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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

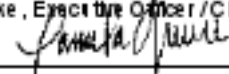
CLASS ACTION

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

FILED
Superior Court of California
County of Alameda
06/12/2025
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy
P. Greene

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 Somnath Raj Chatterjee
4 presiding.

5 **WHEREAS**, on December 17, 2024, this Court granted preliminary approval of the
6 Stipulation of Class Action Settlement and Release of Claims (“Stipulation of Settlement” or
7 “Settlement”), attached as **Exhibit 3** to the Supplemental Declaration of Douglas Han that was filed
8 on October 22, 2024.

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

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

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

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

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

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

26 4. The Settlement is binding on Plaintiffs and all Settlement Class Members,
27 PAGA Covered Employees, as well as their heirs, executors and administrators, successors, and
28 assigns.

1 5. There are seven (7) valid Requests for Exclusion from Medina K. Bey,
2 Silvana Da Costa Moreira Dochnal, Ester Lastimosa, Cecilia Morales, Carolina Antunez, Doria L.
3 Mueller-Beilschmidt, and Nicholas Riordan. There are no objections. Finally, there are no disputes.¹

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

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

19 8. The Class is hereby made final. The Class is defined as:

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

23 9. The Class Period is defined as the period between August 4, 2019 and June 5,
24 2024.

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

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

6 11. The Court orders that upon the Effective Date, Settlement Class Members
7 (including Plaintiffs), on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and
9 forever discharge the Released Parties from the Class Released Claims.

10 12. The Court orders that upon the Effective Date, the California Labor and
11 Workforce Development Agency ("LWDA"), State of California, and Plaintiffs as representatives of
12 and proxies for the LWDA, are deemed to release, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 the Released Parties from the PAGA Released Claims.

15 13. The Settlement provides that the Maximum Settlement Amount is \$3,000,000.
16 The Net Settlement Amount shall be determined according to the terms of the Settlement.

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

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

22 16. The Court finds the unopposed application of Class Counsel for costs and
23 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable
24 considering all the circumstances and is hereby granted. Of the gross settlement amount, \$900,000
25 shall be paid for attorney fees and \$24,436.48 shall be paid for litigation costs in accordance with the
26 terms of the Settlement.

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1 a. Ten percent (10%) of the attorneys' fees (\$90,000) shall be held in an interest-
2 bearing account, maintained by the Settlement Administrator, pending the
3 submission and approval of a final compliance status report after completion
4 of the distribution process.

5 17. The unopposed application of Class Counsel for a Class Representative
6 Enhancement Payments is granted. Of the Gross Settlement Amount, a Service Payment of \$7,500
7 each shall be allocated to Plaintiffs Christina Nance and Dereka Williams (totaling \$15,000) in
8 accordance with the terms of the Settlement.

9 18. The unopposed application of Class Counsel for claims administration fees to
10 \$27,950 is granted. Of the Gross Settlement Amount, \$27,950 shall be paid for Settlement
11 Administration Costs in accordance with the terms of the Settlement.

12 19. The Court approves a PAGA Payment in the amount of \$100,000, seventy-
13 five percent (75%) or \$75,000 of which shall be remitted to the LWDA for the resolution of all
14 PAGA Covered Employees' claims under the PAGA, Labor Code Section 2698, *et seq.* and twenty-
15 five percent (25%) or \$25,000 of which will be distributed to the PAGA Covered Employees.

16 20. No later than (15) business days after the Effective Date, Defendant shall
17 provide the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement.
18 No later than fifteen (15) calendar days after the Maximum Settlement Amount is provided to the
19 Settlement Administrator, the Settlement Administrator will mail the settlement payments to the
20 appropriate persons and entities.

21 21. The Class Members must cash or deposit their settlement checks within one
22 hundred twenty (120) calendar days after the checks are issued. ^{After court approval of accounting,} Uncashed settlement checks will be
23 canceled and transmitted to the *cy pres* recipient California Court Appointed Special Advocate
24 (CASA) Association.

25 22. The Court sets a Compliance Hearing for March 3, 2026 in Department 21. At
26 least five (5) court days before this hearing, Plaintiffs shall file a compliance status report. Pursuant
27 to Code of Civil Procedure section 384, the compliance status report shall specify the total amount
28 paid to Class Members and residual of the unclaimed settlement funds that will be paid to the entity

1 identified as the recipient of such funds in the Agreement, along with a proposed amended judgment
2 to facilitate this payment.

3 23. Defendant shall have no further liability for costs, expenses, interest,
4 attorneys' fees, or for any other charge, expense, or liability, except as provided for in the
5 Settlement.

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

10 25. Pursuant to Rule of Court Rule 3.769(h) and Code of Civil Procedure section
11 664.6, the Court shall retain jurisdiction of this Action, Parties, and Class, as well as the
12 administration and enforcement of the terms of the Settlement of the Action to enforce the terms of
13 the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing
14 jurisdiction over the Action, Parties, and Class, as well as the administration and enforcement of the
15 Settlement. Any disputes or controversies arising with respect to the interpretation, consummation,
16 enforcement, or implementation of the Settlement not resolved by the administration shall be
17 presented by motion to the Court provided that nothing in this shall restrict the ability of the Parties
18 to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement.

19 26. The Final Order shall constitute a Final Judgment. Final Judgment is entered
20 pursuant to the terms of the Settlement.

21
22 **DATED:** 6/12/2025

23 
24 The Honorable Somnath Raj Chatterjee
25 Judge of the Superior Court
26 **Somnath Raj Chatterjee / Judge**
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**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

**AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA
SETTLEMENT AND ENTERING 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