

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
kacey@jameshawkinsaplc.com

Attorneys for Plaintiffs Sherryanne Price and Tina Bria,
on behalf of themselves and all others similarly situated
[Additional Counsel on Next Page]

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

SHERRYANNE PRICE, TINA BRIA,
MONIQUE RODRIGUEZ, and
KRISTEENA TINNIN, on behalf of
themselves and all others similarly
situated and as proxies for the State of
California,

Plaintiffs,

vs.

SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-19-001331

Assigned For All Purposes To:
Judge: Hon. John R. Mayne
Dept.: 21

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Declarations of James R. Hawkins, Jamie Serb,
Stan Mallison, Taylor Mitzner, and Plaintiffs
concurrently filed herewith]

Date: May 21, 2024
Time: 8:30 a.m.
Dept.: 21

1 Zachary M. Crosner (SBN 272295)
2 zach@crosnerlegal.com
3 Jamie Serb (SBN 289601)
4 jamie@crosnerlegal.com
5 **CROSNER LEGAL, PC**
6 9440 Santa Monica Blvd. Suite 301
7 Beverly Hills, CA 90210
8 Tel: (310) 496-5818
9 Fax: (310) 510-6429

10 Attorneys for Plaintiff
11 Monique Rodriguez

12 Stan S. Mallison (SBN 184191)
13 StanM@TheMMLawFirm.com
14 Hector R. Martinez (SBN 206336)
15 HectorM@TheMMLawFirm.com
16 Daniel C. Keller (SBN 332576)
17 DKeller@TheMMLawFirm.com
18 **MALLISON & MARTINEZ**
19 1939 Harrison Street, Suite 730
20 Oakland, California 94612-3547
21 Telephone: (510) 832-9999
22 Facsimile: (510) 832-1101

23 Attorneys for Plaintiff
24 Kristeena Tinnin

1 **PLEASE TAKE NOTICE THAT** on May 21, 2024, in Department 21 of the above-
2 entitled court located at 801 10th Street, Modesto, California 95354, Plaintiffs Sherryanne Price,
3 Tina Bria, Monique Rodriguez, and Kristeena Tinnin (“Plaintiffs”), on behalf of themselves and the
4 conditionally certified settlement class, will and hereby do move the Court for an Order granting
5 final approval of the proposed class action and PAGA settlement, approving the payment of civil
6 penalties, approving the Class Representative Service Awards, and approving payment of the
7 Settlement Administrator’s fees and expenses. Plaintiffs also move the Court for an order granting
8 an award of Class Counsel Fees in the amount of \$2,666,400.00 (33.33% of the Gross Settlement
9 Amount) and Class Counsel Costs in the amount of \$78,991.85 (previously estimated not to exceed
10 \$90,000.00, as provided in the proposed class action settlement agreement). Furthermore, as Class
11 Counsel have been unable to agree on the division of the fee award amongst their respective firms,
12 Plaintiffs request the Court set a hearing date and briefing schedule for Plaintiffs’ counsel’s
13 contested fee requests from the attorney fee award.

14 This Motion is brought under California Rule of Court 3.769, on the grounds that the
15 settlement is fair, reasonable, and adequate and in the best interests of the class. As will be
16 discussed in further detail in the Motion, the requested Class Representative Payments, attorneys’
17 fees, and costs are fair and reasonable under the circumstances of the case.

18 This Motion will be based on this Notice of Motion and Motion, the Memorandum of Points
19 and Authorities, the Declarations of James R. Hawkins, Jamie Serb, and Stan Mallison, the Joint
20 Stipulation of Class Action and PAGA Settlement and Release (attached to the Declaration of
21 Jamie Serb as Exhibit 1), the accompanying Plaintiffs’ declarations, the Court’s entire file herein,
22 and on such further evidence and argument as may be presented at the hearing.

23
24 Dated: April 26, 2024

CROSNER LEGAL, P.C.

25
26 By: _____

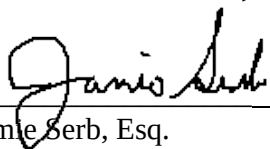

Jamie Serb, Esq.
Attorneys for Plaintiff
Monique Rodriguez

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND/LITIGATION HISTORY	2
III.	TERMS OF THE PROPOSED SETTLEMENT	3
a.	Certification of the Settlement Class	4
b.	Benefits Conferred on the Settlement Class.....	5
c.	Settlement Administration	5
d.	Release of Claims.....	6
e.	PAGA and Notice to the LWDA	6
IV.	ARGUMENT	6
a.	Standards for Approval	6
b.	The Proposed Settlement Merits Final Approval.....	7
V.	PLAINTIFFS' ENHANCEMENT.....	10
VI.	SETTLEMENT ADMINISTRATION COSTS.....	11
VII.	ATTORNEYS FEES AND COSTS.....	11
a.	The Attorneys' Fees Requested Are Fair and Reasonable and Should be Approved.....	11
b.	The Requested Fee Award is Reasonable and Appropriate	12
c.	Class Counsel's Fees are Justified When Calculated as a Percentage of the Common Fund.....	13
d.	A Lodestar Cross-Check Also Supports Class Counsel's Fee Request	15
e.	The Award is Supported by the Results Achieved, the Risk Involved, the Skill Required, the Contingent Nature of the Fee, and Awards in Similar Cases	17

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

i.	The Results Achieved	18
ii.	Class Counsel Bore Considerable Risk.....	18
iii.	The Skill Required and the Quality of Work	19
iv.	The Contingent Nature of the Fee and Risk Assumed.....	19
v.	Awards in Similar Cases	20
vi.	Division of Fees Between Firms is Contested – Further Briefing Following Final Approval is Requested.....	20
vii.	Class Counsel’s Costs are Reasonable	21
VIII.	CONCLUSION	21

TABLE OF AUTHORITIES

Page(s)

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	10
<i>In re: American Bank Note Holographics,</i> 127 F.Supp.2d 418 (S.D.N.Y. 2001).....	8
<i>Blum v. Stenson</i> (1984) 465 U.S. 886	12, 14
<i>Boeing Co. v. Van Gernert</i> (1980) 444 U.S. 472	13
<i>Brinker Rest. Corp. v. Superior Ct.</i> (2012) 53 Cal. 4th 1004	3
<i>Cazares v. Saenz</i> (1989) 208 Cal.App.3d 279.....	19
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	16
<i>City of Oakland v. Oakland Raiders</i> (1988) 203 Cal.App.3d 78.....	16
<i>Class Plaintiffs v. City of Seattle</i> (9th Cir. 1992) 955 F.2d 1268, cert. denied, 506 U.S. 953.....	6
<i>Deposit Guaranty Nat'l Bank, Jackson, Miss. v. Roper</i> (1980) 445 U.S. 326, reh'g. den. 446 U.S. 947	11
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	7
<i>Evans v. Jeff D.</i> (1986) 475 U.S. 717	12
<i>Harris v. Marhoefer</i> (9th Cir. 1994) 24 F.3d 16.....	21
<i>Hensley v. Eckerhart</i> (1983) 461 U.S. 424.....	12

1	<i>Hernandez v. Restoration Hardware, Inc.</i>	
2	(2018) 4 Cal.5th 260	13
3	<i>Ketchum v. Moses</i>	
4	(2001) 24 Cal.4th 1122	19
5	<i>Laffitte v. Robert Half Int’l, Inc.</i>	
6	(2016) 1 Cal.5th 480	13, 15, 17, 20
7	<i>Lane v. Facebook, Inc.</i>	
8	(9th Cir. 2012) 696 F.3d 811.....	10
9	<i>Lealao v. Beneficial Cal., Inc.</i>	
10	(2000) 82 Cal.App.4th 19	11, 13
11	<i>Levy v. Toyota Motor Sales, U.S.A.</i>	
12	(1992) 4 Cal.App.4th 807	11
13	<i>Mandujano v. Basic Vegetable Prods., Inc.,</i>	
14	541 F.2d 832 (9th Cir. 1976).....	8
15	<i>McKittrick v. Gardner</i>	
16	(4th Cir. 1967) 378 F.2d 872.....	19
17	<i>In re Omnivision Techs. Inc.,</i>	
18	559 (N.D. Cal. 2008).....	18
19	<i>Paul, Johnson, Alston & Hunt v. Gaulty</i>	
20	(9th Cir. 1989 886 F.2d 268, 272).....	17
21	<i>Potter v. Pacific Coast Lumber Co.</i>	
22	(1951) 37 Cal.2d 592	7
23	<i>Powers v. Eichen</i>	
24	(9th Cir. 2000) 229 F.3d 1249.....	19
25	<i>Rider v. County of San Diego</i>	
26	(1992) 11 Cal.App.4th 1410	20
27	<i>Serrano v. Priest</i>	
28	(1977) 20 Cal.3d 25	13, 20
	<i>Van Bronkhorst v. Safeco Corp.</i>	
	(9th Cir. 1976) 529 F.2d 943,950.....	6
	<i>Vincent v. Hughes Air West, Inc.</i>	
	(9th Cir. 1977) 557 F.2d 759.....	13, 14

1	<i>In re Warner Communications Sec. Litig.</i>	
2	(S.D.N.Y. 1985) 618 F.Supp. 735.....	15, 20
3	<i>Wershba v. Apple Computer</i>	
4	(2001) 91 Cal.App.4th 224	7, 9, 13, 16
5	<i>White v. Experian Information Solutions, Inc.</i>	
6	(C.D. Cal. 2011) 803 F.Supp.2d 1086	10
7	Statutes	
8	Labor Code § 2699(l)(2)	6
9	Cal. Rule of Court 3.769	7, 11
10	Other Authorities	
11	A Pocket Guide for Judges (3d ed. 2010) at 20 available at http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf	10
12	Task Force Report, 108 F.R.D. at 249	14
13	Third Circuit Task Force Report on Court-Awarded Attorneys' Fees, 108 F.R.D.	
14	237, 246-49	14

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On December 20, 2023, the Court preliminarily approved a non-reversionary
4 \$8,000,000.00 Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”)
5 resolving wage and hour claims on behalf of a conditionally certified Class of current and former
6 non-exempt employees employed by Defendant Sutter Valley Medical Foundation (“Defendant” or
7 “Sutter”) between March 5, 2014 through April 2, 2023. Plaintiffs and Class Representatives
8 Sherryanne Price, Tina Bria, Monique Rodriguez, and Kristeena Tinnin (“Plaintiffs”) now seek
9 final approval of the Settlement, which resolves claims alleged in three separately filed lawsuits,
10 now consolidated by way of an amended complaint in the instant action. The proposed Settlement
11 provides approximately \$5,063,600.00 in cash payments to 9,569 Class Members, with an average
12 award of about \$529.17, plus additional amounts payable under PAGA (\$25,000.00 distributed on a
13 pro rata basis among PAGA-Eligible Employees for their 25% share of PAGA civil penalties). The
14 remaining balance will cover modest service awards to Plaintiffs not to exceed \$10,000.00 each
15 (\$40,000.00 total), Administration Costs not to exceed \$40,000.00, a \$75,000.00 payment to the
16 California Labor and Workforce Development Agency (“LWDA”) for its 75% share of PAGA civil
17 penalties, Class Counsel Fees in an amount not to exceed \$2,666,400.00 (33.33% of the Maximum
18 Settlement Amount), and Class Counsel Costs of \$78,991.85 (originally estimated not to exceed
19 \$90,000.00).

20 The Court-approved Class Notice was mailed on January 29, 2024 to 9,571 Class
21 Members. As of the date of this motion, only two of the 9,571 Class Members have opted out of the
22 Settlement and no Class Members have objected to the Settlement, leaving 9,569 Participating
23 Class Members. Class Counsel secured an excellent settlement with Sutter after litigating this
24 matter across multiple lawsuits over the course of approximately five years, all without any
25 compensation for services rendered or costs expended. The Class Notice duly informed the Class
26 Members that Class Counsel would request attorneys’ fees not to exceed \$2,666,400.00 (33.33% of
27 the Maximum Settlement Amount), along with reimbursement of no more than \$90,000.00 for
28 actual costs incurred litigating against Sutter. As of the filing of this Motion, **no Class Members**

1 **have objected to the proposed fee award or costs.** Consistent with the Settlement and Class
2 Notice, Plaintiffs respectfully request the Court award Class Counsel's fees in an amount of
3 \$2,666,400.00 and costs in the amount of \$78,991.85. The requested attorneys' fees are well within
4 the range of reasonableness, especially considering the complex and risky nature of this litigation,
5 the contingent risk assumed, and the five years of litigation and delay in payment. When subjected
6 to a lodestar crosscheck, the requested fee is in line with the base lodestar with a modest multiplier.

7 Accordingly, on behalf of themselves and all Class Members, Plaintiffs respectfully
8 request the Court grant this Motion and enter judgment accordingly.

9 **II. BACKGROUND/LITIGATION HISTORY**

10 The details of the procedural and factual background of this matter were outlined in
11 the Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action and
12 PAGA Settlement (filed on or about November 16, 2023). To re-familiarize the Court with this
13 litigation, Plaintiffs filed three separate lawsuits against Sutter, alleging various wage and hour
14 violations. In March 2019, Plaintiff Price filed the instant class action lawsuit and later gave
15 notice to the LWDA of her intent to seek civil penalties pursuant to the PAGA. Subsequently,
16 in July 2019, Plaintiff Price added Plaintiff Bria to the lawsuit. Declaration of Jamie Serb ("Serb
17 Decl."), ¶ 2.

18 On April 2, 2020, Plaintiff Tinnin filed a lawsuit in the Eastern District of California,
19 alleging individual wage and hour claims, a collective overtime claim under the FLSA, and a
20 PAGA claim. Plaintiff Tinnin amended her complaint on January 15, 2021 to assert wage and
21 hour class claims. On December 5, 2022, Plaintiff Tinnin filed her motion for Rule 23 class
22 and FLSA collective action certification with the District Court, set for hearing on April 28,
23 2023, with Sutter's Opposition due on March 24, 2023. *Id.*

24 On April 17, 2020, Plaintiff Rodriguez filed a lawsuit in Stanislaus County Superior
25 Court, alleging wage and hour class and PAGA claims. On January 6, 2023, the Stanislaus
26 Court granted Plaintiff Tinnin's motion to intervene in the instant action. On January 25, 2023,
27 the Court consolidated the *Price* and *Rodriguez* cases, designating *Price* as the lead case. On
28

1 January 30, 2023, after conducting formal and informal discovery, exchanging relevant
2 information, and engaging in numerous discussions regarding the claims alleged, the Parties in the
3 *Price, Rodriguez, and Tinnin* actions participated in a full-day, arms-length mediation with Michael
4 Loeb, Esq. of JAMS. The negotiations lasted all day and resulted in a mediator's proposal that
5 evening, which the Parties accepted. After extensive negotiations regarding the settlement terms,
6 the Settlement was finalized in a long-form agreement and executed by all Parties on or around
7 August 30, 2023. On September 25, 2023, Plaintiffs filed the operative Second Amended
8 Complaint ("SAC"), adding Plaintiffs Rodriguez and Tinnin as Plaintiffs and Class
9 Representatives, as well as claims under PAGA and the FLSA. *Id.*

10 Based on their own respective independent investigations and evaluations, and after taking
11 into account the sharply disputed factual and legal issues involved in this matter, the risks of further
12 litigation in light of certification issues faced in *Brinker Rest. Corp. v. Superior Ct.* (2012) 53 Cal.
13 4th 1004 ("*Brinker*"), the independent discovery and expert analysis conducted by Plaintiffs,
14 Plaintiffs and their counsel are of the opinion that the Settlement is fair, reasonable, adequate, and
15 in the best interests of the Class. The Court preliminarily approved the Settlement on December 20,
16 2023. Serb Decl. ¶ 3.

17 Phoenix, the Settlement Administrator chosen by the Parties and appointed by the Court,
18 mailed the Court-approved Class Notices to all 9,571 Class Members on January 29, 2024.
19 Declaration of Taylor Mitzner ("Mitzner Decl."), ¶ 5. Class Members had until March 14, 2024, to
20 opt out or object to the Settlement. *Id.* ¶ 8. As of the date of filing this Motion, no Class Members
21 opted out of or objected to the Settlement. *Id.* ¶¶ 8-9.

22 **III. TERMS OF THE PROPOSED SETTLEMENT**

23 Per the Settlement, Sutter will pay \$8,000,000.00 into a common fund ("Maximum
24 Settlement Amount" or "MSA"). Sutter will separately pay payroll taxes as the Class Members'
25 employer, due on the settlement payments apportioned as wages. From the MSA, the following
26 payments will be deducted, subject to Court approval: (1) Class Counsel Fees in an amount not to
27 exceed \$2,666,400.00 (33.33% of the MSA); (2) Class Counsel Costs in an amount not to exceed
28

1 \$90,000.00 (of which only \$78,991.85 is requested); (3) Class Representatives' Service Awards in
2 an amount not to exceed \$10,000.00 each (for a total of \$40,000.00); (4) Settlement Administration
3 Costs in an amount not to exceed \$40,000.00; and (5) PAGA Payments to the LWDA and PAGA-
4 Eligible Employees, totaling \$100,000.00 (75% or \$75,000.00 to the LWDA and 25% or
5 \$25,000.00 distributed *pro-rata* to PAGA-Eligible Employees). Settlement ¶¶ 15-23¹. The
6 remaining Net Settlement Amount ("NSA") of approximately \$5,063,600.00 will be allocated *pro*
7 *rata* to Participating Class Members. The Administrator will calculate each Participating Class
8 Members' Individual Class Payment by determining the total number of Compensable Workweeks
9 worked by all Participating Class Members, dividing that number into the NSA to determine the per
10 workweek value of each Compensable Workweek, and then multiplying that sum by the number of
11 Compensable Workweeks worked by each Participating Class Member. Settlement ¶ 20. This
12 calculation method is intended to ensure each Class Member receives a settlement award
13 corresponding to the relative value of their potential claims. Individual Settlement Payments will be
14 allocated as 20% wages (reported on IRS Form W2 and subject to all payroll tax withholdings) and
15 80% interest and penalties (reported on IRS Form 1099 and not subject to payroll tax
16 withholdings). Settlement ¶ 22. No portion of the Settlement will revert to Sutter. Settlement ¶ 51.

17 **a. Certification of the Settlement Class**

18 The Court provisionally certified a settlement class defined to include all current and
19 former non-exempt employees employed by Defendant and/or its predecessors from March 5, 2015
20 through April 2, 2023, of which contains 9,571 individuals were identified as Class Members.
21 Mitzner Decl. ¶ 5. Nothing has changed to require reconsideration of the Court's certification of the
22 Settlement Class.

23 ////

24 ////

25
26 _____
27 ¹ All citations to "Settlement" refer to the Joint Stipulation of Class Action and PAGA Settlement and Release,
28 attached as **Exhibit 1** to the Declaration of Jamie Serb, which the Court preliminary approved on December 20,
2023.

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

2
3
4
5
6
7
8
9

10
11
12

13

14
15
16
17
18
19
20
21
22
23
24
25

26

27

1 **d. Release of Claims**

2 Effective on the date Defendant fully funds the MSA and its share of payroll taxes,
3 Plaintiffs and all Participating Class Members will release the Released Parties² from all claims
4 alleged in the operative complaint, or that could have been brought based on the factual allegations
5 in the operative complaint during the Class Period, as fully described in the Settlement. Settlement
6 ¶ 24.

7 Similarly, Plaintiffs and the State of California will release the Released Parties from all
8 PAGA claims alleged in the operative complaint, or that could have been brought based on the
9 factual allegations in the operative complaint during the PAGA Period, as fully described in the
10 Settlement. Settlement ¶ 25. Additionally, Plaintiffs have agreed to a general release of claims.
11 Settlement ¶ 26.

12 **e. PAGA and Notice to the LWDA**

13 As noted, the Parties allocated \$100,000.00 from the MSA to resolution of Plaintiffs'
14 claims under PAGA, and respectfully request the Court approve that amount as fair, reasonable,
15 and adequate. Consistent with PAGA, \$75,000.00 (75%) of this amount will be paid to the LWDA
16 as the State's share of the civil penalties, and the remaining \$25,000.00 (25%) will be distributed to
17 the 7,618 PAGA-Eligible Employees. Mitzner Decl. ¶ 15. As required by Labor Code § 2699(l)(2),
18 Plaintiffs notified the LWDA of the Settlement on November 16, 2023 and further provided notice
19 of the Final Approval Hearing via its online portal. Serb Decl. ¶¶ 5-6.

20 **IV. ARGUMENT**

21 **a. Standards for Approval**

22 The law favors settlement, particularly in class actions where substantial resources can be
23 conserved by avoiding the time, cost, and rigors of formal litigation. H. Newberg & A. Conte, 4
24 Newberg on Class Actions (4th ed. 2002), § 11.41; *Class Plaintiffs v. City of Seattle* (9th Cir. 1992)
25 955 F.2d 1268, 1276, cert. denied, 506 U.S. 953; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976)

26 _____
27 ² "Released Parties" means Defendant, and all of its former and present parents, corporate members, subsidiaries,
28 divisions, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents,
insurers, successors, assigns, and legal representatives. Settlement ¶ HH.

1 529 F.2d 943,950; *Potter v. Pacific Coast Lumber Co.* (1951) 37 Cal.2d 592, 602. Nevertheless, to
2 make certain the rights of absent parties are not unjustly compromised, the settlement of a class
3 action requires court approval. Cal. Rule of Court 3.769; *Dunk v. Ford Motor Co.* (1996) 48
4 Cal.App.4th 1794, 1801; *Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 245. The purpose
5 of that judicial review is to protect against fraud or collusion, and to ensure fairness to absent class
6 members. *Dunk*, 48 Cal.App.4th at 1800-01; Newberg, at §§ 11.22, et seq. Review is accomplished
7 through a two-step process intended to determine whether, under the totality of circumstances, the
8 settlement is fair, reasonable and adequate. *Dunk*, 48 Cal.App.4th at 1801; *Wershba*, 91
9 Cal.App.4th at 245.

10 On a motion for final approval, the trial court is charged with determining whether, in light
11 of the total circumstances of the action and the response of the class members to the proposed
12 settlement, the settlement is fair, reasonable, and adequate. *Dunk*, 48 Cal.App.4th at 1801-02;
13 *Wershba*, 91 Cal.App.4th at 244-45. The court has broad discretion in making that determination
14 and may consider a number of relevant factors, including: the strength of plaintiff's case; the
15 likelihood of potential recovery; the risk, expense and likely duration of further litigation; the
16 amount offered in settlement; the extent of discovery and stage of the proceedings; the experience
17 and opinion of counsel; and the reaction of class members to the settlement. *Id.* In light of the
18 strong judicial policy favoring the settlement of class actions, courts generally apply a presumption
19 of fairness to a proposed class action settlement when: (1) the settlement is reached through arm's-
20 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
21 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
22 is small. *Dunk*, 48 Cal.App.4th at 1802; *Wershba*, 91 Cal.App.4th at 245.

23 **b. The Proposed Settlement Merits Final Approval**

24 The proposed Settlement of this action warrants final approval under the standards
25 summarized above. The Settlement is fair, reasonable, and adequate, and represents a favorable
26 resolution of highly disputed claims. Further, the Settlement has been very well received by Class
27 Members, as there are no objections and only two requests for exclusion.

1 **i. The Settlement is the Product of Arm’s-Length, Informed Negotiations**

2 The Settlement is not the result of fraud or collusion. Rather, the proposed Settlement was
3 reached following arm’s-length negotiations presided over by Michael Loeb, Esq., a highly
4 respected and well-known mediator with extensive experience mediating wage and hour class
5 actions. Serb Decl. ¶ 9. Moreover, Plaintiffs and Class Counsel were well-informed about the facts
6 and the law, and have years of litigation experience, including litigating wage and hour class
7 actions. Class Counsel are well-qualified to evaluate the risks and benefits of pursuing further
8 litigation or settling the matter. Serb Decl. ¶ 10, 9-21; Hawkins Decl. ¶¶ 7-13; Mallison Decl. ¶¶
9 20-22. Defendant is likewise represented by highly-qualified and experienced defense counsel.
10 Both sides advocated vigorously for their clients and nothing was “left on the table.”

11 **ii. The Class Reacted Overwhelmingly in Favor of the Settlement**

12 The Settlement was overwhelmingly well-received by the Class. As of the filing of this
13 Motion, no objections have been filed, and only two Class Members have requested exclusion out
14 of 9,571 Class Members. Mitzner Decl. ¶¶ 8-9. As many courts recognize, class member reaction to
15 the settlement is one of the most important factors to consider in determining if final approval
16 should be granted. *Mandujano v. Basic Vegetable Prods., Inc.*, 541 F.2d 832, 837 (9th Cir. 1976);
17 see also *In re: American Bank Note Holographics*, 127 F.Supp.2d 418, 425 (S.D.N.Y. 2001) (“It is
18 well-settled that the reaction of the class to the settlement is perhaps the most significant factor to
19 be weighed in considering its adequacy”) (internal quotation marks omitted). In line with the Class
20 Members’ approval of the Settlement, the Court should finally approve the Settlement.

21 **iii. The Settlement is Fair and Reasonable, Considering the Benefits**
22 **Conferred and Risks of Further Litigation**

23 As discussed in length in Plaintiffs’ Motion for Preliminary Approval of Class Action and
24 PAGA Settlement (at pages 12-21, filed on or around November 16, 2023), the Parties analyzed the
25 strengths of the claims and defenses at issue in this Action, as well as the risks of continued
26 litigation both at certification and on the merits, conducted significant investigation of the facts and
27 law, and undertook extensive expert analysis of the class members’ time and payroll data in
28 arriving at the proposed Settlement. Plaintiff Tinnin also moved for class and FLSA certification,

1 which was pending at the time of mediation. See Declaration of James R. Hawkins in Support of
2 Motion for Preliminary Approval (filed on or around November 16, 2023) at ¶ 16, for a recitation
3 of the claims, defenses, and evaluations considered by Class Counsel, as previously provided in
4 Plaintiffs’ Motion for Preliminary Approval.

5 The proposed settlement involves a substantial sum of money that, when distributed, will
6 confer meaningful monetary benefits on the Class Members. As described above, each individual
7 award will be based on an allocation consistent with the nature of the claims asserted and will fairly
8 and equitably allocate the available funds in relation to the degree of damage each Class Member
9 incurred. While Class Members who worked for only a short period of time will receive smaller
10 sums, those with longer tenures and who worked more hours and shifts throughout the Class Period
11 will receive appropriately larger awards.

12 In arriving at the proposed Settlement, Plaintiffs and their counsel discounted the value of
13 the Class claims consistent with the risks in continuing litigation, and carefully weighed the
14 likelihood of the Class receiving substantially greater benefit if the litigation continued. Plaintiffs
15 and Class Counsel concluded – in light of these very real and substantial risks – settlement on the
16 proposed terms and without prolonged and costly litigation was in the best interests of the Class.
17 The \$8,000,000.00 recovery represents a significant percentage of Defendant’s potential exposure.
18 Given Defendant’s multi-layered defenses and all other potential risks of continued litigation, a
19 total recovery for the class of \$8,000,000.00, which will result in average award currently estimated
20 at \$529.17 per Class Member, plus additional sums under PAGA to PAGA-Eligible Employees, is
21 a significant result well within the range of reasonableness considering all potential outcomes, and
22 it will provide direct monetary awards to all Class Members without further delay. Serb Decl. ¶ 11;
23 Mitzner Decl. ¶ 14.

24 Importantly, the mere fact that a settlement does not provide the same recovery as might be
25 achieved at trial is not a proper indicator of whether the settlement is fair, reasonable, and adequate.
26 *Wershba*, 91 Cal.App.4th at 246, 250 (“Compromise is inherent and necessary in the settlement
27 process...even if the relief afforded by the proposed settlement is substantially narrower than it
28

1 would be if the suits were to be successfully litigated, this is no bar to a class settlement because the
2 public interest may indeed be served by a voluntary settlement in which each side gives ground in
3 the interest of avoiding litigation”); *7-Eleven Owners for Fair Franchising v. Southland Corp.*
4 (2000) 85 Cal.App.4th 1135, 1150 (“The fact that a proposed settlement may amount to only a
5 fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is
6 grossly inadequate and should be disapproved”); *White v. Experian Information Solutions, Inc.*
7 (C.D. Cal. 2011) 803 F.Supp.2d 1086, 1098 (rejecting contention settlement was not fair and
8 reasonable even though it represented 99% discount off the maximum value of the claims); *Lane v.*
9 *Facebook, Inc.* (9th Cir. 2012) 696 F.3d 811, 819 (“[T]he question whether a settlement is
10 fundamentally fair . . . is different from the question whether the settlement is perfect in the
11 estimation of the reviewing court”). Importantly as well, the proposed settlement is non-
12 reversionary and will provide immediate benefits to the Class Members without a claims process.
13 *White*, 803 F.Supp.2d at 1098; c.f., Federal Judicial Center, Managing Class Action Litigation: A
14 Pocket Guide for Judges (3d ed. 2010) at 20, available at [http://](http://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf)
15 www.fjc.gov/sites/default/files/2012/ClassGd3.pdf (reversionary provisions and/or cumbersome
16 claims process may indicate lack of fairness). Plaintiffs and Class Counsel submit the settlement is
17 within the “range of reasonableness,” and is fair and adequate for the Class.

18 **V. PLAINTIFFS’ ENHANCEMENT**

19 Pursuant to the terms of the settlement, Plaintiffs seek a modest incentive award of
20 \$10,000.00 each for their service in bringing these claims on behalf of the Class. The request is
21 reasonable given the risks Plaintiffs undertook on behalf of the Class Members. By contacting and
22 retaining counsel to pursue these claims, Plaintiffs helped make this Settlement possible for the
23 absent Class Members, while shouldering the risk of being liable for Sutter’s litigation costs.
24 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
25 (discoverable even through a simple Google search) for the benefit of other employees, placing
26 themselves at risk of discrimination by future prospective employers. As set forth in more detail in
27 their accompanying declarations, among taking many other actions assisting in the successful
28

1 litigation of this case, Plaintiffs collectively provided substantial factual information and documents
2 to counsel, participated in written discovery, prepared for and sat for a full day of deposition,
3 attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast
4 of all significant developments. See Declarations of Plaintiffs Price, Bria, and Rodriguez. Finally,
5 there are no objections submitted with respect to the amounts Plaintiffs propose to receive. Mitzner
6 Decl. ¶ 9. Accordingly, the requested enhancement payments to Plaintiffs are appropriate and
7 justified as part of the settlement.

8 **VI. SETTLEMENT ADMINISTRATION COSTS**

9 The settlement provides for a payment to Phoenix of no more than \$40,000.00 for its
10 services as the Settlement Administrator. As set forth in the Declaration of Taylor Mitzner, Phoenix
11 has performed and will continue to perform its required duties through final distribution of the
12 settlement funds, and incurred \$40,000.00 in fees and expenses. *Id.* at 17, **Exh. B**. Accordingly,
13 Plaintiffs respectfully request the Court approve payment of \$40,000.00 to Phoenix from the MSA.

14 **VII. ATTORNEYS FEES AND COSTS**

15 **a. The Attorneys' Fees Requested Are Fair and Reasonable and Should be 16 Approved**

17 This Court has discretion over the amount of attorneys' fees awarded and court approval
18 is required for Class Counsel's fees. Cal. Rule of Court 3.769; *Levy v. Toyota Motor Sales, U.S.A.*
19 (1992) 4 Cal.App.4th 807, 813; *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19. In
20 defining a reasonable fee, the Court should attempt to mimic the marketplace for cases involving
21 significant contingent risk, such as this one. *Deposit Guaranty Nat'l Bank, Jackson, Miss. v. Roper*
22 (1980) 445 U.S. 326, 338, reh'g. den. 446 U.S. 947; *Lealao*, 82 Cal.App.4th at 49-50 (court should
23 attempt "to award the fee that informed private bargaining, if it were truly possible, might have
24 reached" in determining a reasonable fee, and a fee award should approximate a "range of fees
25 freely negotiated in comparable litigation"). Here, Class Counsel's request for attorney's fees and
26 costs is reasonable and justified by the work performed, the benefits obtained, and the contingent
27 risk assumed.
28

1 As addressed in detail above, Plaintiffs faced a real risk that some or all the claims would
2 not be certified for class treatment, as Defendant had strong arguments that its compensation
3 policies were legal and properly compensated the Class Members. Even if Plaintiffs certified some
4 or all of the claims and ultimately prevailed on the merits, it undoubtedly would have taken several
5 years to realize any recovery while they pursued class certification, trial, and an almost certain
6 appeal.

7 Nonetheless, Plaintiffs succeeded and expeditiously obtained the relief they set out to
8 obtain, and the Settlement provides substantial cash payments to Class Members, with an average
9 award of about \$529.17, and with a maximum award of almost \$1,288.52. Importantly as well, the
10 Class Members have been overwhelmingly supportive of the Settlement – as of the filing of this
11 motion, there are no objections to the Settlement and only two individuals have opted out.
12 Accordingly, 99.98% of the Class Members are participating in this Settlement, demonstrating an
13 overwhelming approval of the Settlement.

14 **b. The Requested Fee Award is Reasonable and Appropriate**

15 The United States Supreme Court has ruled the parties to a class action properly may
16 negotiate not only the settlement of the action itself but also the payment of attorney’s fees. *Evans*
17 *v. Jeff D.* (1986) 475 U.S. 717, 734-35, 738, fn. 30.). In *Hensley v. Eckerhart* (1983) 461 U.S. 424,
18 437, the Supreme Court explained that negotiated, agreed-upon attorney’s fee provisions are the
19 ideal towards which the parties should strive: “A request for attorney’s fees should not result in a
20 second major litigation. Ideally, of course, litigants will settle the amount of a fee.” The United
21 States Supreme Court has reemphasized this policy and further stressed trial courts have “a
22 responsibility to encourage agreement” on fees. *Blum v. Stenson* (1984) 465 U.S. 886, 902 n.19.

23 As part of the Settlement, Sutter agreed not to object to an award of no more than 33.33%
24 of the GSA for attorney’s fees, or \$2,666,400.00, and up to \$90,000.00 in reimbursement for
25 litigation costs and expenses. Such a fee is commensurate with what the market would provide for
26 similar services and the Court therefore can most certainly enforce the agreement. As California’s
27 Court of Appeal has instructed:

1 Given the unique reliance of our legal system on private litigants to enforce
2 substantive provisions of law through class and derivative actions, attorneys
3 providing the essential enforcement services must be provided incentives roughly
4 comparable to those negotiated in the private bargaining that takes place in the
legal marketplace, as it will otherwise be economic for defendants to increase
injurious behavior.

5 *Lealao*, 82 Cal.App.4th at 47.

6 Here, the parties did not negotiate the inclusion of attorney's fees until after extensive
7 arms-length bargaining regarding relief to the Class was completed. The requested fee and cost
8 award was a product of these arms-length negotiations and fairly reflects the marketplace value of
9 the services rendered by Class Counsel in this case. As a result, the fee agreed to by the parties
10 should be approved.

11 **c. Class Counsel's Fees are Justified When Calculated as a Percentage of the
Common Fund**

12 In approving fee applications, courts typically apply either a percentage-of-recovery
13 method or the lodestar method. *Laffitte v. Robert Half Int'l., Inc.* (2016) 1 Cal.5th 480, 489;
14 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254, disapproved on other grounds,
15 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260. The California Supreme Court
16 recently recognized the advantages and equities of calculating attorney's fees using the percentage-
17 of-the-common-fund method in another wage-and-hour case:

18 The recognized advantages of the percentage method-including relative ease of
19 calculation, alignment of incentives between counsel and the class, a better
20 approximation of market conditions in a contingency case, and the encouragement
21 it provides counsel to seek an early settlement and avoid unnecessarily prolonging
the litigation convince us the percentage method is a valuable tool that should not
be denied our trial courts.

22 *Laffitte*, 1 Cal. 5th at 503 (citations omitted).

23 Indeed, both California and federal courts have long recognized an appropriate method for
24 determining the award of attorney's fees is based on a percentage of the total value of benefits
25 afforded to class members by the settlement. *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co.*
26 *v. Van Gernert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d
27 759, 769. Awarding a fee based on a percentage of the common fund recovered operates to "spread
28

1 litigation costs proportionately among all the beneficiaries so that the active beneficiary does not
2 bear the entire burden alone.” *Vincent*, 557 F.2d at 769.

3 In wage and hour class actions like this one, the common fund method is preferred. The
4 lodestar method, originally created to combat the inequity placed on losing defendants forced to
5 pay the plaintiffs’ attorneys’ fees under state statutes, lends itself to subjective results, spawning
6 confusion and a lack of predictability in its application. See Third Circuit Task Force Report on
7 Court-Awarded Attorneys’ Fees (“Task Force Report”), 108 F.R.D. 237, 246-49 (3d. Cir. 1985);
8 see also *Blum*, 465 U.S. at 900 n.16 (“[U]nder the ‘common fund doctrine,’ [. . .] a reasonable fee is
9 based on a percentage of the fund bestowed on the class.”).

10 The lodestar method also creates a great disincentive for the early settlement of cases and
11 encourages the accumulation of excessive hours by the most expensive attorneys, often at the
12 expense of the interests of the plaintiff class. Task Force Report, 108 F.R.D. at 249. Moreover, its
13 greatest apparent advantage—a sense of mathematical precision—fails to take into account the
14 “realities of the practice of law.” See *id.* Thus, while the lodestar method continues to have merit in
15 statutory fee-shifting cases where the prevailing party recovers attorneys’ fees, fee awards in
16 common fund cases should be based on a percentage of the fund.

17 In determining a reasonable common fund fee award, courts should also consider the fact
18 that fees serve as an economic incentive for lawyers to bring class action litigation to achieve
19 increased access to the judicial system for meritorious claims and to enhance deterrents to
20 wrongdoing. Conte, *Attorney Fee Awards* (2d ed. 1993) § 104. Without prosecution on a contingent
21 basis and use of the class action mechanism, the courthouse door would effectively be closed to
22 most class members due to the relatively small size of their individual claims in relation to the
23 enormous time and cost associated with class action litigation.

24 Here, Class Counsel seek a fee award for their successful prosecution and resolution of this
25 action of no more than 33.33% of the total amount recovered by the Class via the lawsuit, or
26 \$2,666,400.00. The percentage requested is justified for the reasons set forth further below, and
27 comports with fee awards calculated on a percentage-of-the-benefit basis. Indeed, review of class
28

1 action settlements shows that courts have historically awarded fees in the range of 20 to 50 percent,
2 depending upon the circumstances of the case. *In re Warner Communications Sec. Litig.* (S.D.N.Y.
3 1985) 618 F.Supp. 735, 749-50 (concluding that percentage fees in common fund cases range from
4 20 to 50 percent); Newberg, *Newberg on Class Actions* (3d ed.) § 14.03, pp. 13-14 (“Usually 50%
5 of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that
6 the fees do not consume a disproportionate part of the recovery obtained for the class, although
7 somewhat larger percentages are not unprecedented.”).

8 **d. A Lodestar Cross-Check Also Supports Class Counsel’s Fee Request**

9 To ensure the fairness of an attorney’s fee award, courts frequently conduct a lodestar cross
10 check of counsel’s fees. “A lodestar cross-check thus provides a mechanism for bringing an
11 objective measure of the work performed into the calculation of a reasonable attorney fee.” *Laffitte*,
12 1 Cal.5th at 504. Here, Class Counsel from Crosner Legal and James Hawkins have spent at least
13 841.6 hours of time on this matter, resulting in at least a lodestar of \$654,445.00. Serb Decl. ¶¶ 24-
14 25, **Exhibit 3**; Hawkins Decl. ¶¶ 16-17. These hours and lodestar amounts do not include any time
15 spent litigating this matter by the Mallison attorneys, who would not provide this information,
16 despite repeated requests. It is assumed that inclusion of their hours would increase the total
17 lodestar and decrease the corresponding multiplier, discussed below. Serb Decl. ¶ 25.

18 As is fully detailed in the accompanying attorney Declarations, Class Counsel’s efforts
19 included, but were not limited to: (1) extensive pre-lawsuit investigation of Plaintiffs and Class
20 Members’ claims, including legal research, research into similar claims and claims against other
21 employers in the same industry, and attempts to locate and contact other Sutter employees; (2)
22 drafting PAGA notice letters; (3) drafting the initial complaint and related documents; (4) case
23 management, including communications with defense counsel, meeting and conferring/preparing
24 case management statements, etc.; (5) drafting amended complaints; (6) propounding written
25 discovery; (7) preparing Plaintiffs for and defending their depositions; (8) conducting a *Belaire-*
26 *West* notice mailing; (9) discussions with Class Members regarding their employment experiences
27 with Sutter; (10) meet and confer discussions regarding discovery; (11) lengthy discussions with
28

1 defense counsel regarding settlement/mediation and informal discovery needed for meaningful
2 settlement discussions; (12) engaging in informal discovery, including propounding informal
3 discovery requests and reviewing documents and other information produced; (13) motion practice,
4 including moving to compel production of records from Sutter and moving for class/FLSA
5 collective action certification; (14) drafting mandatory settlement conference briefs;(15) drafting a
6 mediation brief and accompanying damages model after review and analysis of Sutter's data
7 production; (16) working with Plaintiffs' experts to conduct a liability analysis;(17) attending an
8 all-day mediation; (18) negotiating and drafting the settlement agreement and related documents;
9 (19) drafting an amended complaint to effectuate the settlement;(20) drafting the motion for
10 preliminary approval, and attending the hearing; (21) administration of the settlement, including
11 communications with the Settlement Administrator and settlement class members; (22) drafting the
12 motion for final approval; and (23) extensive communications with the Plaintiffs regarding case
13 status, case investigation and document review, mediation, and settlement terms. Additionally,
14 Class Counsel will incur additional time following final approval to, inter alia, respond to Class
15 Member inquiries, work with the Settlement Administrator on the distribution of settlement funds,
16 and on the compliance hearing. Serb Decl. ¶ 24-26, **Exhibit 3**; Hawkins Decl. ¶ 16; Mallison Decl.
17 ¶ 17.

18 In pursuing this matter, Class Counsel from Crosner Legal and James Hawkins have
19 incurred a combined lodestar fee of \$654,445.00, based on 841.6 attorney hours. This lodestar is
20 based on an eminently reasonable number of hours worked to litigate this matter to a successful
21 conclusion. The attorney hourly rates are reasonable and comport with hourly rates charged by
22 other attorneys with similar experience in this practice area in California. Serb Decl., ¶¶ 22-28;
23 Hawkins Decl., ¶ 11, 17, **Exh. 1**. On a lodestar basis, the fee request of \$2,666,400.00 results in a
24 multiplier of 3.98, which is a modest enhancement entirely in line with California law. The overall
25 requested fees are reasonable under all of the circumstances of this case as outlined above, and
26 represent a fair return for the contingency assumed. The benefit conferred on the Participating Class
27 Members and the potential difficulty of the case further bolsters the reasonableness of the requested
28

1 fee. Furthermore, assuming the addition of the missing Mallison lodestar would only increase the
2 overall total lodestar and decrease the applicable multiplier.

3 Indeed, California courts routinely approve multipliers in the in the 2-4 range to
4 compensate for the time and risk of class action cases. *Chavez v. Netflix, Inc.* (2008) 162
5 Cal.App.4th 43, 66 (affirming attorneys' fee award including an upward multiplier of 2.5);
6 *Wershba*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *City of*
7 *Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 85 (affirming a multiplier of 2.34).) Class
8 Counsel submit the requested 3.98 multiplier effectively operates to show that the percentage fee
9 request is reasonable considering the challenges presented in this contingency fee matter, and
10 appropriately compensates Class Counsel for the contingent risk assumed and delay in payment
11 during the many years counsel has been representing Plaintiffs. Serb Decl. ¶¶ 27-28; Hawkins
12 Decl., ¶ 18; Mallison Decl. ¶¶ 15-16. Thus, the multiplier results in a fee constituting a fair return
13 on the contingency.

14 **e. The Award is Supported by the Results Achieved, the Risk Involved, the Skill
Required, the Contingent Nature of the Fee, and Awards in Similar Cases**

15 What has now emerged in most fee award decisions is the recognition that fee
16 determinations in both common fund and statutory fee situations are incapable of mathematical
17 precision because of the intangible factors that must be resolved in the court's discretion based on
18 the circumstances of each particular case. Conte, § 207, p. 44. In determining an appropriate fee in
19 a common fund case, a Court must decide, based on the unique posture of each case, what
20 percentage of the common fund would most reasonably compensate Class Counsel given the nature
21 of the litigation and the performance of counsel. *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir.
22 1989 886 F.2d 268, 272) (the benchmark percentage fee may be adjusted to account for the
23 circumstances involved in a case). Courts apply a five-part test in calculating a reasonable
24 percentage fee in common fund cases: (1) the results achieved; (2) the risk of litigation; (3) the skill
25 required and the quality of work; (4) the contingent nature of the fee and the financial burden
26 carried by the plaintiffs; and (5) awards made in similar cases. *Laffitte*, 1 Cal.5th at 489.

1 **i. The Results Achieved**

2 Class Counsel obtained an excellent result in this case for the Class Members. The
3 Settlement provides real monetary benefits to the Class Members, and the Settlement is particularly
4 advantageous to the Class Member because the proceeds will be distributed shortly as opposed to
5 waiting additional years for a similar, or possibly, less favorable result. Considering many
6 individual claims would be very modest and would not be cost-effective to pursue successfully, the
7 Settlement provided them with fair compensation for their claims. Moreover, the absence of any
8 objection to either the Settlement or the attorney’s fee request bolsters the excellent results. Indeed,
9 the approval of the Class is overwhelming as indicated by the fact that only two Class Members
10 opted out. Additionally, the Settlement amounts to a substantial percentage of the maximum value
11 of the amount the Class might have obtained if it had tried the case and recovered on all theories
12 seeking recovery of wages and penalties. “It is well-settled law that a cash settlement amounting to
13 only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.”
14 *In re Omnivision Techs. Inc.*, 559 (N.D. Cal. 2008) F.Supp.2d 1036, 1042.

15 **ii. Class Counsel Bore Considerable Risk**

16 Class Counsel recognized that they would have to expend a substantial amount of time and
17 advance significant costs to prosecute a statewide class action lawsuit with no guarantee of
18 compensation or reimbursement, in the hope of prevailing against a sophisticated Defendant
19 represented by first-rate attorneys. Despite their belief in the validity of Plaintiffs’ claims, they also
20 knew they faced substantial risks of class certification and the ability to prove class-wide and
21 individual damages. In light of the highly uncertain nature of this suit, Class Counsel also bore the
22 risk that Defendant would dig in and attempt to bury their small firms in work, which could result
23 in losses at certification or at trial, with no recovery of fees. Accordingly, not receiving any
24 compensation for several years while simultaneously advancing litigation costs posed considerable
25 risk and difficulty.

26 ////

27 ////

1 **iii. The Skill Required and the Quality of Work**

2 Practice in the narrow area of wage and hour litigation requires skill, knowledge, and
3 experience. The issues presented in this case required more than just a general appreciation of wage
4 and hour law and class action procedure. This Settlement was possible only because Class Counsel
5 persuaded Sutter that Plaintiffs and the putative Class had a realistic chance of prevailing on their
6 claims despite Sutter's contrary arguments, and that the case would be pursued through class
7 certification and trial if necessary. In successfully navigating these hurdles, Class Counsel
8 displayed appropriate skill while pursuing a risky and difficult case.

9 **iv. The Contingent Nature of the Fee and Risk Assumed**

10 There is a substantial difference between the risk assumed by attorneys being paid by the
11 hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to
12 the bank with his fee. *Powers v. Eichen* (9th Cir. 2000) 229 F.3d 1249, 1256. The attorney working
13 on a contingent basis can only log hours while working without pay towards a result that will
14 hopefully entitle him to a market fee considering the risk and other factors of the undertaking. *Id.* at
15 1257. Otherwise, the contingent fee attorney receives nothing. *Id.* In this case, Class Counsel
16 subjected themselves to this all or nothing contingent fee case, wherein the necessity and financial
17 burden of private enforcement makes the requested award appropriate.

18 Counsel retained on a contingency fee basis, whether in private matters or in class action
19 litigation, is entitled to a premium beyond their standard, hourly, non-contingent fee schedule to
20 compensate for both the contingent risk assumed and the delay in payment. The simple fact is that
21 despite the most vigorous and competent of efforts, success is never guaranteed. *McKittrick v.*
22 *Gardner* (4th Cir. 1967) 378 F.2d 872, 875. Indeed, if counsel is not adequately compensated for
23 the risks inherent in difficult class actions, competent attorneys will be discouraged from
24 prosecuting similar cases. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-33; *Cazares v. Saenz*
25 (1989) 208 Cal.App.3d 279, 287.

26 Here, the contingent fee practices of Class Counsel simply do not accommodate the
27 investment of unnecessary time in a case, and the adverse resolution of any one of several difficult
28

1 issues present in this matter could have doomed the entire effort. As discussed, the attorney's fees
2 in this case were not only contingent but fairly risky, and there was always a palpable chance Class
3 Counsel would receive nothing for any number of reasons. Serb Decl. ¶¶ 27-28; Hawkins Decl. ¶
4 18; Mallison Decl. ¶¶ 15-16. Accordingly, the contingent nature of the fee and the financial burdens
5 on Class Counsel and Plaintiffs also support the fee requested.

6 **v. Awards in Similar Cases**

7 As discussed, the attorney's fees requested by Class Counsel are within the range of fees
8 awarded in comparable cases, as cross-checked against the lodestar method in light of the
9 contingent risk assumed, the delay in payment, the result achieved, and the overall quality of the
10 representation. Serb Decl. ¶¶ 22-28; Hawkins Decl. ¶¶ 16-18; Mallison Decl. ¶¶ 15-17. California
11 courts regularly approve class action fee awards amounting to 1/3 of a common fund, as approved
12 by the California Supreme Court in *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480.
13 Additionally, a review of class action settlements over the past 10 years shows that the courts have
14 historically awarded fees in the range of 20 to 50 percent, depending upon the circumstances of the
15 case. *In re Warner Communications Sec. Litig.* (S.D.N.Y. 1985) 618 F.Supp. 735, 749-50
16 (concluding that percentage fees in common fund cases range from 20 to 50 percent); Newberg,
17 Newberg on Class Actions (3d ed.) § 14.03, pp. 13-14 ("Usually 50% of the fund is the upper limit
18 on a reasonable fee award from a common fund in order to assure that the fees do not consume a
19 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
20 are not unprecedented"). Accordingly, Class Counsel's requested fees here are reasonable.

21 **vi. Division of Fees Between Firms is Contested – Further Briefing**
22 **Following Final Approval is Requested**

23 Despite numerous attempts to do so, Class Counsel were unable to reach an agreement
24 regarding the division of the fee award between the three Plaintiff firms. In order to avoid any delay
25 in payments to the Class Members, Plaintiffs and Class Counsel request that the Court (1) set a
26 hearing date to determine how the fee award will be split amongst Class Counsel, and (2) order the
27 attorney fee award to remain in an interest-bearing account set up and maintained by the Settlement
28 Administrator until the fee division is either agreed upon by Counsel, or otherwise ordered by the

1 Court. This process will permit the administration of the Settlement funds to Participating Class
2 Members without delay. Serb Decl. ¶ 29.

3 **vii. Class Counsel's Costs are Reasonable**

4 Class Counsel also request reimbursement of actual out-of-pocket expenses incurred
5 prosecuting these claims against Defendant. These expenses were incidental and necessary to the
6 effective representation of the employees, and Class counsel is permitted to recover litigation costs
7 and expenses under the common fund doctrine and the Settlement. *Serrano*, 20 Cal.3d at 35
8 (common fund doctrine permits recovery of fees and costs from the fund); *Rider v. County of San*
9 *Diego* (1992) 11 Cal.App.4th 1410, 1424 n.6 (costs are recoverable from the common fund “[o]f
10 necessity, and for precisely the same reasons discussed above with respect to the recovery of
11 attorneys’ fees by ... [Plaintiffs’] attorneys”). Class counsel are also entitled to recover “those out-
12 of-pocket expenses that would normally be charged to a fee-paying client.” *Harris v. Marhoefer*
13 (9th Cir. 1994) 24 F.3d 16, 19. As explained in the accompanying Declarations, Class Counsel
14 incurred a total of \$78,991.85 in expenses incurred in connection with the three lawsuits filed
15 against Defendant. Serb Decl. ¶ 30, **Exh. 4**; Hawkins Decl. ¶ 19, **Exh. 2**; Mallison Decl. ¶ 39, **Exh.**
16 **6**. These expenses include the amounts paid for court filing fees, service of process, expert fees,
17 postage, and mediation fees, all of which are costs normally billed to and paid by the client. These
18 costs were reasonably incurred in the prosecution of this matter and it is respectfully requested that
19 the Court authorized they be reimbursed in full.

20 **VIII. CONCLUSION**

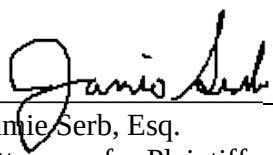
21 For all the foregoing reasons, Plaintiffs respectfully request that the Court grant final
22 approval of the proposed class action settlement and approve the payment of PAGA penalties to the
23 State, approve the payment of the Settlement Administrator’s fees and expenses, approve the
24 requested class representative enhancement payments, approve the award of attorney’s fees and
25 costs as requested, enter judgement, and set a hearing date for the contested attorneys’ fee award.
26 Finally, Plaintiffs request the Court set a final compliance hearing for January 21, 2025, or a later
27 date convenient for the Court.

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

Respectfully submitted,

Dated: April 26, 2024

CROSNER LEGAL, P.C.

By: 

Jamie Serb, Esq.
Attorneys for Plaintiff
Monique Rodriguez

1 Zachary M. Crosner (SBN 272295)
2 zach@crosnerlegal.com
3 Jamie Serb (SBN 289601)
4 jamie@crosnerlegal.com
5 **CROSNER LEGAL, PC**
6 9440 Santa Monica Blvd. Suite 301
7 Beverly Hills, CA 90210
8 Tel: (866) 276-7697
9 Fax: (310) 510-6429

10 Attorneys for Plaintiff
11 Monique Rodriguez

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF STANISLAUS**

14 SHERRYANNE PRICE, TINA BRIA,
15 MONIQUE RODRIGUEZ, and
16 KRISTEENA TINNIN, on behalf of
17 themselves and all others similarly
18 situated and as proxies for the State of
19 California,

20 Plaintiffs,

21 vs.

22 SUTTER VALLEY MEDICAL
23 FOUNDATION, a California corporation,
24 and DOES 1 through 50, inclusive,

25 Defendants.

Case No. CV-19-001331

Assigned For All Purposes To:
Judge: Hon. John R. Mayne
Dept.: 21

**PLAINTIFF MONIQUE RODRIGUEZ'S
DECLARATION IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: May 21, 2024
Time: 8:30 a.m.
Dept.: 21

1 I, MONIQUE RODRIGUEZ, declare as follows:

- 2
- 3 1. I am an adult over the age of eighteen (18) years old. I am a Plaintiff in the above-
- 4 captioned lawsuit. I have personal knowledge of the facts set forth in this declaration.
- 5 2. I was employed by Defendant SUTTER VALLEY MEDICAL FOUNDATION for
- 6 approximately 18 years, from approximately April 2, 2001 through approximately August
- 7 22, 2019. From approximately 2016 through August 2019, I worked as a non-exempt
- 8 imaging clerk/electronic assistant. I imported and exported images into patients' charts,
- 9 scheduled appointments, trained new employees, and covered the front desk. I also
- 10 responded to subpoenas for medical records for the radiology department, among other
- 11 tasks. While working for Defendant I don't think I was properly compensated for all hours
- 12 worked and did not receive premium pay for late meal and rest breaks.
- 13 3. I decided to bring this lawsuit because I did not feel that I was treated fairly as an
- 14 employee of Defendant, especially with regard to not being paid properly for all the hours
- 15 I worked, as well missed meal and rest breaks and using my own phone for work. As a
- 16 result, I believe the class members and myself are owed additional compensation for all of
- 17 the time we worked that was not paid for by Defendant, as compensation for not getting
- 18 all our breaks, and for phone reimbursement.
- 19 4. It is my understanding this lawsuit could not have been prosecuted or settled unless I or
- 20 some other employee decided to serve as a named plaintiff and pursue the case. In
- 21 deciding to serve as a named plaintiff, I understood that my name would be publicly
- 22 attached to this lawsuit and that my work experiences to some extent would be set forth in
- 23 a public court file. I recognized that I would need to devote a certain amount of time that I
- 24 could have spent otherwise. I also recognized that my bringing the lawsuit carried some
- 25 degree of risk. Despite this, I decided to serve as the named plaintiff without any promise
- 26 of recovery or compensation.
- 27 5. I am familiar with the work involved in prosecuting this case. I have participated in

1 numerous meetings and communications with my lawyers regarding this case. I am
2 familiar with the allegations and defenses of the claims in this case. I am familiar with the
3 major events in this case, including the investigation performed by my lawyers, the
4 mediation with Defendant and follow up negotiations that resulted in this settlement, and
5 the preparation of settlement papers and the need to obtain court approval of the proposed
6 settlement. I participated in all stages of the litigation and provided my lawyers with
7 information and documents regarding my employment with Defendant. Over the course of
8 this litigation, I responded to written discovery questions served by Defendant. I also had
9 my deposition taken by Defendant on November 14, 2022, which lasted over 6 hours, not
10 including the meetings I had with my attorneys leading up to the day of deposition.

11 6. I believe that the proposed settlement obtained on behalf of the other employees is
12 excellent in view of the issues and risks involved with the case.

13 7. I believe I have fulfilled my duties as a named plaintiff and class representative, which
14 required a significant amount of time and effort during the course of this case. These
15 efforts required dedicating numerous hours to lawsuit activities including, but not limited
16 to: (a) communicating with my attorneys to stay informed of ongoing developments in the
17 case and to discuss the proposed settlement; (b) searching for and providing documents
18 and other materials relating to my work experience; (c) responding to written requests for
19 information relating to my work experience; (d) responding to questions by Defendant's
20 counsel at deposition; and (e) reviewing various filings and key documents including
21 drafts of the complaint and the settlement agreement. I believe I have been diligent and
22 that I have acted above and beyond that of which is expected of a named plaintiff to date
23 and will continue to do so. I believe the requested \$10,000 enhancement is fair and
24 reasonable.

1 I declare under penalty of perjury under the laws of California that the foregoing is true
2 and correct. Executed on 04 / 09 / 2024, at Modesto, California.

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

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Anthony L. Draper, Esq. SBN 344391
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
Isandra@jameshawkinsaplc.com
Lance@jameshawkinsaplc.com
Staff@jameshawkinsaplc.com

Attorneys for Plaintiffs Sherryanne Price and
Tina Bria, on behalf of themselves
and all others similarly situated

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

SHERRYANNE PRICE, TINA BRIA,
MONIQUE RODRIGUEZ, and
KRISTEENA TINNIN, on behalf of
themselves and all others similarly situated
and as proxies for the State of California ,

Plaintiffs,

vs.

SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-19-001331

Assigned For All Purposes To:
Judge: Hon. John R. Mayne
Dept.: 21

**DECLARATION OF JAMES R. HAWKINS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 21, 2024
Time: 8:30 a.m.
Dept.: 21

//

//

//

//

//

//

//

DECLARATION OF JAMES R. HAWKINS

I, JAMES R. HAWKINS, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins APLC. I am one of the attorneys of record for Plaintiffs Sherryanne Price and Tina Bria. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On March 5, 2019, Plaintiff Sherryanne Price initiated this action styled *Sherryanne Price v. Sutter Valley Medical Foundation* (Stanislaus County Case No. CV-19-001331.) The Complaint asserted causes of action for; (1) failure to pay lawful wages including overtime wages; (2) failure to provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest periods or compensation in lieu thereof; (4) failure to pay timely wages; (5) failure to Reimburse Employee Expenses; (6) knowing and intentional failure to comply with itemized employee wage statement provisions and; (7) violations of the unfair competition law (Bus. & Prof. Code § 17200 *et seq.*) (the “Action”). This complaint was amended on July 2, 2019, to add Plaintiff Tina Bria and a second time on September 25, 2023, to add Plaintiffs Monique Rodriguez and Kristeena Tinnin as named Plaintiffs and Class Representatives, and also adding claims under PAGA and the FLSA. The second amended complaint is the operative complaint in this matter.

3. Through formal and informal discovery, Plaintiffs and Defendants have exchanged extensive documents and information related to the claims asserted. Defendants produced thousands of pages of information, including timecard records and wage reports of putative class members. Defendants also provided Plaintiffs with class data and random samples of time records, wage statements, information regarding the number of non-exempt employees during the relevant time period. The timekeeping and payroll data was submitted to an expert, Berger Consulting Group, Inc, for extensive analysis. These efforts resulted in the parties having a clear view of the strengths and weaknesses of their respective cases and achieving a resolution on favorable terms, as was evidenced during mediation and negotiations leading to Settlement.

1 4. After conducting formal and informal discovery, exchanging relevant information
2 and engaging in numerous discussions regarding the claims alleged, on January 30, 2023,
3 Plaintiffs and Defendants participated in an all-day private mediation with Michael Loeb, Esq. of
4 JAMS, an experienced wage and hour class action mediator. During the course of the mediation,
5 Plaintiffs and Defendants exchanged further information and aggressively advocated for their
6 respective positions. The negotiations were long and drawn-out but culminated in a mediator's
7 proposal that evening, which the parties accepted.

8 5. Thereafter, the Parties exchanged multiple drafts of the proposed settlement
9 agreement and class notice documents and engaged in communications regarding the settlement
10 terms. The final terms and provisions of the settlement agreement were approved and executed by
11 the parties on or about August 30, 2023. Thereafter, on December 20, 2023, the Court granted
12 preliminary approval of the settlement agreement.

13 6. Through their counsel, Plaintiffs took into consideration the significant risk that
14 class certification could be denied on the central claims, or that a merits decision on the central
15 claims would not favor the Class. Plaintiffs considered the expense and length of continued
16 proceedings necessary to continue the Action against Defendants through trial and any possible
17 appeals along with Defendants' financial position. Thus, the settlement for Settlement Class
18 members is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to
19 class certification and the costs of pursuing such litigation.

20 7. Class Counsel also has considerable experience and has demonstrated competence
21 with litigating wage and hour class actions and all facets of litigation in state and federal court,
22 including discovery, law and motion, trial, appeals, arbitration and mediation. Class Counsel has
23 litigated numerous class actions on behalf of plaintiffs and have been lead counsel or otherwise
24 exercised significant case handling responsibilities in numerous cases resulting in millions of
25 dollars in class action settlements.

26 8. Class Counsel has represented, mediated and settled many other employee class
27 actions in wage and hour litigation. In 2007, I incorporated my wage and hour class action
28 practice as James Hawkins, APLC, and the Court has preliminarily approved my firm as Class

1 Counsel in this matter. Since its inception, this law firm has been exclusively involved in class
2 actions and complex litigation. Our office is litigating at least 60 other class actions.

3 9. Since 2002, I have been lead or co-lead counsel in all of the cases listed below,
4 along with many others. Plaintiffs' counsel has been certified and approved as Class Counsel in
5 other wage/hour class actions including: *Mancel v. United Parcel Service, Inc. dba UPS*, LASC
6 No. BC 325902 [Wage and Hour Class Action]; *Acosta v. Fleetwood Travel Trailers of*
7 *California, Inc., et al.*, RSC, No. RIC 440630 [Wage and Hour Class Action]; *Adame v. Pacific*
8 *Messenger Service, Inc.*, OCSC No. 05CC00013 [Wage and Hour Class Action]; *Chandler v. Mi*
9 *Piace, LLP, et al.*, LASC No. BC 337780 [Wage and Hour Class Action]; *Defries v. Domain*
10 *Restaurants, et al.*, OCSC No. 05CC00128 [Wage and Hour Class Action]; *Denton v. BLB*
11 *Enterprises, Inc., et al.*, OCSC No. 07CC01292 [Wage and Hour Class Action]; *Maciel v. Orkin*
12 *Exterminating Company, Inc.*, LASC No. BC 357911 [Wage and Hour Class Action]; *Martinez v.*
13 *Securitas Security Services USA, et al.*, SCSC No. 105-CV047499, et al. J.C.C.P. No. 4460
14 [Wage and Hour Class Action]; *Martinez v. Saint-Gobain Containers*, USDC CD Cal. No. SA
15 CV06-00690-CJC [Wage and Hour Class Action]; *McMurray v. Dave and Busters, Inc.*, OCSC
16 No. 06CC00099 [Wage and Hour Class Action]; *Osuna v. DFG Restaurants, Inc., et al.*, LASC
17 No. BC330145 [Wage and Hour Class Action]; *Padron v. Universal Protection Service*, OCSC
18 No. 05CC00013 [Wage and Hour Class Action]; *Ortiz v. Kmart*, USDC CD Cal. No. SACV 06-
19 638 ODW (Anx) [Wage and Hour Class Action]; *Willems v. Diedrich Coffee, Inc.*, OCSC No.
20 07CC00015, and numerous others.

21 10. Class Counsel commands a high hourly rate due to our success in overtime, meal
22 and rest period, expense reimbursement, misclassification, vacation pay, and various other wage
23 and hour class actions, and we take pride in being held in very high regard by the legal
24 community.

25 11. James Hawkins APLC is a boutique law firm that specializes in wage and hour
26 class actions and is primarily comprised of several seasoned attorneys and staff. While this matter
27 did not conclusively preclude other employment, it did impact our ability to take on other cases.
28 The hourly rates for the attorneys who worked on this case, Isandra Fernandez, Lance Dacre,

1 Kacey Cook, Anthony Draper, and myself, are hourly rates charged by other firms that handle
2 complex litigation in California. Numerous California firms provided their hourly billing rates in
3 connection with a survey conducted by the National Law Journal. Of these California law firms,
4 ten regularly charge hourly rates of \$660, \$795, \$850, and even \$980 per hour. (A true and
5 correct copy of this National Law Journal 2011 survey is attached hereto as **Exhibit 1**).

6 12. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida
7 Bar since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
8 specialized in employment related litigation including complex wage and hour civil litigation
9 since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 60 wage and hour class
10 action litigations for our firm and has produced excellent results for this firm's clients in the wage
11 and hour class actions. Mr. Dacre joined the law firm on February 7, 2022. He has been a member
12 of the California bar since November 1997. His experience has been in both criminal and civil
13 litigation.

14 13. Ms. Cook, an associate who worked on this matter, has been a member of the
15 California Bar since June 2021 and involved in class action litigation since 2019. Prior to joining
16 our firm, she participated in litigating mass tort cases, including California wildfire and mudslide
17 cases. Ms. Cook is currently working on over 40 wage and hour class action litigations for our
18 firm. Mr. Draper, an associate attorney who worked on this matter, has been a member of the
19 California Bar since June 2022 and involved in class action litigation since 2021. Mr. Draper is
20 currently working on over 40 wage and hour class action litigations for our firm.

21 14. The Enhancement Payments are intended to compensate the named Plaintiffs as
22 the Class Representatives for their willingness to accept the responsibility of representing the
23 interests of all Class Members. The purpose is to provide an incentive payment, taking into
24 consideration the risks, time, and effort expended by their coming forward to provide invaluable
25 information and to litigate this matter on behalf of all Class Members. The Enhancement
26 Payments are also in consideration for executing a general release of all their claims against
27 Defendants. Plaintiffs also risked this lawsuit having a negative impact on future employment
28

1 opportunities, as prospective employers may be less inclined to hire an employee who has served
2 as a class representative.

3 15. Class Counsel has represented the class members in this matter and have borne the
4 entire risk and costs of litigation on a pure contingency basis. To date, Class Counsel have not
5 received any compensation but have expended litigation costs on behalf of the class. Class action
6 contingency cases are inherently risky. Upon retention, Class Counsel makes a commitment to
7 litigate the case through trial. These types of cases can take years, hundreds of hours of work and
8 cost an enormous amount of money; these risks are known upon retention. The risks involved
9 coupled with the contingency basis of this case further support Class Counsel's request for
10 attorneys' fees and costs.

11 16. Since on or about April, 2017, prior to the inception of the filing of this lawsuit on
12 March 5, 2019, through the present (more than 5 years), James Hawkins APLC has had to, among
13 other things, expend time on the following: numerous discussions with both clients; conducting
14 comprehensive investigations including but not limited to researching Defendant's structures,
15 positions, locations; conduct research and analysis regarding potential class members within the
16 scope of the putative class and potential claims; draft Complaint; draft stipulation for First
17 Amended Complaint; draft First Amended Complaint; discussions with other plaintiffs' counsel;
18 discussions with defense counsel; discussions with counsel for plaintiff in the related case;
19 prepare joint status conference reports; attend the same; engage in formal and informal discovery;
20 discussions with class members regarding alleged claims and conduct by Defendants; prepare
21 Plaintiffs for deposition; stay abreast of developments in case law; review, and draft motion in
22 response to intervenors; review hundreds of pages of records, manuals and data; review
23 documents produced in advance of mediation, engage in discussions; prepare for mediation; draft
24 mediation briefs; participate in full day mediation; engage in post mediation discussions; engage
25 in numerous discussions with Defendants and co-plaintiffs regarding the specific terms of the
26 Settlement and exchange multiple drafts of the settlement agreement; prepare motion for
27 preliminary approval and supporting documents; draft class notice; review tentative ruling
28 regarding preliminary approval motion, research issues presented; review stipulation for second

1 amended complaint and second amended complaint; review answers to complaints; review order;
2 correspondence and discussions with settlement administrator re: notice documents; discussions
3 with settlement administrator and defense regarding class data and potential impact on settlement
4 amount; review weekly reports regarding class notice; discussions with defendants and settlement
5 administration regarding final approval; review final approval moving papers; draft client and
6 attorney declarations in support of final approval; take all actions to finalize a settlement through
7 the final approval phases and beyond. A great amount of time and effort has been expended to
8 properly and comprehensively perform the job required of this case and prepare for all
9 contingencies that may arise, regardless of whether the case settles regardless of whether the case
10 settles and allows us to determine the strengths and weaknesses of the claims. The tasks and work
11 performed by Class Counsel were reasonable and necessary to the prosecution of this case and
12 justified, particularly in light of the result achieved.

13 17. The attorneys who have worked on this matter are Ms. Fernandez, Mr. Dacre, Ms.
14 Cook, Mr. Draper, and me. My hourly rate is \$950, Ms. Fernandez's hourly rate is \$900, Mr.
15 Dacre's hourly rate is \$850, Ms. Cook's hourly rate is \$475, and Mr. Draper's hourly rate is \$475.
16 Since the inception of this matter, prior to filing the Complaint, the total amount of attorney time
17 estimated to have been expended and also estimated to be expended in finalizing this matter is
18 410 hours (James Hawkins 40 hours, Ms. Fernandez 190 hours, Mr. Dacre 90 hours, Kacey Cook
19 80 hours, and Anthony Draper 10 hours) which equates to \$328,250 in fees. Class Counsel do not
20 have a fee-splitting arrangement in this matter.

21 18. Here, the parties' contractual agreement to pay counsel's attorneys' fees is
22 reasonable. My firm, along with co-counsel have been the only counsel to represent Plaintiffs and
23 the Class Members in this matter, and we have borne the entire risk and cost of this litigation on a
24 pure contingency basis. To date, Class Counsel has not received any compensation and expended
25 litigation costs on behalf of the class. Class action contingency cases are inherently risky. Upon
26 retention, Class Counsel makes a commitment to litigate the case through trial. These types of
27 cases can take years, hundreds of hours of work and cost an enormous amount of money; these
28

1 risks are known upon retention. The risks involved coupled with the contingency basis of this
2 case further support Class Counsels' request for attorneys' fees and costs.

3 19. Class Counsel's costs in this litigation are \$21,793.81 (A true and correct copy of
4 Class Counsel's cost invoice is attached hereto as **Exhibit 2.**)

5
6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed April 10, 2024 at Irvine, California.

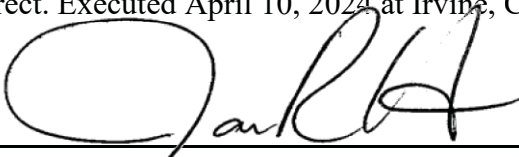
8
9 
10 _____
11 James R. Hawkins
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1



2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$437	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Taft	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220



2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossert	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290



4th Edition Media Company

2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate High	Med
Hughes Hubbard & Reed	New York	300	\$633	\$675	\$625	\$828	\$800	\$270	\$536	\$695	\$510
Hunton & Williams	Richmond	855									
Husch Blackwell	St. Louis	551	\$341	\$340	\$225	\$395	\$390	\$175	\$226	\$425	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$275	\$255	\$319	\$325	\$155	\$208	\$260	\$205
Jackson Lewis	White Plains	614									
Kaye Scholer	New York	425	\$661	\$665	\$685	\$831	\$835	\$310	\$519	\$705	\$525
Kelley Drye & Warren	New York	321	\$474	\$400	\$480	\$634	\$645	\$275	\$425	\$595	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$415	\$415	\$525	\$500	\$295	\$346	\$495	\$345
Lane Powell	Seattle	180	\$405	\$425	\$340	\$460	\$450	\$225	\$295	\$360	\$285
Latham & Watkins	New York	1,931									
Lathrop & Gage	Kansas City, MO	281	\$337	\$340	\$275	\$390	\$390	\$205	\$246	\$410	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275		\$270			\$150		\$320	
Lowenstein Sandler	Roseland, NJ	249	\$478	\$480	\$435	\$613	\$595	\$250	\$400	\$660	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$620	\$540	\$676	\$670	\$215	\$464	\$550	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$275	\$295	\$350	\$375	\$185	\$250	\$325	\$235



2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Mulvaney & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Cole	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC. All Rights Reserved

[illegible]



2011 NLJ Billing Survey

Copyright © 2011, ALM Media Properties, LLC., All Rights Reserved

Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235

EXHIBIT 2

Matter Billing Detail

Report Date: 4/9/2024
 Report Time: 10:04AM
 Page: 1 of 3
 User ID: Gonzales

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 04/09/2024
 Client: SUTTERGOUL1 - Sherryanne Price
 Matter: JRH 3520 - Sutter Valley Medical Foundation- Sherryanne Price v. Sutter

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/05/2019	FST	First Legal Network- Initial Filing COMplaint, Civil Case COver Sheet Summons IN#30091818	\$1,605.50		Unbilled				
06/07/2019	FST	First Legal Network - E-Filed Stip re Filing of FAC - IN#30100226	\$49.00		Unbilled				
06/17/2019	FF	Filing Fee- LWDA filing CK#8082	\$75.00		Unbilled				
06/27/2019	FST	First Legal Network - E-Filed Joint Stip - IN #30103231	\$49.00		Unbilled				
07/02/2019	CCL	Court Call set for IYF on 09/16/19 at 3:00pm	\$94.00		Unbilled				
07/02/2019	FST	First Legal Network - E-Filed FAC - IN #30103231	\$27.00		Unbilled				
08/30/2019	FST	First Legal Network- E-filing Case Management Statement IN#30109043	\$27.00		Unbilled				
09/27/2019	LRE	Legal Research- Legal reseach	\$550.05		Unbilled				
01/20/2020	FST	First Legal Network E-Filing Case Management Statement, IN#30120565	\$72.00		Unbilled				
01/23/2020	CCL	Court Call- CMC, IYF, 02.03.20	\$94.00		Unbilled				
05/29/2020	FST	First Legal Network - E-Filing, Case Management Statement IN#30128864	\$32.00		Unbilled				
06/11/2020	CCL	Court Call- Status Conf 6/15/20 IYF	\$94.00		Unbilled				
10/23/2020	FST	First Legal Network - Case Management Conference Statement (e-filed) IN#30141510	\$32.00		Unbilled				
10/27/2020	FST	First Legal Network - Stipulation to Request Continuance (e-filed) IN#30141510	\$54.00		Unbilled				
02/05/2021	FST	First Legal Network - E-Filing, Case management conference statement IN#30151807	\$35.60		Unbilled				
03/03/2021	CCL	Court Call - 02.22.2021 Case Management Conference for IYF	\$96.35		Unbilled				
05/07/2021	FST	First Legal Network - E-Filing, stipulation and proposed order IN#30159758	\$57.75		Unbilled				
06/09/2021	CCL	Court Call - 05.24.2021 Case Management Conference for IYF	\$96.35		Unbilled				
07/09/2021	SIP	SIMPLURIS - Class Action Settlement Administration Bid #13123 CK#9320	\$810.50		Unbilled				

Matter Billing Detail

Report Date: 4/9/2024
 Report Time: 10:04AM
 Page: 2 of 3
 User ID: Gonzales

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
08/19/2021	CCL	Court Call-08.23.21- Case Management Conference- KC	\$96.35		Unbilled				
08/19/2021	FST	First Legal Network- E-FILED- Case Management Statement IN#30169470	\$35.75		Unbilled				
11/24/2021	FST	First Legal Network - E-Filing,case management conference statement , IN#30179004	\$35.75		Unbilled				
12/21/2021	LRE	Legal Research- Case research	\$388.48		Unbilled				
05/23/2022	TRN	Transcript- IN#5752931 CK#9977	\$726.70		Unbilled				
06/07/2022	TRN	Transcript Depo of Bria IN#5771582 CK#10024	\$425.00		Unbilled				
06/07/2022	TRN	Transcript Depo of Price IN#5766664 CK#10025	\$501.90		Unbilled				
10/31/2022	FED	FED EX - 10.31.22 FEDEX Client Contact	\$28.92		Unbilled				
11/11/2022	FST	First Legal Network - Process Serve - Letter IN# 30219274	\$194.00		Unbilled				
11/18/2022	FED	FED EX - 11.07.22 FedEx 2 Day Contact Letter	\$25.56		Unbilled				
12/16/2022	FST	First Legal Network - E-Filing - Declaration of James R. Hawkins, Declaration of Isandra Fernandez, Courtesy Delivery - Declaration of Isandra ISO Intervene Mtn IN# 30222171	\$314.75		Unbilled				
12/23/2022	MED	Mediation Services- IN#6461624 CK#10512	\$4,225.00		Unbilled				
12/29/2022	FED	FED EX Contact Letter to Tina Bria re Mandatory Settlement Conference	\$41.48		Unbilled				
12/30/2022	FST	First Legal Network - E-Filing - Plaintiffs Settlement Conference IN# 30224217	\$37.25		Unbilled				
01/12/2023	FST	First Legal Network - E-Filing - Stipulation and Proposed Order, Filing - Stip to Consolidate Cases IN# 30224217	\$253.48		Unbilled				
01/19/2023	FST	First Legal Network - E-Filing - Stipulation and Proposed Order, Notice of Status Review Hearing IN# 30224217	\$101.00		Unbilled				
01/25/2023	FED	FED EX - 01.25.23 Overnight Fedex - Kaceys Delcaration ISO Settlement Conference to Mediator Michael	\$29.39		Unbilled				
02/02/2023	FST	First Legal Network - E-Filing - Notice of Settlement and Request to (2) IN# 30227367	\$71.50		Unbilled				
02/10/2023	MIL	Mileage Mileage for Hearing LD	\$501.60		Unbilled				
02/16/2023	EXA	Expert Analysis IN#7481 CK# 10623	\$9,225.00		Unbilled				

JAMES HAWKINS APLC

Report Date: 4/9/2024
Report Time: 10:04AM
Page: 3 of 3
User ID: Gonzales

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/13/2023	FST	First Legal Network - E-Filing - Joint Case Status Report and Request IN# 30233810	\$61.50		Unbilled				
07/10/2023	FST	First Legal Network - E-Filing - Joint Case Status Report and Request IN# 30244254	\$61.50		Unbilled				
11/16/2023	FST	First Legal Network - Filing - Motion, Declaration, plaintiffs Notice of motin, joint Case Status report and request, Notice of INtent to appear, notice of remote appearance IN# 30260163	\$310.85		Unbilled				
04/09/2024	FF	Filing Fee- Estimated costs for case completion	\$150.00		Unbilled				
		Total:	<u>\$21,793.81</u>	<u>\$0.00</u>					
		Balance:	<u>\$21,793.81</u>						
Total Fees Billed- -----		\$0.00							
Total Fees Unbilled : -----		\$0.00							
Total Fees Received : -----		\$0.00							
Total Soft Cost Billed : -----		\$0.00							
Total Soft Cost Unbilled : -----		\$0.00							
Total Soft Cost Received : -----		\$0.00							
Total Hard Cost Billed : -----		\$0.00							
Total Hard Cost Unbilled : -----		\$21,793.81							
Total Hard Cost Received : -----		\$0.00							
Total Taxes Billed : -----		\$0.00							
Total Taxes Unbilled : -----		\$0.00							
Total Taxes Received : -----		\$0.00							
Total Late Charges Billed : -----		\$0.00							
Total Late Charges Unbilled: -----		\$0.00							
Total Late Charges Received : -----		\$0.00							
Trust Balance: -----		\$0.00							

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
kacey@jameshawkinsaplc.com

Attorneys for Plaintiffs Sherryanne Price and Tina Bria,
on behalf of themselves and all others similarly situated

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

SHERRYANNE PRICE, TINA BRIA,
MONIQUE RODRIGUEZ, and
KRISTEENA TINNIN, on behalf of
themselves and all others similarly
situated and as proxies for the State of
California,

Plaintiffs,

vs.

SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-19-001331

Assigned For All Purposes To:
Judge: Hon. John R. Mayne
Dept.: 21

**DECLARATION OF SHERRYANNE PRICE
IN SUPPORT OF MOTION FOR FINAL
APPROVAL**

DECLARATION OF SHERRYANNE PRICE

I, Sherryanne Price, declare as follows:

1. I am a Plaintiff and proposed Class Representative in the matter styled, *Sherryanne Price, et al. v. Sutter Valley Medical Foundation*, Case No. CV-19-001331. I know the facts declared herein to be true of my own personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Sutter Valley Medical Foundation ("Sutter") from in or about May 2013, through on or about July 5, 2017. During my employment with Sutter, I occupied a non-exempt, hourly position.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Sutter, James Hawkins APLC informed me of the advantages and disadvantages of litigation, and of my responsibilities as both a Plaintiff and a Class Representative.

4. By deciding to litigate my claims as part of this class action, I agreed to pursue not only my own potential wage and hour claims, but the claims of all similarly situated employees, and to put the interests of the class ahead of my own. I pledged to participate actively in the lawsuit.

5. As a Class Representative, I am aware that I represent the interest of the class members in this litigation and of my fiduciary duty to the putative class members. I am not aware of any interests adverse to the interests of the proposed class members, and I am, and have been, committed to vigorously prosecuting the case on behalf of the class. I have adhered to my commitment and duty to the class including foregoing the opportunity to settle my individual claims against Sutter early on in this litigation.

6. As a Class Representative, I continuously interacted with my attorneys to discuss the status of the case. I provided relevant oral and documentary information necessary to prosecute this case. By way of example, I searched for and provided relevant documents pertaining to my employment with Defendant and engaged in multiple discussions with my attorneys regarding my employment. Those discussions included, but were not limited to, the

1 following topics: the policies, practices and specific working conditions at Sutter. I had my
2 deposition taken and responded to discovery. I have also had numerous discussions with my
3 attorneys regarding the progress of this case and assisted in preparation for and was available
4 during the mediation. Since before the actual filing of the lawsuit to date, I have spent
5 approximately thirty (40) to forty (50) hours on this case.

6 7. By agreeing to bring this action, I formally accepted the responsibilities of
7 representing the interests of class members in California and willingly chose to assume risks and
8 potential costs that I alone might have to bear if judgement would have been rendered in favor of
9 Sutter.

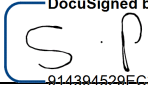
10 8. As part of the Class Action Settlement, I also signed a general release releasing all
11 claims I have or may have against Sutter, which is far broader than the release by the class
12 members.

13 9. I also risked the potential stigma of being the named plaintiff in a representative
14 action labor dispute which could affect my further employability in the industry or with any
15 prospective employer who learns of my lawsuit against a former employer.

16 10. The incentive payment for being a class representative, subject to court approval,
17 is Ten Thousand Dollars (\$10,000). I believe that this amount is fair and reasonable in light of the
18 efforts and time I have put into this matter, and the risks of litigating this class action as a class
19 representative which has resulted in a very favorable outcome to the class members. This
20 incentive payment is also in consideration for executing a general release of all my claims against
21 Sutter.

22
23 I declare under penalty of perjury, under the laws of the state of California, that the
24 foregoing is true and correct.

25 Dated: April 5, 2024

DocuSigned by:

914394529EC34BA...

Sherryanne Price

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
kacey@jameshawkinsaplc.com

Attorneys for Plaintiffs Sherryanne Price and Tina Bria,
on behalf of themselves and all others similarly situated
[Additional Counsel on Next Page]

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

SHERRYANNE PRICE, TINA BRIA,
MONIQUE RODRIGUEZ, and
KRISTEENA TINNIN, on behalf of
themselves and all others similarly
situated and as proxies for the State of
California,

Plaintiffs,

vs.

SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-19-001331

Assigned For All Purposes To:
Judge: Hon. John R. Mayne
Dept.: 21

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

1 Zachary M. Crosner (SBN 272295)
zach@crosnerlegal.com
2 Jamie Serb (SBN 289601)
jamie@crosnerlegal.com
3 **CROSNER LEGAL, PC**
4 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
5 Tel: (866) 276-7697
6 Fax: (310) 510-6429

7 Attorneys for Plaintiff
Monique Rodriguez

8
9 Stan S. Mallison (SBN 184191)
StanM@TheMMLawFirm.com
10 Hector R. Martinez (SBN 206336)
HectorM@TheMMLawFirm.com
11 Daniel C. Keller (SBN 332576)
DKeller@TheMMLawFirm.com
12 **MALLISON & MARTINEZ**
13 1939 Harrison Street, Suite 730
Oakland, California 94612-3547
14 Telephone: (510) 832-9999
Facsimile: (510) 832-1101

15 Attorneys for Plaintiff/Intervenor
16 Kristeena Tinnin

1 database provides updated addresses for any individual who has moved in the previous four (4)
2 years and notified the U.S. Postal Service of their change of address.

3 5. On January 29, 2024, Phoenix mailed the Notice via U.S. first class mail, in English
4 and Spanish, to all nine thousand five hundred seventy-one (9,571) Class Members on the Class
5 List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, two hundred forty-three (243) Notices have been
7 returned to Phoenix. None were returned with a forwarding address. For the two hundred forty-
8 three (243) Notices returned from the Post Office without a forwarding address, Phoenix attempted
9 to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive
10 address databases available for skip tracing. Of the two hundred forty-three (243) Notices that were
11 skip traced, two hundred thirteen (213) updated addresses were obtained and the Notice was
12 promptly re-mailed to those Class Members via first class mail.

13 7. As of the date of this declaration, thirty (30) Notices remain undeliverable since an
14 updated address could not be obtained via skip trace.

15 8. As of the date of this declaration, Phoenix has received two (2) Requests for
16 Exclusion from Class Members Beverlee Cae Monington and Kristen Dimberg. The deadline to
17 request exclusion from the Class Settlement was March 14, 2024.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was March 14, 2024.

20 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
21 from Class Members. The deadline for submitting a dispute was March 14, 2024.

22 11. There are nine thousand five hundred sixty-nine (9,569) Class Members who did not
23 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class
24 Members, representing 99.98% of the Class. Settlement Class Members have worked a collective
25 total of 1,658,372 Workweeks during the Class Period.

26 12. The total Workweeks during the Class Period did not exceed 1,726,384, and
27 therefore the escalator clause was not triggered per the Settlement Agreement.
28

1 13. The Net Settlement Amount of \$5,063,600.00 available to pay Settlement Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees
3 (\$2,666,400.00), and Class Counsel costs (\$90,000.00), requested Enhancement Payment to
4 Plaintiffs (\$10,000.00 each for a total of \$40,000.00), the PAGA Amount (\$100,000.00), and the
5 requested Settlement Administration Costs (\$40,000.00) from the Gross Settlement Amount
6 (\$8,000,000.00).

7 14. Based upon the calculations stipulated in the Settlement, the highest Individual
8 Settlement Share to be paid is approximately \$1,288.52, the lowest Individual Settlement Share to
9 be paid is approximately \$3.05, while the average Individual Settlement Share to be paid is
10 approximately \$529.17. Settlement Class Members will be issued payment of their Individual
11 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
12 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
13 Settlement Payment").

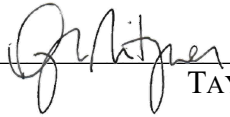
14 15. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated
15 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
16 \$75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
17 or \$25,000.00, of which shall be paid to the Aggrieved Employees. There are seven thousand six
18 hundred eighteen (7,618) Aggrieved Employees who worked a total of 924,350 workweeks during
19 the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$6.27, the
20 lowest Individual PAGA Payment to be paid is approximately \$0.03, and the average Individual
21 PAGA Payment to be paid is approximately \$3.28.

22 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
23 due separately and apart from the Gross Settlement Amount.

24 17. Phoenix's costs associated with the administration of this matter are \$40,000.00.
25 This includes all costs incurred to date, as well as estimated costs involved in completing the
26 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
27 **Exhibit B.**

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

3 Executed this 18th of April 2024, at Orange, California.
4

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

Exh

--	--	--	--	--	--

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

SHERRYANNE PRICE, TINA BRIA, MONIQUE RODRIGUEZ and KRISTEENA TINNIN, on behalf of themselves and all others similarly situated and as proxies for the State of California,

Plaintiffs,

vs.

SUTTER VALLEY MEDICAL FOUNDATION, 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. John R. Mayne

Dept: 21

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

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

- A settlement of a lawsuit will pay money to employees who have been employed by Sutter Valley Medical Foundation (“Sutter”) at any time between March 5, 2015, and April 2, 2023.
- The Settlement resolves several class action lawsuits alleging various wage and hour claims brought against Sutter on behalf of persons who were employed by Sutter as non-exempt employees during this time period.
- 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 lawsuits, pays money to employees, and releases Sutter from liability.
- Sutter expressly denies all of the claims in the lawsuits 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 UNDER 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, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	You will get no class settlement payment. Send a letter to the Settlement Administrator, as explained below, stating that 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 (“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 three lawsuits alleging wage and hour claims 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 on whose behalf the lawsuits were brought.

WHAT ARE THESE LAWSUITS ABOUT?

On March 5, 2019, a former employee of Sutter, Sherryanne Price, filed a lawsuit against Sutter in Stanislaus County Superior Court alleging violations of the California Labor Code and the California Business and Professions Code. Another plaintiff, Tina Bria, later joined in the lawsuit. They allege that members of the Settlement Class were not always properly paid for all hours worked, including overtime hours, were not always properly provided with meal and rest breaks or properly paid meal and rest break premiums, were not reimbursed for their reasonable business expenses, did not receive accurate wage statements, and several other related claims. In April 2020, another former employee of Sutter, Monique Rodriguez, brought a similar lawsuit against Sutter in Stanislaus County Superior Court. Her lawsuit also seeks an award of civil penalties under the PAGA. In April 2020, another former employee of Sutter, Kristeena Tinnin, brought a lawsuit in federal court for the Eastern District of California, alleging similar claims under California law, as well as a federal claim for unpaid overtime under the federal Fair Labor Standards Act (“FLSA”). In these three lawsuits, the Plaintiffs seek to recover unpaid wages, meal and rest break premiums, unreimbursed expenses, statutory and civil penalties, and attorneys’ fees and costs, on behalf of themselves and others at Sutter who are similarly situated. Sutter denies all of the material allegations in the lawsuits and denies that it did anything wrong. The three lawsuits have been consolidated for purposes of this Settlement and submitted to the Stanislaus County Superior Court for approval.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not made any ruling in favor of Plaintiffs or Sutter. It also has not been determined whether these lawsuits may proceed as class actions. Plaintiffs believe they would have prevailed on their claims at a trial. Sutter does not believe that Plaintiffs 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. Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate.

B. Who is in the Settlement Class?

The Settlement Class consists of all current and former employees of Sutter who have been employed by Sutter in non-exempt positions at any time between March 5, 2015, and April 2, 2023 (the “Class Period”).

The settlement of the Plaintiffs’ PAGA penalty claims will cover all current and former non-exempt employees who have been employed by Sutter at any time between October 25, 2018, and April 2, 2023 (the “PAGA Period”).

C. What has Sutter agreed to do?

Sutter will pay \$8,000,000.00 (the “Maximum Settlement Amount”) to settle the lawsuits. 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 one third (33.33%) of the Maximum Settlement Amount (\$2,666,400.00), plus Class Counsel’s reasonable litigation costs in an amount set by the Court not to exceed \$90,000.00; (2) service awards to the four Plaintiffs in an amount set by the Court, not to exceed \$10,000.00 each, for their services as the class representatives in the lawsuits; and (3) a reasonable amount set by the Court to the Settlement Administrator for administering the settlement, not to exceed \$40,000.00; and Sutter has also agreed to pay \$100,000.00 out of the Maximum Settlement Amount to resolve the claims for civil penalties under PAGA. Of this amount, 75% (\$75,000.00) will be paid to the State of California, and the remaining 25% (\$25,000.00) 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:

(1) If you do not request exclusion from the Settlement, you 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, § 11000 *et*

seq.; the Fair Labor Standards Act (“FLSA”), or otherwise – that were or reasonably could have been alleged based on the factual allegations contained in the operative Complaints herein, including but not limited to: (a) any and all claims for failure to provide meal periods and/or to pay meal premiums in lieu thereof at the correct regular rate of compensation as required under Labor Code § 226, including but not limited to any claims alleging improper rounding of meal period times; (b) any and all claims for failure to authorize and permit rest breaks and/or to pay rest break premiums in lieu thereof at the correct regular rate of compensation as required under Labor Code § 226.7; (c) any and all claims for unpaid overtime, minimum wages or regular wages, including but not limited to claims alleging improper rounding of pay, failure to pay for “off the clock” work, and/or failure to pay overtime at the correct regular rate of pay; (d) any and all claims for failure to reimburse employees for business expenses under Labor Code § 2802; (e) any and all derivative claims arising from the claims listed above in subparagraphs (a) through (d) for failure to furnish accurate itemized wage statements in accordance with Labor Code § 226, and including any associated claims for penalties under Labor Code § 226(e); (f) any and all derivative claims arising from the claims listed above in subparagraphs (a) through (d) for failure to provide wages when due upon separation of employment under Labor Code §§ 201-203; and (g) any and all claims for attorneys’ fees and costs arising out of the above-alleged claims.

(2) Plaintiffs, as agents and proxies of the State of California, and the State of California itself, will release Defendant and all the Released Parties from any and all claims for PAGA civil penalties arising during the PAGA Period, that were alleged or reasonably could have been alleged based on the facts contained in Plaintiffs’ operative complaints, as enumerated in the preceding paragraph above and/or in any notices Plaintiffs may have submitted to the California Labor and Workforce Development Agency in connection with these lawsuits. This means that those of you who are PAGA-eligible employees (employed by Sutter in non-exempt positions at any time between October 25, 2018, and April 2, 2023) will be deemed to have released all such PAGA claims arising during this period, whether or not you request to be excluded from the Class Settlement.

(3) If you do not request exclusion from the Settlement and you cash or negotiate your settlement check, you will also be releasing any claims you may have under the FLSA for unpaid overtime or minimum wages. The settlement checks you receive will contain language acknowledging that by endorsing or negotiating your check, you will be consenting to join (“opt in” to) the FLSA portion of the case, to participate in the settlement of the FLSA claims, and to release all FLSA claims that are covered by the Settlement.

(4) Finally, the named Plaintiffs – Sherryanne Price, Tina Bria, Monique Rodriguez and Kristeena Tinnin – will generally release all known and unknown claims they each may have against Sutter, of any nature whatsoever, not limited to the wage and hour claims alleged in the lawsuits.

The Released Claims do not include a release of all the other rights you have as an employee or former employee of Sutter. The Released Claims are specifically limited to the claims set forth above.

E. How much money will I receive?

Each participating Settlement Class Member will receive an “Individual Class Payment”, 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 award payments to the Plaintiffs; 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 <<Total Weeks>> Compensable Workweeks between March 15, 2015, and April 2, 2023 (“Class Period”). Your Individual Class Payment is estimated to be \$<<Class Amt>> (less withholding)

Also, according to Sutter’s records, you were employed for <<PAGA Weeks>> workweeks during the PAGA Period (between October 25, 2018, and April 2, 2023 (“PAGA Period”). Your individual PAGA Payment is estimated to be \$<<PAGA Amt>>.

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 March 14, 2024. 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%) will be treated as interest and penalties

and reported as non-wage income on an IRS Form 1099 with no payroll withholding. 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 May 21, 2024 in Department 21 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354. 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 Plaintiffs for their service as class representatives; (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 Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

- **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, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Objections must be postmarked no later than March 14, 2024. 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 45-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, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, at the above-stated address, so that it is postmarked no later than March 14, 2024. The written statement should contain your name, address, signature, your telephone number; and the name of this case, *Price v. Sutter Valley Medical Foundations*. Your request must also 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 PAGA payment if you were employed within the PAGA Period. If an exclusion request is submitted along with an objection and/or a dispute, the exclusion request will control.

NOTE REGARDING RESPONSE DEADLINES:

The 45-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 45-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 Stanislaus County Superior Court, 801 10th St., Modesto, CA 95354, and may also be reviewed online at price-v-sutter-valley-medical-foundation.phoenixcases.com.

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

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Isandra Fernandez, Esq.
Lance Dacre, Esq. SBN 190305
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200

Attorneys for Plaintiffs Sherryanne Price and Tina Bria,
on behalf of themselves and all others similarly situated

CROSNER LEGAL, PC
Zachary M. Crosner, Esq.
Jamie Serb, Esq.
9440 Santa Monica Boulevard, Suite 301
Beverly Hills, CA 90210
Telephone: (310) 496-5818

Attorneys for Plaintiff Monique Rodriguez, on behalf
of herself and all others similarly situated and aggrieved employees

MALLISON & MARTINEZ
Stan S. Mallison, Esq.
Hector R. Martinez, Esq.
Daniel C. Keller, Esq.
1939 Harrison Street, Suite 730
Oakland, California 94612-3547
Telephone: (510) 832-9999

Attorneys for Intervenor Kristeena Tinnin, on behalf of herself
and all others similarly situated and aggrieved employees

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

BY ORDER OF THE STANISLAUS COUNTY SUPERIOR COURT

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE STANISLAUS**

SHERRYANNE PRICE, TINA BRIA, MONIQUE RODRIGUEZ y KRISTEENA TINNIN, en nombre propio y de todos los demás en situación similar y como apoderados del Estado de California,

Demandantes,

Contra.

SUTTER VALLEY MEDICAL FOUNDATION, una corporación de California; y Asociados, inclusive,

Demandados.

Caso n° 34-2021-00293728

**AVISO DE PENDENCIA DEL ACUERDO DE
DEMANDA COLECTIVA Y AUDIENCIA FINAL**

Juez: Hon. John R. Mayne
Departamento: 21

**USTED PUEDE TENER DERECHO A RECIBIR DINERO DE UN ACUERDO DERIVADO DE SU EMPLEO EN
LA FUNDACIÓN MÉDICA SUTTER VALLEY**

Un tribunal de California autorizó este aviso. No se trata de una solicitud de un abogado.

- El Acuerdo de una Demanda pagará dinero a los empleados que hayan trabajado para Sutter Valley Medical Foundation ("Sutter") en cualquier momento entre el 5 de marzo de 2015 y el 2 de abril de 2023.
- El Acuerdo resuelve varias Demandas colectivas que alegan diversas reclamaciones por salarios y horas de trabajo presentadas contra Sutter en nombre de personas que fueron empleadas por Sutter como empleados no exentos durante este período de tiempo.
- El Acuerdo también resuelve las reclamaciones de sanciones que se han presentado en nombre del Estado de California en virtud de la Ley General de Abogados Privados de California ("PAGA").
- El Acuerdo evita los costes y riesgos de continuar con los pleitos, paga dinero a los empleados y exime a Sutter de toda responsabilidad.
- Sutter niega expresamente todas las reclamaciones en las Demandas y niega cualquier delito o responsabilidad. Ambas partes discrepan sobre la cantidad de dinero -si la hubiera- que se podría haber concedido si los empleados hubieran ganado en el juicio.
- **SUS DERECHOS LEGALES SE VERÁN AFECTADOS TANTO SI ACTÚA COMO SI NO. LEA ATENTAMENTE ESTE AVISO.**

SUS DERECHOS Y OPCIONES LEGALES EN VIRTUD DE ESTE ACUERDO:	
No hacer nada	No es necesario que realice ninguna acción si desea recibir el pago de su Acuerdo. Si el Tribunal aprueba el Acuerdo, se le enviará automáticamente por correo un cheque del Acuerdo a la dirección que consta en los archivos del Administrador del Acuerdo, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Si se muda, deberá notificar su nueva dirección al Administrador del Acuerdo.
Excluirse	No recibirá ningún pago del Acuerdo Colectivo. Envíe una carta al Administrador del Acuerdo, como se explica a continuación, indicando que desea excluirse del Acuerdo. Esta es la única opción que le permite formar parte de cualquier otra Demanda contra Sutter que haga valer las reclamaciones legales que se resolvieron en este caso. Sin embargo, estará obligado por la exención de la Ley General de Abogados Privados ("PAGA") y recibirá un pago por la exención PAGA aunque se excluya.
Objetar	Escriba al Tribunal, como se explica a continuación, sobre por qué cree que el Acuerdo es injusto.
Acudir a una audiencia	Pida hablar ante el Tribunal sobre la equidad del Acuerdo.

¿POR QUÉ HA RECIBIDO ESTE AVISO?

Este aviso explica un Acuerdo propuesto de tres Demandas que alegan reclamaciones por salarios y horas de trabajo y le informa de sus derechos legales en virtud de dicho Acuerdo propuesto ("el Acuerdo"). Usted recibe este aviso porque puede ser miembro del colectivo en cuyo nombre se interpusieron las Demandas.

¿A QUÉ SE DEBEN ESTAS DEMANDAS?

El 5 de marzo de 2019, una ex empleada de Sutter, Sherryanne Price, presentó una Demanda contra Sutter en el Tribunal Superior del Condado de Stanislaus alegando violaciones del Código Laboral de California y del Código de Negocios y Profesiones de California. Otra Demandante, Tina Bria, se unió posteriormente a la Demanda. Alegan que a los miembros de la Clase del Acuerdo no siempre se les pagaron correctamente todas las horas trabajadas, incluidas las horas extraordinarias, no siempre se les proporcionaron correctamente las pausas para comer y descansar o no se les pagaron correctamente las primas por las pausas para comer y descansar, no se les reembolsaron sus gastos comerciales razonables, no recibieron declaraciones salariales precisas y varias otras reclamaciones relacionadas. En abril de 2020, otra antigua empleada de Sutter, Monique Rodríguez, interpuso una Demanda similar contra Sutter en el Tribunal Superior del Condado de Stanislaus. Su Demanda también busca una indemnización por sanciones civiles en virtud de la PAGA. En abril de 2020, otra ex empleada de Sutter, Kristeena Tinnin, interpuso una Demanda ante el tribunal federal del Distrito Este de California, alegando reclamaciones similares en virtud de la legislación de California, así como una reclamación federal por horas extraordinarias no pagadas en virtud de la Ley federal de Normas Laborales Justas ("FLSA"). En estas tres Demandas, las Demandantes pretenden recuperar los salarios impagados, las primas por pausas para comer y descansar, los gastos no reembolsados, las sanciones legales y civiles, y los honorarios y costas de los abogados, en su nombre y en el de otras personas de Sutter en situación similar. Sutter niega todas las alegaciones materiales de las Demandas y niega haber hecho nada incorrecto. Las tres Demandas se han consolidado a efectos de este Acuerdo y se han presentado ante el Tribunal Superior del Condado de Stanislaus para su aprobación.

RESUMEN DEL ACUERDO

A. ¿Por qué hay un Acuerdo?

El Tribunal no ha dictado sentencia alguna a favor de las Demandantes o de Sutter. Tampoco se ha determinado si estas Demandas pueden proceder como Demandas colectivas. Las Demandantes creen que habrían prevalecido en sus Demandas en un juicio. Sutter no cree que las Demandantes hubieran ganado nada en un juicio. Pero no hubo juicio. En su lugar, ambas partes acordaron un Acuerdo. De ese modo, cada una de ellas evita los costes, riesgos e incertidumbres de un juicio, y los empleados supuestamente afectados recibirán una indemnización. Las Demandantes y sus abogados creen que el Acuerdo es justo, razonable y adecuado.

B. ¿Quién forma parte de la Clase del Acuerdo?

La Clase del Acuerdo consiste en todos los empleados actuales y anteriores de Sutter que hayan sido empleados de Sutter en puestos no exentos en cualquier momento entre el 5 de marzo de 2015 y el 2 de abril de 2023 (el "Período de la Clase").

El Acuerdo de las reclamaciones de sanción PAGA de las Demandantes cubrirá a todos los empleados actuales y anteriores no exentos que hayan sido empleados de Sutter en cualquier momento entre el 25 de octubre de 2018 y el 2 de abril de 2023 (el "Período PAGA").

C. ¿Qué ha aceptado hacer Sutter?

Sutter pagará \$8,000,000.00 (el "Importe Máximo del Acuerdo") para resolver las Demandas. Se pagarán las siguientes sumas con cargo al Monto máximo del Acuerdo: (1) los honorarios de los abogados del Abogado de la Clase por un importe fijado por el Tribunal que no excederá de un tercio (33.33%) del Importe Máximo del Acuerdo (\$2,666,400.00), más las costas procesales razonables del Abogado de la Clase por un importe fijado por el Tribunal que no excederá de \$90,000.00; (2) indemnizaciones por servicios prestados a las cuatro Demandantes por un importe fijado por el Tribunal que no excederá de \$10,000.00 cada uno, por sus servicios como representantes de la Clase en las Demandas; y (3) una cantidad razonable fijada por el Tribunal al Administrador del Acuerdo por administrar el Acuerdo, que no excederá de \$40,000.00; y Sutter también ha acordado pagar \$100,000.00 de la Cantidad Máxima del Acuerdo para resolver las Demandas por sanciones civiles bajo PAGA. De esta cantidad, el 75% (\$75,000.00) se pagará al Estado de California, y el 25% restante (\$25,000.00) se pagará a todas las personas que sean miembros elegibles del Acuerdo Colectivo que hayan sido empleados durante el Periodo PAGA, se excluyan o no del Acuerdo Colectivo.

La parte del Monto Máximo del Acuerdo que queda después de estos pagos es el Monto Neto del Acuerdo, que se pagará a los Miembros de la Clase del Acuerdo que no opten por excluirse del Acuerdo, como se explica a continuación. Sutter también pagará la parte correspondiente al empleador de los impuestos sobre nóminas aplicables debidos sobre la parte de los pagos individuales del Acuerdo designados como "salarios", que se pagarán fuera del Importe Máximo del Acuerdo.

D. ¿A qué está renunciando para obtener un pago y permanecer en la Clase?

Sujeto a la aprobación del Acuerdo por parte del Tribunal, todos los miembros de la Clase del Acuerdo que no opten por excluirse del Acuerdo liberarán a Sutter, y a cualquiera de sus matrices actuales y anteriores, miembros corporativos,

subsidiarias, divisiones y compañías afiliadas, y a sus respectivos funcionarios, directores, empleados, socios, accionistas, agentes, aseguradores, sucesores, cesionarios y representantes legales ("Partes Liberadas"), de la siguiente manera:

(1) Si no solicita la exclusión del Acuerdo, eximirá a las Partes Exoneradas de todas y cada una de las reclamaciones, derechos, Demandas, responsabilidades y causas de acción de cualquier naturaleza y descripción, que surjan durante el Período de la Demanda Colectiva, incluidas las reclamaciones legales, contractuales o de derecho consuetudinario, por salarios, daños y perjuicios, sanciones, daños y perjuicios liquidados, intereses, honorarios de abogados, costos de litigio, restitución o reparación equitativa -ya sea que se hagan valer en virtud del Código Laboral de California; §§ 17200 y siguientes del Código de Negocios y Profesiones; las órdenes salariales aplicables en el Código de Reglamentos de California, Título 8, § 11000 y siguientes; la Ley de Normas Laborales Justas ("FLSA", por sus siglas en inglés), o de otro modo - que fueron o razonablemente podrían haber sido alegadas sobre la base de las alegaciones de hecho contenidas en las Demandas operativas en este documento, incluyendo pero no limitándose a: (a) todas y cada una de las reclamaciones por no proporcionar periodos de comida y/o no pagar primas de comida en lugar de los mismos a la tasa regular correcta de compensación tal y como se requiere en la § 226 del Código Laboral, incluyendo pero sin limitarse a cualquier reclamación que alegue un redondeo inadecuado de los tiempos de los periodos de comida; (b) todas y cada una de las reclamaciones por no autorizar y permitir pausas de descanso y/o no pagar primas de pausas de descanso en lugar de los mismos a la tasa regular correcta de compensación tal y como se requiere en la § 226.7 del Código Laboral; (c) todas y cada una de las reclamaciones por horas extraordinarias, salarios mínimos o salarios regulares no pagados, incluidas, entre otras, las reclamaciones por redondeo incorrecto del pago, por no pagar el trabajo "fuera de horario" y/o por no pagar las horas extraordinarias a la tasa regular correcta de remuneración; (d) todas y cada una de las reclamaciones por no reembolsar a los empleados los gastos comerciales según la § 2802 del Código Laboral; (e) todas y cada una de las reclamaciones derivadas que surjan de las reclamaciones enumeradas anteriormente en los subpárrafos (a) a (d) por no proporcionar declaraciones salariales desglosadas precisas de conformidad con la § 226 del Código Laboral, e incluyendo cualquier reclamación asociada por sanciones en virtud de la § 226(e) del ; (f) todas y cada una de las reclamaciones derivadas que surjan de las reclamaciones enumeradas anteriormente en los subpárrafos (a) a (d) por no proporcionar los salarios debidos al momento de la separación del empleo conforme a las §§ 201-203 del Código Laboral; y (g) todas y cada una de las reclamaciones por honorarios de abogados y costos que surjan de las reclamaciones alegadas anteriormente.

(2) Las Demandantes, como agentes y apoderados del Estado de California, y el propio Estado de California, liberarán al Demandado y a todas las Partes Exoneradas de todas y cada una de las reclamaciones por sanciones civiles PAGA que surjan durante el Período PAGA, que fueron alegadas o que razonablemente podrían haber sido alegadas sobre la base de los hechos contenidos en las quejas operativas de las Demandantes, según se enumeran en el párrafo anterior y/o en cualquier notificación que las Demandantes puedan haber presentado ante la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California en relación con estas Demandas. Esto significa que aquellos de ustedes que sean empleados elegibles para PAGA (empleados por Sutter en puestos no exentos en cualquier momento entre el 25 de octubre de 2018 y el 2 de abril de 2023) se considerará que han renunciado a todas las Demandas PAGA que surjan durante este período, independientemente de que soliciten o no ser excluidos del Acuerdo Colectivo.

(3) Si no solicita la exclusión del Acuerdo y cobra o negocia su cheque del Acuerdo, también estará renunciando a cualquier reclamación que pueda tener en virtud de la FLSA por horas extras o salarios mínimos no pagados. Los cheques de liquidación que reciba contendrán un texto en el que se reconocerá que, al endosar o negociar su cheque, estará dando su consentimiento para unirse ("optar por") a la parte FLSA del caso, para participar en la liquidación de las reclamaciones FLSA y para liberar todas las reclamaciones FLSA que estén cubiertas por el Acuerdo.

(4) Por último, las Demandantes nombradas -Sherryanne Price, Tina Bria, Monique Rodriguez y Kristeena Tinnin- liberarán en general todas las reclamaciones conocidas y desconocidas que cada una de ellas pueda tener contra Sutter, de cualquier naturaleza, sin limitarse a las reclamaciones por salarios y horas alegadas en las Demandas.

Las Reclamaciones Exoneradas no incluyen una liberación de todos los demás derechos que usted tiene como empleado o antiguo empleado de Sutter. Las Reclamaciones Exoneradas se limitan específicamente a las reclamaciones expuestas anteriormente.

E. ¿Cuánto dinero recibiré?

Cada Miembro Participante de la Clase del Acuerdo recibirá un "Pago Individual de la Clase", que es una parte del Monto Neto del Acuerdo. El Importe Neto del Acuerdo se calcula deduciendo en primer lugar del Importe Máximo del Acuerdo los (1) honorarios y costes de los abogados aprobados por el tribunal para los Abogados de la Clase; (2) los costes de administración del Acuerdo; (3) los pagos de indemnización por servicio a las Demandantes; y (4) los pagos PAGA al Estado de California y a los miembros de la Clase del Acuerdo elegibles para PAGA.

Basándose en los registros de Sutter, el Administrador del Acuerdo determinará el número de Semanas Laborales trabajadas por cada Miembro de la Clase en la Clase del Acuerdo. Aquellos que no opten por no participar en el Acuerdo recibirán una indemnización individual que equivaldrá a una parte prorrateada del importe neto del Acuerdo que se les haya asignado, en función del número de Semanas Laborales Compensables que hayan trabajado durante el Período de la Demanda Colectiva, en proporción al número total de Semanas Laborales Compensables trabajadas por todos los Miembros de la Clase del Acuerdo elegibles dentro de la Clase del Acuerdo.

Según los registros de Sutter, usted estuvo empleado en la Clase del Acuerdo durante **<<Total Weeks>>** Semanas Laborales Compensables entre el 15 de marzo de 2015 y el 2 de abril de 2023 ("Periodo de la Clase"). Su Pago Individual de la Clase se estima en **\$<<Class Amt>>** (menos la retención)

Además, según los registros de Sutter, usted estuvo empleado durante **<<PAGA Weeks>>** Semanas Laborales durante el Periodo PAGA (entre el 25 de octubre de 2018 y el 2 de abril de 2023 ("Periodo PAGA")). Su Pago Paga Individual PAGA se estima en **\$<<PAGA Amt>>**.

Por favor, tenga en cuenta que el número de Semanas Laborales Compensables arriba indicado se presume correcto a menos que usted presente documentos que prueben lo contrario. Si no está de Acuerdo con el número de Semanas Laborales Compensables indicado anteriormente, presente una explicación y pruebas de sus Semanas Laborales Compensables propuestas al Administrador del Acuerdo a más tardar el 14 de marzo de 2024. En caso de controversia sobre el número correcto de Semanas Laborales Compensables que usted trabajó durante el Periodo de la Demanda Colectiva, el Administrador del Acuerdo resolverá la impugnación con la aportación de Sutter y los Abogados de la Demanda Colectiva, sujeto a la resolución final del Tribunal si fuera necesario.

F. ¿Se deducirán impuestos de los pagos del Acuerdo?

El veinte por ciento (20%) de su Importe de Pago Individual será tratado como salarios atrasados y declarado en un Formulario W-2 del IRS con todos los impuestos apropiados retenidos. El ochenta por ciento (80%) restante se tratará como intereses y penalizaciones y se informará como ingresos no salariales en un Formulario 1099 del IRS sin retención de nómina. Se emitirán Formularios W-2 y 1099 a todos los Miembros de la Clase del Acuerdo que cobren sus cheques, tal como lo exige la ley. Los pagos PAGA serán tratados únicamente como penalizaciones e informados en un Formulario 1099 del IRS, sin retención de impuestos.

Aparte de la parte correspondiente al empleador de los impuestos sobre la nómina, los Miembros de la Clase del Acuerdo son responsables del pago adecuado de cualquier impuesto federal, estatal y/o local sobre la renta o sobre la nómina que se adeude sobre los Importes de pago individual que reciban. Las cuestiones fiscales de cada Miembro de la Clase del Acuerdo son exclusivas de ese Miembro de la Clase. Se le aconseja que obtenga asesoramiento fiscal de su propio asesor fiscal con respecto a cualquier pago resultante de este Acuerdo. Esta Notificación no constituye asesoramiento legal o fiscal con respecto a ninguna cuestión fiscal federal, estatal o local, y nada de lo contenido en esta Notificación pretende ni debe ser utilizado por ninguna persona con el fin de evitar cualquier obligación o sanciones fiscales.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA

El Tribunal llevará a cabo una Audiencia de Aprobación Definitiva con respecto al Acuerdo propuesto (la "Audiencia de Aprobación Definitiva") el 21 de mayo de 2024, en el Departamento 21 del Tribunal Superior del Condado de Stanislaus, ubicado en 801 10th Street, Modesto, CA 95354. El Tribunal determinará entonces (i) si la Demanda debe certificarse como acción colectiva únicamente a efectos del Acuerdo; (ii) si el Acuerdo debe recibir la aprobación final del Tribunal como justo, razonable, adecuado y en el mejor interés de los miembros de la Clase del Acuerdo; (iii) si los miembros de la Clase del Acuerdo deben quedar vinculados por los términos del Acuerdo; (iv) la cuantía de los honorarios de los abogados y las costas que deben adjudicarse a los abogados de las Demandantes; (v) la cuantía que debe adjudicarse a las Demandantes por sus servicios como representantes de la Clase; (vi) la cuantía que debe aprobarse en concepto de sanciones civiles en virtud de PAGA; y (vii) la cuantía que debe aprobarse en concepto de gastos de administración del Acuerdo. En la Audiencia de Aprobación Definitiva, el Tribunal escuchará todas las objeciones, así como los argumentos a favor y en contra del Acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no está obligado a hacerlo. También tiene derecho a contratar a un abogado para que le represente, corriendo con los gastos, o a comparecer y representarse a sí mismo.

¿CUÁLES SON SUS OPCIONES?

• OPCIÓN 1 - NO HACER NADA Y PARTICIPAR EN EL ACUERDO

SI NO TOMA NINGUNA MEDIDA EN RESPUESTA A ESTE AVISO, RECIBIRÁ AUTOMÁTICAMENTE SU PARTE DEL ACUERDO SI ÉSTE ES APROBADO POR EL TRIBUNAL. NUNCA SE LE EXIGIRÁ QUE ACUDA AL TRIBUNAL NI QUE PAGUE NADA A LOS ABOGADOS DE ESTE CASO. Si cambia de residencia, deberá actualizar su dirección con el administrador del Acuerdo. Si no está de Acuerdo con el número de Semanas Laborales trabajadas indicado en la sección E anterior, debe presentar una explicación y/o documentación al Administrador del Acuerdo para respaldar su posición. La dirección del Administrador del Acuerdo es Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

• OPCIÓN 2 - Oponerse al Acuerdo

Si desea seguir siendo Miembro de la Clase del Acuerdo pero se opone al Acuerdo propuesto (o a cualquiera de sus términos) y desea que el Tribunal considere su objeción en la Audiencia de Aprobación Definitiva, puede oponerse al Acuerdo por escrito. También puede comparecer en la Audiencia de Aprobación Definitiva, ya sea en persona o a través de un abogado, corriendo usted con los gastos. Todas las objeciones escritas, documentos de apoyo y/o notificaciones de intención de comparecer en la Audiencia de Aprobación Definitiva deben identificar claramente el nombre y número del caso y enviarse por correo al Administrador del Acuerdo, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Las objeciones deberán llevar matasellos no posterior al 14 de marzo de 2024. Sin embargo, aún puede comparecer en la Audiencia

de Aprobación Definitiva y plantear una objeción al Acuerdo aunque no haya presentado sus objeciones por escrito dentro de este plazo de 45 días.

- **OPCIÓN 3 - EXCLUIRSE DEL ACUERDO**

Tiene derecho a excluirse del Acuerdo Colectivo, pero si decide hacerlo, no recibirá ningún pago del Acuerdo Colectivo propuesto. No estará obligado por una sentencia en este caso en cuanto a las reclamaciones de la Clase, y tendrá derecho a Presentar su propia Demanda contra Sutter y perseguir sus propias reclamaciones en una Demanda separada si así lo desea. Puede optar por salirse de la Clase enviando por correo una declaración escrita al Administrador del Acuerdo, Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, a la dirección arriba indicada, de forma que el matasellos no sea posterior al 14 de marzo de 2024. La declaración escrita debe contener su nombre, dirección, firma, su número de teléfono; y el nombre de este caso, *Price contra Sutter Valley Medical Foundations*. Su solicitud también debe indicar claramente que no desea ser incluido en el Acuerdo, o palabras en ese sentido. Debe enviarla por fax, correo electrónico o matasellos en la fecha límite de respuesta o antes. Si no se excluye del Acuerdo de conformidad con este procedimiento, quedará obligado por los términos del Acuerdo y la sentencia correspondiente dictada por el Tribunal. Incluso si se excluye según lo descrito anteriormente, seguirá estando obligado por la exención PAGA y recibirá un pago PAGA si estuvo empleado dentro del Periodo PAGA. Si se presenta una solicitud de exclusión junto con una objeción y/o una disputa, prevalecerá la solicitud de exclusión.

NOTA SOBRE LOS PLAZOS DE RESPUESTA

El plazo de 45 días para que usted opte por no participar en el Acuerdo, se oponga al Acuerdo o presente una impugnación a la cantidad de Semanas Laborales Compensables que se le están acreditando puede extenderse si su Notificación fue inicialmente devuelta al Administrador del Acuerdo como imposible de entregar y, como resultado, el Administrador del Acuerdo le volvió a enviar esta Notificación más tarde. En tal caso, dispondrá de hasta 7 días naturales a partir de la fecha del reenvío para presentar su respuesta, incluso si eso cae más allá del plazo regular de 45 días.

¿HAY MÁS DETALLES SOBRE EL ACUERDO?

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, debe revisar el Acuerdo de conciliación detallado, que se encuentra en los archivos del secretario del Tribunal Superior del Condado de Stanislaus, 801 10th St., Modesto, CA 95354, y también puede revisarse en línea en price-v-sutter-valley-medical-foundation.phoenixcases.com.

TODAS LAS CONSULTAS RELATIVAS A ESTE LITIGIO DEBEN DIRIGIRSE AL ADMINISTRADOR DEL ACUERDO O A LOS ABOGADOS DE LA CLASE. LOS ABOGADOS DE LA CLASE SON:

JAMES HAWKINS APLC

James R. Hawkins, Esq.

Isandra Fernandez, Esq.

Lance Dacre, Esq. SBN 190305

9880 Research Drive, Suite 200

Irvine, CA 92618

Teléfono: (949) 387-7200

Abogados de las Demandantes Sherryanne Price y Tina Bria, en su nombre y en el de todos los demás en situación similar

CROSNER LEGAL, PC

Zachary M. Crosner, Esq.

Jamie Serb, Esq.

9440 Santa Monica Boulevard, Suite 301

Beverly Hills, CA 90210

Teléfono: (310) 496-5818

Abogados de la Demandante Monique Rodriguez, en su nombre en el de todos los demás en situación similar y agraviados

MALLISON & MARTINEZ

Stan S. Mallison, Esq.

Hector R. Martinez, Esq.

Daniel C. Keller, Esq.

1939 Harrison Street, Suite 730

Oakland, California 94612-3547

Teléfono: (510) 832-9999

Abogados de la parte coadyuvante Kristeena Tinnin, en nombre propio y todos los demás empleados en situación similar y agraviados

**NO LLAME POR TELÉFONO AL TRIBUNAL PARA OBTENER ASESORAMIENTO JURÍDICO O
INFORMACIÓN SOBRE ESTE ACUERDO.**

POR ORDEN DEL TRIBUNAL SUPERIOR DEL CONDADO DE STANISLAUS

**Exh

--	--	--	--	--

 B**



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	9,571
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	9,569
Subtotal Admin Only	\$45,607.63

Flat Fee Total **\$40,000.00**

March 28, 2024

Case: Price v. Sutter Valley Medical - INVOICE

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.00	379	\$758.00
NCOA (USPS)	\$900.00	1	\$900.00
Total			\$2,408.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Data Merge & Duplication Scrub	\$0.10	9,571	\$957.10
Notice Packet & Opt-Out Form	\$1.10	9,571	\$10,528.10
Estimated Postage (up to 2 oz.)*	\$0.81	9,571	\$7,752.51
Static Website	\$200.00	1	\$200.00
Check Cashing Reminder Postcard Postage Included	\$0.60	2,009	\$1,205.69
Total			\$21,843.40

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.00	243	\$243.00
Remail Notice Packets	\$0.75	213	\$159.75
Estimated Postage	\$0.84	213	\$178.92
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$851.67

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Database	\$150.00	2	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	7	\$385.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	4	\$40.00
Case Manager	\$85.00	6	\$510.00
Total			\$1,435.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	4	\$540.00
Disbursement Review	\$135.00	4	\$540.00
Programming Manager	\$95.00	8	\$760.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	16	\$2,160.00
Mail Class Checks *	\$0.60	9,569	\$5,741.40
Estimated Postage	\$0.64	9,569	\$6,124.16
Total			\$16,000.56

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	2	\$230.00
Remail Checks (Postage Included)	\$1.70	1,914	\$34.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	6	\$510.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	1	\$300.00
Estimated <u>369</u> Total Class Members			
Total			\$3,069.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$45,607.63

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
kacey@jameshawkinsaplc.com

Attorneys for Plaintiffs Sherryanne Price and Tina Bria,
on behalf of themselves and all others similarly situated

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

SHERRYANNE PRICE, TINA BRIA,
MONIQUE RODRIGUEZ, and
KRISTEENA TINNIN, on behalf of
themselves and all others similarly
situated and as proxies for the State of
California,

Plaintiffs,

vs.

SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-19-001331

Assigned For All Purposes To:
Judge: Hon. John R. Mayne
Dept.: 21

**DECLARATION OF TINA BRIA IN
SUPPORT OF MOTION FOR FINAL
APPROVAL**

DECLARATION OF TINA BRIA

I, Tina Bria, declare as follows:

1. I am a Plaintiff and proposed Class Representative in the matter styled, *Sherryanne Price, et al. v. Sutter Valley Medical Foundation*, Case No. CV-19-001331. I know the facts declared herein to be true of my own personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Sutter Valley Medical Foundation ("Sutter") from on or about August 31, 2015, through on or about August 7, 2018. During my employment with Sutter, I occupied a non-exempt, hourly position.

3. Prior to retaining the law firm of James Hawkins APLC to redress the grievances that I had against Sutter, James Hawkins APLC informed me of the advantages and disadvantages of litigation, and of my responsibilities as both a Plaintiff and a Class Representative.

4. By deciding to litigate my claims as part of this class action, I agreed to pursue not only my own potential wage and hour claims, but the claims of all similarly situated employees, and to put the interests of the class ahead of my own. I pledged to participate actively in the lawsuit.

5. As a Class Representative, I am aware that I represent the interest of the class members in this litigation and of my fiduciary duty to the putative class members. I am not aware of any interests adverse to the interests of the proposed class members, and I am, and have been, committed to vigorously prosecuting the case on behalf of the class. I have adhered to my commitment and duty to the class including foregoing the opportunity to settle my individual claims against Sutter early on in this litigation.

6. As a Class Representative, I continuously interacted with my attorneys to discuss the status of the case. I provided relevant oral and documentary information necessary to prosecute this case. By way of example, I searched for and provided relevant documents pertaining to my employment with Defendant and engaged in multiple discussions with my attorneys regarding my employment. Those discussions included, but were not limited to, the

1 following topics: the policies, practices and specific working conditions at Sutter. I had my
2 deposition taken and responded to discovery. I have also had numerous discussions with my
3 attorneys regarding the progress of this case and assisted in preparation for and was available
4 during the mediation. Since before the actual filing of the lawsuit to date, I have spent
5 approximately thirty (40) to forty (50) hours on this case.

6 7. By agreeing to bring this action, I formally accepted the responsibilities of
7 representing the interests of class members in California and willingly chose to assume risks and
8 potential costs that I alone might have to bear if judgement would have been rendered in favor of
9 Sutter.

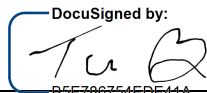
10 8. As part of the Class Action Settlement, I also signed a general release releasing all
11 claims I have or may have against Sutter, which is far broader than the release by the class
12 members.

13 9. I also risked the potential stigma of being the named plaintiff in a representative
14 action labor dispute which could affect my further employability in the industry or with any
15 prospective employer who learns of my lawsuit against a former employer.

16 10. The incentive payment for being a class representative, subject to court approval,
17 is Ten Thousand Dollars (\$10,000). I believe that this amount is fair and reasonable in light of the
18 efforts and time I have put into this matter, and the risks of litigating this class action as a class
19 representative which has resulted in a very favorable outcome to the class members. This
20 incentive payment is also in consideration for executing a general release of all my claims against
21 Sutter.

22
23 I declare under penalty of perjury, under the laws of the state of California, that the
24 foregoing is true and correct.

25 Dated: April 8, 2024

DocuSigned by:

B5E786754EDE41A...

26 Tina Bria

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
kacey@jameshawkinsaplc.com

Attorneys for Plaintiffs Sherryanne Price and Tina Bria,
on behalf of themselves and all others similarly situated
[Additional Counsel on Next Page]

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

SHERRYANNE PRICE, TINA BRIA,
MONIQUE RODRIGUEZ, and
KRISTEENA TINNIN, on behalf of
themselves and all others similarly
situated and as proxies for the State of
California,

Plaintiffs,

vs.

SUTTER VALLEY MEDICAL
FOUNDATION, a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-19-001331

Assigned For All Purposes To:
Judge: Hon. John R. Mayne
Dept.: 21

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND ENTERING
JUDGMENT**

Date: May 21, 2024
Time: 8:30 a.m.
Dept.: 21

1 Zachary M. Crosner (SBN 272295)
2 zach@crosnerlegal.com
3 Jamie Serb (SBN 289601)
4 jamie@crosnerlegal.com
5 **CROSNER LEGAL, PC**
6 9440 Santa Monica Blvd. Suite 301
7 Beverly Hills, CA 90210
8 Tel: (866) 276-7697
9 Fax: (310) 510-6429

10 Attorneys for Plaintiff
11 Monique Rodriguez

12 Stan S. Mallison (SBN 184191)
13 StanM@TheMMLawFirm.com
14 Hector R. Martinez (SBN 206336)
15 HectorM@TheMMLawFirm.com
16 Daniel C. Keller (SBN 332576)
17 DKeller@TheMMLawFirm.com
18 **MALLISON & MARTINEZ**
19 1939 Harrison Street, Suite 730
20 Oakland, California 94612-3547
21 Telephone: (510) 832-9999
22 Facsimile: (510) 832-1101

23 Attorneys for Plaintiff
24 Kristeena Tinnin

1 The Court, having read the papers filed regarding Plaintiffs’ Motion for Final Approval of
2 Class Action and PAGA Settlement (“Motion”) and having heard argument regarding the Motion,
3 hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Joint Stipulation of Class Action and PAGA Settlement and Release
7 (“Settlement Agreement”) attached as **Exhibit 1** to the Declaration of Jamie Serb and is the
8 product of arms-length negotiations between the Parties. The terms of the Settlement Agreement
9 are fair, reasonable, adequate, and in the best interests of the Settlement Class. Therefore, the
10 Settlement Agreement is finally approved, and its terms are incorporated herein. The Court orders
11 the parties to the Settlement Agreement to perform forthwith their respective duties and
12 obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its
14 December 20, 2023 Order Granting Motion for Preliminary Approval of Class Action and PAGA
15 Settlement, hereby is certified under California Code of Civil Procedure Section 382 for purposes
16 of settlement only. The Class includes “all current and former non-exempt employees employed
17 by Defendant and/or its predecessors from March 5, 2015, through April 2, 2023.”

18 4. The Court adjudges Plaintiffs and the Participating Class Members to have
19 released and forever discharged the Released Parties (as defined in the Settlement Agreement)
20 from the Class Members’ Released Claims, as defined in the Settlement Agreement. Participating
21 Class Members only release these claims for the duration of the Class Period (March 5, 2015
22 through April 2, 2023). Two Class Members, Beverlee Cae Monington and Kristen Dimberg,
23 submitted valid requests to be excluded from the Class Settlement and will not release any of the
24 Class Members’ Released Claims or receive a share of the Class Settlement.

25 5. The Court adjudges Plaintiffs and PAGA-Eligible Employees (as defined in the
26 Settlement Agreement) to have released and forever discharged the Released Parties from the
27 PAGA-Released Claims, as defined in the Settlement Agreement. PAGA-Eligible Employees
28 only release these claims for the duration of the PAGA Period (October 25, 2018 through April 2,

2023).

6. The Settlement Administrator is ordered to distribute to the Participating Class Members and to the PAGA-Eligible Employees their respective settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

7. The Court further orders that the Class Members be provided with notice of this Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Order and Judgment on its website for a minimum of sixty (60) days.

8. **Class Representative Service Awards.** The Court approves the requested service awards to Plaintiffs/Class Representatives SHERRYANNE PRICE, TINA BRIA, MONIQUE RODRIGUEZ, and KRISTEENA TINNIN in the amount of \$10,000.00 to each Plaintiff, and the Settlement Administrator is ordered to make such payment consistent with the terms of the Settlement Agreement.

9. **Attorneys' Fees and Further Hearing.** The Court approves an award of attorney's fees to Class Counsel in the amount of \$2,666,400.00. As the division of these fees are contested between Class Counsel, the Court will determine the division of fees by motion. The hearing on Class Counsel's motions for attorneys fees is scheduled for _____, 2024 at _____ a.m./p.m. in Department 21 of the Stanislaus County Superior Court. All briefs are to be filed and served per Code.

9. **Attorneys' Costs.** The Court approves an award of costs in the amount of \$78,991.85. Such amounts shall be paid as provided in the Settlement Agreement and according to the firm that incurred the expense.

10. **Administrator Costs.** The Settlement Agreement provides the Settlement Administrator, Phoenix Settlement Administrators, shall be paid from the Maximum Settlement Amount for its services in administering the Settlement. As set forth in the Declaration of Taylor Mitzner, the Settlement Administrator is owed \$40,000.00 for services rendered and to be rendered in administering the settlement. The Court therefore orders that the Administrator be

1 paid the amount of \$40,000.00 from the Maximum Settlement Amount consistent with the terms
2 of the Settlement Agreement.

3 11. **LWDA PAGA Penalties.** The Court approves the \$100,000.00 PAGA Payment
4 and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
5 PAGA. The Court orders \$75,000.00 of the PAGA Payment to be paid to the LWDA as the
6 LWDA's share of the civil penalties, and the remaining \$25,000.00 to be distributed to the
7 PAGA-Eligible Employees consistent with the terms of the Settlement Agreement.

8 12. **Compliance Hearing.** The parties are ordered to file a joint compliance report no
9 later than January 7, 2025, and the Court sets a Compliance Hearing for January 21, 2025, at 8:30
10 a.m., in Department 21 of the Stanislaus County Superior Court.

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

JUDGMENT

13. Under California Rule of Court 3.769(h), without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of this Court until the final judgment contemplated becomes effective and each and every act agreed to be performed by the parties has been performed under the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

14. Neither this Order and Judgment nor the Settlement Agreement upon which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the Parties' Settlement will not constitute any opinion, position or determination of this Court as to the merits of the claims or defenses of any party.

15. Judgment is hereby entered as follows: Plaintiffs SHERRYANNE PRICE, TINA BRIA, MONIQUE RODRIGUEZ, and KRISTEENA TINNIN and the Participating Class Members shall take nothing from Defendant, except as set forth in the Settlement Agreement.

IT IS SO ORDERED.

DATED:

Hon. John R. Mayne
Judge of the Stanislaus County Superior Court