

FILED
Superior Court of California
County of Alameda

06/09/2025

Clad File, Executive Officer / Clerk of the Court

By: T. Smith Deputy

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
CHRISTOPHER PETERSEN (SBN 260631)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiffs

**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

Assigned for All Purposes to:
Honorable Somnath Raj Chatterjee
Department 21

CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

[Reservation ID: 400513685616]

Hearing Date: May 27, 2025
Hearing Time: 1:30 p.m.
Hearing Place: Department 21

Complaint Filed: August 4, 2023
FAC Filed: April 29, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Christina Nance and Dereka
2 Williams’ (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, and considering
3 papers submitted in support, including the Amended Stipulation of Class Action Settlement and
4 Release of Claims (“Settlement Agreement,” “Settlement,” or “Agreement”), **FINDS AND**
5 **ORDERS:**

6 On October 21, 2024, Plaintiffs and Defendant Young Men’s Christian Association of the
7 East Bay (“Defendant”) entered the Settlement Agreement.

8 On December 17, 2024, the Court entered an order preliminarily approving the settlement
9 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure
10 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
11 Class Members with an opportunity to object to the Settlement or exclude themselves from the
12 Class, and scheduling a Final Approval Hearing.

13 On May 27, 2025, the Court held a Final Approval Hearing.

14 1. Incorporation of Other Documents. This Order of Final Approval and
15 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
16 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
17 set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
19 Members have been given the opportunity to request exclusion from the Class, the Court has
20 personal jurisdiction over the claims of all Class Members. The Court has subject matter
21 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
22 certification of the Class.

23 3. Final Class Certification. The Court finds that the Class satisfies all
24 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
25 process. Accordingly, the Court certifies the Class consisting of all current and former non-
26 exempt California employees of Defendant who were employed by Defendant at any time
27 between August 4, 2019 and June 5, 2024 (“Class,” “Class Members,” and “Class Period”).
28

1 There are 2,940 Class Members who did not timely submit valid Requests for Exclusion to be
2 excluded from the Class (“Settlement Class Members”).¹

3 4. Adequacy of Representation. Class Counsel fully and adequately
4 represented the Class in entering and implementing the Settlement and satisfied the requirements
5 of Code of Civil Procedure section 382.

6 5. Notice Packet. The Court finds that the Notice of Class Action Settlement
7 (“Notice Packet”) and its distribution to Class Members have been implemented pursuant to the
8 Agreement and Preliminary Approval Order. The Court finds that the Notice Packet:

- 9 a. Constitutes notice reasonably calculated to apprise the Class Members of:
10 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
11 Settlement and their rights; (iii) their right to object to any aspect of the
12 Agreement; (iv) their right to exclude themselves from the Settlement;
13 (v) their right to receive settlement payments; (vi) their right to appear at
14 the Final Approval Hearing; and (vii) the binding effect of the orders and
15 judgment in this lawsuit on all Settlement Class Members;
16 b. Constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;
18 c. Constitutes the best practicable notice to Class Members under the
19 circumstances of this lawsuit; and
20 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

21 6. Final Settlement Approval. The terms and provisions of the Agreement
22 have been entered into in good faith, resulting from arm’s-length negotiations by experienced
23 counsel who have carried out a meaningfully investigated the disputed claims. The Settlement
24 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
25 adequate, and in the best interests of the Parties. The Parties shall implement the Settlement
26 Agreement according to its terms and provisions.

27
28 ¹ The Settlement Administrator mailed Notice Packets to 2,947 Class Members and
received seven (7) requests for exclusion. As a result, there are 2,940 Settlement Class

1 7. Enforcement of Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement Agreement.

3 8. Binding Effect. The terms and provisions of the Settlement Agreement
4 and this Order and Judgment are binding on Plaintiffs, Settlement Class Members, Private
5 Attorneys General Act of 2004 (“PAGA”) Covered Employees, and their spouses, heirs,
6 registered domestic partners, executors, administrators, successors, and assigns. Those terms
7 shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or
8 other proceedings maintained by or on behalf of any such persons to the extent those claims,
9 lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit
10 and are encompassed by the Class Released Claims and PAGA Released Claims.

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

15 a. PAGA Release by Plaintiffs and California Labor and Workforce
16 Development Agency (“LWDA”). Upon the Effective Date, the LWDA,
17 State of California, and Plaintiffs as representatives of and proxies for the
18 LWDA, are deemed to release, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, the Released Parties from the
21 PAGA Released Claims.

22 b. General Release By Plaintiffs. In addition to the Class Released Claims,
23 described above, in exchange for the consideration recited in this
24 Agreement, including but not limited to the Class Representative
25 Enhancement Payments, Plaintiffs, for themselves and for any decedent,
26 heirs, legal representatives, successors and assigns, provide a general
27 release to the Released Parties. Furthermore, Plaintiffs shall be deemed to
28

Members.

1 have expressly waived and relinquished, to the fullest extent permitted by
2 law, the provisions, rights, and benefits Plaintiffs may have had pursuant
3 to section 1542 of the Civil Code.

- 4 c. Released Parties. The Released Parties include Defendant and its present
5 and former parents, owners, subsidiaries, and any affiliated or related
6 persons or entities, and each of their respective officers, directors,
7 employees, partners, shareholders, attorneys, and agents, and any other
8 successors, assigns, or legal representatives.

9 10. Class Counsel Award. The Court finds the attorneys' fees of ^{900,000}~~\$1,050,000~~,
10 to be reasonable and appropriate. The Court finds the attorneys' costs for reimbursement of
11 actual litigation costs of \$24,436.48, to be reasonable and appropriate. Such fees and costs are to
12 be paid pursuant to the Settlement terms and provisions. Defendant shall not be required to pay
13 for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or
14 any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required
15 to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by Plaintiffs or
16 Class Members in connection with or related to this lawsuit, Settlement, settlement
17 administration, and/or Class Released Claims and PAGA Released Claims.

- 18 a. Courts have an independent right and responsibility to review attorneys'
19 fees and only award so much as determined reasonable. (*Garabedian v.*
20 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-
21 128.) The attorneys' fees of \$1,050,000 (35% of the Maximum Settlement
22 Amount) are supported by the percentage fee method. (*Laffitte v. Robert*
23 *Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results
24 achieved, financial risk undertaken, difficulty of this litigation, skills
25 required, percentage fees awarded in other cases, and contingent fees
26 charged in the private marketplace, the Court finds that the attorneys' fees
27 is reasonable and is approved.

28 ///

b. The Court reviewed the Declaration of Douglas Han regarding costs expended in prosecuting this case. Pursuant to the Settlement, Class Counsel may seek reimbursement of up to \$30,000 in litigation costs. The Court finds that Class Counsel expended \$24,436.48 in litigation costs and that such costs were reasonable. Thus, the Court approves the attorneys' costs of \$24,436.48 as reimbursement of Class Counsel's litigation costs.

11. Class Representative Enhancement Payments. The Court finds the Class Representative Enhancement Payments of ^{7,500}~~\$10,000~~, to be paid to each Plaintiff ~~out of the~~ ~~Maximum Settlement Amount (totaling \$20,000)~~, to be reasonable and appropriate. The Class Representative Enhancement Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The rationale for making enhancement payments is that class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. Criteria courts consider include: (i) class representative risk in commencing suit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court reviewed Plaintiffs' declarations outlining their involvement in this case. Given the risks inherent in serving as class representatives, duration of the case, time involved, and benefits created for the Class, the Court approves the Class Representative Enhancement Payments of ^{7,500}~~\$10,000~~ to be paid to each Plaintiff.

12. Settlement Administration Costs. The Court finds the Settlement Administration Costs of \$27,950, to be paid to the Settlement Administrator from the Maximum Settlement Amount, to be reasonable and appropriate. The Settlement Administration Costs is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

///

a. The Court reviewed the Declaration of Yami Burns from Phoenix Class Action Administration Solutions, the Court-approved Settlement Administrator. The Court finds that notice provided to the Class pursuant to the Preliminary Approval Order constitutes the best practicable notice to the Class and satisfied due process. The Court approves the Settlement Administration Costs of \$27,950 for the Settlement Administrator's services in administering the Settlement.

13. PAGA Payment. The Court finds the PAGA Payment of \$100,000, seventy-five percent (75%) of which (\$75,000) will be paid to the California Labor and Workforce Development Agency out of the Maximum Settlement Amount and twenty-five percent (25%) of which (\$25,000) will be distributed to the PAGA Covered Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiffs contend that the Settlement was the product of arm's-length negotiations following litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of Deborah Saxe, an experienced, well-respected mediator.

a. There were no objections to and only seven (7) requests for exclusion from the Settlement, displaying the fairness of the Settlement. The Class Members who request exclusion are Medina K. Bey, Silvana Da Costa Moreira Dochnal, Ester Lastimosa, Cecilia Morales, Carolina Antunez, Doria L. Mueller-Beilschmidt, and Nicholas Riordan.

b. The fairness of the Settlement is further shown by the gross *average* Individual Settlement Payment being approximately \$604.63, and the gross *highest* Individual Settlement Payment being about \$3,104.46.

///

///

1 15. Funding the Maximum Settlement Amount. No later than (15) business
2 days after the Effective Date, Defendant shall provide the Maximum Settlement Amount to the
3 Settlement Administrator. No later than fifteen (15) calendar days after the Maximum Settlement
4 Amount is provided to the Settlement Administrator, the Settlement Administrator will mail the
5 settlement payments to the appropriate persons and entities.

6 16. Uncashed Checks. The Class Members must cash or deposit their
7 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
8 Uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient California
9 Court Appointed Special Advocate (CASA) Association.

10 17. Final Accounting and Compliance. The Court sets a Compliance Hearing
11 for April 28, 2026 in Department 21. At least five (5) court days before this hearing, Plaintiffs
12 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
13 compliance status report shall specify the total amount paid to Class Members and residual of the
14 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
15 in the Agreement, along with a proposed amended judgment to facilitate this payment.

16 a. Holdback Provision. Ten percent (10%) of the attorneys' fees (\$105,000)
17 shall be held in an interest-bearing account, maintained by the
18 Administrator, pending the submission and approval of a final compliance
19 status report after completion of the distribution process.

20 18. Modification of the Settlement Agreement. The Settlement Agreement
21 may be amended or modified only by a written instrument signed by all Parties and their counsel
22 or their representatives/successors-in-interest. Such amendments or modifications shall be
23 consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members
24 under the Settlement Agreement.

25 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
26 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
27 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
28 and for any other necessary purpose, including, without limitation:

- 1 a. Entering such additional orders as may be necessary or appropriate to
2 protect or effectuate this Order and Judgment approving the Settlement
3 Agreement, and permanently enjoining Plaintiffs from initiating or
4 pursuing related proceedings, or to ensure the fair and orderly
5 administration of the Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and
7 resolving any disputes, claims, or causes of action in this lawsuit that, in
8 whole or in part, are related to or arise out of the Settlement Agreement or
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and
11 effectuate this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Award, and
13 Class Representative Enhancement Payments is GRANTED. The Settlement Administrator is
14 directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
16 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
17 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
18 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
20 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21 IT IS SO ORDERED.

22
23 DATED: 06-09-2025

24 
25 HONORABLE SOMNATH RAJ CHATTERJEE
26 SUPERIOR COURT JUDGE
27 **Somnath Raj Chatterjee / Judge**
28

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

**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 June 13, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

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 June 13, 2025, at Pasadena, California.



Mariah Anderson