

**STIPULATION OF CLASS ACTION SETTLEMENT
AND RELEASE OF CLAIMS**

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiffs CHRISTINA NANCE and DEREKA WILLIAMS, individually and on behalf of the Settlement Class and Defendant YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE EAST BAY (“YMCA of the East Bay”), subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. “Action” or “Lawsuit” refers to the civil action filed August 4, 2023 in the Superior Court of the State of California, County of Alameda captioned as *CHRISTINA NANCE, individually, and on behalf of other members of the general public similarly situated v. YMCA OF THE EAST BAY SUPPORT FOUNDATION, a California nonprofit corporation; and DOES 1 through 100, inclusive, Case No. 23CV040009*, and as it is to be amended in accordance with the terms of this Agreement.

2. “Agreement” or “Settlement” or “Settlement Agreement” means this Stipulation of Class Action Settlement and Release of Claims.

3. “Class” and “Class Members” shall include all current and former non-exempt California employees of the YMCA of the East Bay who were employed by the YMCA of the East Bay at any time between August 4, 2019 and June 5, 2024. At the time of mediation, the Parties estimated there were approximately 2,996 Class Members who worked 140,571 workweeks within the Class Period.

4. “Class Counsel” means and refers to Douglas Han and Shunt Tatavos-Gharajeh of JUSTICE LAW CORPORATION.

5. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with this Action, paid from the Maximum Settlement Amount.

6. “Class Data” means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Settlement Administrator and shall include the following information for each Class Member: (a) employee identification number; (b) full name; (c) last known address; (d) start and end dates of employment; (e) Social Security Number; (f) number of Compensable Workweeks associated with each individual during the Class Period; (g) number of qualifying PAGA Pay Periods associated with each PAGA Covered Employee during the PAGA Period.

7. “Class Member” shall refer to an employee of Defendant who falls within the definition of the Class.

8. “Class Period” or “Settlement Period” means the period from August 4, 2019 through and including June 5, 2024.

9. “Class Released Claims” means any and all claims for wages, statutory and civil penalties (but not PAGA Penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post-judgment interest, attorneys’ fees and costs, that were alleged in the Action, Operative Complaint, any Amended Complaint, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period. This includes, but is not limited to: (a) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Order; (b) failure to provide meal breaks and meal period premiums in violation of California Labor Code sections 226.7, 512(a), and applicable IWC Wage Order; (c) failure to provide rest breaks and rest period premiums in violation of California Labor Code sections 226.7 and applicable IWC Wage Order; (d) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1194.2; (e) failure to pay all wages owed at termination of employment in violation of California Labor Code sections 201, 202, and 203; (f) failure to provide complete and accurate itemized wage statements upon payment of wages in violation of California Labor Code sections 226(a), 226(e)

and 226(h); (g) failure to reimburse employees for all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802; and (h) violation of Business and Professions Code section 17200, *et seq.* and California Code of Civil Procedure section 1021.5, based on the Labor Code sections alleged, and with respect to the statutory penalties claimed in the Action, Operative Complaint, and any Amended Complaint, and any source of obligation as a basis for claiming such penalties during the Class Period (“Class Released Claims”) against the Released Parties in their representative and individual capacities whether under Labor Code sections 558, 558.1, or otherwise. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar any other individual or entity from filing or pursuing the Class Released Claims against the Released Parties in any forum.

10. “Class Representative Enhancement Payments” means the amount that the Court authorizes to be paid to Plaintiffs CHRISTINA NANCE and DEREKA WILLIAMS in addition to their Individual Settlement Payment and Individual PAGA Payment, as applicable, in recognition of their efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

11. “Class Representatives” means Plaintiffs CHRISTINA NANCE and DEREKA WILLIAMS in their capacity as the representatives of the Class Members.

12. “Compensable Workweeks” means the total number of workweeks during which a Class Member worked for Defendant during the Class Period, according to Defendant’s records.

13. “Counsel for Defendant” shall refer to Kurt Bockes, Angela Rafoth, and Na Rae Kim of LITTLER MENDELSON, P.C.

14. “Court” means the Alameda County Superior Court.

15. “Defendant” means YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE EAST BAY, DBA YMCA OF THE EAST BAY.

16. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s order granting final approval of the Settlement Agreement and entry of judgment expires; unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement and entry of judgment or dismissal of the appeal.

17. “Individual PAGA Payment” means the amount paid from the PAGA Payment to PAGA Covered Employees.

18. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

19. “Maximum Settlement Amount” means the Maximum Settlement Amount of Three Million Dollars and No Cents (\$3,000,000.00), which includes the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel Award, PAGA Payment, and Settlement Administration Costs, and which excludes Defendant’s share of payroll taxes.

20. “Net Settlement Amount” or “NSA” means the Maximum Settlement Amount, less Class Counsel Award, Class Representative Enhancement Payments, PAGA Payment, and Settlement Administration Costs.

21. “Notice Packet” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A** that will be mailed to Class Members in English and Spanish.

22. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

23. “PAGA Covered Employees” means those Class Members who were employed by Defendant in California as non-exempt employees during the period between August 4, 2022 and June 5, 2024, regardless of whether the Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement. Around the time of mediation, the Parties estimated there were approximately 1,500 PAGA Covered Employees who worked 30,916 pay periods within the PAGA Period.

24. “PAGA Letter” or “PAGA Letters” means the letter or notice, pursuant to California Labor Code section 2699.3, that Plaintiffs conveyed to the California Labor and Workforce Development Agency (“LWDA”) on or about March 21, 2024, and any amended letter or notice, describing Defendant’s alleged violations under the California Labor Code.

25. “PAGA Payment” means the portion of the Maximum Settlement Amount that is designated as civil penalties pursuant to PAGA in the total amount of One Hundred Thousand Dollars (\$100,000.00).

26. “PAGA Period” means the period of time between August 4, 2022 and June 5, 2024.

27. “PAGA Released Claims” means the release of the Released Parties by the Labor Workforce Development Agency (“LWDA”), State of California, and by Plaintiffs NANCE and WILLIAMS as representatives of and proxies for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Labor Code section 2698, *et seq.*) or otherwise that were alleged in the PAGA Letters, Operative Complaint in the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the PAGA Period. This includes, but is not limited to: (a) failure to pay for all hours worked, including minimum, straight time, and overtime wages in violation of California Labor Code sections 510, 1194, 1197.1, 1198, and applicable Wage Order; (b) failure to provide off-duty meal breaks and pay premium pay for missed meal breaks in violation of California Labor Code sections 226.7, 512, and applicable Wage Order; (c) failure to authorize and permit off-duty paid rest breaks and pay premium pay for missed rest breaks in violation of California Labor Code section 226.7 and applicable Wage Order; (d) failure to timely pay all earned wages during employment in violation of California Labor Code section 204; (e) failure to timely pay all wages upon termination of employment in violation of California Labor Code sections 201-204; (f) failure to provide complete and accurate itemized wage statements in violation of California Labor Code sections 226, 1174, and 1176; (g) failure to provide and properly pay paid sick leave pursuant to California

Labor Code section 246, *et seq.*; and (h) failure to reimburse necessary business-related expenses in violation of Labor Code sections 2800 and 2802. The release of PAGA Released Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

28. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiffs or Defendant, individually.

29. “Payment Ratio” means the respective Compensable Workweeks for each Class Member divided by the total Compensable Workweeks for all Class Members.

30. “Plaintiffs” means CHRISTINA NANCE and DEREKA WILLIAMS.

31. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the Settlement.

32. “Released Parties” means Defendant YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE EAST BAY DBA YMCA OF THE EAST BAY and its present and former parents, owners, subsidiaries, and any affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives.

33. “Request for Exclusion” means a written statement requesting exclusion containing the Class Member’s name, signature, address, and telephone number to be mailed by the Class Members who wish to opt out of the Settlement Class. To be effective, the Request for Exclusion must be in the form described in Paragraph III(56)(g) *infra* post-marked by the Response Deadline, and received by the Settlement Administrator.

34. “Response Deadline” means the sixty (60) calendar days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement.

35. “Settlement Administrator” or “Claims Administrator” means Phoenix Class Action Administration Solutions.

36. “Settlement Class Members” or “Settlement Class” means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the Class as provided in this Agreement.

II. RECITALS

37. On August 4, 2023, Plaintiff NANCE filed a putative class action Complaint against Defendant (Incorrectly sued as “YMCA OF THE EAST BAY SUPPORT FOUNDATION”) in Alameda County Superior Court captioned as *CHRISTINA NANCE, individually, and on behalf of members of the general public similarly situated v. YMCA OF THE EAST BAY SUPPORT FOUNDATION, a California nonprofit corporation; and DOES 1 through 100, inclusive, Case No. 23CV040009*. The claims for relief Plaintiff NANCE asserted on behalf of herself and the putative class are: (a) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Order; (b) failure to provide meal breaks and meal period premiums in violation of California Labor Code sections 226.7, 512(a), and applicable IWC Wage Order; (c) failure to provide rest breaks and rest period premiums in violation of California Labor Code sections 226.7 and applicable IWC Wage Order; (d) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1194.2; (e) failure to pay all wages owed at termination of employment in violation of California Labor Code sections 201, 202, and 203; (f) failure to provide complete and accurate itemized wage statements upon payment of wages in violation of California Labor Code sections 226(a), 226(e) and 226(h); (g) failure to reimburse employees for all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802; (h) violation of Business and Professions Code section 17200, *et seq.*

38. Defendant filed an answer to the Complaint on October 4, 2023, asserting general and affirmative defenses.

39. In conjunction with the Settlement, the Parties shall stipulate to the filing of an Amended Complaint, in form agreeable to all the Parties, which alleges all the released claims and claims alleged in the Action as a class action for the Class Period and as a PAGA action. The First Amended Complaint will be the operative complaint in the Action (“Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

40. Plaintiffs and Defendant engaged in a voluntary exchange of information concerning the claims and defenses set forth in the Action, including Defendant’s policies and practices regarding the alleged violations, and class pay and timekeeping data. The Plaintiffs and Defendant additionally have each conducted independent investigations and fact finding.

41. On March 5, 2024, Plaintiffs and Defendant participated in a full day of mediation under the guidance of an experienced wage and hour neutral, Deborah Saxe, Esq. On March 8, 2024, Mediator Saxe made a Mediator’s Proposal to resolve all claims in the Action. On March 15, 2024, Mediator Saxe reported that the Mediator’s Proposal had been accepted.

42. In line with the settlement, on March 21, 2024, Plaintiffs provided written notice to the LWDA of the specific provisions of the Labor Code they contend were violated and the theories supporting their contentions. On April 8, 2024, Plaintiffs provided amended written notice to the LWDA that updated the named employer.

43. Afterwards, Plaintiff NANCE filed a First Amended Complaint on April 29, 2024 to: (a) adjust the “class” definition to “all current and former non-exempt California employees of Defendants who were employed by Defendants at any time between August 4, 2019, and June 5, 2024”; (b) add Dereka Williams as a named plaintiff; (c) substitute the then-defendant with Young Men’s Christian Association of the East Bay, dba YMCA of the East Bay as the correct named defendant; (d) incorporate additionally discovered factual allegations; and (e) add a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA).

44. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment.

45. The Plaintiffs and Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Defendant is agreeing to this Settlement to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

III. TERMS OF AGREEMENT

46. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount, which shall fund the Individual Settlement Payments, Class Representative Enhancement Payments, Class Counsel Award, PAGA Payment, and Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Maximum Settlement Amount except its share of payroll taxes. This settlement is non-reversionary and none of the Maximum Settlement Amount shall revert to Defendant.

47. Escalator Provision. This settlement is based on the understanding that Class Members will have worked approximately 140,571 workweeks within the Class Period, which was estimated at the time of mediation. If it is determined that the number of workweeks during the Class Period exceeds 154,628 (140,571, plus 10% of 140,571), then, at its option, Defendant may elect to: (a) increase the Net Settlement Amount in proportion to the increased percentage – for

example, if such increase in workweeks is 15% over 140,571 workweeks, the Net Settlement Amount will increase by 5%; or (b) end the Class Period on the date on which the number of workweeks reaches 154,628.

48. Release by All Settlement Class Members. Upon the Effective Date, Settlement Class Members (including Plaintiffs), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties from the Class Released Claims.

49. General Release By Plaintiffs. In addition to the Class Released Claims, described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement Payments, Plaintiffs, for themselves and for any decedent, heirs, legal representatives, successors and assigns, do hereby irrevocably and unconditionally release, acquit and forever discharge the Released Parties, from any and all claims, demands, damages, liquidated damages, monies, penalties, restitution, injunctive relief, attorneys' fees, costs, liabilities and/or causes of action of whatever kind or character, whether known or unknown, which Plaintiffs ever had, now have, have asserted or may hereafter assert or claim to have against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date Plaintiffs sign this Agreement. This release includes, but is not limited to, any and all claims for unlawful discrimination, harassment, retaliation, and reasonable accommodation; related to the terms and conditions of employment; for penalties, compensation or benefits; and/or for wrongful termination of employment under arising under Title VII of the Civil Rights Act of 1964, as amended, Civil Rights Act of 1866, Civil Rights Act of 1991, Americans with Disabilities Act, as amended, 42 U.S.C. section 1981, as amended, Fair Labor Standards Act, as amended and the Portal to Portal Act, Equal Pay Act, Employee Retirement Income Security Act, as amended, Consolidated Omnibus Budget Reconciliation Act, Rehabilitation Act of 1973, Family and Medical Leave Act, California Fair Employment and Housing Act, California Constitution, California Labor Code, California Government Code, California Civil Code; and any and all other

federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law. With respect to the claims referenced in this paragraph, Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits Plaintiffs may otherwise have had pursuant to section 1542 of the California Civil Code, which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR 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.

50. This Agreement, including the General Release by Plaintiffs shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released. Moreover, regardless of whether or not Plaintiffs sign this Agreement, nothing in any Defendant agreement, policy, or practice, including this Agreement: (a) limits or affects Plaintiffs' right to challenge the validity of this Agreement under the ADEA or the Older Worker Benefit Protection Act (OWBPA); (b) prevents Plaintiffs from communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, Occupational Safety and Health Administration, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or from testifying, providing evidence, responding to a subpoena or discovery request in court litigation or arbitration; or (c) prevents a non-management, non-supervisory employee from engaging in

protected concerted activity under Section 7 of the NLRA or under similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by the Defendant as part of the employee's job duties. In addition, nothing in this Agreement shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the case, prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiffs have reason to believe is unlawful; or waive Plaintiffs' right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Defendant, or on the part of the agents or employees of the Defendant, when Plaintiffs have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. In addition, nothing in this Agreement limits or affects Plaintiffs' right to disclose or discuss sexual harassment or sexual assault disputes. By signing this Agreement Plaintiffs are waiving their right to recover any individual relief (including any backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiffs or on Plaintiffs' behalf by any third party, except for any right Plaintiffs may have to receive a payment or award from a government agency (and not the Defendant) for information provided to the government agency or where otherwise prohibited.

51. PAGA Release by Plaintiffs and LWDA. Upon the Effective Date, the LWDA, State of California, and Plaintiffs as representatives of and proxies for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA

Released Claims.

52. Certification of the Settlement Class and Nullification of Settlement Agreement.

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

53. Tax Treatment.

a. The Parties, Class Counsel and Defendant's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defendant's Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes found to be due from or against a Settlement Class Member because of the Individual Settlement Payments and Individual PAGA Payments described herein.

b. All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

54. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. The Order Granting Preliminary Approval shall be in a form substantially similar to **Exhibit B**. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

55. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing, translating, and mailing payments to the Class Representatives, Class Counsel, LWDA, PAGA Covered Employees, and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members and PAGA Covered Employees (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

56. Settlement Administration.

a. Class Data. No later than thirty (30) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiffs or any third party or use the Class Data or any information contained therein for any

purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all Settlement Class Members. All Class Members who are PAGA Covered Employees shall be advised that they will be part of the PAGA settlement, whether or not they elect to opt out of the class settlement. The Notice Packet also shall be individualized by including the Class Members' estimated Individual Settlement Payment and number of Compensable Workweeks.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, the Settlement Administrator shall mail to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved and shall then perform a re-mailing if another mailing address is identified by the Settlement Administrator. The deadlines for Class Members' Requests for Exclusion and written objections will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar

days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the Compensable Workweeks worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary Compensable Workweeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility or ineligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility or ineligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (a) explicitly and unambiguously state the following statement or similar statement: "I wish to exclude myself from the settlement reached in the matter of *Christina Nance v. YMCA of the East Bay* (Case No. 23CV040009). I understand by excluding myself, I will not receive any money from the class settlement reached in this matter."; (b) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (c) be signed by the Class Member; and (d) be postmarked by the

Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, all PAGA Covered Employees will receive their Individual PAGA Payments and will be releasing the PAGA Released Claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by the terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement must serve on the Settlement Administrator by first class mail a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the envelope transmitting the Notice of Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (a) full name of the Settlement Class Member (and former names, if any); (b) dates of employment of the Settlement Class Member; (c) last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (d) reason(s) for the objection; and (e) name and case number of this matter. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections

to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

57. Funding and Allocation of the Maximum Settlement Amount. No later than (15) business days after the Effective Date, Defendant shall provide the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. Within the same fifteen (15) business days, Defendant also will provide the Settlement Administrator a list identifying all Settlement Class Members who have garnishments and liens, the amounts of each individual's garnishments and liens, and the name and address of the person or entity that is entitled to receive payment of such garnishments and liens.

a. PAGA Payment. As one part of the Motion for Order Granting Preliminary Approval, Plaintiffs and Class Counsel shall seek approval from the Court of the PAGA Payment of One Hundred Thousand Dollars (\$100,000.00). Any portion of the requested PAGA Payment that is not approved by the Court shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall send to the Workforce Development Agency ("LWDA") Seventy-Five Percent (75%) of the approved PAGA Payment no later than fifteen (15) calendar days after Defendant sends the Maximum Settlement Amount to the Settlement Administrator. The Settlement Administrator shall pay Twenty-Five Percent (25%) of the approved PAGA Payment to the PAGA Covered Employees no later than fifteen (15) calendar days after Defendant sends the Maximum Settlement Amount to the Settlement Administrator. The Individual PAGA Payment paid to each PAGA Covered Employee shall be calculated by dividing twenty-five percent (25%) of the approved PAGA Payment by the number of Compensable Workweeks for all PAGA Covered Employees during the PAGA Period and then multiplying the result by the number of Compensable Workweeks for each PAGA Covered Employee during the PAGA Period.

i. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount. The payments shall be calculated in accordance with the following steps: using the Class Data, the Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

ii. Tax Allocation. For tax purposes, the Individual Settlement Payments shall be allocated Twenty-Five Percent (25%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Seventy-Five Percent (75%) to interest, penalties, liquidated damages, and other damages which are not subject to income or payroll tax withholding but which are subject to all other required authorized deductions. All applicable deductions or withholding required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

iii. Mailing. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after the Maximum Settlement Amount is provided to the Settlement Administrator.

iv. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within one hundred eighty (180) calendar days, then fifteen (15) calendar days after the check-cashing deadline, the Claims Administrator shall send the uncashed funds to the *cy pres* recipient California Court Appointed Special Advocate (CASA) Association. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* and *escheat*.

b. Class Representative Enhancement Payments. Plaintiffs and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payments. Defendant agrees not to oppose or object to any application or motion by Plaintiffs for a Class Representative Enhancement Payments of up to Twenty Thousand Dollars (\$20,000.00) to Plaintiffs (up to \$10,000.00 to Plaintiff NANCE and up to \$10,000.00 to Plaintiff WILLIAMS). The Settlement Administrator shall pay the Class Representative Enhancement Payments to Plaintiffs from the Maximum Settlement Amount no later than fifteen (15) calendar days after the Maximum Settlement Amount is provided to the Settlement Administrator. Any portion of the requested Class Representative Enhancement Payments that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their respective Class Representative Enhancement Payments and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payments. The Class Representative Enhancement Payments shall be in addition to Plaintiffs' Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment. If the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke the Settlement,

and it will remain binding.

c. Class Counsel Award. Plaintiffs and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed Thirty-Five Percent (35%) of the Maximum Settlement Amount, which is \$1,050,000.00. Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed \$30,000.00 from the Maximum Settlement Amount for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiffs, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Maximum Settlement Amount no later than fifteen (15) calendar days after the Maximum Settlement Amount is provided to the Settlement Administrator. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

d. Settlement Administration Costs. Plaintiffs and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Maximum Settlement Amount. Defendant agrees not to oppose or object to any application or motion by Plaintiffs for payment of up to \$30,000.00 to the Settlement Administrator. Any portion of the requested

payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than fifteen (15) calendar days after the Maximum Settlement Amount is provided to the Settlement Administrator.

e. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Maximum Settlement Amount:	\$	\$3,000,000.00
Class Representative Enhancement	\$	-\$20,000.00
Payments:		
Class Counsel's Fees:	\$	-\$1,050,000.00
Class Counsel's Costs:	\$	-\$30,000.00
PAGA Payment:	\$	-\$100,000.00
		<i>(\$75,000.00 to the LWDA and \$25,000.00 to the PAGA Covered Employees)</i>
Settlement Administration Costs:	\$	-\$30,000.00
Net Settlement Amount	\$	\$1,770,000.00

58. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiffs shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement Payments, Class Counsel Award, PAGA Payment, and Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiffs shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval, in the form substantially similar to **Exhibit C**. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) calendar days before the Final Approval Hearing. Plaintiffs shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiffs will provide Defendant with a copy of the motion(s) at least five (5) business days before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of

Judgment shall, among other things:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;

ii. Certify the Class for Settlement purposes only;

iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;

iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancement Payments;

v. Approve the payment of reasonable Settlement Administration Costs;

vi. Enter Judgment pursuant to California Rules of Court, rule 3.7969(h); and

vii. Permanently bar Plaintiffs and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Released Claims against the Released Parties.

viii. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the PAGA Released Claims against the Released Parties.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiffs to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements

of California Rules of Court, rule 3.771.

59. Option to Terminate Settlement. If, after the Response Deadline, the total number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is more than five percent (5%) of all Class Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within fourteen (14) calendar days after receiving a report from the Settlement Administrator informing Defendant that the total number of timely and valid Requests for Exclusion is more than five percent (5%) of the total Class Members; and (b) pay all Settlement Administration Costs incurred up to the date or as any result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed. Defendant must notify Class Counsel and the Court of its election to withdraw no later than fourteen (14) calendar days after receiving a report from the Settlement Administrator. A late election will have no effect.

60. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

61. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

JUSTICE LAW CORPORATION

Douglas Han

Shunt Tatavos-Gharajeh

751 N. Fair Oaks Avenue, Suite 101

Pasadena, CA 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

To Defendant:

LITTLER MENDELSON, P.C.

Kurt Bockes

Angela Rafoth

Na Rae Kim

101 Second Street, Suite 1000

San Francisco, CA 94105

Telephone: (415) 433-1940

Facsimile: (415) 399-8490

62. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.

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

64. Entire Agreement. This Agreement and any attached exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

66. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

67. California Law Governs. All terms of this Agreement and the exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

68. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

69. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

70. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

71. Waiver of Certain Appeals. The Parties agree, except for the Class Counsel Award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

72. No Admissions. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims lack merit and do not give rise to the alleged liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted.

73. Consideration Period. Plaintiffs shall have at least five (5) business days from the date Plaintiffs receive this Agreement to consider the terms of this Agreement, including whether to sign this Agreement ("Consideration Period"). If Plaintiffs choose to sign this Agreement before the Consideration Period ends, Plaintiffs represent that it is because they freely choose to do so after carefully considering its terms. Plaintiffs agree with Defendant that changes, whether material or immaterial, do not toll or restart the running of the Consideration Period. Plaintiffs agree the Defendant has made no threats or promises to induce them to sign earlier.

74. Advice of Counsel. Plaintiffs acknowledge that they have read and carefully understand the terms of this Agreement. Defendant advises Plaintiffs, in writing, to consult with an attorney of their choice regarding the terms of this Agreement prior to signing this Agreement. Plaintiffs have been represented by their legal counsel, who has read and explained to them the entire contents of this Agreement, as well as explained the legal consequences of the release.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein.

DATED: 07/16/2024

By: *Christina Nance*

CHRISTINA NANCE

DATED: 07/16/2024

By: *Dereka Williams*

DEREKA WILLIAMS

DATED: _____

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE EAST BAY

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: July 18, 2024

JUSTICE LAW CORPORATION

By: _____



Douglas Han
Shunt Tatavos-Gharajeh
Counsel for Plaintiffs CHRISTINA NANCE
AND DEREKA WILLIAMS, individually
and on behalf of other members of the
general public similarly situated

DATED: _____

LITTLER MENDELSON, P.C.

By: _____

Kurt Bockes
Angela Rafoth
Na Rae Kim
Attorneys for Defendant
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE EAST BAY

DATED: _____

By: _____

CHRISTINA NANCE

DATED: _____

By: _____

DEREKA WILLIAMS

DATED: JULY 15 - 2024

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE EAST BAY

By: 

Title: PRESIDENT - CEO

APPROVED AS TO FORM:

DATED: _____

JUSTICE LAW CORPORATION

By: _____

Douglas Han
Shunt Tatavos-Gharajeh
Counsel for Plaintiffs CHRISTINA NANCE
AND DEREKA WILLIAMS, individually
and on behalf of other members of the
general public similarly situated

DATED: 7-31-2024

LITTLER MENDELSON, P.C.

By: Kurt L. Bockes

Kurt Bockes
Angela Rafoth
Na Rae Kim
Attorneys for Defendant
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE EAST BAY

EXHIBIT A

[CLASS MEMBER NAME]

NOTICE OF CLASS ACTION SETTLEMENT
NANCE v. YMCA OF THE EAST BAY

Superior Court of California, County of Alameda
Case No.: 23CV040009

If you are a current or former non-exempt employee who worked for Young Men’s Christian Association of the East Bay, dba YMCA of the East Bay (“YMCA of the East Bay” or “Defendant”) within the State of California at any time between August 4, 2019 and June 5, 2024 (the “Class Period”), a class action lawsuit may affect your rights and you may be entitled to a payment under this proposed settlement (“the Settlement”).

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

- This is a class action lawsuit that involves a class defined as “all current and former non-exempt California employees of the YMCA of the East Bay who were employed by the YMCA of the East Bay at any time between August 4, 2019 and June 5, 2024.”
- Plaintiffs Christina Nance and Dereka Williams (“Plaintiffs”) in this class action contend that Defendant violated provisions of the California Labor Code by allegedly failing to properly pay all wages during and at the end of employment, provide compliant meal and rest periods and pay premiums for missed meal and rest periods, and provide compliant pay stubs, as well as other related claims, and engaged in unfair competition.
- Plaintiffs also allege a claim for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”) for Defendant’s alleged Labor Code violations.
- Defendant denies all of Plaintiffs’ claims and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your legal rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendant’s defenses.
- You have several options available to you:

DO NOTHING	By doing nothing, you <u>will</u> receive a share of the settlement proceeds, and you will give up any rights to sue Defendant and the Released Parties separately regarding all claims and causes of action of whatever kind or nature that are alleged, related to or that reasonably could have arisen out
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	of the same facts alleged in the Complaint that are the subject of this class action lawsuit.
ASK TO BE EXCLUDED (OPT OUT) OF THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT	Get out of this lawsuit. Get no benefits from the Settlement. Keep rights. If you ask to be excluded, you <u>will not</u> receive a share of the class action settlement proceeds, but you keep any rights you may have to sue Defendant and the Released Parties separately about the same legal claims alleged in this class action lawsuit. Aggrieved Employees under PAGA remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this notice.
To make a claim or object, you must act by XXXXX.

1. Why did I get this notice?

A settlement has been reached in a class action lawsuit that was brought on behalf of the following class of people defined a “all current and former non-exempt California employees of the YMCA of the East Bay who were employed by the YMCA of the East Bay at any time between August 4, 2019 and June 5, 2024.”

You have received this notice because Defendant’s records indicate that you are a member of the Class.

2. What is this lawsuit about?

On August 4, 2023, Plaintiff NANCE filed a putative class action Complaint against Defendant YMCA OF THE EAST BAY SUPPORT FOUNDATION in Alameda County Superior Court captioned as *CHRISTINA NANCE, individually, and on behalf of members of the general public similarly situated v. YMCA OF THE EAST BAY SUPPORT FOUNDATION, a California nonprofit corporation; and DOES 1 through 100, inclusive, Case No. 23CV040009*. The claims for relief Plaintiff asserted on behalf of herself and the putative class are: (1) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, 1198, and the applicable IWC Wage Order; (2) failure to provide meal breaks and meal period premiums in violation of California Labor Code sections 226.7, 512(a), and applicable IWC Wage Order; (3) failure to provide rest breaks and rest period premiums in violation of California Labor Code sections 226.7 and applicable IWC Wage Order; (4) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1194.2; (5) failure to pay all wages owed at termination of employment in violation of California Labor Code sections 201, 202, and 203; (6) failure to provide complete and accurate itemized wage statements upon payment of wages in violation of California Labor Code sections 226(a), 226(e) and 226(h); (7) failure to reimburse employees for

all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802; (8) violation of Business and Professions Code section 17200, *et seq.*

In line with the settlement, on March 21, 2024, Plaintiffs provided written notice to the California Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code they contend were violated and the theories supporting their contentions. On April 8, 2024, Plaintiffs provided amended written notice to the LWDA that updated the named employer.

Afterwards, Plaintiff NANCE filed a First Amended Complaint on April 29, 2024 to, among other things, add Plaintiff WILLIAMS as a named plaintiff; replace Defendant *YMCA OF THE EAST BAY SUPPORT FOUNDATION* with Defendant YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE EAST BAY DBA YMCA OF THE EAST BAY, and add a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA).

Defendant denies all of Plaintiffs’ claims, denies that it has liability to Plaintiffs or any other Class Member, and asserts that it has complied with all its legal obligations to its employees.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiffs’ allegations or Defendant’s defenses.

4. Why did this case settle?

The Parties reached a settlement to avoid the risk and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendant disputes Plaintiffs’ claims, Defendant has also concluded that further litigation would be protracted and expensive and would also divert resources and management and employee time.

5. What are the terms of the settlement and how much will I receive?

Subject to final Court approval, the Settlement Agreement provides that Defendant will pay the gross amount of Three Million Dollars (\$3,000,000.00) (the “Maximum Settlement Fund”) to fully resolve the allegations in the Action. Under the Settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Class Representative Enhancement Payments to Each Plaintiff - \$20,000.00
- Attorneys’ fees– \$1,050,000.00
- Attorneys’ costs – \$30,000.00
- PAGA Payment – \$100,000.00 (\$75,000.00 to the LWDA and \$25,000.00 to be distributed to the “aggrieved” employee group).
- Settlement Administration Expenses – \$30,000.00

After these deductions, approximately \$1,770,000 (“Net Settlement Amount”) will be available for payments to be made to the Class Members receiving this notice.

The Net Settlement Amount will be available for distribution to Settlement Class Members. Each Class Member who does not timely submit a valid Request for Exclusion to be excluded from the Class (“Settlement Class Member”) will receive a *pro rata* portion of the Net Settlement Fund (“Individual Settlement Payment”). The payments will be calculated in accordance with the following steps:

The Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Settlement Payments.

In addition, the employee’s share of PAGA Penalties will be paid to Class Members who worked during the PAGA Period. The Individual PAGA Payment paid to each PAGA Covered Employee shall be calculated by dividing twenty-five percent (25%) of the approved PAGA Payment by the number of Compensable Workweeks for all PAGA Covered Employees during the PAGA Period and then multiplying the result by the number of Compensable Workweeks for each PAGA Covered Employee during the PAGA Period.

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment as a Class Member is estimated to be \$ [REDACTED] (less withholding). The actual amount you may receive likely will be different and will depend on several factors. This amount does not include any PAGA Penalties that may be owed to you under the Settlement. If you disagree with this information and would like someone to investigate the matter, please follow the procedure below.

The above estimates are based on Defendant’s records showing that you worked [REDACTED] Compensable Workweeks during the Class Period.

6. What if I disagree with the number eligible pay periods attributed to me shown above?

If you believe that you worked more workweeks during the Class Period, you may dispute your Individual Class Payment calculation by providing written documentation to the Settlement Administrator at the address listed below, supporting your position on or before [RESPONSE DEADLINE]. Your dispute must contain: (1) your full name; (2) address; (3) signature; (4) last four digits of your Social Security number; (5) case name; and (6) explanation of the dispute, along with any supporting documentation confirming the payment amounts attributed to you are incorrect.

7. What do I have to do to receive a share of the settlement?

If you wish to receive payment under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator to ensure you receive your settlement share by calling the Settlement Administrator at [REDACTED]. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

Upon the Effective Date, each Class Member who does not timely submit a valid Request for Exclusion to be excluded from the Class, will, for the Class Period, fully release and forever discharge the Released Parties from certain claims they may have as follows:

“Class Released Claims” means any and all claims for wages, statutory and civil penalties (but not PAGA Penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post-judgment interest, attorneys’ fees and costs, that were alleged in the Action, Operative Complaint, any Amended Complaint, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the Settlement Period. This includes, but is not limited to: (1) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Order; (2) failure to provide meal breaks and meal period premiums in violation of California Labor Code sections 226.7, 512(a), and applicable IWC Wage Order; (3) failure to provide rest breaks and rest period premiums in violation of California Labor Code sections 226.7 and applicable IWC Wage Order; (4) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1194.2; (5) failure to pay all wages owed at termination of employment in violation of California Labor Code sections 201, 202, and 203; (6) failure to provide complete and accurate itemized wage statements upon payment of wages in violation of California Labor Code sections 226(a), 226(e) and 226(h); (7) failure to reimburse employees for all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802; and (8) violation of Business and Professions Code section 17200, *et seq.* and California Code of Civil Procedure section 1021.5, based on the Labor Code sections alleged, and with respect to the statutory penalties claimed in the Action, Operative Complaint, and any Amended Complaint, and any source of obligation as a basis for claiming such penalties during the Class Period (“Class Released Claims”) against the Released Parties in their representative and individual capacities whether under Labor Code sections 558, 558.1, or otherwise. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar any other individual or entity from filling or pursuing the Class Released Claims against the Released Parties in any forum.

Upon the Effective Date, the LWDA, State of California and Plaintiffs as a proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA Released Claims as follows:

“PAGA Released Claims” means the release of the Released Parties by the LWDA, State of California, and by Plaintiffs NANCE and WILLIAMS as representatives of and proxies for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Labor Code section 2698, *et seq.*) or otherwise that were alleged in the PAGA Letters, Operative Complaint in the Action, and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein, whether such claims or forms of relief are known or unknown during the PAGA Period. This includes, but is not limited to: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages in violation of California Labor Code sections 510, 1194, 1197.1, 1198, and applicable Wage Order; (2) failure to provide off-duty meal breaks and pay premium pay for missed meal breaks in violation of California Labor Code sections 226.7, 512, and applicable Wage Order; (3) failure to authorize and permit off-duty paid rest breaks and pay premium pay for missed rest breaks in violation of California Labor Code section 226.7 and applicable Wage Order; (4) failure to timely pay all earned wages during employment in violation of California Labor Code section 204; (5) failure to timely pay all wages upon termination of employment in violation of California Labor Code sections 201-204; (6) failure to provide complete and accurate itemized wage statements in violation of California Labor Code sections 226, 1174, and 1176; (7) failure to provide and properly pay paid sick leave pursuant to California Labor Code section 246, *et seq.*; and (8) failure to reimburse necessary business-related expenses in violation of Labor Code sections 2800 and 2802. The release of PAGA Released Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

“Released Parties” means Defendant YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE EAST BAY, DBA YMCA OF THE EAST BAY and its present and former parents, owners, subsidiaries, and any affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives.

9. What if I do not wish to be involved?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement. To do so, you must submit a written statement requesting exclusion from the Settlement. The written statement must: (1) explicitly and unambiguously state the following statement or similar statement: “I wish to exclude myself from the settlement reached in the matter of *Christina Nance v. YMCA of the East Bay* (Case No. 23CV040009). I understand by excluding myself, I will not receive any money from the class settlement reached in this matter.”; (2) contain your name, address, and the last four digits of the Social Security number; (c) be signed by you; and (d) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. Your written statement must be mailed to the Settlement Administrator and be postmarked no later than **[RESPONSE DEADLINE]**, or it will not be considered, and you will still remain a Settlement Class Member and be bound by the Settlement.

The Settlement Administrator's address is:

ADMINISTRATOR
c/o

Class Members who are PAGA Covered Employees do not have a right to exclude themselves or object to the PAGA portion of the Settlement and will be covered by the release of claims for civil penalties under the PAGA.

Anyone who submits a timely and valid Request for Exclusion letter will not be deemed a Settlement Class Member and will not receive any payment as part of this Settlement, except for a pro-rata portion of the PAGA Payment. Such persons will keep any rights to sue Defendant and the Released Parties separately about the claims in this Action, except for the claims for civil penalties under the PAGA.

10. What if I have an objection?

Any objection to the Settlement must be in writing and include: (1) your full name (and former names, if any); (2) dates of employment; (c) last four digits your Social Security number and/or the Employee ID number; (d) reason(s) for the objection; and (e) name case number of this matter. Your written statement must be mailed to the Settlement Administrator and be postmarked no later than [RESPONSE DEADLINE]. Either of the Parties may file a responsive document to any objection with the Court. You may also appear at the Final Approval Hearing in Department 21 of the Superior Court of the State of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612 on at (Pacific Time), to have your objection heard by the Court. If you object to the settlement, you will remain a Settlement Class Member, and if the Court approves the settlement, you will be bound by the terms of the Settlement Agreement in the same way as Class Members who do not object.

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

<u>Class Counsel:</u> JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos Gharajeh 751 N. Fair Oaks Avenue, Suite 101 Pasadena, CA 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	<u>Defense Counsel:</u> LITTLER MENDELSON, P.C. Kurt R. Bockes Angela Rafoth Na Rae Kim 101 Second Street, Suite 1000 San Francisco, CA 94105 Telephone: (415) 433-1940 Fax No.: (415) 399-8490
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12. What happens next in the case?

The Settlement has only been preliminarily approved by the Court. The Court will hold a hearing in Department 21 of the Superior Court of the State of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612 [REDACTED] at [REDACTED] (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs and the costs of Settlement Administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed "Settlement Agreement" on file with the Clerk of the Court. The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612.

For further information, you may also telephone the Settlement Administrator at [REDACTED] or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Defendant for information regarding this Settlement.

4866-0914-7852.1 / 042432-1044

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CHRISTINA NANCE, individually and on
behalf of other members of the general
public similarly situated,

Plaintiff,

v.

YOUNG MEN’S CHRISTIAN
ASSOCIATION OF THE EAST BAY DBA
YMCA OF THE EAST BAY, a California
nonprofit corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. 23CV040009

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

1 Plaintiffs Christina Nance and Dereka Williams' Motion for Preliminary Approval of a
2 Class Action Settlement came before this Court for hearing on [REDACTED] at
3 [REDACTED].m. On [REDACTED], the Court issued a tentative ruling, which the
4 Parties did not contest. The Court having considered the papers submitted in support of the motion,
5 HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the settlement based on the terms set forth
7 in the executed Stipulation of Class Action Settlement and Release of Claims ("Stipulation of
8 Settlement," "Settlement" or "Settlement Agreement"), attached as **Exhibit 2** to the Declaration of
9 Douglas Han in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.
10 The Court finds that the terms of the Settlement are fair, adequate, and reasonable to the Class.

11 2. This Order incorporates by reference the definitions in the Settlement, and all
12 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
13 Settlement Agreement.

14 3. The Court finds that the Settlement falls within the range of reasonableness and
15 appears to be presumptively valid, subject only to any objections that may be raised at the Final
16 Approval Hearing and Final Approval by this Court.

17 4. The Court preliminarily finds that extensive investigation and research have been
18 conducted, such that counsel for the Parties are able to reasonably evaluate their respective
19 positions. The Court preliminarily finds that the Settlement will avoid substantial additional costs
20 to all Parties, as well as avoid the delay and risks that would be presented by the further
21 prosecution of the Action. The Court preliminarily finds that the Settlement has been reached as the
22 result of intensive, serious, and non-collusive arms-length negotiations, and has been entered into
23 in good faith. The assistance of an experienced mediator in the settlement process further confirms
24 that the Settlement is non-collusive. Finally, the Court has reviewed the monetary recovery that is
25 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards
26 made available to the members of the Settlement Class are fair, adequate, and reasonable when
27 balanced against the potential risks of further litigation relating to certification, liability, and
28 damages issues.

1 5. The following Class is preliminarily certified for settlement purposes only:

2 All current and former non-exempt California employees of the Young
3 Men's Christian Association of the East Bay ("Defendant" or "YMCA
4 of the East Bay") who were employed by the YMCA of the East Bay
 at any time between August 4, 2019 and June 5, 2024.

5 6. The Court preliminarily finds that, for settlement purposes only, the Class meets the
6 requirements for certification under section 382 of the California Code of Civil Procedure in that:
7 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
8 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
9 community of interest amongst the members of the Class with respect to the subject matter of the
10 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) the Class
11 Representatives will fairly and adequately protect the interests of the members of the Class; (e) a
12 class action is superior to other available methods for the efficient adjudication of the controversy;
13 and (f) Class Counsel is qualified to act as counsel for the Plaintiffs in their individual capacity and
14 as the representatives of the Class.

15 7. The Court provisionally appoints Douglas Han and Shunt Tatavos-Gharajeh of
16 JUSTICE LAW CORPORATION as counsel for the Class ("Class Counsel") for settlement
17 purposes only.

18 8. The Court provisionally appoints Plaintiffs Christina Nance and Dereka Williams as
19 the representatives of the Class ("Plaintiffs" or "Class Representatives") for settlement purposes
20 only.

21 9. The Court provisionally appoints [REDACTED] as the Settlement
22 Administrator.

23 10. The Court approves, both as to form and content, the Notice of Class Action
24 Settlement (in substantially the form attached as **Exhibit A** to the Settlement Agreement) ("Notice
25 Packet"). The Court finds that the Notice Packet fully and accurately informs the Class Members of
26 all material elements of the Settlement, of the Class Members' right to be excluded from the
27 Settlement by submitting a Request for Exclusion, and of each Class Member's right and
28 opportunity to object to the Settlement. The Court further finds that the dates and process selected

1 for the mailing and distribution of the Notice Packet meet the requirements of due process, provide
2 the best notice practicable under the circumstances, and constitute constitutionally due and
3 sufficient notice to all persons entitled thereto. The Court further orders the mailing of the Notice
4 Packet to the Class Members by First-Class U.S. Mail, pursuant to the terms set forth in the
5 Settlement and this Order.

6 11. The Court hereby preliminarily approves the proposed procedure for requesting
7 exclusion from, or opting out of, the Settlement. Any Class Member may choose to be excluded
8 from the Settlement as provided in the Notice and set forth in the Settlement. Any such person who
9 is a PAGA Covered Employee and who chooses to opt out of, and be excluded from the
10 Settlement, will not be entitled to any recovery under the Settlement, except for a pro-rata portion
11 of the PAGA Payment, and will not be bound by the Settlement, except for the release of civil
12 penalties under PAGA, or have any right to object to, appeal from, or comment thereon. Class
13 Members who have not submitted a timely Request for Exclusion shall be bound by the Settlement
14 Agreement and the contemplated judgment to be entered based thereon.

15 12. Within thirty (30) calendar days after the Court issues the Preliminary Approval
16 Order, Defendant shall provide to the Settlement Administrator the Class Data, as specified in the
17 Settlement.

18 13. Within fifteen (15) calendar days of receiving the Class Data from Defendant, the
19 Settlement Administrator shall mail the Notice Packet in the manner specified in the Settlement.

20 14. The Court orders that any Requests for Exclusion from the Settlement must be
21 postmarked no later than sixty (60) calendar days after the Notice Packet is initially mailed to the
22 Class Members and must be received by the Settlement Administrator to be valid.

23 15. No later than fourteen (14) calendar days after the Response Deadline, the
24 Settlement Administrator shall provide counsel for the Parties with a final list of the Class
25 Members who have timely submitted Requests for Exclusion.

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16. If more than five percent (5%) of the total number of Class Members submit timely and valid Requests for Exclusion, Defendant shall have the option to cancel the Settlement in its sole discretion. To exercise this option, Defendant must send written notification to Class Counsel within fifteen (15) days of receiving a report from the Settlement Administrator informing Defendant that the total number of timely and valid Requests for Exclusion is more than five percent (5%). Defendant must notify Class Counsel and the Court of its election to withdraw no later than fourteen (14) calendar days after receiving a report from the Settlement Administrator. A late election will have no effect.

17. Any Class Member who does not timely and validly request exclusion from the Settlement (“Settlement Class Member”) may object to the Settlement. Any objection must be signed by the Settlement Class Member and state: (a) full name of the Settlement Class Member (and former names, if any); (b) dates of employment of the Settlement Class Member; (c) last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (d) reason(s) for the objection; and (e) name case number of this matter. To be timely, the objection must be postmarked no later than sixty (60) calendar days after the Notice Packet is initially mailed to the Class. Any Class Member may also appear at the Final Approval Hearing to have her or his objection heard by the Court.

18. A Final Approval Hearing shall be held before this Court on [REDACTED] at [REDACTED] in Department 21 of the Superior Court of the State of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider the application of Class Counsel for an award of reasonable attorneys' fees and costs incurred and the proposed enhancement payments to the Class Representative. All briefs and materials in support of the Motion for an Order of Final Approval and Judgment and Application for Attorneys' Fees and Costs shall be filed with this Court on or before [REDACTED].

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19. Any party to this case, including any Class Member, may be heard in person or by counsel, to the extent allowed by the Court, in support of, or in opposition to, the Court's determination of the good faith, fairness, reasonableness, and adequacy of the proposed Settlement, the requested attorneys' fees and costs, the requested enhancement payments to the Class Representative, and any order of Final Approval and Judgment regarding such Settlement, fees, costs, and payment.

20. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as, or deemed to be in evidence for any purpose adverse to Defendant, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage.

21. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

22. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____ By: _____
Honorable Noel Wise
Judge of the Superior Court

EXHIBIT C

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ALAMEDA**
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11 CHRISTINA NANCE, individually, and
12 on behalf of other members of the general
13 public similarly situated,

14 Plaintiff,

15 v.

16 YOUNG MEN'S CHRISTIAN
17 ASSOCIATION OF THE EAST BAY DBA
18 YMCA OF THE EAST BAY, a California
19 nonprofit corporation; and DOES 1 through
20 100, inclusive,

21 Defendants.
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CASE NO. 23CV040009

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiffs Christina Nance and Dereka Williams's ("Plaintiffs") Motion for Final Approval of
3 the Class and PAGA Settlement came before this Court, the Honorable Noel Wise presiding.

4 **WHEREAS**, on _____, this Court granted preliminary approval of the
5 Stipulation of Class Action Settlement and Release of Claims ("Stipulation of Settlement" or
6 "Settlement"), attached as **Exhibit 2** to the Declaration of Douglas Han that was filed on _____.

7 **WHEREAS**, Plaintiffs have applied to the Court for an order granting final approval of the
8 Settlement.

9 **WHEREAS**, the Stipulation of Settlement sets forth the terms and conditions for the
10 proposed Settlement and for entry of an order of final approval and entry of final judgment thereon.
11 The Court having read and considered Motion for Final Approval of Class Action and PAGA
12 Settlement, Motion for Approval of Class Counsel Award and Class Representative Enhancement
13 Payments, and the supporting documents and exhibits annexed thereto including the Declarations of
14 Douglas Han, Plaintiffs Nance and Williams, and Settlement Administrator, now finds:

15 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED**

16 1. The Court has personal jurisdiction over all members of the Settlement Class and that
17 the Court has subject matter jurisdiction to approve the Settlement.

18 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in
19 compliance with California Code of Civil Procedure, the California and United States Constitutions
20 (including the due process clauses), the California Rules of Court and any other applicable law, and
21 in the best interest of each of the Parties and the Class Members and is hereby finally approved in all
22 respects.

23 3. The Parties are hereby directed to perform the terms of the Settlement as described in
24 the Settlement Agreement according to its terms and provisions.

25 4. The Settlement is binding on Plaintiffs and all other members of the Settlement Class,
26 the PAGA Covered Employees, as well as their heirs, executors and administrators, successors, and
27 assigns.

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1 5. There is/are [REDACTED] valid Requests for Exclusion. There is/are [REDACTED] objections. Finally,
2 there is/are [REDACTED] disputes.

3 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
4 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
5 questions of law and fact involved because in the context of the Settlement: (a) there are questions of
6 law and fact common to the Class Members which, as to the Settlement and all related matters,
7 predominate over any individual questions; (b) the claims of Plaintiffs are typical of the claims of the
8 Class Members; and (c) in negotiating, entering into and implementing the Settlement, Plaintiffs and
9 Plaintiffs' attorneys have fairly and adequately represented and protected the interest of the Class
10 Members.

11 7. The Court finds that the Notice Packet and notice methodology implemented pursuant
12 to this Settlement: (a) constituted the best practicable notice; (b) constituted notice that was
13 reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the
14 pendency of the Action, their right to object to or exclude themselves from the proposed Settlement
15 and their right to appear at the Final Approval Hearing; (c) were reasonable and constituted due,
16 adequate and sufficient notice to all persons entitled to receive notice; and (d) met all applicable
17 requirements of the California Code of Civil Procedure, the California and United States
18 Constitution (including the Due Process Clause), the California Rules of Court and any other
19 applicable law.

20 8. The Settlement Class is hereby made final. The Settlement Class is defined as:

21 All current and former non-exempt California employees of the Young
22 Men's Christian Association of the East Bay ("Defendant" or "YMCA
23 of the East Bay") who were employed by the YMCA of the East Bay
24 at any time between August 4, 2019 and June 5, 2024.

25 9. The Class Period is defined as the period between August 4, 2019 and June 5, 2024.

26 10. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a
27 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
28 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or

1 wrongdoing on the part of Defendant.

2 11. The Court orders that pursuant to the Settlement Agreement, and upon the Effective
3 Date of the Settlement, Plaintiffs and all Class Members who have not been timely and properly
4 excluded from the Class, and any person acting on their behalf, are deemed to have waived, released,
5 and discharged, and are permanently barred from prosecuting the Class Released Claims against
6 Defendant and all of the Released Parties as fully set forth in the Settlement Agreement.

7 12. The Court orders that pursuant to the Settlement Agreement, and upon the Effective
8 Date of the Settlement, the Labor Workforce Development Agency ("LWDA") and Plaintiffs, as
9 representatives of and proxies for the LWDA, State of California, and any person or entity acting on
10 their behalf, are deemed to have released and discharged, and are permanently barred from pursuing
11 the PAGA Released Claims against Defendant and all of the Released Parties as fully set forth in the
12 Settlement Agreement.

13 13. The Settlement Agreement provides that the Maximum Settlement Fund is Three
14 Million Dollars (\$3,000,000.00). The Net Settlement Amount shall be determined according to the
15 terms of the Settlement.

16 14. The Court orders the calculations and the payments to be made and administered in
17 accordance with the terms of the Settlement.

18 15. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
19 Settlement Class for purposes of entering into and implementing the Settlement. The Court hereby
20 confirms Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation as Class Counsel.

21 16. The Court hereby finds the unopposed application of Class Counsel for costs and
22 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of
23 all the circumstances and is hereby granted. Of the gross settlement amount, \$1,050,000.00 shall be
24 paid for attorney fees and \$.00 shall be paid for litigation costs in accordance with the
25 terms of the Settlement.

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1 17. The unopposed application of Class Counsel for a Class Representative Enhancement
2 Payments is hereby granted. Of the Gross Settlement Amount, a Service Payment of Ten Thousand
3 Dollars (\$10,000.00) each shall be allocated to Plaintiffs Christina Nance and Dereka Williams
4 (totaling \$20,000.00) in accordance with the terms of the Settlement.

5 18. The Court hereby approves a PAGA Payment in the amount of One Hundred
6 Thousand Dollars and No Cents (\$100,000.00), seventy-five percent (75%) or \$75,000.00 of which
7 shall be remitted to the California Labor and Workforce Development Agency for the resolution of
8 all PAGA Covered Employees' claims under the PAGA, California Labor Code Section 2698, *et*
9 *seq.* and twenty-five percent (25%) or Twenty-Five Thousand Dollars (\$25,000.00) of which will be
10 distributed to Class Members who were PAGA Covered Employees.

11 19. The unopposed application of Class Counsel for claims administration fees to
12 is hereby granted. Of the Gross Settlement Amount, \$.00 shall be paid for
13 Settlement Administration Costs in accordance with the terms of the Settlement.

14 20. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees,
15 or for any other charge, expense, or liability, except as provided for in the Settlement.

16 21. The Court hereby grants and authorizes the Parties, without further approval from the
17 Court, to agree to and to adopt such amendments, modifications and expansions of this Settlement
18 and all exhibits attached hereto as: (a) are consistent with the Final Judgment; and (b) do not limit
19 the rights of members of the Settlement Class under the Settlement.

20 22. Final Judgment is hereby entered pursuant to the terms of the Settlement.

21 23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. section 664.6, the
22 Court shall retain jurisdiction of this Action, the Parties, and the Settlement Class, as well as the
23 administration and enforcement of the terms of the Settlement of the Action to enforce the terms of
24 the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing
25 jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and
26 enforcement of the Settlement. Any disputes or controversies arising with respect to the
27 interpretation, consummation, enforcement, or implementation of the Settlement not resolved by the
28 Claims Administrator shall be presented by motion to the Court; provided however, that nothing in

1 this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement
2 pursuant to the terms of the Settlement Agreement.

3 24. The Final Order shall constitute a Final Judgment.

4 25. The Court hereby dismisses the Action (including all individual claims and Released
5 Claims presented thereby) with prejudice, without fees or costs to any party except as provided by
6 the Settlement.

7
8 **DATED:** _____

The Honorable Noel Wise
Judge of the Superior Court

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic address is manderson@justicelawcorp.com.

On August 14, 2024, I served the foregoing document described as

STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

for the following case: **Nance, et al. v. Young Men's Christian Association of the East Bay dba YMCA of the East Bay**
LWDA/Court Case No.: **LWDA Case No.: CM-1017849-24**
Court Case No.: 23CV040009
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 14, 2024, at Pasadena, California.



Mariah Anderson