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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

JENNIFER WARD and SACORA BESABE,
individually and on behalf of all others similarly
situated and aggrieved,

Plaintiffs,

v.

SUTTER VALLEY HOSPITALS, a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: CV-2020-00279954

**CLASS AND REPRESENTATIVE
ACTION**

Assigned To:

Judge: Hon. Lauri A. Damrell
Dept. 22

**~~PROPOSED~~ FINAL JUDGMENT AND
ORDER APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Reservation Number: A-279554-004

FILED
Superior Court of California
County of Sacramento
01/10/2025
V. Aleman, Deputy

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1. This Order hereby incorporates by reference the definitions in the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.
2. This Court has jurisdiction over the claims of the members of the Class asserted in this proceeding, personal jurisdiction over the Plaintiffs and Defendant, and the members of the Class, as defined in the Settlement Agreement.
3. The Court certifies and approves, for settlement purposes only, the following Class as set forth in the Settlement Agreement: “all current and former non-exempt employees employed by Defendant in California as surgical technicians, anesthesia technicians, and in similar positions performing similar work duties at any time from February 13, 2015 through February 1, 2024, including those employees of Defendant who, by virtue of their employment in these positions, were excluded from the settlement class in *Sandra Muniz v. Sutter Valley Hospitals*, Sacramento County Superior Court No. 34-2017-00209151-CU-OE-ODS.”
4. Notice given to the class fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to exclude themselves from, object to, or comment on the settlement, and to appear at the final approval hearing. The notice was reasonable

1 and the best notice practicable under the circumstances. Accordingly, this Court finds that the notice
2 program described in the Settlement and completed by the Settlement Administrator complied fully
3 with the requirements of due process, Rule 3.766 of the California Rules of Court, and all other
4 applicable laws.

5 5. The Settlement Agreement is not an admission by Defendant or by any other Released Parties
6 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any
7 other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to
8 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be
9 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
10 against Defendant or any of the Released Parties.

11 6. There were no objections to the settlement and no Class Members opted out. All Class
12 Members who did not submit a valid Request for Exclusion are bound by this Final Approval Order
13 and by the terms of the parties' Settlement Agreement, including releases provided for in the Settlement
14 and this Final Approval Order. As of the effective date of Settlement, by operation of the entry of this
15 Final Approval Order, each Settlement Class Member, including Plaintiffs, shall be deemed to have
16 fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released
17 Claims that he or she may have against the Released Parties. Class Members are enjoined from
18 prosecuting the Released Claims, and are enjoined from initiating or continuing other proceedings
19 regarding the Released Claims, as provided in the Settlement Agreement.

20 7. Settlement Class Members were given a full opportunity to participate in the Final Approval
21 hearing, and all Settlement Class Members and other persons wishing to be heard have been heard. All
22 Class Members, but those who submitted a valid Request for Exclusion, are bound by this Order.

23 8. The Court has considered all relevant factors for determining the fairness of the Settlement and
24 has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
25 finds that the Settlement was reached following meaningful discovery and investigation; that the
26 settlement is the result of serious, informed, adversarial and arm's-length negotiations between the
27 parties; and that the terms of the settlement are in all respect fair, adequate, and reasonable.

1 9. In so finding, the Court has considered all evidence presented, including evidence regarding
2 the strength of the Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely
3 duration of further litigation; the amount offered in settlement; the extent of investigation and
4 discovery completed; and the experience and views of Plaintiffs' counsel.

5 10. The Court hereby finds the Settlement Payments provided to Settlement Class Members under
6 the terms of the Settlement to be fair and reasonable in light of all the circumstances. The Court,
7 therefore, orders the calculations and payments to be made and administered in accordance with the
8 terms of the Settlement Agreement.

9 11. The settlement of civil penalties under PAGA in the amount of \$77,500 is hereby approved.
10 Seventy-Five Percent (75%) or \$58,125.00, shall be paid to the California Labor and Workforce
11 Development Agency. The remaining Twenty-Five Percent (25%), or \$19,375.00, will be distributed
12 to the Aggrieved Employees as PAGA Penalty Payments. By operation of this Final Approval Order,
13 the Aggrieved Employees release their PAGA claims in their entirety.

14 12. The Court finds that the services provided by the Settlement Administrator were for the benefit
15 of the Class, and the cost of \$9,000 is fair, reasonable, and appropriate for reimbursement. The Court
16 approves payment to Phoenix Settlement Administrators for administration fees, which include all
17 costs and fees incurred to date, as well as estimated costs and fees involved in completing the
18 administration of the Settlement.

19 13. The Court confirms David R. Markham and Lisa Brevard of The Markham Law Firm and Isam
20 C. Khoury, Michael D. Singer and Maggie K. Realin of Cohelan Khoury & Singer as Settlement Class
21 Counsel in this action.

22 14. The Court finds that Settlement Class Counsel have the sufficient experience, knowledge, and
23 skill to promote and safeguard the interests of the Class. The Court therefore finds that Plaintiffs'
24 counsel satisfies the professional and ethical obligations of Settlement Class Counsel.

25 15. The Court further approves an award of attorneys' fees of \$258,333.33. The Court finds that
26 this amount is supported by both the application of the percentage fee and the lodestar-plus-multiplier
27 methods for awarding reasonable attorneys' fees.

\$40,075.61

16. In the course of this litigation, Class Counsel incurred ~~\$40,469.26~~ in litigation costs including in the form of court filing fees, expert fees, deposition fees, mediation fees and costs, research and delivery charges. The Court approves the reimbursement to Class Counsel for the Litigation Expenses pursuant to the terms of the Settlement Agreement. in the amount of \$40,075.61.

17. The Court finds that Jennifer Ward and Sacora Besabe are suitable representatives for the Settlement Class and are hereby appointed as Class Representatives. The Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and their interests are aligned with those of the Settlement Class.

18. The Court finds the Service Payments in the amount of \$12,500 each to Plaintiffs Ward and Besabe are fair and reasonable compensation based upon the evidence presented regarding the services provided and risks incurred by Plaintiffs in assisting Settlement Class Counsel.

19. Without affecting the finality of this Final Approval Order, the Court reserves continuing and exclusive jurisdiction over the parties to the Settlement, including Defendant, Plaintiffs, and Settlement Class Members, to administer, supervise, construe and enforce the Settlement in accordance with its terms.

20. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.796(h).

21. Plaintiffs shall file a settlement administrator's declaration regarding the final accounting of the settlement funds by September 22, 2025.

IT IS SO ORDERED.

Dated: 1/10/2025



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

The Honorable Lauri A. Damrell
Judge of the Superior Court