to all applicable tax withholdings. The Settlement
17 Administrator shall issue an IRS Form 1099 to each Participating Class Member for the portion of
18 each Individual Settlement Award payment allocated as non-wage penalties and/or interest and
19 not subject to payroll tax withholdings.

20 iii. The Employers’ Share of Payroll Taxes shall be paid by Defendant
21 separately from and in addition to the Maximum Settlement Amount.

22 iv. Settlement Awards checks issued by the Settlement Administrator
23 to Participating Class Members and FLSA Class Members must be cashed within One Hundred
24 Eighty (180) calendar days of issuance. If a Settlement Award check is returned to the
25 Administrator as undeliverable, or if it remains uncashed after One Hundred Eighty (180) calendar
26 days from issuance, the Settlement Administrator shall pay the amount represented by the check
27 to East Bay Community Law Center, or another organization approved by the Court.

28 v. All monies received by Participating Class Members under the

1 Settlement which are attributable to wages shall constitute income to such Class Members solely
2 in the year in which such monies actually are received by the Class Members. It is expressly
3 understood and agreed that the receipt of Settlement Awards shall not entitle any Class Member
4 to additional compensation or benefits under any collective bargaining agreement or under any
5 bonus, contest or other compensation or benefit plan or agreement in place during the period
6 covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or
7 retirement, or other deferred compensation benefits. It is the intent of the Parties that Settlement
8 Awards provided for in this Stipulation are the sole payments to be made by Defendant to Class
9 Members in connection with this Settlement, with the exception of Plaintiffs, and that Participating
10 Class Members are not entitled to any new or additional compensation or benefits as a result of
11 having received the Settlement Awards. Furthermore, the receipt of Settlement Awards by Class
12 Members shall not, and does not, by itself establish any general, special, or joint employment
13 relationship between and among the Class Member(s) and Defendant.

14 b. Class Representative Service Awards. Subject to Court approval, Plaintiffs
15 Antonio Loera, Jr. and Charlotte Daniels shall each be paid a Class Representative Service Award
16 not to exceed Fifteen Thousand Dollars (\$15,000.00), for a total of Thirty Thousand Dollars
17 (\$30,000.00), or any lesser amount as awarded by the Court, for their time and effort in bringing
18 and presenting the Action and for releasing their respective Released Claims. Defendant shall not
19 oppose or object to and may file a statement of non-opposition to Plaintiffs' request for Class
20 Representative Service Awards in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00)
21 to each Plaintiff. The Class Representative Service Awards shall be paid to Plaintiffs from the
22 Maximum Settlement Amount no later than seven (7) calendar days after Defendant provided the
23 Settlement Administrator with the Maximum Settlement Amount. The Settlement Administrator
24 shall issue an IRS Form 1099 to each Plaintiff for his or her Class Representative Service Award.
25 Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their
26 respective Class Representative Service Awards and shall hold harmless Defendant, Class Counsel
27 and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result
28 of payment of the Class Representative Service Awards. The Class Representative Service

1 Awards shall be made in addition to each Plaintiffs' Individual Settlement Award. Any amount
2 requested by Plaintiffs for the Class Representative Service Award and not awarded by the Court
3 shall become part of the Net Settlement Amount and shall be distributed to Class Members as part
4 of their Individual Settlement Awards. In the event that the Court reduces or does not approve the
5 requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke the
6 Settlement, and it will remain binding; however, Plaintiffs do not waive any appellate rights,
7 including but not limited to with respect to the Court's determination as to the Class Representative
8 Service Award and the Class Counsel Award. Any requested award that the Court does not approve
9 shall revert to the common fund, as referred to in Paragraph 20 above.

10 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
11 entitled to receive reasonable attorneys' fees in an amount not to exceed Twenty Five Percent
12 (25%) of the Maximum Settlement Amount, which amounts to One-Hundred and Sixty-Two
13 Thousand Dollars and Zero Cents (\$162,500.00). In addition, subject to Court approval, Class
14 Counsel shall be entitled to an award of reasonable costs associated with Class Counsel's
15 prosecution of the Action in an amount not to exceed Thirty-Six Thousand Dollars (\$36,000.00).
16 Class Counsel shall provide the Settlement Administrator with a properly completed and signed
17 IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
18 approved by the Court. Defendant shall not oppose or object to and may file a statement of non-
19 opposition to Plaintiffs' request for an award of attorneys' fees in an amount not to exceed One-
20 Hundred and Sixty-Two Thousand Dollars and Zero Cents (\$162,500.00) and request for an award
21 of reasonable costs not to exceed Thirty-Six Thousand Dollars (\$36,000.00). Class Counsel shall
22 be paid any Court-awarded attorneys' fees and costs no later than seven (7) calendar days after
23 Defendant provides the Settlement Administrator with the Maximum Settlement Amount. Class
24 Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel
25 Award. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class
26 Counsel Award. This Settlement is not conditioned upon the Court awarding Class Counsel any
27 particular amount of attorneys' fees or costs. In the event that the Court reduces or does not
28 approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right

1 to revoke the Settlement, and the Settlement will remain binding; however, Plaintiffs and Class
2 Counsel do not waive any appellate rights, including but not limited to with respect to the Court's
3 determination as to the Class Representative Service Award and the Class Counsel Award. Any
4 requested fees or costs that the Court does not approve shall revert to the common fund, as referred
5 to in Paragraph 20 above.

6 d. Settlement Administration Costs. The settlement administration fees and
7 expenses, which are estimated not to exceed Five Thousand Dollars (\$5,000.00), shall be paid by
8 Defendant as additional consideration in support of the releases contained in this Stipulation. The
9 Parties agree to cooperate in the Settlement Administration process and to make all reasonable
10 efforts to control and minimize Settlement Administration Costs.

11 i. The Settlement Administrator shall keep the Parties timely apprised
12 of the performance of all settlement administrator responsibilities required by the Settlement. The
13 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
14 pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed
15 and from which payments required by the Settlement shall be made.

16 ii. Upon completing the administration of the Settlement, the
17 Settlement Administrator will provide a written declaration under oath to certify the completion to
18 the Court and counsel for all Parties.

19 e. Final Settlement Approval Hearing and Entry of Final Approval Order.
20 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
21 determine whether to grant final approval of the Settlement, including determining the amounts
22 properly payable for: (i) the Class Counsel Award; and (ii) the Class Representative Service
23 Awards. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
24 declaration to the Parties describing the process and results of the administration of the Settlement
25 to date, which declaration shall be filed by Plaintiffs with the Court prior to the Final Approval
26 Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall
27 post notice of the Final Approval Order on its website within seven (7) calendar days of entry of
28 the Final Approval Order and Judgment.

1 50. Nullification of Settlement. In the event: (i) the Court does not enter the
2 Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the
3 Court does not enter the Final Approval Order and Judgment; or (iv) the Settlement does not
4 become final for any other reason, this Stipulation shall be rendered null and void, any order or
5 judgment entered by the Court in furtherance of this Settlement shall be treated as void from the
6 beginning and this Stipulation and any documents related to it shall not be used by any Class
7 Member or Class Counsel to support any claim or request for class certification in the Action, and
8 shall not be used in any other civil, criminal or administrative action against Defendant or any of
9 the other Released Parties. In the event an appeal is filed from the Court's Final Approval Order,
10 or any other appellate review is sought, administration of the Settlement shall be stayed pending
11 final resolution of the appeal or other appellate review.

12 51. Defendant's Right to Revoke. Defendant maintains the right, in its sole discretion,
13 to revoke the settlement and its stipulation to class certification prior to the final approval hearing in
14 the event that ten percent (10%) or more of Class Members opt out of the settlement. In such case,
15 Defendant shall provide a notice of termination ("Notice of Termination") in writing, delivered
16 via e-mail and overnight mail to Plaintiffs' Counsel and to the Settlement Administrator, and shall
17 be responsible for all administration costs incurred to date. In the event Defendant elects to
18 terminate this Settlement, such termination shall have the same effect as would non-approval, and
19 this Settlement will have no further force or effect.

20 52. No Admission by Defendant. Defendant denies all claims alleged in the Action
21 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms
22 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
23 none shall be used against Defendant as an admission or indication with respect to any claim of
24 any fault, concession, or omission by Defendant. The Parties further agree that this Stipulation
25 will not be admissible in this or any other proceeding as evidence that Defendant is liable to
26 Plaintiffs or any Class Member, other than according to the terms of this Stipulation.

27 53. Other Lawsuits. Neither Plaintiffs nor Class Counsel are currently aware of (a) any
28 unalleged claims in addition to, or different from, those which are finally and forever settled and

1 released against Defendant by this Settlement, and (b) unalleged facts or legal theories upon which
2 any claims or causes of action could be brought against Defendant, except such facts and theories
3 specifically alleged in the Second Amended Complaint in the Action or discussed herein.
4 Plaintiffs and Class Counsel further represent that they do not currently know of or represent any
5 persons who have expressed any interest in pursuing litigation or seeking any recovery against
6 Defendant, except as set forth herein.

7 54. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
8 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
9 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
10 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

11 55. Amendment or Modification. This Stipulation may be amended or modified only
12 by a written instrument signed by counsel for all Parties or their successors-in-interest.

13 56. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
14 agreement between the Parties, and no oral or written representations, warranties, or inducements
15 have been made to Plaintiffs or Defendant concerning this Stipulation or its Exhibits other than
16 the representations, warranties, and covenants contained and memorialized in this Stipulation and
17 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
18 binding on the Parties.

19 57. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
20 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
21 to negotiate this Stipulation and to take all appropriate Action required or permitted to be taken by
22 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
23 required to effectuate the terms of this Stipulation. The Parties, Class Counsel and Defense
24 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
25 the Settlement. In the event the Parties are unable to reach agreement on the form or content of
26 any document needed to implement the Settlement, or on any supplemental provisions that may
27 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
28 the Court and/or mediator Judge Amy Hogue (Ret.) to resolve such disagreement. The person

1 signing this Stipulation on behalf of Defendant represents and warrants that he/she is authorized
2 to sign this Stipulation on behalf of Defendant. Plaintiffs represent and warrant that they are each
3 authorized to sign this Stipulation and that they have not assigned any claim, or part of a claim,
4 covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
5 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same shall
6 not be construed against any of the Parties.

7 58. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
8 inure to the benefit of, the successors and assigns of the Parties. Subject to the limitations in
9 Paragraph 50, [*Defendant's Right to Revoke*] the Parties intend this Stipulation shall be fully
10 enforceable and binding on all Parties, including Class Members, and that it shall be admissible
11 and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation
12 confidentiality provisions that otherwise might apply under federal or state law. The Parties further
13 agree that this Stipulation is enforceable pursuant to Federal Rule of Civil Procedure 41(a) and/or
14 any state counterpart, such as California Code of Civil Procedure section 664.6, and the Court shall
15 retain jurisdiction to enforce the Settlement upon entering of judgment.

16 59. California Law Governs. Unless expressly stated otherwise, all terms of this
17 Stipulation and the Exhibits hereto shall be governed by and interpreted according to the laws of
18 the State of California, without giving effect to any law that would cause the laws of any
19 jurisdiction other than the State of California to be applied.

20 60. Counterparts. This Stipulation may be executed in one or more counterparts. All
21 executed counterparts and each of them shall be deemed to be one and the same instrument.
22 Electronic signatures (*e.g.*, DocuSign signatures) shall have the same force and legal effect as a
23 handwritten, ink signature and shall be fully enforceable.

24 61. This Settlement is Fair, Adequate and Reasonable. Parties represent that this
25 Settlement is a fair, adequate, and reasonable settlement of the Action and they have arrived at this
26 Settlement after extensive arm's-length negotiations, considering all relevant factors, present and
27 potential.

28 62. Jurisdiction of the Court. Following entry of the Final Approval Order, the Court


1 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the
2 terms of this Stipulation and all orders and judgments entered in connection therewith, and the
3 Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
4 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
5 orders and judgments entered in connection therewith.

6 63. Invalidity of Any Provision. Before declaring any term or provision of this
7 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
8 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
9 all provisions of this Stipulation as valid and enforceable.

10 64. Waiver. No waiver of any condition or covenant contained in this Settlement or
11 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute
12 a further waiver by such party of the same or any other condition, covenant, right or remedy.


13 65. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
14 Class Members are so numerous, it is impossible or impractical to have each Class Member
15 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
16 the Settlement, and the release of Released Claims and shall have the same force and effect as if
17 this Stipulation were executed by each Class Member.

18
19 Dated: 02/04/2026



Antonio Loera Jr (Feb 4, 2026 10:16:32 PST)
PLAINTIFF ANTONIO LOERA, JR.

20
21 Dated: 02/04/2026



Charlotte Daniels (Feb 4, 2026 11:15:16 PST)
PLAINTIFF CHARLOTTE DANIELS

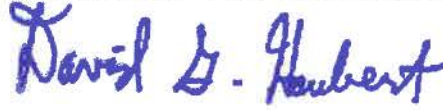
22
23
24
25
26
27 [SIGNATURES CONTINUED ON NEXT PAGE]

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 3/3/2026

DEFENDANT COUNTY OF ALAMEDA




By: _____

Title: PRESIDENT OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA

Approved as to form and content:

VINICK HYAMS TRIAL PARTNERS

Dated: 02/04/2026



By: Sharon Vinick (Feb 4, 2026 09:10:15 PST)

SHARON R. VINICK
Attorneys for Plaintiffs ANTONIO LOERA,
JR., and CHARLOTTE DANIELS and the
FLSA Collective and the Putative Class

TERP LAW P.C.

Dated: 02/03/2026



By: _____

RACHEL TERP
Attorneys for Plaintiffs ANTONIO LOERA,
JR., and CHARLOTTE DANIELS and the
FLSA Collective and the Putative Class

JACKSON LEWIS, P.C.

Dated: 02/04/2026



By: _____

DONALD P. SULLIVAN
ISABELLA L. SHIN
Attorneys for Defendant
COUNTY OF ALAMEDA

4902-4877-4283, v. 2