

07/23/2026

Clad Fike, Executive Officer / Clerk of the Court

By: Thomas Deputy

G. Cooper

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

YULISSA MEDINA, on behalf of herself
and "aggrieved" employees pursuant to
Labor Code section 2698, et seq.,

Plaintiff,

vs.

24 HOUR FITNESS USA, LLC., a
California limited liability company; and
DOES 1-10, inclusive.

Defendants.

Case No. 24CV089740

Assigned to Hon. Mark Fickes, Dept. 518

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

DATE: July 23, 2026

TIME: 2:30 p.m.

DEPT.: 518

Reservation ID: 238179068951

Action Filed: August 30, 2024

1 Plaintiffs' Motion for an Order Granting Final Approval of Class and PAGA Representative
2 Action Settlement came before this Court on July 23, 2026. The above-captioned Action is a class
3 action and Private Attorneys General Act ("PAGA") representative action lawsuit brought by
4 Plaintiffs Yulissa Medina, Bruno Cruz, Desiree Cumpian, and Evelyn Pasquel-Herrera
5 ("Plaintiffs") against Defendant 24 Hour Fitness USA, LLC ("Defendant") (collectively, the
6 "Parties"). Plaintiffs generally allege, on behalf of a class and allegedly "aggrieved employees" of
7 Defendant's current and former employees in California, that Defendant failed to pay all minimum,
8 regular, and overtime wages due, failed to provide meal and rest periods, failed to reimburse
9 business expenses, failed to comply with itemized employee wage statement provisions, and failed
10 to timely pay wages at the separation of employment and engaged in related violations of the
11 California Labor Code. Defendant denies any and all alleged wrongdoing, and further denies any
12 liability to the Plaintiffs or to members of the Class or PAGA Members. Defendant contends that
13 it has complied at all times with California law, including the California Labor Code, the Industrial
14 Commission Wage Orders, and the California Business and Professions Code.

15 On March 6, 2026, this Court entered an Order Granting Preliminary Approval of
16 Settlement, resulting in certification of the following provisional Settlement Class for settlement
17 purposes only: all hourly or non-exempt current and former employees employed by Defendant in
18 the State of California during the Class Period (May 2, 2021 through July 1, 2025).

19 That Order further directed the Parties to provide Notice to the Class, which informed absent
20 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
21 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
22 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
23 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
24 procedures to exercise that right; and (e) an explanation of the procedures for class members to
25 participate in the proposed settlement.

1 The Court, upon Notice having been given as required in the Preliminary Approval Order,
2 and having considered the Stipulation of Settlement and Release (the "Settlement"), as well as all
3 papers filed, hereby **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

4 1. This Order and Judgment hereby adopts and incorporates the terms and conditions
5 of the Settlement, together with the definitions used and contained therein.

6 2. This Court has jurisdiction over the subject matter of the Action and over all Parties
7 to the Action, including all members of the Settlement Class and PAGA Members.

8 3. The Court finds that the Settlement Class is properly certified for settlement
9 purposes only.

10 4. The Notice provided to the Settlement Class conforms with the requirements of
11 California Code of Civil Procedure section 382, California Civil Code section 1781, California
12 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
13 applicable law, and constitutes the best notice practicable under the circumstances, by providing
14 individual notice to all Class Members who could be identified through reasonable effort, and by
15 providing due and adequate notice of the proceedings and of the matters set forth therein to the
16 Class Members. The notice fully satisfied the requirements of due process.

17 5. The Court finds the settlement was entered into in good faith, that the settlement is
18 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
19 requirements for final approval of this class action and PAGA representative action settlement
20 under California law, including the provisions of California Code of Civil Procedure section 382
21 and California Rules of Court, Rule 3.769.

22 6. The Court approves the Maximum Settlement Amount of Three Million Twenty-
23 Six Thousand Dollars and Zero Cents (\$3,026,000.00).

24 7. The Court finds that there was only one (1) Class Member who submitted a written
25 objection to the terms of the Settlement. The Court finds that this one objection is without merit
26 and is overruled.

1 8. The Court further finds that the only Class Members who submitted valid and timely
2 Opt Out Requests were (a) Sonny M. Lavatai; (b) Dawn C. Stone; (c) Marcklas B. Eatmon; and (d)
3 Sydney M. Forshey. As described further below, these persons shall not be bound by the terms of
4 the class action settlement but shall be bound by the terms of the PAGA settlement. These persons
5 shall not recover any class settlement payment but shall recover their respective portions of the
6 PAGA settlement payment to aggrieved employees.

7 9. Upon entry of this Order, compensation to qualified Settlement Class Members shall
8 be affected pursuant to the terms of the Settlement.

9 10. In addition to any recovery that Plaintiffs may receive from the Net Settlement
10 Amount, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class and in
11 exchange for a general release of any and all claims against Defendant, the Court hereby approves
12 the payment of a Service Payment to Plaintiffs Yulissa Medina, Bruno Cruz, Desiree Cumpian, and
13 Evelyn Pasquel-Herrera in the amount of Twenty Thousand Dollars (\$20,000) each. These amounts
14 shall be paid from the Maximum Settlement Amount.

15 11. The Court hereby confirms Evan S. Gaines of Gaines Law Corporation, Ayse Kent
16 of AK Employment Law Office, PC, John G. Yslas of Wilshire Law Firm, and Emil Davtyan,
17 David Yeremian, Roman Shkodnik, and Mason Doidge of D.Law as Class Counsel.

18 12. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
19 One Million Eighty Thousand Five Hundred Sixty-Five Dollars and Eighty Cents (\$1,008,565.80),
20 and the reimbursement of litigation expenses in the sum of Fourteen Thousand Seven Hundred
21 Eighty-Eight Dollars and Six Cents (\$14,788.06). These amounts shall be paid from the Maximum
22 Settlement Amount. Ten percent (10%) of any fee award shall be kept in CPT Group, Inc.'s trust
23 fund until the completion of the distribution process and Court approval of a final accounting.

24 13. The Court approves and orders payment in the amount of Sixty-Seven Thousand
25 Five Hundred Dollars (\$67,500) to CPT Group, Inc. for performance of its settlement
26 administration services. This shall be paid from the Maximum Settlement Amount.

1 14. Upon the entry of this Order and Judgment, and subject to the occurrence of the
2 Effective Date of the Settlement, Plaintiffs and all Class Members, with the exception of the four
3 (4) Class Members who submitted valid and timely Opt Out Requests as noted above, shall be
4 deemed to have released all of the Released Parties from all of the Released Class Claims as more
5 fully defined in the Settlement.

6 15. The Court orders that settlement checks made to Class Members and Aggrieved
7 Employees are void one hundred and twenty (120) days after mailing.

8 16. Upon the entry of this Order and Judgment, and subject to the occurrence of the
9 Effective Date of the Settlement, Plaintiffs shall be deemed to have released the Released Parties
10 from the Class Representatives' Released Claims as more fully defined in the Settlement.

11 17. The Court finds that Plaintiffs exhausted all administrative remedies required to
12 bring the PAGA claims asserted in this Action and are authorized to act as private attorneys general
13 with respect to the PAGA claims being released under the terms of the Settlement.

14 18. The Court finds that the California Labor and Workforce Development Agency
15 ("LWDA") was provided with notice of the Settlement and the motion for approval via its online
16 process and no objection has been received to the settlement or the motion from the LWDA.

17 19. The Court approves the PAGA Payment of One Hundred Fifty Thousand Dollars
18 (\$151,000) and orders distribution in the amount of One Hundred Thirteen Thousand Two Hundred
19 Fifty Dollars (\$113,250) to the LWDA for its 75% share of PAGA penalties. The remaining
20 Twenty-Five Percent (25%), or Thirty-Seven Thousand Seven Hundred Fifty Dollars (\$37,750),
21 shall be distributed to Aggrieved Employees pursuant to the Settlement.. This shall be paid from
22 the Maximum Settlement Amount.

23 20. Upon the entry of this Order and Judgment, and subject to the occurrence of the
24 Effective Date of the Settlement, Plaintiffs and all PAGA Members, shall be deemed to have
25 released the Released Parties from the Released PAGA Claims as more fully defined in the
26 Settlement. Notwithstanding the submission of an Opt-Out Request, Settlement Class Members
27 who are also PAGA Members are still bound by the Settlement's Released PAGA Claims, as
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1 requests to be excluded from the Settlement Class do not apply to the PAGA portion of the
2 Settlement.

3 21. All PAGA claims alleged in the Action are hereby dismissed with prejudice.

4 22. The Settlement is finally approved but does not constitute any admission by
5 Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of
6 any violation of law. Neither the Settlement nor any related document shall be offered or received
7 in evidence in any civil, criminal, or administrative action or proceeding other than such a
8 proceeding as may be necessary, and solely for the purpose, to consummate or enforce the
9 Settlement.

10 23. Upon completion of administration of the Settlement, the parties shall file a
11 declaration stating that claims have been paid and that the terms of the settlement have been
12 completed.

13 24. This "Judgment" is intended to be a final disposition of the above captioned action
14 in its entirety and is intended to be immediately appealable.

15 25. This Court shall retain jurisdiction pursuant to Code of Civil Procedure § 664.6 and
16 California Rules of Court 3.769(h) and as otherwise allowed by law with respect to all matters
17 related to the administration and consummation of the settlement, and any and all claims, asserted
18 in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all
19 matters related to the settlement and the determination of all controversies relating thereto.

20 26. The Court sets a Compliance Hearing on final distribution for January 27, 2027 at
21 2:30 p.m. in Department 518.

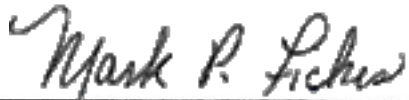
22 27. The Court approves East Bay Children's Law Offices as a *cy pres* beneficiary for
23 unclaimed funds. The Court orders that funds not be distributed to the *cy pres* beneficiary until
24 after Court approval of a final accounting. If the distribution is completed, the Court will at that
25 time release funds to the *cy pres* beneficiary and any hold-back of attorney fees. If there are
26 significant uncashed checks after the initial distribution, then Class Counsel may propose a second
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1 distribution to the persons who cashed the first checks. Based on information provided by the
2 Settlement Administrator, the Court might order a second distribution.

3 28. At the time of the final accounting, Class Counsel shall transmit the Order, Final
4 Judgment, and Final Accounting to the Judicial Council as required by C.C.P. section 384.5 and
5 Government Code section 68520.

6 **IT IS SO ORDERED.**

7
8 Dated: 07/23/2026


JUDGE OF THE SUPERIOR COURT

Mark Fickes / Judge