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14	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
ਖ਼	FOR THE COUNTY	OF SACRAMENTO	
16	CARLA ZAYAC, on behalf of herself and other	OF SACRAMENTO Case No. 34-2021-00293728	
		Case No. 34-2021-00293728 [Assigned for all purposes to Department 2	8,
16	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Damrell]	8,
16 17	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California,	Case No. 34-2021-00293728 [Assigned for all purposes to Department 2	•
16 17 18 19	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs.	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Danyell] [PREFESSED] ORDER GRANTING	•
16 17 18 19 20	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs. SUTTER VALLEY MEDICAL FOUNDATION, a California corporation;	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Damrell] [PREDESED] ORDER GRANTING MOTION FOR PRELIMINARY APPRO OF CLASS ACTION SETTLEMENT	DVAL
16 17 18 19 20 21	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs. SUTTER VALLEY MEDICAL	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Damrell] [PREFESED] ORDER GRANTING MOTION FOR PRELIMINARY APPRO OF CLASS ACTION SETTLEMENT Date: March 17, Time: 9:0	DVAL , 2023 0 a.m.
16 17 18 19 20	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs. SUTTER VALLEY MEDICAL FOUNDATION, a California corporation; SUTTER VALLEY HOSPITALS, a California corporation; and DOES 1 through 50, inclusive,	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Damrell] [PREFETED] ORDER GRANTING MOTION FOR PRELIMINARY APPRO OF CLASS ACTION SETTLEMENT Date: March 17,	DVAL
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16 17 18 19 20 21 22	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs. SUTTER VALLEY MEDICAL FOUNDATION, a California corporation; SUTTER VALLEY HOSPITALS, a California corporation; and DOES 1 through 50, inclusive,	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Danyell] [PRCFOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPRO OF CLASS ACTION SETTLEMENT Date: March 17, Time: 9:0 Department:	DVAL , 2023 0 a.m. 28 D7268 , 2021
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16 17 18 19 20 21 22 23 24 25	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs. SUTTER VALLEY MEDICAL FOUNDATION, a California corporation; SUTTER VALLEY HOSPITALS, a California corporation; and DOES 1 through 50, inclusive,	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Damrell] [PREDESED] ORDER GRANTING MOTION FOR PRELIMINARY APPRO OF CLASS ACTION SETTLEMENT Date: March 17 Time: 9:0 Department: 8 Reservation No.: 270 Complaint Filed: February 2,	DVAL , 2023 0 a.m. 28 D7268 , 2021
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16 17 18 19 20 21 22 23 24 25 26 27	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs. SUTTER VALLEY MEDICAL FOUNDATION, a California corporation; SUTTER VALLEY HOSPITALS, a California corporation; and DOES 1 through 50, inclusive, Defendants.	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Danvell] [PACTOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPRO OF CLASS ACTION SETTLEMENT Date: March 17 Time: 9:0 Department: Reservation No.: Reservation No.: 270 FAC Filed: March 3,	DVAL , 2023 0 a.m. 28 D7268 , 2021
16 17 18 19 20 21 22 23 24 25 26 27	CARLA ZAYAC, on behalf of herself and other similarly situated and as a proxy for the State of California, Plaintiff, vs. SUTTER VALLEY MEDICAL FOUNDATION, a California corporation; SUTTER VALLEY HOSPITALS, a California corporation; and DOES 1 through 50, inclusive,	OF SACRAMENTO Case No. 34-2021-00293728 [Assigned for all purposes to Department 2 Hon. Lauri A. Danvell] [PACTOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPRO OF CLASS ACTION SETTLEMENT Date: March 17 Time: 9:0 Department: Reservation No.: Reservation No.: 270 FAC Filed: March 3,	DVAL , 2023 0 a.m. 28 D7268 , 2021

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

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

On September 9, 2022, the Parties participated in a full-day, arms-length mediation, data for the participated in a full-day, arms-length mediated in a for the participated in a full-day, arms-length mediated in a for the participated in a for th 2.4 before Michael J. Loeb of JAMS. With the assistance of the mediator, the Parties were able to come to a second settlement of the claims in the Action, subject to the Court's approval. The settlement was a substantiation of memorialized in a Memorandum of Understanding, subject to later completion of a long-form Settlement Agreement. The Parties were able to negotiate the settlement terms in the Joint Stipulation of Class Action and PAGA Settlement and Relcase (the "Agreement"). As set forth in the Agreement, the Parties have specifically excluded any and all claims for meal and rest period violations from the Class 24 Members' and PAGA Released Claims. V HILL PROMINGS

П. FINDINGS

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

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

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).

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

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After considering the papers and evidence, arguments of counsel, and all other matters presented to the Court, and having taken the matter under submission, IT IS HEREBY ORDERED as follows: 5. States The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement") submitted by the Parties: The Agreement appears to be fair, and a والمراجع والمحاج والمحاج والمحاج والمحاج والمحاج adequate, and reasonable to the Class.

6. The Court appoints and designates: (a) Plaintiff Carla Zayac as Class Representative, and (b) William L. Marder of Polaris Law Group, Majed Dakak of Kesselman Brantly Stockinger LLP, and Dennis S. Hyun of Hyun Legal APC as Class Counsel for the Class. Class Counsel is authorized to act 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 Class Member may enter an appearance through his or her own counsel at such Class Member's own 25 expense. Any Class; Member who does not enter an appearance or appear on his or her own behalf will the set of be represented by Class Counsel, where we want out the Measure execution of the Measure execution of the Measure execution the welfermater many on the constant alteration of the first contract of the entropy of distinguised in the 1655 0 A #**28**

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

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

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

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

¥5 10. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Agreement and Notice Packet and by following the instructions for requesting exclusion. 16 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or a lower the have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and 18 1.1.1.1 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.

11. Any Class Member may object to the Agreement or express his or her views regarding
 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
 issues to be heard and determined by the Gourt as provided in the Agreement and Class Notice in 1990 and 4 and 5 is
 biddebad 26 issues to be heard and determined by the Gourt as provided in the Agreement and Class Notice in 1990 and 4 and 5 is
 biddebad 26 is sixteen (16) court days before the final fairness hearing. The Private 1990 and 4 and 400 about the final fairness hearing. The Private 1990 about the final fairness hearing and 400 about the final fairness hearing and 400 about the final fairness hearing and 400 about the final fairness hearin

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

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13. The Court reserves the right to adjourn or continue the date of the final fairness hearing 1 2 and all dates provided for in the Agreement without further notice to the Class. The Court retains jurisdiction to consider all further applications arising out of or connected with the Agreement. **3** 1. 1.14. A Should for whatever reason final approval is not granted, the fact that the Parties were text usen i deni 4 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue 5 of whether a class should be certified in a non-settlement context. 6 7 IT IS SO ORDERED. DATED: March 27. 2023 8 ONORABLE LAURI A. DAMRELL 9 10 an Charles and an Alban Angles are a in all with the spin of states of 410 12 13 14 15 16 an sense water and the second and the second sec 2.595 Stored 7.6 reals - Length Law Fritze Britzen Warden and Britzen Ander State Constants and Anderson Ander Ander Ander Ander 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -1922296.069**1.8**27 19 20 21 22 23 *∽*.24 - เครื่องเสียงให้ประเทศ การประทั่ง พระมหาสารีที่หัวมาในการที่ผู้ใจการประเทศไม้สาวานการทำหลังของมหาสารการ var slama 26 y 💷 behverfind og smort in glikkelskad meder storpstrepse nægarer blike svervedels af tilse vidersen af strepse som 👘 i stola ter 1 27 Coverage and person of the grant was seen as we will strong a first of the Source coverage 28 14. Y [PROPOSED] URDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT



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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.

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

Defendants.

Case No. 34-2021-00293728

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 which a set as

- 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"). Also a contract with the Attorneys General Act ("PAGA").
- The Settlement avoids the costs and risks of continuing the lawsuit, pays money to employees, and there are in 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 LEGAI	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.	

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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 the California Labor Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California Business and Professions Code. Her complaint alleges that the California Code and the California

SUMMARY OF THE SETTLEMENT

A. <u>Why is there a Settlement?</u>

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

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B. <u>Who is in the Settlement Class?</u>

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").

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Sutter's settlement of the PAGA penalty claim in this case will cover all current and former nonexempt 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. <u>What has Sutter agreed to do?</u>

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 settlement, as explained below. Sutter also will pay the employer share of applicable payroll taxes due to 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? specified

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 advantage during the Class-Period, including statutory, contractual, or common law claims, for wages; damages, Statutore penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. How the asserted under the California Labor Code, Business and Professions Code §§-17200 et seq., a the base to how the applicable wage orders at California Code of Regulations, Title 8; Section 11000 et seq., a contract of the statutor otherwise – that are alleged or reasonably could have been alleged based on the facts contained in the scalable of some otherwise – that are alleged or reasonably could have been alleged based on the facts contained in the scalable of some otherwise – that are alleged or reasonably could have been alleged based on the facts contained in the scalable of the scalable of

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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 all derivative claims for violative claims and all derivative claims for violative claims the and Professions Code §§ 17200 et seq. arising out of the above alleged claims; (g) any and all claims source that for violation of the Private Attorneys General Act of 2004, Labor Code §§2698 et seq. arising out of wath the set 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. والمرجوع والمرجوع والمناجر والمرجوع والمرجوع والمرجوع والمرجوع والمرجوع والمرجوع والمرجوع والمرجوع والمرجوع

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?

A A MARY AREA 14 24 5 10 - - + Each participating Settlement Class Member will receive an Individual Payment Amount which and the settlement of the sett is a share of the Net Settlement Amount. The Net Settlement Amount is calculated by first deducting as a set in from the Maximum Settlement Amount the court-approved (1) attorneys? fees and costs to Class Courisel; was approved (1) attorneys? (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 [30, 30] and Compensable Workweeks between August 6, 2016 and [preliminary approval date]. 191 A. 191

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3. C. S. S. S. <u> 21 i a 1</u> PAGA Period (between May 31, 2019, and [preliminary approval date]). e indere

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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 (associated as 1.12 1.1.1 Workweeks listed above, please submit an explanation and evidence of your proposed Compensable a set and the 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. and the second second

Aside from the employer portion of payroll taxes, Settlement Class Members are responsible for p_{ij} 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 ______, in Department 28 of the Sacramento. County Superior Court, located at 720 9th Street, Sacramento, CA 95826. The Court will then determine: ់ អារៈខេត (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. and the second

WHAT ARE YOUR OPTIONS?

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OPTION 1 + DO NOTHING AND PARTICIPATE IN THE SETTLEMENT OF AND SALES

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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 address with the Settlement Administrator. If you disagree with the number of workweeks worked as address with the Settlement Administrator to the Settlement and Administrator's address is [Settlement address address is [Settlement address is [Settlem

Administrator address].

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• 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?

1. S. C. S.

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 Settlement Ocurt, 720 9th Street, Room 102, Sacramento, California 95826, and

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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 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

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

BY ORDER OF THE SACRAMENTO COUNTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs.

VS.

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

Defendants.

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

had a second subscription of a

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, the court and the second seco

- 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"). address a state of the State of California's Private Attorneys General Act ("PAGA").
 - The Settlement avoids the costs and risks of continuing the lawsuit, pays money to employees, and the 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.

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 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, <u></u> . 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 the complete the California Labor Code and the California Business and Professions Code. Her complaint alleges that the complete the California for days on which they took paid sick leave as required by California law; that their sick leave was days to paid for days on which they took paid sick leave as required by California law; that their sick leave was days to 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. <u>Why is there a Settlement?</u>

The Court has not made any ruling in favor of Plaintiff or Sutter. It also has not determined in favor of vertices whether this lawsuit may proceed as a class action. Plaintiff believes she would have prevailed on here a plaintiff claims at a trial. Sutter does not believe that Plaintiff would have won anything from a trial. But there a plaintiff would have won anything from a trial. But there a plaintiff would have not trial. Instead, both sides agreed to a settlement. That way, they each avoid the costs, risks, and control of the costs, risks, and control of the costs of a trial, and the employees allegedly affected will receive compensation: Plaintiff and here a settlement.

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

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 nonexempt 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. <u>What has Sutter agreed to do?</u>

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 Settlement.

3 Settlement Amount, which will be paid out to those Settlement Class Members who do not opt out of the 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 of the 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) provide sick leave wage when due upon separation of employment 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. Movimuch 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 the settlement Class for the settlement Class for the settlement of the settlem

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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 and the terms approved by the Court. المانة التي وأدانة بوهن المرادية والاستهاد المؤكولة ومنارك والمتحد والمستعد n Chuithe a' che

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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

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The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final wear we 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 interested not required to do so. You also have the right to hire an attorney to represent you, at your own expense, the back or to enter an appearance and represent yourself.

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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 SETTILEMENT 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 out of postmarked no later than [60 days after mailing of the notice]. The written statement should contain your and it is out of name, address, signature; your telephone number; and the name of this case; Zayac w Sutter Walley at the state Hospitals. It also must clearly state that you do not wish to be included in the Settlement; or words to that the state 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.

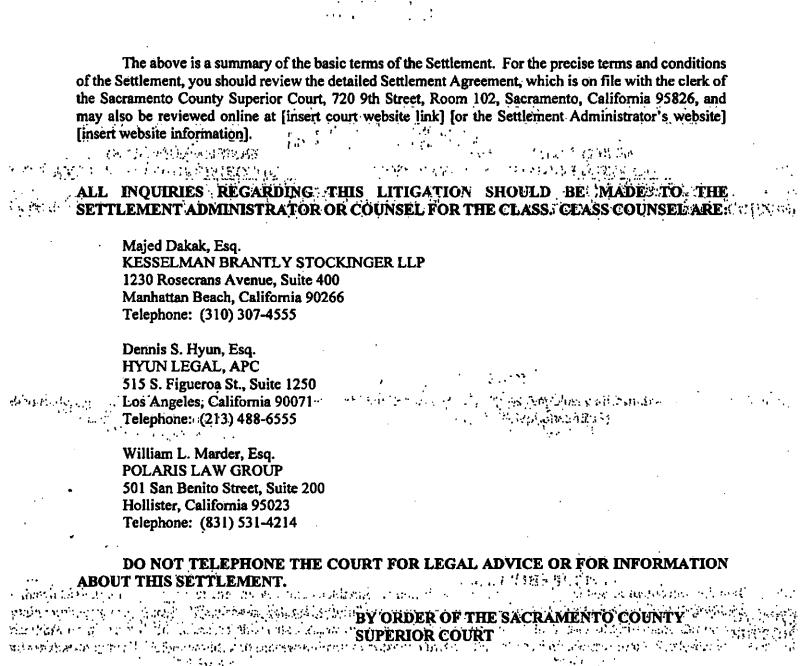
NOTE REGARDING RESPONSE DEADLINES:

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 as undeliverable and; as a result, the settlement Administrator as undeliverable and; as a result, 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 Testlement as calendar days from the date of the re-mailing to submit your response, even if that falls beyond the set of the regular 60-day deadline

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ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

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,	William L. Mandan (SDN 170121)		
1	William L. Marder (SBN 170131) bill@polarislawgroup.com		
2	Polaris Law Group 501 San Benito Street, Suite 200	() 1	5.at
3	Hollister, CA 95023		
4	501 San Benito Street, Suite 200 Hollister, CA 95023 Telephone: (831) 531-4214 Facsimile: (831) 634-0333	an an an Anna a Anna an Anna an	
5	Dennis S. Hyun (SBN 224240)	n gha se gha tha an the gha tha	
_	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 KESSELMAN BRANTLY STOCKINGER LLP		
	1230 Rosecrans Avenue, Suite 400 Manhattan Beach, CA 90266 Phone: (310) 307-4555		and the second second
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 TH	E STATE OF CALIFORNIA	•
15	FOR THE COUNTY	OF SACRAMENTO	i i
. 16	CARLA ZAYAC, on behalf of herself and other	Case No. 34-2021-00293728	
. 17	similarly situated and as a proxy for the State of California,	Assigned for all purposes to Depart	and the backstrates of the second
		Hon. Lauri A. Damrell]	mem 20,
18	Plaintiff,	[PROPOSED] ORDER GRANTI	١G
19	vs.	MOTION FOR PRELIMINARY	APPROVAL
20	SUTTER VALLEY MEDICAL	OF CLADS ACTION DETTLEME	2442
21	FOUNDATION, a California corporation; SUTTER VALLEY HOSPITALS, a California	Date: Ma	arch 17, 2023
	corporation; and DOES 1 through 50, inclusive,	Time:	9:00 a.m. 28
22	Defendants.	Department:	
23		Reservation No.: Complaint Filed; Febr	2707268 uary 2, 2021
24		FAC Filed: M	arch 3, 2021
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	[PROPOSED] ORDER GRANTING MOTION FOR PRELI	IMINARY APPROVAL OF CLASS ACTION SETTLI	EMENT STREET
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Plaintiff Carla Zayac's motion for an Order Granting Preliminary Approval of Class Action Settlement hearing was held before this Court on March 17, 2023.

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

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

26 **Π. FINDINGS**

3. The Court conditionally certifies the following Class: all non-exempt current or former or fo

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

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

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III. ORDERS

After considering the papers and evidence, arguments of counsel, and all other matters presented to the Court, and having taken the matter under submission, IT IS HEREBY ORDERED as follows: 5:..... The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement") submitted by the Parties. The Agreement appears to be fair, 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 Dennis S. Hyun of Hyun Legal APC as Class Counsel for the Class. Class Counsel is authorized to act 23 - 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 Class Member may enter an appearance through his or her own counsel at such Class Member's own the located 26 Existence27. expense. Any Class Member who does not enter an appearance or appear on his or her own behalf wills with the appearance of appear on his or her own behalf wills. 11. The conclusion of the second states of the be represented by Class Counsel.

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

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

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

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

terms A25 A11: A Any Class Member may object to the Agreement or express his or her views regarding a contract 7 10 14: A Any Class Member may object to the Agreement or express his or her views regarding a contract the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the activity state and 27: issues to be heard and determined by the Court as provided in the Agreement and Class Notice, by the Activity

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

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1 12. A Motion for Final Approval shall be filed by the Class Representatives no later than sixteen (16) court days before the final fairness hearing. 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing. 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing. 14. Should for sin the Agreement without further notice to the Class. The Court retains one of whether a class should be certification of a class as part of the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement context. 7 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement context. 9 DATED:2023 11 20 12 THE HONORABLE LAURI A. DANRELL 13 14 14 5 15 16 16 DATED:2023 17 THE HONORABLE LAURI A. DANRELL 18 O REAL 19 20 20 21 21 22 22 23 24 PROPOSED Object GRANTING MOTION FOR PRELIMENTA APPROVAL OF CLASS ACTION SETTEMENT 28 4				
13. The Court reserves the right to adjourn or continue the date of the final fairness hearing and all dates provided for in the Agreement without further notice to the Class. The Court retains are at jurisdiction to consider all further applications arising out of or connected with the Agreement. 14. Should for whatever reason final approval is not granted, the fact that the Parties were willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement context. 9 IT IS SO ORDERED. 10 DATED:2023 11 The HONORABLE LACKLA, DAMRELL 12 The HONORABLE LACKLA, DAMRELL 13 The HONORABLE LACKLA, DAMRELL 14 So or determine the settlement shall have no bearing on the issue of whether a class should be certified in a non-settlement context. 11 THE HONORABLE LACKLA, DAMRELL 12 20 13 4 14 5 15 5 16 10 17 20 20 21 21 22 22 23 23 24 24 25 25 26 26 27 28		· 1	12. A Motion for Final Approval shall be filed by the Class Representatives no later than	
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PROOF OF SERVICE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES At the time of service, I was over 18 years of age and not a party to this action. I am a service of employed in the County of Los Angeles, State of California. My business address is 1230 Rosecrans Avenue, Suite 300, Manhattan Beach, California 90266 My electronic service address is: aporras@kbslaw.com 5 On March 21, 2023, I electronically served a true copy of the foregoing document described as: NOTICE OF LODGING OF REVISED [PROPOSED] ORDER GRANTING 6 PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on the interested parties in this action as follows: Thomas E. Geidt, Esq. Attorneys for Defendants Teresa W. Ghali, Esq. SUTTER VALLEY MEDICAL O FOUNDATION and SUTTER VALLEY **GBG LLP** HOSPITALS 601 Montgomery Street, Suite 1150 10 San Francisco, CA 94111 Email: tomgeidt@gbgllp.com 11. teresaghali@gbgllp.com 12 William L. Marder, Esq. Co-Counsel 13 POLARIS LAW GROUP Attorney for Plaintiff 501 San Benito Street, Suite 200 14 Hollister, CA 95023 Email: bill@polarislawgroup.com 15 Dennis S. Hyun, Esq. Co-Counsel 16 HYUN LEGAL, APC Attorney for Plaintiff 515 S. Figueroa Street, Suite 1250 . 17 Email: dhyun@hyunlegal.com Los Angeles, CA 90071 18 n an an the state of the state of the I declare under penalty of perjury under the laws of the State of California that the 19 foregoing is true and correct. 20Executed on March 21, 2023, at El Paso, Texas. 21 22 23 oie Porras 24 26 27 28 Case No. 34-2021-00293728 PROOF OF SERVICE