

David R. Markham (SBN 071814)
dmarkham@markham-law.com
Lisa Brevard (SBN 323391)
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect St., Ste. 200
La Jolla, CA 92037
Tel.: (619) 399-3995 / Fax: (619) 615-2067

Isam Khoury (SBN 58759)
ikhoury@ckslaw.com
Michael D. Singer (SBN 115301)
msinger@ckslaw.com
Maggie Realin (SBN 263639)
mrealin@ckslaw.com
COHELAN KHOURY & SINGER
605 C St., Suite 200
San Diego, CA 92101
Tel.: (619) 595-3001 / Fax: (619) 595-3000

Attorneys for Plaintiffs

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

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

Plaintiff,

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

**NOTICE OF ENTRY OF FINAL
JUDGMENT AND ORDER APPROVING
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD, AND TO THE LABOR
2 AND WORKFORCE DEVELOPMENT AGENCY:

3 NOTICE IS GIVEN that on January 10, 2025, the Court issued a Final Judgment and Order
4 Approving Class and Representative Action Settlement in the above-captioned matter. A true and
5 correct copy of this Order is attached as Exhibit 1.

6 NOTICE IS FURTHER GIVEN that on January 10, 2025, the Court issued a Minute Order
7 re Case Management Conference and Hearing on Motion for Final Approval of Settlement, a true and
8 correct copy of which is attached as Exhibit 2. Pursuant to the Minute Order, a Compliance Hearing
9 Re: Distribution of Settlement Funds has been scheduled for October 10, 2025 at 10:30 a.m. in
10 Department 22 of the above-captioned court, located at Gordon D. Schaber Courthouse, 720 9th
11 Street, Sacramento, California, 95814. At least 15 calendar days prior to the Compliance Hearing,
12 Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds.
13 If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be
14 required.

15 Respectfully submitted,

16 THE MARKHAM LAW FIRM
17 COHELAN KHOURY & SINGER

18
19 Dated: January 10, 2025

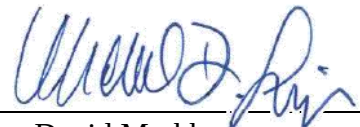
20 By: 
21 David Markham
22 Lisa Brevard
23 Michael D. Singer
24 Maggie Realin
25 Attorneys for Plaintiffs
26
27
28

EXHIBIT 1

David R. Markham (SBN 071814)
dmarkham@markham-law.com
Lisa Brevard (SBN 323391)
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect St., Ste. 200
La Jolla, CA 92037
Tel.: (619) 399-3995 / Fax: (619) 615-2067

Isam Khoury (SBN 58759)
ikhoury@ckslaw.com
Michael D. Singer (SBN 115301)
msinger@ckslaw.com
Maggie Realin (SBN 263639)
mrealin@ckslaw.com
COHELAN KHOURY & SINGER
605 C St., Suite 200
San Diego, CA 92101
Tel.: (619) 595-3001 / Fax: (619) 595-3000

Attorneys for Plaintiffs

**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

- 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

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

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 22

JUDICIAL OFFICER: HONORABLE LAURI A. DAMRELL

Courtroom Clerk: V. Aleman

CSR: NONE

Court Attendant: J. Flores

34-2020-00279954-CU-OE-GDS

January 10, 2025

9:00 AM

Jennifer Ward vs. Sutter Valley Hospitals

MINUTES

APPEARANCES:

Plaintiff Jennifer Ward represented by David Roger Markham Special Appearing Lisa Brevard via virtual conference.

Plaintiff on behalf of all other similarly-aggrieved employees represented by David Roger Markham Special Appearing Lisa Brevard via virtual conference.

Plaintiff Sacora Besabe represented by David Roger Markham Special Appearing Lisa Brevard via virtual conference.

Defendant Sutter Valley Hospitals represented by Thomas E Geidt Special Appearing Teresa W. Ghali via virtual conference.

NATURE OF PROCEEDINGS: Case Management Conference; Hearing on Motion for Final Approval of Settlement

After hearing the parties, the Court affirmed the tentative ruling.

The Court will sign the proposed order

TENTATIVE RULING:

APPEARANCE REQUIRED.

TENTATIVE RULING:

Plaintiffs Jennifer Ward's and Sacora Besabe's ("Plaintiffs") motions for final approval of the Parties' Joint Stipulation of Class Action and Private Attorneys General Act ("PAGA") Settlement and Release and approval of attorneys' fees and costs and Plaintiffs' service payments are UNOPPOSED and tentatively GRANTED, pending the final fairness hearing. (Code of Civ. Proc. § 382; Cal. Rules of Court, Rule 3.769.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

In the interests of judicial economy and efficiency, the Court combines its rulings on these motions into a single Tentative Ruling.

Status Conference (Compliance Hearing) is scheduled for 10/10/2025 at 10:30 AM in Department 22 at Gordon D. Schaber Superior Court.

The Court has provided specific direction on the information and argument the Court requires to grant a motion for preliminary approval of a class action settlement. The Parties shall carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

Moving Counsels' declarations fail to attest that they have reviewed the Court's checklist and their briefing complies with the checklist, as required by Local Rule 2.99.05. The Court, in its discretion, has nonetheless considered Plaintiffs' motion. Counsel is admonished that any future failure to include the attestation in counsels' declarations may result in the denial of the motion without prejudice. (Local Rule 2.99.05(C).) Failure to comply with the checklist may lead to an order to show cause regarding sanctions and/or a reduction in the requested attorneys' fee award. (*Id.*, 2.99.05(D).)

NOTICE:

The Parties are encouraged to appear via Zoom with the links below:

*To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>
To join by phone dial (833) 568-8864 ID 16184738886*

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government Code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

*If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. **The signed form must be filed with the clerk prior to the hearing.***

If a litigant has been granted a fee waiver and requests a court reporter, the party must

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

Background

Plaintiffs filed two actions against Defendant Sutter Valley Hospitals ("Defendant") in Sacramento Superior Court. (Markham Decl., ¶ 3.) One is a class and FLSA collective action, filed on February 13, 2019, and the other is this PAGA action, filed on June 4, 2020. (*Ibid.*) Defendant removed the class action to federal court. (*Ibid.*) That action alleged causes of action for failure to pay overtime and minimum wages under the Fair Labor Standards Act ("FLSA") and California state law claims for failure to pay overtime and minimum wages including overtime; failure to provide meal periods; failure to provide rest periods; failure to provide itemized statements; failure to pay wages twice monthly; failure to pay termination pay; and unlawful competition and unlawful business practices. (Original Class Action Complaint [34-2019-00250564].) The PAGA action remains in this Court and only Plaintiff Ward is a named plaintiff in the PAGA action. (Markham Decl. ISO Prelim. App., ¶ 2.) Prior to filing the PAGA action, Plaintiff Ward provided notice to the Labor and Workforce Development Agency and Defendant. The Court notes that the LWDA notice is only attached as Exhibit A to the proposed First Amended Complaint ("FAC"). (*Id.*, fn. 1, Exh. 5, Exh. A.)

In the federal action, Plaintiffs filed a motion for class and collective certification on April 30, 2021. (Markham Decl. ISO Prelim. App., ¶ 3.) The court denied the motion, without prejudice, on the basis the class evidence was too vague to show predominance of common issues. (*Ibid.*) Plaintiffs filed a renewed motion for certification on November 11, 2022, which the court denied on April 10, 2023. (*Ibid.*) Plaintiffs represent that the District Court action is stayed pending the settlement approval process here. (*Ibid.*) The federal action has since been remanded back to this Court for settlement purposes. (Markham Supp. Decl. ISO Prelim. App., ¶ 13, Exh. 6.)

On August 9, 2024, the Court granted Plaintiffs' motion for preliminary approval. (8-9-24 Minute Order.) Following the submission of an executed copy of the Amended Agreement, the Court signed Plaintiffs' Proposed Order. (8-16-24 Order.) Plaintiffs now move for final approval of the Parties' Amended Joint Stipulation of Class Action and PAGA Settlement and Release. (8-14-24 Notice of Filing Fully Executed Settlement Agreement.) Concurrent with the filing of Plaintiffs' motion for preliminary approval, Plaintiffs submitted the moving papers to the LWDA. (Markham Decl., ¶ 40.)

Legal Standard

Courts review class action settlements in a three-stage process: (1) an earlier conditional review by the court; (2) a period during which notice is distributed to class

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

members for their comments or objections; and (3) a later detailed review after the notice period when the court decides whether to give “final approval.” (Rubenstein, Newberg and Rubinstein on Class Actions (6th Ed. 2023) § 13:1 (Newberg); see also Cal. R. Ct. Rule 3.769.) This procedure, which is commonly utilized by both federal and state courts, assures class members of the protection of procedural due process safeguards and enables a court to fulfill its role as the guardian of the interest of the settlement class.

As required by the applicable Rule of Court, the Court must conduct a final approval hearing to inquire into the fairness of the proposed settlement. (Cal. R. Ct., Rule 3.769(g).) The Court has broad discretion to determine whether a proposed settlement in a class action is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. (See Newberg, *supra*, § 13:44 (and cases cited therein); *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In making its fairness determination, the Court should consider the relevant factors, such as the strength of the plaintiffs’ case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar, supra*, 168 Cal.App.4th at p. 130 [internal quotes omitted].) A presumption of fairness exists where (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) Ultimately, the court’s determination is simply “an amalgam of delicate balancing, gross approximations and rough justice.” (*Id.*, at p. 1801.)

Settlement Agreement and Class Response

Under the terms of the Agreement, Defendant denies liability but agrees to pay a Maximum Settlement Amount (“MSA”) of \$775,000. (SA, ¶¶ 2.X, 15, 60.) Defendant is separately responsible for the payment of Defendant’s employer-side payroll taxes due on the settlement payments apportioned as wages. (*Id.*, ¶¶ 15, 23.) No portion of the MSA will revert to Defendant. Here, the Class is “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 OF CALIFORNIA, COUNTY OF SACRAMENTO

Superior Court No. 34-2017-00209151-CU-OE-ODS.” (*Id.*, ¶ 2.B.)

The following amounts will be paid from the MSA:

- Attorneys’ fees in an amount not to exceed one-third of the MSA (\$258,333.33) and reimbursement of attorneys’ cost not to exceed \$55,000 (SA, ¶ 16);
- Service awards not to exceed \$12,500 to each Plaintiff (*id.*, ¶ 17);
- Settlement administration costs not to exceed \$9,000 (*id.*, ¶ 18);
- A PAGA payment in the amount of \$77,500, 75% of which (\$58,125) will be distributed to the LWDA and 25% of which (\$19,375) will be distributed to the PAGA-Eligible Employees (*id.*, ¶ 19).

The remaining amount – the Net Settlement Amount (“NSA”) –will be distributed to the Participating Class Members as Individual Class Payments. (SA, ¶¶ 2.Y, 20.) The Administrator will calculate each Participating Class Member’s Individual Class Payment by determining the total number of Compensable Workweeks worked by all Participating Class Members during the Class Period, dividing that number into the NSA to determine the per-workweek value of each Compensable Workweek, and then multiplying that sum by the number of Compensable Workweeks worked by each Participating Class Member during the Class Period. (*Id.*, ¶ 20.) Similarly, the Settlement Administrator will calculate each eligible employee’s Individual PAGA Payment by dividing the 25% portion of the PAGA Payment to be distributed to those individuals (\$19,375.00), by the total number of Compensable Workweeks worked by all of the PAGA-Eligible Employees during the PAGA Period to derive the per-workweek value of the Individual PAGA Payments, and then multiplying that sum by the number of Compensable Workweeks worked by each such employee during the PAGA Period. (*Id.*, ¶ 21.)

Individual Settlement Awards shall be allocated as follows: 20% as alleged unpaid wages subject to all applicable tax withholdings and 80% as alleged unpaid interest and penalties. (SA, ¶ 22.) The entirety of the Individual PAGA Payments will also be allocated as non-wage penalties and interest. (*Ibid.*) The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the wage portion and an IRS Form 1099 to each Participating Class Member for the remaining portion of each Individual Settlement Award and the Individual PAGA Payments. (*Ibid.*) All Individual Class Payment checks and/or Individual PAGA Payment checks issued by the Settlement Administrator must be cashed within 180 days after issuance. (*Id.*, ¶ 54.) The Settlement Administrator will transmit the total amount of any uncashed Individual Class Payment and/or Individual PAGA Payment checks to State of California Office of the Controller Unclaimed Property Fund in the name of the Participating Class Members who did not cash their checks. (*Id.*, ¶¶ 54-55.)

The Agreement provides that “[e]ffective on the date when Defendant fully funds the [MSA] and its share of employer payroll taxes owed on the wage portion of the Settlement Payments, Plaintiffs and all Participating Class Members will fully, finally and forever release, settle, compromise, relinquish, and discharge Defendant and all of the Released Parties from any and all claims, rights, demands, liabilities, and causes of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

action of every nature and description, arising during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys-fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 et seq., the applicable wage orders at California Code of Regulations, Title 8, Section 11000 et seq., or otherwise – that were or could have been alleged based on the factual allegations in Plaintiffs’ 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 section 226.7; (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 section 226.7; (c) any and all claims for unpaid or untimely payment of overtime, minimum wages or regular wages, including but not limited to claims alleging 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 section 2802, including but not limited to cell phone, data plan, and surgical shoe expenses; (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 section 226, and including any associated claims for penalties under Labor Code section 226(e) and/or any claims for failure to maintain complete and accurate payroll records; (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 sections 201-203; and (g) any and all claims for attorneys-fees and costs.” (SA, ¶ 24.)

Similarly, upon the date when Defendant fully funds the MSA and its share of employer payroll taxes, “Plaintiff Jennifer Ward, as an agent and proxy of the State of California (including the LWDA), acting on behalf of the PAGA-Eligible Employees, shall release Defendant and all of the Released Parties from any and all claims for PAGA civil penalties arising during the PAGA Period out of the California Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq., based on any of the underlying claims and factual allegations that were alleged, or reasonably could have been alleged in Plaintiffs’ operative First Amended Complaint and/or in Plaintiff Ward’s notice letter provided to the LWDA dated March 3, 2020, including but not limited to claims for: (a) failure to provide meal periods and/or to pay meal premiums in lieu thereof at the regular rate of compensation; (b) failure to authorize and permit rest breaks and/or to pay rest break premiums in lieu thereof at the regular rate of compensation; (c) unpaid or untimely payment of overtime, minimum wages or regular wages, including but not limited to failure to pay for “off the clock” work and/or failure to pay overtime at the correct regular rate of pay; (d) failure to reimburse employees for business expenses, including but not limited to cell phone, data plan, and surgical shoe expenses; (e) failure to timely pay wages during employment; (f) failure to timely pay wages owed upon separation from employment; (g) failure to furnish accurate itemized wage statements and/or comply with applicable recordkeeping requirements; (h) violation of the UCL; and (i) any and all claims for attorneys’ fees and costs.” (SA, ¶ 26.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

The Agreement also separately provides for the release of Plaintiffs' and Class Members' minimum and overtime wages under the FLSA. (SA, ¶ 25 ["Inasmuch as Plaintiffs' Federal Action, since its inception in February 2019, has asserted minimum wage and overtime claims under the FLSA, and those claims overlap with Plaintiffs' California minimum wage and overtime claims, the Parties intend that this Settlement shall release the Participating Class Members' FLSA claims arising out of the factual allegations in the Actions, to the fullest extent permitted by law upon the Court's approval of the Settlement and upon the Participating Class Members' cashing of their Individual Class Payments. Accordingly, Participating Class Members who timely cash or otherwise negotiate their Settlement checks will be deemed to have opted into the Actions for purposes of the FLSA, and their Released Claims shall include any and all claims they may have for unpaid overtime or minimum wages under the FLSA arising during the Class Period. The following language will be printed on the reverse side of each Settlement check, or words to this effect: 'By endorsing or otherwise negotiating this check, I acknowledge that I have read, understand, and agree to the terms set forth in the [Class Notice], and I consent to join in the Fair Labor Standards Act ('FLSA') portion of the Actions, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.' For avoidance of doubt, any Class Members who do not cash or negotiate their Individual Settlement Payments will not be deemed to have released their FLSA claims under this Settlement."].) Only Plaintiffs are subject to a general release. (*Id.*, ¶ 28.)

Mayra Gonzalez, a Case Manager for Phoenix Settlement Administrators ("Phoenix") attests that the Court-approved Notice was mailed to all 730 individuals identified in the class data via U.S. First Class Mail on October 7, 2024, after conducting a National Change of Address database search. (Gonzalez Decl., ¶¶ 3-5.) Zero Notices were returned as undeliverable. (*Id.*, ¶ 6.) Phoenix has not received any written disputes, objections to the settlement, or requests for exclusion. (*Id.*, ¶¶ 7-9.) Accordingly, Phoenix reports a total of 730 participating Class Members, representing 100% of the Class. (*Id.*, ¶ 10.) The average Individual Settlement Payment to be paid is approximately \$499.19 and the highest Individual Settlement Payment to be paid is about \$1,020.40. (*Id.*, ¶ 12.)

Counsel attests to their extensive experience in similar cases. (Markham Decl., ¶¶ 24-30; Singer Decl., ¶¶ 2-14.) Having provided sufficient information regarding damage analysis at preliminary approval, the Court is inclined to find, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness, and all relevant factors presently support final approval.

PAGA Payment

The Agreement provides for a PAGA payment in the amount of \$77,500, 75% of which (\$58,125) will be distributed to the LWDA and 25% of which (\$19,375) will be distributed to the PAGA-Eligible Employees. (SA, ¶ 19.) The PAGA-Eligible Employees are "current and former non-exempt employees who were employed by Defendant in Class positions

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

from March 3, 2019 through February 1, 2024.” (*Id.*, ¶ 2.CC.) The PAGA-Eligible Employee portion will be distributed on a pro-rata basis and PAGA-Eligible Employees are subject to a separate release. (*Id.*, ¶¶ 21, 26.) The Agreement makes clear that PAGA-Eligible Employees cannot opt out of the PAGA portion of the settlement. (*Id.*, ¶ 27.)

Phoenix reports 575 Aggrieved Employees. (Gonzalez Decl., ¶ 13.) The average Individual PAGA Payment to be paid is approximately \$33.70 and the highest Individual PAGA Payment to be paid is about \$50.76. (*Id.*, ¶ 13.) Having previously found Counsel’s valuation well-reasoned and persuasive at the preliminary approval stage, the PAGA Penalty is tentatively approved.

Class Counsel Fees and Costs

Courts generally recognize two methods for calculating fees in civil class actions: the lodestar/multiplier method and the percentage-of-recovery method. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) “The percentage method calculates the fee as a percentage share of a recovered common fund or the monetary value of plaintiffs’ recovery. The lodestar method, or more accurately the lodestar-multiplier method, calculates the fee ‘by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate.’” (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 489.) In determining fees and costs to be awarded to Class Counsel, the Court must exercise its judicial function and make a decision on the propriety of the fees requested; it should not, and does not, abdicate its charge to make a decision simply because the parties may have reached their own agreement in this regard. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal “being the award of a reasonable fee to compensate counsel for their efforts.” (*Id.* at p. 504.) “‘The lodestar method better accounts for the amount of work done, while the percentage of the fund method more accurately reflects the results achieved.’ Each has been championed and criticized for its respective advantages and disadvantages.” (*Ibid.*, quoting *Rawlings v. Prudential-Bache Properties, Inc.* (6th Cir. 1993) 9 F.3d 513, 516.)

The Agreement provides for the payment of attorneys’ fees in an amount not to exceed one-third of the MSA (\$258,333.33) and reimbursement of attorneys’ cost not to exceed \$55,000. (SA, ¶ 16.) Plaintiffs argue that the requested award is proper under the lodestar and multiplier method. (Fees Mot., pp. 8:14-9:16.) Plaintiffs further argue that the requested award is reasonable in light of the results achieved; the risk involved with the litigation; Counsel’s skill, experience, and quality of work; the contingent nature of the fee; awards made in similar cases; the reaction of the Class; and the comparison of the benchmark with Counsel’s lodestar. (*Id.*, pp. 10:17-16:22.)

The attorneys’ fees in this matter will be allocated 85% to the Markham Law Firm, and 15% to Cohelan, Khoury & Singer. (Markham Decl., ¶ 33.) Plaintiffs have consented to this fee allocation in writing. (*Ibid.*)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Counsel attests that Markham Law Firm's lodestar is \$126,848, based on 275.7 hours worked. (Markham Decl., ¶ 31, Exh. 1.) Mr. Markham also provides a detailed summary of the work performed. (*Ibid.*) The lodestar is broken down as follows:

Attorney	Experience	Rate	Time	Total
David R. Markham	48 years	\$815	45.3	\$36,919.50
Maggie Realin	15 years	\$700	56	\$39,200.00
Lisa Brevard	6 years	\$400	89.8	\$35,920.00
Leeanna D. Carcione (Paralegal)	N/A	\$175	53.6	\$9,383.50
Noor Haleem (Paralegal)	N/A	\$175	31.0	\$5,425.00
		Total:	275.7	\$126,848

Counsel attests that Cohelan Khoury & Singer's lodestar is \$52,597, based on 70.1 hours worked. (Singer Decl., ¶ 18, Exh. 2-A-C.) Mr. Singer also provides a detailed summary of the work performed. (*Ibid.*) The lodestar is broken down as follows:

Attorney	Experience	Rate	Time	Total
Isam C. Khoury	50 years	\$925	11.9	\$11,007.50
Michael D. Singer	40 years	\$925	10.6	\$10,547.00
Maggie Realin	15 years	\$700	43.2	\$30,240.00
Amber Worden (Certified Paralegal)	N/A	\$200	1.3	\$260.00
Matthew Atlas (Paralegal)	N/A	\$175	3.1	\$542.50
		Total:	70.1	\$52,597.00

The combined lodestar is \$179,445. (Markham Decl., ¶ 33.) The requested award requires a multiplier of 1.4.

Both firms seek fees for the services of paralegals. However, neither declaration provides a verification that each paralegal meets the requirements of Business & Professions Code section 6450 *et seq.*, including qualifications and continuing education. In addition, upon review of the hours claimed, the Court is concerned that at least some of these hours relate to non-compensable administrative work. Counsel is admonished for including entries for non-compensable, administrative tasks and for failing to provide sufficient supporting information when seeking fees for paralegal services.

Nonetheless, the Court is persuaded that the requested fee award of one-third of the MSA is reasonable and appropriate under the circumstances. Even if the Court excluded the hours worked by paralegals, the requested award would require a multiplier of 1.58. Accordingly, the requested fee award is approved.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Mr. Markham attests that Markham Law Firm incurred \$32,240.06 in litigation costs. (Markham Decl., ¶ 38, Exh. 1.) Mr. Singer attests that Cohelan Khoury & Singer incurred \$8,229.20 in litigation costs. (Singer Decl., ¶ 23, Exh. 4.)

As the Checklist makes clear, fees for research and costs for meals are generally not recoverable. Here, Counsel's costs include \$230.22 for a Sheraton hotel room charge; \$8.00 for wifi from American Airlines; a total of \$8.70 in PACER charges; and a total of \$146.73 for two lunch meetings. The Court concludes these costs are not recoverable. Accordingly, Counsels' cost award is reduced by \$393.65.

Counsel is awarded \$40,075.61 in litigation costs, including \$31,846.41 for Markham Law Firm and \$8,229.20 for Cohelan Khoury & Singer.

Settlement Administrator

Phoenix attests that its total fees and costs for services in connection with the administration of this settlement are \$9,000. (Gonzales Decl., ¶ 15, Exh. B.) The Court finds these costs reasonable and appropriate.

Class Representative Service Awards

The Agreement provides for the payment of Class Representative Service Awards to each Plaintiff in an amount not to exceed \$12,500. (SA, ¶ 18.) Plaintiff Ward describes her efforts and estimates that she spent approximately 130 hours litigating this case. (Ward Decl., ¶¶ 11-14.) Plaintiff Besabe similarly describes her efforts and estimates that she spent approximately 100 hours litigating this case. (Besabe Decl., ¶¶ 11-14.)

The Court finds these payments justified based on Plaintiffs' declarations and in the absence of any objections to the awards.

Disposition

In sum, and subject to the final fairness hearing, the Court tentatively concludes that the settlement is entitled to final approval. Provided that no objection is asserted by any Class Member at the hearing on this matter, the Court will sign the Proposed Final Judgment and Order submitted with Plaintiffs' moving papers, correcting paragraph 16 to reflect the reduction in Counsel's litigation costs.

Any further Case Management Conferences and compliance hearings shall be handled by this Department. This Department shall monitor compliance with the settlement approval through and including the disbursement of any uncashed amount to the Unclaimed Property Fund.

The Court sets a Compliance Hearing for **October 10, 2025 at 10:30 a.m.**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

At least 15 calendar days prior to the Compliance Hearing, Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

Counsel for Plaintiff is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

Certificate of Mailing is attached.

/s/ V. Aleman

By: V. Aleman, Deputy Clerk

Minutes of: 01/10/2025
Entered on: 01/10/2025

SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Gordon D. Schaber Superior Court 720 Ninth Street, Sacramento, CA 95814	
PLAINTIFF/PETITIONER: Jennifer Ward et al	
DEFENDANT/RESPONDENT: Sutter Valley Hospitals et al	
CERTIFICATE OF MAILING	CASE NUMBER: 34-2020-00279954-CU-OE-GDS

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Case Management Conference; Hearing on Motion for Final Appro...) upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Sacramento, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Thomas E Geidt
GBG LLP
601 Montgomery STREET
1150
San Francisco, CA 94111

David Roger Markham
The Markham Law Firm
888 Prospect Street
200
La Jolla, CA 92037

Dated: 01/13/2025

By:

/s/ V. Aleman

V. Aleman, Deputy Clerk

CERTIFICATE OF MAILING