

FILED/ ENDORSED

MAR 27 2023

By J. Shaddix, Deputy Clerk

1 William L. Marder (SBN 170131)
bill@polarislawgroup.com
2 Polaris Law Group
501 San Benito Street, Suite 200
3 Hollister, CA 95023
Telephone: (831) 531-4214
4 Facsimile: (831) 634-0333

5 Dennis S. Hyun (SBN 224240)
dhyun@hyunlegal.com
6 HYUN LEGAL APC
515 S. Figueroa Street, Suite 1250
7 Los Angeles, CA 9007
Telephone: (213) 488- 6555
8 Facsimile: (213) 488-6554

9 Majed Dakak (SBN 271875)
mdakak@bkslaw.com
10 KESSELMAN BRANTLY STOCKINGER LLP
1230 Rosecrans Avenue, Suite 400
11 Manhattan Beach, CA 90266
Phone: (310) 307-4555
12 Facsimile: (310) 307-4570

13 Attorneys for Plaintiff and the Putative Class

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SACRAMENTO

16 CARLA ZAYAC, on behalf of herself and other
similarly situated and as a proxy for the State of
17 California,

18 Plaintiff,

19 vs.

20 SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation;
21 SUTTER VALLEY HOSPITALS, a California
corporation; and DOES 1 through 50, inclusive,
22

23 Defendants.
24
25
26
27
28

Case No. 34-2021-00293728

[Assigned for all purposes to Department 28,
Hon. Lauri A. Damrell]

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

Date: March 17, 2023
Time: 9:00 a.m.
Department: 28

Reservation No.: 2707268
Complaint Filed: February 2, 2021
FAC Filed: March 3, 2021

1 Plaintiff Carla Zayac's motion for an Order Granting Preliminary Approval of Class Action
2 Settlement hearing was held before this Court on March 17, 2023.

3 **I. RECITALS**

4 1. On or about November 25, 2020, Plaintiff sent written notice to Defendant Sutter Valley
5 Medical Foundation and to the California Labor and Workforce Development Agency ("LWDA") of
6 Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 246, and 512, pursuant to Labor Code §
7 2698, *et seq.* On that basis, on February 2, 2021, Plaintiff filed her initial Complaint in this Action in the
8 Sacramento County Superior Court as a Class Action asserting Violation of Labor Code § 201, 233, 246;
9 Violation of Labor Code § 226; Violation of Labor Code § 226.7 & 512; and Violation of Business &
10 Professions Code § 17200, *et seq.* On or about February 12, 2021, Plaintiff sent written notice to Sutter
11 Valley Hospitals and the LWDA adding Sutter Valley Hospitals as a respondent to the Private Attorneys
12 General Act (the "PAGA") claims. The initial Complaint also made claims by Plaintiff and on behalf of
13 herself and all others similarly situated under Labor Code § 2698, *et seq.* ("PAGA Action"). The PAGA
14 Action also alleges the same Labor Code violations as a proxy for the State of California pursuant to the
15 Labor Code Private Attorneys General Act of 2004 ("PAGA"). On March 3, 2021, Plaintiff filed a First
16 Amended Complaint adding another potential defendant, Sutter Valley Hospitals.

17 2. On September 9, 2022, the Parties participated in a full-day, arms-length mediation
18 before Michael J. Loeb of JAMS. With the assistance of the mediator, the Parties were able to come to a
19 settlement of the claims in the Action, subject to the Court's approval. The settlement was
20 memorialized in a Memorandum of Understanding, subject to later completion of a long-form
21 Settlement Agreement. The Parties were able to negotiate the settlement terms in the Joint Stipulation of
22 Class Action and PAGA Settlement and Release (the "Agreement"). As set forth in the Agreement, the
23 Parties have specifically excluded any and all claims for meal and rest period violations from the Class
24 Members' and PAGA Released Claims.

25 **II. FINDINGS**

26 3. The Court conditionally certifies the following Class: all non-exempt current or former
27 employees of Defendant in the State of California who recorded paid sick leave in at least one
28 workweek and also received, in that same workweek, nondiscretionary remuneration other than base

1 hourly wages from August 8, 2016 through the Class Period End Date (defined as the date on which the
2 Court enters its Preliminary Approval Order).

3 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
4 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
5 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
6 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
7 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
8 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
9 also appears that investigation, research, and proceedings have been conducted so that counsel for the
10 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
11 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
12 would be presented by the further prosecution of the action. It also appears that settlement has been
13 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

14 **III. ORDERS**

15 After considering the papers and evidence, arguments of counsel, and all other matters presented
16 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

17 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
18 Settlement and Release ("Agreement") submitted by the Parties. The Agreement appears to be fair,
19 adequate, and reasonable to the Class.

20 6. The Court appoints and designates: (a) Plaintiff Carla Zayac as Class Representative, and
21 (b) William L. Marder of Polaris Law Group, Majed Dakak of Kesselman Brantly Stockinger LLP, and
22 Dennis S. Hyun of Hyun Legal APC as Class Counsel for the Class. Class Counsel is authorized to act
23 on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant
24 to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any
25 Class Member may enter an appearance through his or her own counsel at such Class Member's own
26 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will
27 be represented by Class Counsel.

1 7. A final fairness hearing on the question of whether the proposed Agreement, the
2 allocation of Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the
3 Class Counsel Award for attorneys' fees and litigation costs, the Class Representative Service Award,
4 and the Settlement Administration Costs should be finally approved as fair, reasonable, and adequate as
5 to the members of the Class is set for August 25, 2023, at 9:00 a.m. in this Court.

6 8. The Court hereby approves, as to form and content, the Notice of Pendency of Class
7 Action Settlement and Final Hearing ("Class Notice"), which was revised pursuant to this Court's
8 Tentative Ruling. True and correct copies of the clean and redlined Class Notice are attached as
9 Exhibits A and B hereto, respectively. The Court finds that distribution of the Class Notice to Class
10 Members substantially in the manner and form set forth in the Agreement and this Order meets the
11 requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

12 9. The Court appoints and designates Phoenix Settlement Administrators as the
13 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
14 Members using the procedures set forth in the Agreement.

15 10. Any Class Member may choose to opt out of and be excluded from the settlement as
16 provided in the Agreement and Notice Packet and by following the instructions for requesting exclusion.
17 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
18 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
19 signed by each such Class Member opting out and must otherwise comply with the requirements
20 delineated in the Notice Packet. Class Members who have not requested exclusion by submitting a valid
21 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
22 Judgment.

23 11. Any Class Member may object to the Agreement or express his or her views regarding
24 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
25 issues to be heard and determined by the Court as provided in the Agreement and Class Notice.

26 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
27 sixteen (16) court days before the final fairness hearing.

1 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
2 and all dates provided for in the Agreement without further notice to the Class. The Court retains
3 jurisdiction to consider all further applications arising out of or connected with the Agreement.

4 14. Should for whatever reason final approval is not granted, the fact that the Parties were
5 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
6 of whether a class should be certified in a non-settlement context.

7 **IT IS SO ORDERED.**

8 DATED: March 27, 2023



[Signature]
THE HONORABLE LAURI A. DAMRELL

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

**CARLA ZAYAC, on behalf of herself and
others similarly situated and as a proxy for the
State of California,**

Plaintiffs,

vs.

**SUTTER VALLEY HOSPITALS, a California
Corporation; and DOES 1 through 50, inclusive,**

Defendants.

Case No. 34-2021-00293728

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

Judge: Hon. Lauri A. Damrell
Dept: 28

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
ARISING FROM YOUR EMPLOYMENT BY SUTTER VALLEY HOSPITALS**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement of a lawsuit will pay money to certain non-exempt employees who have been employed by Sutter Valley Hospitals ("Sutter") from August 8, 2016 through [*Preliminary Approval Date*].
- The Settlement resolves a class action lawsuit alleging various wage and hour claims brought against Sutter on behalf Sutter's non-exempt employees who were employed during this time period and who received certain paid sick leave payments.
- The Settlement also resolves claims for penalties that have been brought on behalf of the State of California under California's Private Attorneys General Act ("PAGA").
- The Settlement avoids the costs and risks of continuing the lawsuit; pays money to employees; and releases Sutter from liability.
- Sutter expressly denies all of the claims in the lawsuit and denies any wrongdoing or liability. The two sides disagree on how much money – if any – could have been awarded if employees won at trial.
- **YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You need not take any action if you wish to receive your settlement payment. If the Settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator, _____. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Get no class settlement payment. Send a letter to the Settlement Administrator, as explained below, making clear you wish to exclude yourself from the Settlement. This is the only option that allows you to be part of any other lawsuit against Sutter asserting the legal claims that were settled in this case. You will, however, be bound by the Private Attorneys General Act (the "PAGA") release and you will receive a payment for the PAGA release even if you exclude yourself.
Object	Write to the Court, as explained below, about why you believe the Settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action and PAGA lawsuit and informs you of your legal rights under that proposed settlement ("the Settlement"). You are receiving this notice because you may be a member of the class action and PAGA lawsuit.

WHAT IS THIS LAWSUIT ABOUT?

On February 2, 2021, Plaintiff Carla Zayac filed this lawsuit in Sacramento County Superior Court. She later amended it to add a claim for civil penalties under PAGA. Plaintiff's lawsuit alleges violations of the California Labor Code and the California Business and Professions Code. Her complaint alleges that members of the Settlement Class employed by Sutter during the Class Period were not always properly paid for days on which they took paid sick leave as required by California law; that their sick leave was sometimes paid at the incorrect pay rate; that Sutter's wage statements were not always accurate, particularly as to paid sick leave; that former employees in the Settlement Class did not receive all wages due to them at time of termination; and several other related claims. Plaintiff seeks to recover unpaid wages, premiums, statutory and civil penalties, attorneys' fees and costs. Sutter denies all of the material allegations in the lawsuit and denies that it did anything wrong.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not made any ruling in favor of Plaintiff or Sutter. It also has not determined whether this lawsuit may proceed as a class action. Plaintiff believes she would have prevailed on her claims at a trial. Sutter does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they each avoid the costs, risks, and uncertainties of a trial, and the employees allegedly affected will receive compensation.

B. Who is in the Settlement Class?

The Settlement Class consists of all current and former non-exempt employees of Sutter who have been employed by Sutter from August 8, 2016 through [preliminary approval date] and who, during that period, recorded paid sick leave in at least one workweek and also received other nondiscretionary remuneration in the same workweek ("Compensable Workweek").

Sutter's settlement of the PAGA penalty claim in this case will cover all current and former non-exempt employees who have been employed in the Settlement Class from May 31, 2019 through [preliminary approval date] (the "PAGA Period") and who had one or more Compensable Workweeks during that period.

C. What has Sutter agreed to do?

Sutter will pay \$4,750,000 (the "Maximum Settlement Amount") to settle the lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed 35% of the Maximum Settlement Amount (\$1,662,500), plus Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$40,000; (2) a service payment to Plaintiff in an amount set by the Court, not to exceed \$15,000 for her service in the lawsuit; and (3) a reasonable amount set by the Court to the Settlement Administrator for administering the settlement, not to exceed \$62,500. Sutter has also agreed to pay \$475,000 to resolve the claims for civil penalties under PAGA. Of this amount, 75% (\$356,250) will be paid to the State of California and the remaining 25% (\$118,750) will be paid to all persons who are eligible members of the Settlement Class who have been employed during the PAGA Period, whether or not they exclude themselves from the Class Settlement.

The portion of the Maximum Settlement Amount remaining after these payments is the Net Settlement Amount, which will be paid out to those Settlement Class Members who do not opt out of the Settlement, as explained below. Sutter also will pay the employer share of applicable payroll taxes due on the portion of the individual settlement payments designated as "wages," which will be paid outside the Maximum Settlement Amount.

D. What are you giving up to get a payment and stay in the Class?

Subject to the Court's approval of the Settlement, all members of the Settlement Class who do not opt out of the Settlement will release Sutter, and any of its current and former parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns and legal representatives ("Released Parties"), as follows:

Plaintiff and all members of the Settlement Class will release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description arising during the Class Period, including statutory, contractual, or common law claims, for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, or the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that are alleged or reasonably could have been alleged based on the facts contained in the operative Complaint in the *Zayac* action, including but not limited to: (a) any and all claims for failure

to provide paid sick leave in accordance with the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA"), Labor Code §§ 245-249, including failure to pay sick leave at the correct regular rate of pay; (b) any and all claims for violation of the "kin care" law, Labor Code § 233; (c) any and all derivative claims for failure to furnish accurate itemized wage statement in accordance with Labor Code § 226 arising out of the above-alleged claims; (d) any and all derivative claims for failure to provide sick leave wage when due upon separation of employment under Labor Code §§ 201-203; (e) any and all derivative claims for "late payment" penalties under Labor Code §§ 204 and 210 arising out of the above-alleged claims; (f) any and all derivative claims for violation of California Business and Professions Code §§ 17200 *et seq.* arising out of the above alleged claims; (g) any and all claims for violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* arising out of the above-alleged claims; and (h) any and all claims for attorneys' fees and costs arising out of the above-alleged claims.

Additionally, upon the funding of the court-approved Settlement by Sutter, all eligible members of the Settlement Class who have been employed between May 31, 2019 through [preliminary approval date], whether or not they exclude themselves from the Settlement, will be deemed to have forever released and extinguished their claims for PAGA civil penalties against the Released Parties arising during the PAGA period to the extent those claims are based on the above-referenced claims that were alleged or reasonably could have been alleged based on the facts contained in Plaintiff's operative Complaint, as enumerated in the preceding subparagraph above and/or in Plaintiff's PAGA Notice to the California Labor and Workforce Development Agency.

Finally, the named Plaintiff, Carla Zayac, will generally release all known and unknown claims she may have against Sutter, of any nature whatsoever, not limited to the wage and hour claims alleged in this lawsuit.

The Released Claims do not include a release of all the other rights you have as an employee or former employee of the Released Parties. The Released Claims are specifically limited to the claims set forth above. This Settlement does not include a release of meal or rest break claims, which are the subject of another pending class and PAGA settlement.

E. How much money will I receive?

Each participating Settlement Class Member will receive an Individual Payment Amount, which is a share of the Net Settlement Amount. The Net Settlement Amount is calculated by first deducting from the Maximum Settlement Amount the court-approved (1) attorneys' fees and costs to Class Counsel; (2) settlement administration costs; (3) service payment to the Plaintiff; and (4) PAGA payments to the State of California and the PAGA-eligible members of the Settlement Class.

Based on Sutter's records, the Settlement Administrator will determine the number of workweeks worked by each Class Member in the Settlement Class. Those who do not opt out of the Settlement will receive an individual settlement award that amounts to a pro rata share of their allocated Net Settlement Amount, based on the number of Compensable Workweeks they worked during the Class Period in proportion to the total number of Compensable Workweeks worked by all of the eligible Settlement Class Members in the Settlement Class.

According to Sutter's records, you were employed in the Settlement Class for [] Compensable Workweeks between August 6, 2016 and [preliminary approval date].

Also, according to Sutter's records, you have [] Compensable Workweeks during the PAGA Period (between May 31, 2019, and [preliminary approval date]).

Based on this number, your Individual Payment Amount is estimated to be \$[_____]. The actual amount that you receive could be more or less than this amount, depending on the final settlement terms approved by the Court.

Please be advised that the number of Compensable Workweeks listed above is presumed to be correct unless you submit documents proving otherwise. If you disagree with the number of Compensable Workweeks listed above, please submit an explanation and evidence of your proposed Compensable Workweeks to the Settlement Administrator no later than [60 days after mailing]. In the event of a dispute about the correct number of Compensable Workweeks you worked during the Class Period, the Settlement Administrator will resolve the challenge with input from Sutter and Class Counsel, subject to final resolution by the Court if necessary.

F. Will any taxes be taken out of the settlement payments?

Twenty percent (20%) of your Individual Payment Amount will be treated as back wages and reported on an IRS Form W-2 with all appropriate taxes withheld. The remaining eighty percent (80%) of your payment will be treated as interest and penalties and reported as non-wage income on an IRS Form 1099. W-2 and 1099 Forms will be issued to all Settlement Class Members who cash their checks, as required by law. The PAGA payments will be treated solely as penalties and reported on an IRS Form 1099, without tax withholding.

Aside from the employer portion of payroll taxes, Settlement Class Members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes owed on the Individual Payment Amounts they receive. The tax issues for each Settlement Class Member are unique to that Class Member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this Settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Approval Hearing") on _____, 2023, at _____ m., in Department 28 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95826. The Court will then determine: (i) whether the lawsuit should be certified as a class action for settlement purposes only; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's attorneys; (v) the amount that should be awarded to Plaintiff as a service payment; (vi) the amount that should be approved for civil penalties under PAGA; and (vii) the amount that should be approved for settlement administration costs. At the Final Approval Hearing, the Court will hear all objections as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

OPTION 1 - DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU WILL NEVER BE REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move your residence, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to support your position. The Settlement Administrator's address is [Settlement Administrator address].

• **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____ at [address]. Objections must be postmarked no later than [60 days after mailing]. However, you still may appear at the Final Approval Hearing and raise an objection to the Settlement even if you did not submit written objections within this 60-day deadline.

• **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself from (“opt out” of) the Settlement, but if you choose to do so, you will not receive any payment from the proposed Class Settlement. You will not be bound by a judgment in this case as to the Class claims, and you will have the right to file your own lawsuit against Sutter and pursue your own claims in a separate suit if you wish. You can opt out of the Class by mailing a written statement to the Settlement Administrator, _____, at the above-stated address, so that it is postmarked no later than [60 days after mailing of the notice]. The written statement should contain your name, address, signature; your telephone number; and the name of this case, *Zayac v. Sutter Valley Hospitals*. It also must clearly state that you do not wish to be included in the Settlement, or words to that effect. It must be faxed, emailed or postmarked on or before the response deadline. If you do not exclude yourself from the Settlement in accordance with this procedure, you will be bound by the terms of the Settlement and the related judgment entered by the Court. Even if you exclude yourself as described above, you will still be bound by the PAGA release and you will receive a payment for the PAGA release.

NOTE REGARDING RESPONSE DEADLINES:

The 60-day deadline for you to opt out of the Settlement, object to the Settlement, or submit a challenge to the number of Compensable Workweeks being credited to you may be extended if your Notice was initially returned to the Settlement Administrator as undeliverable and, as a result, the Settlement Administrator re-mailed this Notice to you later. In such a case, you will have up to 7 calendar days from the date of the re-mailing to submit your response, even if that falls beyond the regular 60-day deadline

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement, which is on file with the clerk of the Sacramento County Superior Court, 720 9th Street, Room 102, Sacramento, California 95826, and

may also be reviewed online at [insert court website link] [or the Settlement Administrator's website] [insert website information].

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR COUNSEL FOR THE CLASS. CLASS COUNSEL ARE:

Majed Dakak, Esq.
KESSELMAN BRANTLY STOCKINGER LLP
1230 Rosecrans Avenue, Suite 400
Manhattan Beach, California 90266
Telephone: (310) 307-4555

Dennis S. Hyun, Esq.
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

William L. Marder, Esq.
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

**BY ORDER OF THE SACRAMENTO COUNTY
SUPERIOR COURT**

EXHIBIT B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CARLA ZAYAC, on behalf of herself and others similarly situated and as a proxy for the State of California,

Plaintiffs,

vs.

SUTTER VALLEY HOSPITALS, a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00293728

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

Judge: Hon. Lauri A. Damrell
Dept: 28

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT ARISING FROM YOUR EMPLOYMENT BY SUTTER VALLEY HOSPITALS

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement of a lawsuit will pay money to certain non-exempt employees who have been employed by Sutter Valley Hospitals ("Sutter") from August 8, 2016 through [Preliminary Approval Date].
- The Settlement resolves a class action lawsuit alleging various wage and hour claims brought against Sutter on behalf Sutter's non-exempt employees who were employed during this time period and who received certain paid sick leave payments.
- The Settlement also resolves claims for penalties that have been brought on behalf of the State of California under California's Private Attorneys General Act ("PAGA").
- The Settlement avoids the costs and risks of continuing the lawsuit; pays money to employees, and releases Sutter from liability.
- Sutter expressly denies all of the claims in the lawsuit and denies any wrongdoing or liability. The two sides disagree on how much money – if any – could have been awarded if employees won at trial.
- **YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You need not take any action if you wish to receive your settlement payment. If the Settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator, _____. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Get no class settlement payment. Send a letter to the Settlement Administrator, as explained below, making clear you wish to exclude yourself from the Settlement. This is the only option that allows you to be part of any other lawsuit against Sutter asserting the legal claims that were settled in this case. You will, however, be bound by the Private Attorneys General Act (the "PAGA") release and you will receive a payment for the PAGA release even if you exclude yourself.
Object	Write to the Court, as explained below, about why you believe the Settlement is unfair.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action and PAGA lawsuit and informs you of your legal rights under that proposed settlement ("the Settlement"). You are receiving this notice because you may be a member of the class action and PAGA lawsuit.

WHAT IS THIS LAWSUIT ABOUT?

On February 2, 2021, Plaintiff Carla Zayac filed this lawsuit in Sacramento County Superior Court. She later amended it to add a claim for civil penalties under PAGA. Plaintiff's lawsuit alleges violations of the California Labor Code and the California Business and Professions Code. Her complaint alleges that members of the Settlement Class employed by Sutter during the Class Period were not always properly paid for days on which they took paid sick leave as required by California law; that their sick leave was sometimes paid at the incorrect pay rate; that Sutter's wage statements were not always accurate, particularly as to paid sick leave; that former employees in the Settlement Class did not receive all wages due to them at time of termination; and several other related claims. Plaintiff seeks to recover unpaid wages, premiums, statutory and civil penalties, attorneys' fees and costs. Sutter denies all of the material allegations in the lawsuit and denies that it did anything wrong.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not made any ruling in favor of Plaintiff or Sutter. It also has not determined whether this lawsuit may proceed as a class action. Plaintiff believes she would have prevailed on her claims at a trial. Sutter does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they each avoid the costs, risks, and uncertainties of a trial, and the employees allegedly affected will receive compensation. Plaintiff and her

attorneys believe the Settlement is fair, reasonable, and adequate and in the best interests of all Settlement Class Members.

B. Who is in the Settlement Class?

The Settlement Class consists of all current and former non-exempt employees of Sutter who have been employed by Sutter from August 8, 2016 through [preliminary approval date] and who, during that period, recorded paid sick leave in at least one workweek and also received other nondiscretionary remuneration in the same workweek ("Compensable Workweek").

Sutter's settlement of the PAGA penalty claim in this case will cover all current and former non-exempt employees who have been employed in the Settlement Class from May 31, 2019 through [preliminary approval date] (the "PAGA Period") and who had one or more Compensable Workweeks during that period.

C. What has Sutter agreed to do?

Sutter will pay \$4,750,000 (the "Maximum Settlement Amount") to settle the lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed 35% of the Maximum Settlement Amount (\$1,662,500), plus Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$40,000; (2) a service payment to Plaintiff in an amount set by the Court, not to exceed \$15,000 for her service in the lawsuit; and (3) a reasonable amount set by the Court to the Settlement Administrator for administering the settlement, not to exceed \$62,500. Sutter has also agreed to pay \$475,000 to resolve the claims for civil penalties under PAGA. Of this amount, 75% (\$356,250) will be paid to the State of California and the remaining 25% (\$118,750) will be paid to all persons who are eligible members of the Settlement Class who have been employed during the PAGA Period, whether or not they exclude themselves from the Class Settlement.

The portion of the Maximum Settlement Amount remaining after these payments is the Net Settlement Amount, which will be paid out to those Settlement Class Members who do not opt out of the Settlement, as explained below. Sutter also will pay the employer share of applicable payroll taxes due on the portion of the individual settlement payments designated as "wages," which will be paid outside the Maximum Settlement Amount.

D. What are you giving up to get a payment and stay in the Class?

Subject to the Court's approval of the Settlement, all members of the Settlement Class who do not opt out of the Settlement will release Sutter, and any of its current and former parents, corporate members, subsidiaries, divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, insurers, successors, assigns and legal representatives ("Released Parties"), as follows:

Plaintiff and all members of the Settlement Class will release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description arising during the Class Period, including statutory, contractual, or common law claims, for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*,

the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that are alleged or reasonably could have been alleged based on the facts contained in the operative Complaint in the *Zayac* action, including but not limited to: (a) any and all claims for failure to provide paid sick leave in accordance with the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”), Labor Code §§ 245-249, including failure to pay sick leave at the correct regular rate of pay; (b) any and all claims for violation of the “kin care” law, Labor Code § 233; (c) any and all derivative claims for failure to furnish accurate itemized wage statement in accordance with Labor Code § 226 arising out of the above-alleged claims; (d) any and all derivative claims for failure to provide sick leave wage when due upon separation of employment under Labor Code §§ 201-203; (e) any and all derivative claims for “late payment” penalties under Labor Code §§ 204 and 210 arising out of the above-alleged claims; (f) any and all derivative claims for violation of California Business and Professions Code §§ 17200 *et seq.* arising out of the above alleged claims; (g) any and all claims for violation of the Private Attorneys General Act of 2004, Labor Code §§2698 *et seq.* arising out of the above-alleged claims; and (h) any and all claims for attorneys’ fees and costs arising out of the above-alleged claims.

Additionally, upon the funding of the court-approved Settlement by Sutter, all eligible members of the Settlement Class who have been employed between May 31, 2019 through [preliminary approval date], whether or not they exclude themselves from the Settlement, will be deemed to have forever released and extinguished their claims for PAGA civil penalties against the Released Parties arising during the PAGA period to the extent those claims are based on the above-referenced claims that were alleged or reasonably could have been alleged based on the facts contained in Plaintiff’s operative Complaint, as enumerated in the preceding subparagraph above and/or in Plaintiff’s PAGA Notice to the California Labor and Workforce Development Agency.

Finally, the named Plaintiff, Carla Zayac, will generally release all known and unknown claims she may have against Sutter, of any nature whatsoever, not limited to the wage and hour claims alleged in this lawsuit.

The Released Claims do not include a release of all the other rights you have as an employee or former employee of the Released Parties. The Released Claims are specifically limited to the claims set forth above. This Settlement does not include a release of meal or rest break claims, which are the subject of another pending class and PAGA settlement.

E. How much money will I receive?

Each participating Settlement Class Member will receive an Individual Payment Amount, which is a share of the Net Settlement Amount. The Net Settlement Amount is calculated by first deducting from the Maximum Settlement Amount the court-approved (1) attorneys’ fees and costs to Class Counsel; (2) settlement administration costs; (3) service payment to the Plaintiff; and (4) PAGA payments to the State of California and the PAGA-eligible members of the Settlement Class.

Based on Sutter’s records, the Settlement Administrator will determine the number of workweeks worked by each Class Member in the Settlement Class. Those who do not opt out of the Settlement will receive an individual settlement award that amounts to a pro rata share of their allocated Net Settlement Amount, based on the number of Compensable Workweeks they worked during the Class Period in proportion to the total number of Compensable Workweeks worked by all of the eligible Settlement Class Members in the Settlement Class.

According to Sutter’s records, you were employed in the Settlement Class for [] Compensable Workweeks between August 6, 2016 and [preliminary approval date].

Also, according to Sutter's records, you have [] Compensable Workweeks during the PAGA Period (between May 31, 2019, and [preliminary approval date]).

Based on this number, your Individual Payment Amount is estimated to be \$[]. The actual amount that you receive could be more or less than this amount, depending on the final settlement terms approved by the Court.

Please be advised that the number of Compensable Workweeks listed above is presumed to be correct unless you submit documents proving otherwise. If you disagree with the number of Compensable Workweeks listed above, please submit an explanation and evidence of your proposed Compensable Workweeks to the Settlement Administrator no later than [60 days after mailing]. In the event of a dispute about the correct number of Compensable Workweeks you worked during the Class Period, the Settlement Administrator will resolve the challenge with input from Sutter and Class Counsel, subject to final resolution by the Court if necessary.

F. Will any taxes be taken out of the settlement payments?

Twenty percent (20%) of your Individual Payment Amount will be treated as back wages and reported on an IRS Form W-2 with all appropriate taxes withheld. The remaining eighty percent (80%) of your payment will be treated as interest and penalties and reported as non-wage income on an IRS Form 1099. W-2 and 1099 Forms will be issued to all Settlement Class Members who cash their checks, as required by law. The PAGA payments will be treated solely as penalties and reported on an IRS Form 1099, without tax withholding.

Aside from the employer portion of payroll taxes, Settlement Class Members are responsible for the appropriate payment of any federal, state, and/or local income or payroll taxes owed on the Individual Payment Amounts they receive. The tax issues for each Settlement Class Member are unique to that Class Member. You are advised to obtain tax advice from your own tax advisor with respect to any payments resulting from this Settlement. This Notice does not constitute legal or tax advice regarding any federal, state, or local tax issue, and nothing in this Notice is intended to or should be used by any person for the purpose of avoiding any tax liability or tax penalties.

THE FINAL APPROVAL HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Approval Hearing") on _____, 2023, at _____ m., in Department 28 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95826. The Court will then determine: (i) whether the lawsuit should be certified as a class action for settlement purposes only; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the Settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's attorneys; (v) the amount that should be awarded to Plaintiff as a service payment; (vi) the amount that should be approved for civil penalties under PAGA; and (vii) the amount that should be approved for settlement administration costs. At the Final Approval Hearing, the Court will hear all objections as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU WILL NEVER BE REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move your residence, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to support your position. The Settlement Administrator's address is [Settlement Administrator address].

• OPTION 2 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class Member but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____ at [address]. Objections must be postmarked no later than [60 days after mailing]. However, you still may appear at the Final Approval Hearing and raise an objection to the Settlement even if you did not submit written objections within this 60-day deadline.

• OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT

You have a right to exclude yourself from ("opt out" of) the Settlement, but if you choose to do so, you will not receive any payment from the proposed Class Settlement. You will not be bound by a judgment in this case as to the Class claims, and you will have the right to file your own lawsuit against Sutter and pursue your own claims in a separate suit if you wish. You can opt out of the Class by mailing a written statement to the Settlement Administrator, _____, at the above-stated address, so that it is postmarked no later than [60 days after mailing of the notice]. The written statement should contain your name, address, signature, your telephone number, and the name of this case, *Zayac v. Sutter Valley Hospitals*. It also must clearly state that you do not wish to be included in the Settlement, or words to that effect. It must be faxed, emailed or postmarked on or before the response deadline. If you do not exclude yourself from the Settlement in accordance with this procedure, you will be bound by the terms of the Settlement and the related judgment entered by the Court. Even if you exclude yourself as described above, you will still be bound by the PAGA release and you will receive a payment for the PAGA release.

NOTE REGARDING RESPONSE DEADLINES:

The 60-day deadline for you to opt out of the Settlement, object to the Settlement, or submit a challenge to the number of Compensable Workweeks being credited to you may be extended if your Notice was initially returned to the Settlement Administrator as undeliverable and, as a result, the Settlement Administrator re-mailed this Notice to you later. In such a case, you will have up to 7 calendar days from the date of the re-mailing to submit your response, even if that falls beyond the regular 60-day deadline.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement, which is on file with the clerk of the Sacramento County Superior Court, 720 9th Street, Room 102, Sacramento, California 95826, and may also be reviewed online at [insert court website link] [or the Settlement Administrator's website] [insert website information].

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR COUNSEL FOR THE CLASS. CLASS COUNSEL ARE:

Majed Dakak, Esq.
KESSELMAN BRANTLY STOCKINGER LLP
1230 Rosecrans Avenue, Suite 400
Manhattan Beach, California 90266
Telephone: (310) 307-4555

Dennis S. Hyun, Esq.
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

William L. Marder, Esq.
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

BY ORDER OF THE SACRAMENTO COUNTY SUPERIOR COURT

EXHIBIT 2

1942
1943
1944

1945
1946
1947

1948
1949
1950

1951
1952
1953
1954
1955
1956
1957
1958
1959
1960

1 William L. Marder (SBN 170131)

bill@polarislawgroup.com

2 Polaris Law Group

501 San Benito Street, Suite 200

3 Hollister, CA 95023

Telephone: (831) 531-4214

4 Facsimile: (831) 634-0333

5 Dennis S. Hyun (SBN 224240)

dhyun@hyunlegal.com

6 HYUN LEGAL APC

515 S. Figueroa Street, Suite 1250

7 Los Angeles, CA 9007

Telephone: (213) 488-6555

8 Facsimile: (213) 488-6554

9 Majed Dakak (SBN 271875)

mdakak@bkslaw.com

10 KESSELMAN BRANTLY STOCKINGER LLP

1230 Rosecrans Avenue, Suite 400

11 Manhattan Beach, CA 90266

Phone: (310) 307-4555

12 Facsimile: (310) 307-4570

13 *Attorneys for Plaintiff and the Putative Class*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 CARLA ZAYAC, on behalf of herself and other
17 similarly situated and as a proxy for the State of
California,

18 Plaintiff,

19 vs.

20 SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation;
21 SUTTER VALLEY HOSPITALS, a California
corporation; and DOES 1 through 50, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No. 34-2021-00293728

[Assigned for all purposes to Department 28,
Hon. Lauri A. Damrell]

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

Date: March 17, 2023
Time: 9:00 a.m.
Department: 28

Reservation No.: 2707268
Complaint Filed: February 2, 2021
FAC Filed: March 3, 2021

1 Plaintiff Carla Zayac's motion for an Order Granting Preliminary Approval of Class Action
2 Settlement hearing was held before this Court on March 17, 2023.

3 **I. RECITALS**

4 1. On or about November 25, 2020, Plaintiff sent written notice to Defendant Sutter Valley
5 Hospitals ~~Medical- Foundation~~ and to the California Labor and Workforce Development Agency
6 ("LWDA") of Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 246, and 512, pursuant to
7 Labor Code § 2698, *et seq.* On that basis, on February 2, 2021, Plaintiff filed her initial Complaint in
8 this Action in the Sacramento County Superior Court as a Class Action asserting Violation of Labor
9 Code § 201, 233, 246; Violation of Labor Code § 226; Violation of Labor Code § 226.7 & 512; and
10 Violation of Business & Professions Code § 17200, *et seq.* On or about February 12, 2021, Plaintiff sent
11 written notice to Sutter Valley Hospitals and the LWDA adding Sutter Valley Hospitals as a respondent
12 to the Private Attorneys General Act (the "PAGA") claims. The initial Complaint also made claims by
13 Plaintiff and on behalf of herself and all others similarly situated under Labor Code § 2698, *et seq.*
14 ("PAGA Action"). The PAGA Action also alleges the same Labor Code violations as a proxy for the
15 State of California pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). On
16 March 3, 2021, Plaintiff filed a First Amended Complaint adding another potential defendant, Sutter
17 Valley ~~Medical- Foundation~~ Hospitals.

18 2. On September 9, 2022, the Parties participated in a full-day, arms-length mediation
19 before Michael J. Loeb of JAMS. With the assistance of the mediator, the Parties were able to come to a
20 settlement of the claims in the Action, subject to the Court's approval. The settlement was
21 memorialized in a Memorandum of Understanding, subject to later completion of a long-form
22 Settlement Agreement. The Parties were able to negotiate the settlement terms in the Joint Stipulation of
23 Class Action and PAGA Settlement and Release (the "Agreement"). As set forth in the Agreement, the
24 Parties have specifically excluded any and all claims for meal and rest period violations from the Class
25 Members' and PAGA Released Claims.

26 **II. FINDINGS**

27 3. The Court conditionally certifies the following Class: all non-exempt current or former
28 employees of Defendant in the State of California who recorded paid sick leave in at least one

1 workweek and also received, in that same workweek, nondiscretionary remuneration other than base
2 hourly wages from August 8, 2016 through the Class Period End Date (defined as the date on which the
3 Court enters its Preliminary Approval Order):

4 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
5 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
6 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
7 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
8 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
9 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
10 also appears that investigation, research, and proceedings have been conducted so that counsel for the
11 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
12 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
13 would be presented by the further prosecution of the action. It also appears that settlement has been
14 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

15 **III. ORDERS**

16 After considering the papers and evidence, arguments of counsel, and all other matters presented
17 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

18 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
19 Settlement and Release ("Agreement") submitted by the Parties. The Agreement appears to be fair,
20 adequate, and reasonable to the Class.

21 6. The Court appoints and designates: (a) Plaintiff Carla Zayac as Class Representative, and
22 (b) William L. Marder of Polaris Law Group, Majed Dakak of Kesselman Brantly Stockinger LLP, and
23 Dennis S. Hyun of Hyun Legal APC as Class Counsel for the Class. Class Counsel is authorized to act
24 on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant
25 to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any
26 Class Member may enter an appearance through his or her own counsel at such Class Member's own
27 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will
28 be represented by Class Counsel.

1 7. A final fairness hearing on the question of whether the proposed Agreement, the
2 allocation of Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the
3 Class Counsel Award for attorneys' fees and litigation costs, the Class Representative Service Award,
4 and the Settlement Administration Costs should be finally approved as fair, reasonable, and adequate as
5 to the members of the Class is set for _____, August 25, 2023, at
6 _____ 9:00 a.m. in this Court.

7 8. The Court hereby approves, as to form and content, the Notice of Pendency of Class
8 Action Settlement and Final Hearing ("Class Notice"), which was revised pursuant to this Court's
9 Tentative Ruling. True and correct copies of the clean and redlined Class Notice isare attached as
10 Exhibits A and B hereto, respectively ~~to the Agreement~~. The Court finds that distribution of the Class
11 Notice to Class Members substantially in the manner and form set forth in the Agreement and this Order
12 meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled
13 thereto.

14 9. The Court appoints and designates Phoenix Settlement Administrators as the
15 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
16 Members using the procedures set forth in the Agreement.

17 10. Any Class Member may choose to opt out of and be excluded from the settlement as
18 provided in the Agreement and Notice Packet and by following the instructions for requesting exclusion.
19 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
20 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
21 signed by each such Class Member opting out and must otherwise comply with the requirements
22 delineated in the Notice Packet. Class Members who have not requested exclusion by submitting a valid
23 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
24 Judgment.

25 11. Any Class Member may object to the Agreement or express his or her views regarding
26 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to these
27 issues to be heard and determined by the Court as provided in the Agreement and Class Notice, by the
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of Los Angeles, State of California. My business address is 1230
Rosecrans Avenue, Suite 300, Manhattan Beach, California 90266.

5 My electronic service address is: *aporras@kbslaw.com*

6 On March 21, 2023, I electronically served a true copy of the foregoing document described as:
7 **NOTICE OF LODGING OF REVISED [PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT** on the interested parties in this action as follows:

8 Thomas E. Geidt, Esq.
9 Teresa W. Ghali, Esq.
10 GBG LLP
601 Montgomery Street, Suite 1150
San Francisco, CA 94111

Attorneys for Defendants
SUTTER VALLEY MEDICAL
FOUNDATION and SUTTER VALLEY
HOSPITALS

Email: *tomgeidt@gbgllp.com*
teresaghali@gbgllp.com

11
12
13 William L. Marder, Esq.
POLARIS LAW GROUP
14 501 San Benito Street, Suite 200
15 Hollister, CA 95023

Co-Counsel
Attorney for Plaintiff

Email: *bill@polarislawgroup.com*

16 Dennis S. Hyun, Esq.
17 HYUN LEGAL, APC
515 S. Figueroa Street, Suite 1250
18 Los Angeles, CA 90071

Co-Counsel
Attorney for Plaintiff

Email: *dhyun@hyunlegal.com*

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

21 Executed on March 21, 2023, at El Paso, Texas.

22
23 
24 Augie Porras